



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
June 7, 2021**

*This meeting is to be held during the unprecedented event of the COVID-19 pandemic. Given concerns for social distancing and limiting potential exposure, we also broadcast the meeting via YouTube. Comments related to public hearings and Public Comment have been welcomed via US Mail and email.*

**6:00 pm Convene Regular Meeting (County Auditorium)**

Invocation and Pledge of Allegiance  
Approve Agenda as Published

**Item 1 Presentations**

- a. Presentation of a 2021 NCPTA Safety Award to Sampson Area Transportation 1 - 2

**Item 2 Planning & Zoning Matters** 3 - 6

- b. Consideration of Preliminary Plan for Taylors Creek Phase III (21-lot, R) Located on Autry Mill Road 7 - 13
- c. Approve Amendments to Planning Board Rules of Procedure Required by NCGS Chapter 160D 14 - 34

**Item 3 Action Items**

- a. Public Hearing - Proposed Budget for FY 2021-2022 35 - 36
- b. Public Hearing - Economic Development Expenditures in Proposed Budget for FY 2021-2022 37
- c. Public Hearing - Naming of Private Roads 38 - 40
- d. Approval of Amendments to Ordinances Implementing Rules and Regulations of Sampson County Water and Sewer Districts I and II 41 - 65
- e. Consideration of Execution of a Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (**Closed Session may be required on this matter prior to action.**) 66 - 107
- f. Appointments 108 - 112
- CVB Board
  - Aging Advisory Council
  - EDC Advisory Board

<b>Item 4 Consent Agenda</b>	<b>113 - 114</b>
a. Approve the minutes of the May 3, 2021 and May 24, 2021 meetings	115 - 123
b. Authorize execution of the Juvenile Crime Prevention Council Certification for FY 21-22	124 - 128
c. Adopt a Resolution of Support for the Building Reuse Program application for Project Keegan	129 - 130
d. Approve documents associated with the CDBG-NR grant program: Equal Employment and Procurement Plan, Language Access Plan, Program Policies, Project Ordinance, Recipients Plan to Further Fair Housing, Residential Anti-Displacement and Relocation Assistance Plan, Section 3 Plan and Section 519 Resolution	131 - 156
e. Approve execution of the Contract to Audit Accounts between Sampson County and W. Greene PLLC for the fiscal year ending June 30, 2021	157 - 179
f. Approve the Financial Conflict of Interest Policy associated with Sampson County Emergency Management's participation in the RACE CARS trial on pre-hospital cardiac arrest protocols	180 - 191
g. Approve the execution of the Memorandum of Understanding between Sampson County (via Sampson County Health Department) and the Sampson County Child Advocacy Center	192 - 197
h. Approve the delinquent-filed property tax exemption for Whosoever Will Disciples of Christ Church	198 - 202
i. Approve the tax refunds and releases as submitted	203 - 206
j. Approve budget amendments as submitted	207 - 211
k. Approve the Proposed Capital Budget Expenses 2021-22 document submitted by Sampson County Schools (does not obligation allocation of funding; adopted budget ordinance document will authorize final allocation)	212 - 216
<b>Consent Agenda, Board of Health</b>	<b>217</b>
l. Approve revisions to the Health Department fee schedule as recommended by the Health Advisory Board	218
m. Write off as uncollectible certain delinquent accounts, as submitted	219
n. Approve the Environmental Health Quality Assurance Policy	220 - 229
o. Approve the Environmental Health Prioritization Policy	230 - 232

<b>Item 5</b>	<b>Board Information (Board of Health Items)</b>	<b>233 - 234</b>
	a. Health Advisory Board Meeting Minutes for March 15, 2021 and March 29, 2021	<b>235 - 240</b>
	b. Environmental Health QA Summary	<b>241</b>
<b>Item 5</b>	<b>County Manager's Reports</b>	
<b>Item 6</b>	<b>Public Comment Period</b>	<b>242 - 243</b>

*Comments will be received orally from those present, following the Board's established Rules of Procedure. In addition, written comments will be accepted until 5 pm on the date of the meeting via mail or email. Comments received by the deadline will be read aloud by the Clerk and included in the official minutes of the meeting (unless they violate the Board's Rules of Procedure).*

**Adjourn or Recess to Reconvene (for budget work sessions as desired)**

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 1(a)

Meeting Date: June 7, 2021

<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

---

**SUBJECT:** Presentation of a 2021 NCPTA Safety Award to Sampson Area Transportation

**DEPARTMENT:** Sampson Area Transportation

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Ro Oates-Mobley, SAT Director  
David Rhew, Director of NC Public Transportation Association

**PURPOSE:** To recognize Sampson Area Transportation with a 2021 NCPTA Safety Award

**ATTACHMENTS:** Memo

**BACKGROUND:**

Mr. David Rhew, Director of the NC Public Transportation Association will be present to award Ms. Oates-Mobley and some of her staff the 2021 NCPTA Safety Award. This award recognizes transit systems and their on-the-road safety performance.

**RECOMMENDED ACTION OR MOTION:**

No action needed other than congratulations to the staff of Sampson Area Transportation



SAMPSON AREA TRANSPORTATION  
311 COUNTY COMPLEX RD.  
BUILDING H  
CLINTON, NC 28328  
PHONE: (910) 299-0127

ROSEMARIE OATES, DIRECTOR  
Email: [roates@sampsonnc.com](mailto:roates@sampsonnc.com)

Memorandum:

TO: Mr. Ed Causey, County Manager  
FROM: Rosemarie Oates, Director, Sampson Area Transportation  
DATE: May 24, 2021  
RE: 2020 Safety Award Presentation

Mr. David Rhew, Director of the North Carolina Public Transportation Association (NCPTA) would like to present Sampson Area Transportation with the 2020 NCPTA Safety Award.

Please let me know if you have any questions.

Thank you,

Rosemarie Oates  
Director, Sampson Area Transportation

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 2 (a-b)

Meeting Date: June 7, 2021	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input checked="" type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

---

**SUBJECT:** Planning Issues

**DEPARTMENT:** Inspections and Planning Department

**PUBLIC HEARING:** No

**CONTACT PERSON:** Austin Brinkley, Senior Planner  
Joel Starling, County Attorney

**PURPOSE:** To consider actions on planning and zoning items as recommended by the Planning Board

**ATTACHMENTS:** Planning Staff Memoranda; Plat Documents  
Amended Planning Board Rules of Procedure

**BACKGROUND:**

- a. Consideration of Preliminary Plan for Taylors Creek Phase III (21-lots, R) Mr. Brinkley will review the request for approval of the preliminary plan for the 21-lot Taylors Creek Phase III Subdivision, located on Autry Mill Road. The preliminary plan was reviewed by the Planning Board at their May 10, 2021 meeting and unanimously recommended for approval.
- b. Amended Planning Board Rules of Procedure (Implementing Changes Required by NCGS Chapter 160D) Mr. Brinkley will review proposed amendments to the Planning Board's Rules of Procedure implementing the changes required by NCGS Chapter 160D. Unlike our regulatory/ordinance documents, a public hearing is not required prior to your consideration of these policies.

**RECOMMENDED ACTION OR MOTION:**

- a. Approve the preliminary plan as recommended by the Planning Board
- b. Approved the amended Rules of Procedure as recommended by the Planning Board

# ***Sampson County Inspections & Planning Department***

405 County Complex Rd. STE 110  
Clinton, North Carolina 28328  
(910) 592-0146 (T) (910) 596-0773 (F)



To: Ed Causey, County Manager  
Susan Holder, Assistant County Manager

From: Austin Brinkley, Senior Planner, CZO, CFM

Subject: June 7, 2021, Board of Commissioners Meeting

Date: May 26, 2021

## **TAYLORS CREEK PHASE III (PRELIMINARY PLAN)**

The Preliminary Plan for **Taylors Creek Phase III** was reviewed by the Sampson County Planning Board at their May 10, 2021, meeting. Austin Brinkley, Senior Planner, provided an overview of the preliminary plan which proposes 21 single-family lots being created. The subdivision is located on Autry Mill Road and the subject property is located within the Residential (R) Zoning District. The properties will be served by individual septic systems and county water. The street serving the subdivision is proposed to be a public right-of-way. There are no proposed buildable parcels located in the regulated floodplain nor are there any proposed parcels located in the 404 wetlands.

The Planning Board voted unanimously to recommend approval of the preliminary plan. Staff is recommending approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

## **RULES OF PROCEDURE**

The proposed amendments and update to the Planning Board Rules of Procedure were reviewed by the Sampson County Planning Board at their May 10, 2021 meeting. The amendments and update included land use regulation changes required by Chapter 160D of the North Carolina General Statutes. Austin Brinkley, Senior Planner, and Joel Starling, County Attorney, provided explanation to the Planning Board for any portions of the Rules of Procedure that needed further clarity. The Planning Board voted unanimously to recommend approval to the proposed changes of the Rules of Procedure.

## ***Sampson County Planning Department***

405 County Complex Rd. STE 110  
Clinton, North Carolina 28328  
(910) 592-0146 (T) (910) 596-0773 (F)



### Minutes of the Sampson County Planning Board

#### Meeting Date

May 10, 2021

#### Members Present

Marilyn Brooks  
Houston Crumpler, III  
Jay Darden  
Gail Gainey  
Jason Tyndall

#### Members Absent

County Attorney Joel Starling, Senior Planner Austin Brinkley, and Planner Michelle Lance were also present.

Marilyn Brooks gave the invocation and Chairman Crumpler led the Pledge of Allegiance.

#### Minutes Approved

Chairman Crumpler asked the Board to review the minutes and written decision for BAA21-01 of the April 12, 2021, meeting. Jay Darden made a motion that the minutes and written decision be approved as presented. The motion was seconded by Gail Gainey.

Ayes: Unanimous

#### New Business

#### Preliminary Subdivision Plan Review

Taylor's Creek Phase III- A 21 lot preliminary plan request by developer JT Property Management of NC, LLC, located on Autry Mill Rd., Godwin, NC.

Senior Planner, Austin Brinkley, presented "Taylor's Creek Subdivision Phase III", a 21-lot preliminary plan request by developer and property owner JT Property Management of NC, LLC. The developer proposes to subdivide 26.39 acres located on Autry Mill Rd. in the Mingo Township into 21 single-family lots that will be served by County water and individual septic systems. Mr. Brinkley recommended approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

Member Gail Gainey made a motion that the preliminary plan as submitted be recommended for approval to the Sampson County Board of Commissioners. The motion was seconded by Marilyn Brooks and was unanimously recommended for approval by the Board.

Ayes: Unanimous



**Other Business**

Sampson County Planning Board Rules of Procedure

In order to have all County procedures and policies be consistent with the standards outlined in Chapter 160D, staff has revised the Planning Board Rules of Procedure to reflect the new language from the North Carolina General Statutes.

Senior Planner, Austin Brinkley, presented an amended version of the Sampson County Planning Board Rules of Procedure. Mr. Brinkley informed the Board that the Rules of Procedure as presented were now 160D compliant. County Attorney, Joel Starling notified the board of a proposed change in the term of an officer. Currently an officer serves a two-year term the proposed change is for an officer to serve a one-year term.

Chairman Crumpler made a motion that Section V, item # 5 also include language that states “or ask the zoning administrator to present officially adopted recommendations on behalf of the Planning Board.” The motion was seconded by Jay Darden and was unanimously approved.

Ayes: Unanimous

Marilyn Brooks made a motion to approve the Planning Board Rules of Procedure as amended. The motion was seconded by Jason Tyndall and was unanimously approved.

Ayes: Unanimous

There being no further business Chairman Crumpler called for a motion to adjourn. Motion to adjourn was made by Jay Darden and seconded by Gail Gainey.

The Planning Board adjourned at 6:20 p.m.

\_\_\_\_\_  
Houston Crumpler III, Chairman

\_\_\_\_\_  
Austin Brinkley, Secretary

# PROPOSAL SUMMARY

**FINAL PLAT:** Taylors Creek Subdivision Phase III

**Property Location:** Autry Mill Rd.

**Request:** Developer proposes to subdivide 26.39 acres into 21 single-family lots

**Surveyor:** J. Scott Walker, PLS

**Engineer:** Enoch Engineers, P.A.

**Applicant:** JT Property Management of NC, LLC

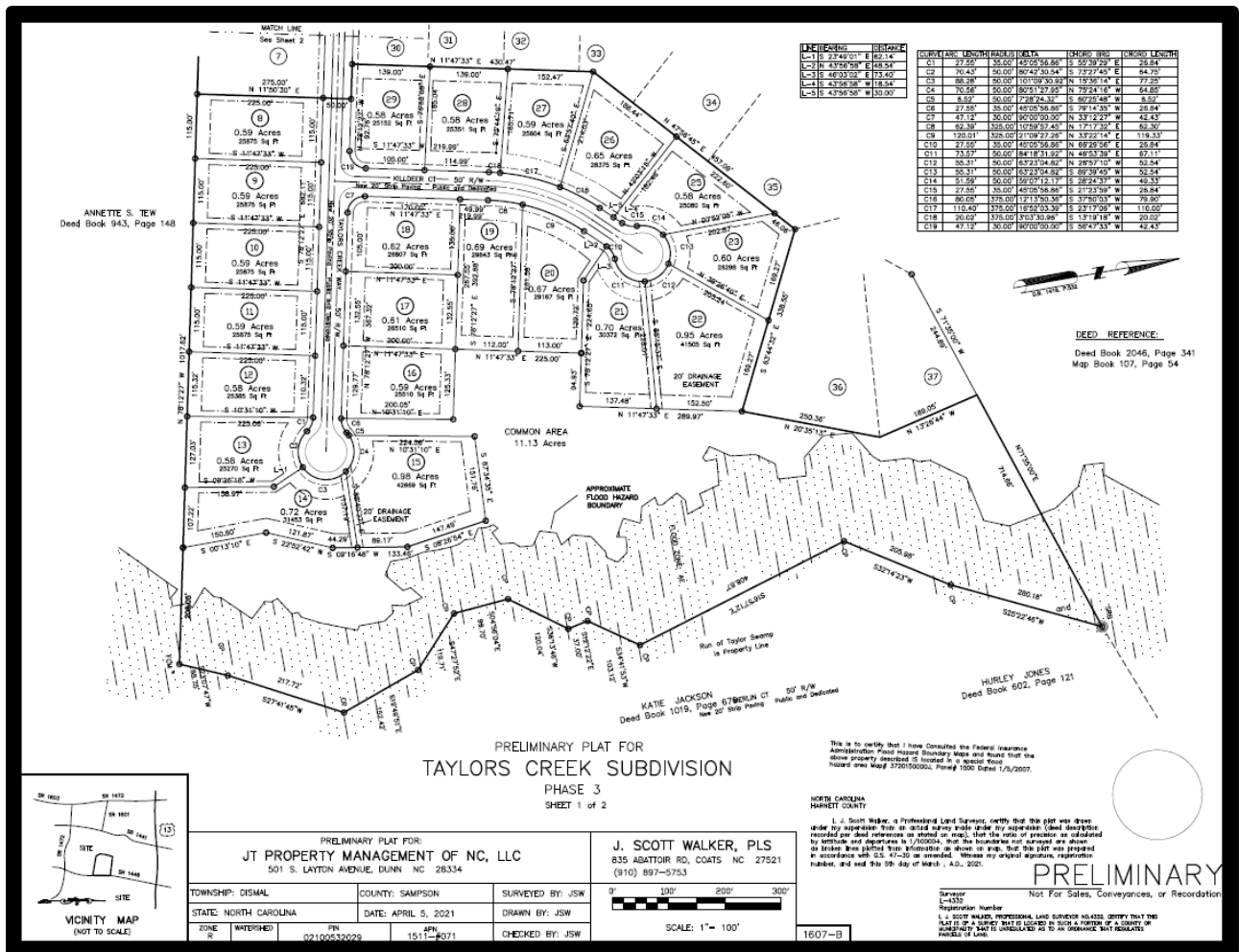
**Existing Land Use:** Vacant

**Property Owner/Developer:** JT Property Management of NC, LLC

**Zoning District:** Residential District (R)

**PIN #** 02100532029

**Township:** Mingo



## SUMMARY OF ANALYSIS & RECOMMENDATION

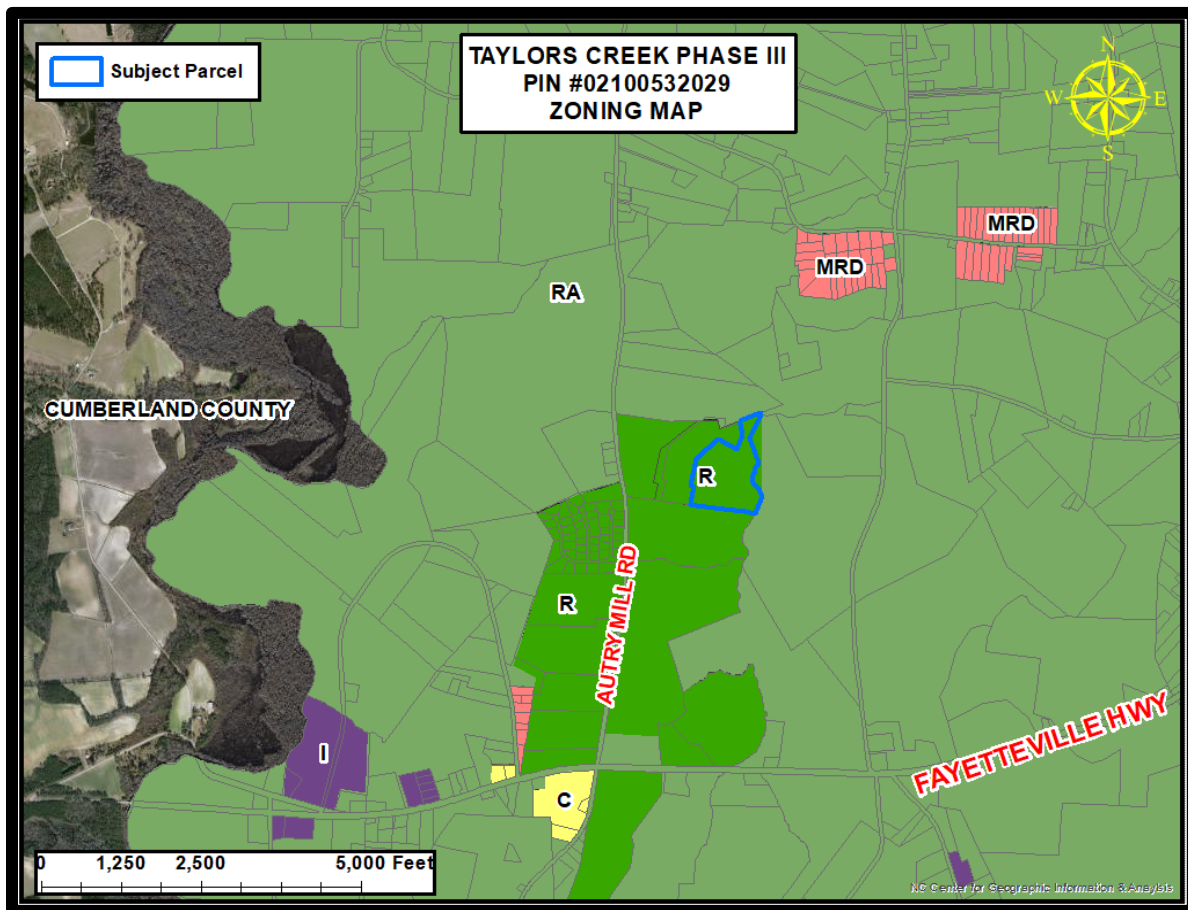
Staff is recommending approval of the preliminary plat due to its compliance with the Sampson County Subdivision Ordinance.

## ANALYSIS OF COMPATIBILITY WITH ADOPTED PLANS

### Sampson County Land Use Plan

The subject property is in the area designated as Residential Growth. This area has been determined to have a greater potential for development than the eastern and southern portions of Sampson County. Appropriate uses in the Residential Growth area include single-family home sites, residential subdivisions, and manufactured home parks.

### Zoning



The subject property is located in the Residential District (R) Zoning District. The R district provides an environment for residential uses at densities that correspond with the available

services while protecting residential use from non-residential use that may create a public health, safety, or general welfare issue or nuisance. The district also protects residential development that is primarily dependent on private wells and septic tanks to insure a safe and healthy living environment.

**Environmental Site Conditions**

- **Flood** – The parcel is located within the regulated floodplain.
- **Wetlands** – There are no wetlands located on the subject parcel.

**Water & Sewer Utilities**

- The lots will be served by Sampson County water and individual septic systems.

**Transportation**

Traffic Count Year	Road Name	Average Trips per day (ATD) – Actual	Design Capacity (ADT)
2019	Autry Mill Rd	1,100	9,300

**Fire Service Protection**

- Fire service is provided by the Clement Volunteer Fire Department.

**District Schools**

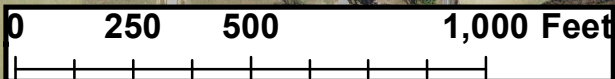
- Midway Elementary School
- Midway Middle School
- Midway High School



**AUTRY MILL RD**




**Subject Parcel**



**TAYLORS CREEK PHASE III  
PIN #02100532029  
PRELIMINARY SUBDIVISION**

**TAYLORS CREEK PHASE III  
PIN #02100532029  
ZONING MAP**



 Subject Parcel

**CUMBERLAND COUNTY**

RA

MRD

MRD

R

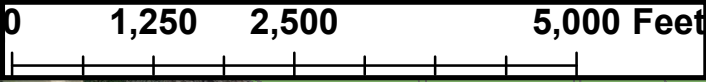
R

**AUTRY MILL RD**

**FAYETTEVILLE HWY**

O

C



11

**NOTES:**

This property does not appear to be located within 2000 feet of N. C. Grid Monumentation.

All measurements shown are horizontal ground measurements unless otherwise noted.

Area calculated by computer.

Set #4 rebar at all corners unless otherwise indicated.

Adjoining References are From the County GIS Office and other sources and May Not Have Been Verified by this Office.

Refer to Plans by Enoch Engineers, P.A. for Taylors Creek Dated 2-25-2020 for Existing Topography, Grading, Soil Erosion, Road Design, and a More Detailed Water Plan.

Lots are to be Served by Public Water and Individual Septic Systems.

Streets are to be Public and Dedicated.

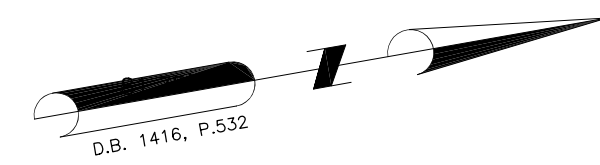
Maintenance of the Open Spaces and Drainage Easements Will be the Responsibility Of the Taylors Creek Home Owners Association.

**LEGEND:**

- FIP..... Found Iron Pipe
- SIP..... Set Iron Pipe
- FCM..... Found Concrete Monument
- FPK..... Found P.K. Nail
- PKS..... Set P.K. Nail
- FRB..... Found Rebar
- SRB..... Set Rebar
- R/W..... Right of Way
- CL..... Centerline
- CP..... Computed Point
- FRRS..... Found Railroad Spike
- SRRS..... Set Railroad Spike
- AXF..... Found Axle
- FLK..... Found Lightwood Knot

**LINE LEGEND:**

- Subject Tract Surveyed
- Subject Tract Not Surveyed
- Lot Lines
- Easement Line
- Road Centerline
- Surveyed Lines, R/W or Tie Line
- Not to Scale



**OWNER and SUBDIVIDER:**  
 JT PROPERTY MANAGEMENT OF NC, LLC  
 501 S. LAYTON AVE.  
 DUNN NC 28334

**PROFESSIONAL ENGINEER:**  
 ENOCH ENGINEERS, P.A.  
 Consulting Engineers & Surveyors  
 1403 NC Highway 50 South  
 Benson NC 27504  
 919-894-7765  
 enochengineers@earthlink.net

State of North Carolina  
 County of Sampson

I, \_\_\_\_\_, Review Officer of Sampson County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Date \_\_\_\_\_ Review Officer \_\_\_\_\_

**NOTE: THIS PLAT IS FOR REVIEW PURPOSES ONLY AND MAY NOT MEET THE REQUIREMENTS OF G.S. 47-30.**

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the County of Sampson and that I hereby adopt this plan of subdivision with my free consent and establish minimum setback lines as noted.

\_\_\_\_\_  
 Date \_\_\_\_\_ Owner \_\_\_\_\_

\_\_\_\_\_  
 Date \_\_\_\_\_ Owner \_\_\_\_\_

ANNETTE S. TEW  
 Deed Book 943, Page 148

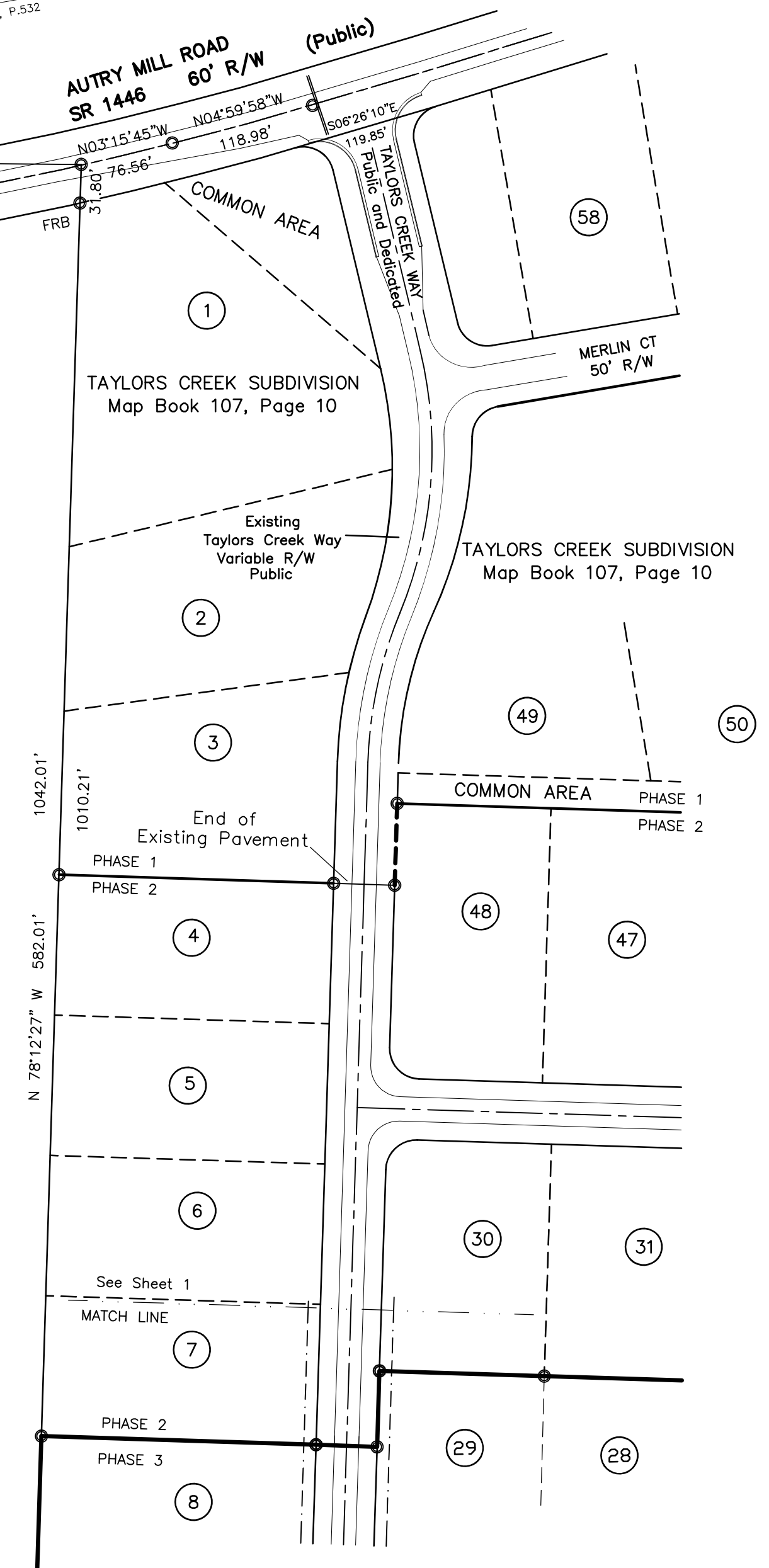
This is to certify that I have Consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the above property described is located in a special flood hazard area Map# 3720150000J, Panel# 1500 Dated 1/5/2007.

NORTH CAROLINA  
 HARNETT COUNTY

I, J. Scott Walker, a Professional Land Surveyor, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded per deed references as stated on map), that the ratio of precision as calculated by latitude and departures is 1/10000+, that the boundaries not surveyed are shown as broken lines plotted from information as shown on map, that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number, and seal this 5th day of March, A.D., 2021.

**PRELIMINARY**  
 Not For Sales, Conveyances, or Recordation

Surveyor  
 L-4332  
 Registration Number  
 I, J. SCOTT WALKER, PROFESSIONAL LAND SURVEYOR NO.4332, CERTIFY THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH A PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.



**SITE DATA for PHASE 2**

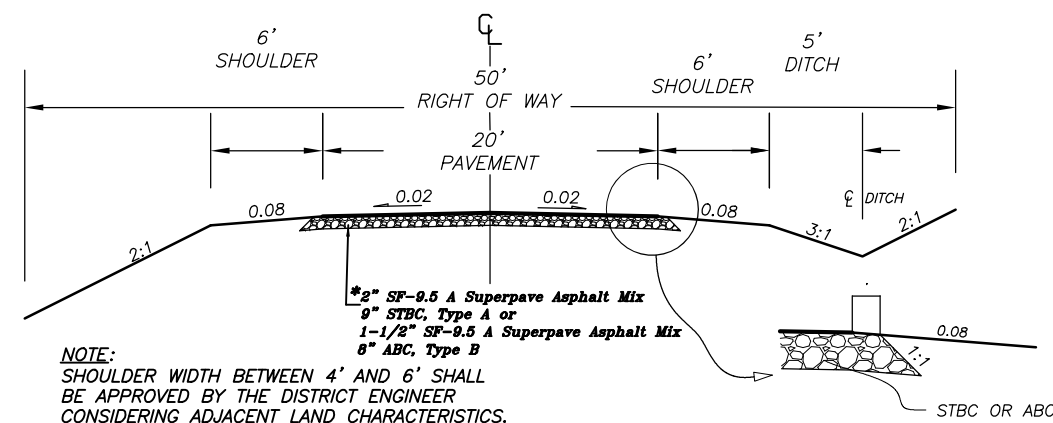
Area in Phase 3: 26.39 Acres  
 Area in Nonresidual uses: 11.13 Acres

Total Number of Parcels: 21  
 Smallest Lot: Lot 41 - 0.58 Acres  
 25080 sq. ft.

Streets: 1.62 Acres  
 Length of Street:  
 Taylors Creek Way: 630 ft  
 Killdeer Ct: 580 ft  
 Total: 1210 ft

**MINIMUM SETBACK REQUIREMENT**

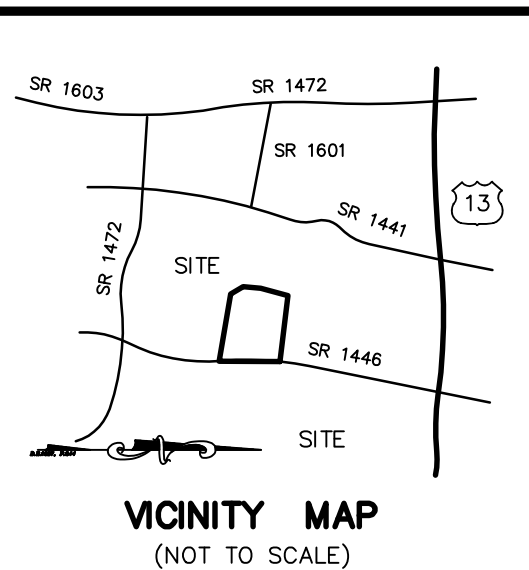
Front -----35'  
 Side-----10'  
 Rear-----25'



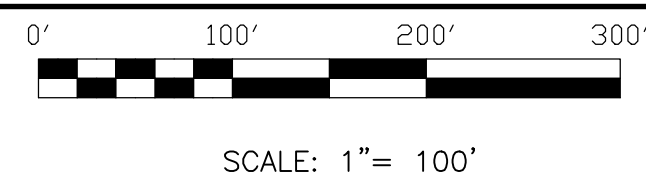
RESIDENTIAL LOCAL ROAD  
 CROSS SECTION DETAIL  
 WITH 50' PUBLIC R/W  
 NTS

\*SUBJECT TO STANDARDS OUTLINED ON PAGE 46 OF THE NC SUBDIVISION ROADS MINIMUM CONSTRUCTION STANDARDS AND ENGINEERED FIELD SOILS TESTS.

**PRELIMINARY PLAT FOR  
 TAYLORS CREEK SUBDIVISION  
 PHASE 3  
 SHEET 2 of 2**



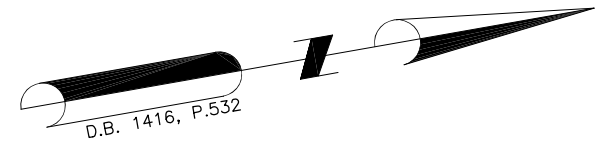
<b>PRELIMINARY PLAT FOR:</b>			
<b>JT PROPERTY MANAGEMENT OF NC, LLC</b>			
501 S. LAYTON AVENUE, DUNN NC 28334			
TOWNSHIP: DISMAL	COUNTY: SAMPSON	SURVEYED BY: JSW	
STATE: NORTH CAROLINA	DATE: APRIL 5, 2021	DRAWN BY: JSW	
ZONE R	WATERSHED	PIN 02100532029	APN 1511-#071
CHECKED BY: JSW		1607-B	



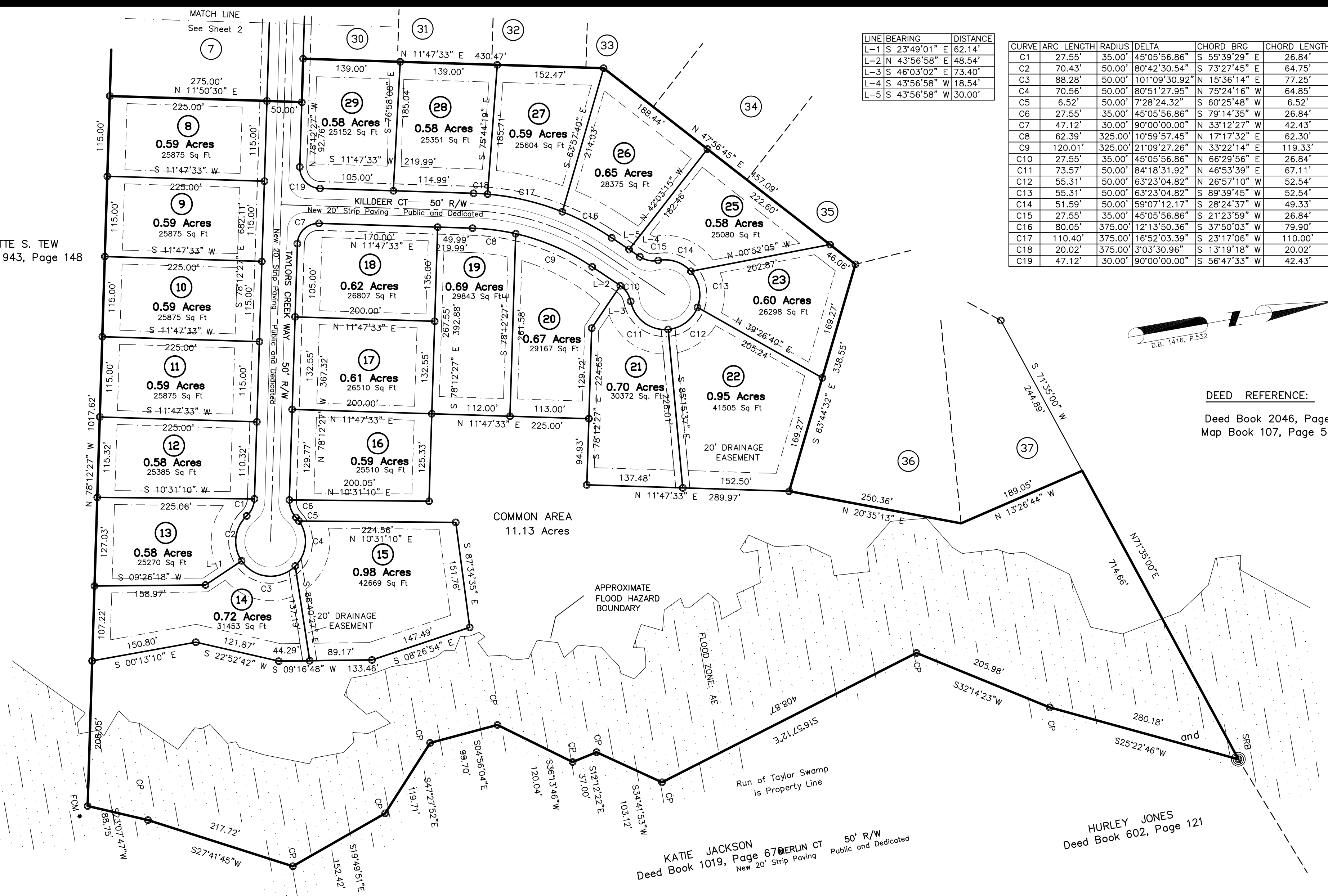
ANNETTE S. TEW  
Deed Book 943, Page 148

LINE	BEARING	DISTANCE
L-1	S 23°49'01" E	62.14'
L-2	N 43°56'58" E	48.54'
L-3	S 46°03'02" E	73.40'
L-4	S 43°56'58" W	18.54'
L-5	S 43°56'58" W	30.00'

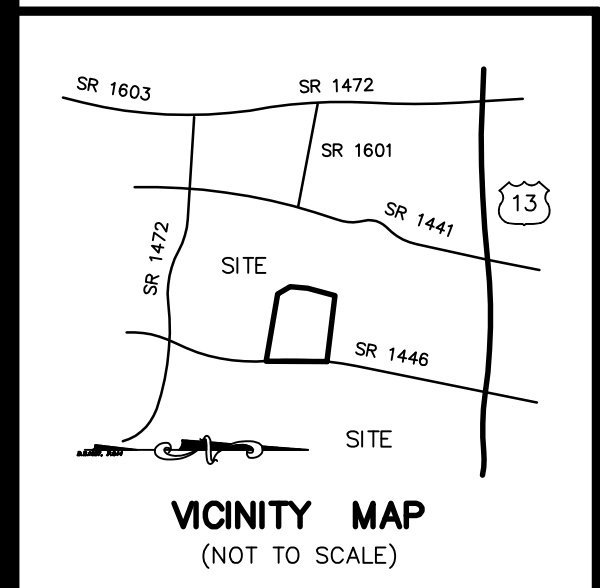
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BRG	CHORD LENGTH
C1	27.55'	35.00'	45°05'56.86"	S 55°39'29" E	26.84'
C2	70.43'	50.00'	80°42'30.54"	S 73°27'45" E	64.75'
C3	88.28'	50.00'	101°09'30.92"	N 15°36'14" E	77.25'
C4	70.56'	50.00'	80°51'27.95"	N 75°24'16" W	64.85'
C5	6.52'	50.00'	7°28'24.32"	S 60°25'48" W	6.52'
C6	27.55'	35.00'	45°05'56.86"	S 79°14'35" W	26.84'
C7	47.12'	30.00'	90°00'00.00"	N 33°12'27" W	42.43'
C8	62.39'	325.00'	10°59'57.45"	N 17°17'32" E	62.30'
C9	120.01'	325.00'	21°09'27.26"	N 33°22'14" E	119.33'
C10	27.55'	35.00'	45°05'56.86"	N 66°29'56" E	26.84'
C11	73.57'	50.00'	84°18'31.92"	N 46°53'39" E	67.11'
C12	55.31'	50.00'	63°23'04.82"	N 26°57'10" W	52.54'
C13	55.31'	50.00'	63°23'04.82"	S 89°39'45" W	52.54'
C14	51.59'	50.00'	59°07'12.17"	S 28°24'37" W	49.33'
C15	27.55'	35.00'	45°05'56.86"	S 21°23'59" W	26.84'
C16	80.05'	375.00'	12°13'50.36"	S 37°50'03" W	79.90'
C17	110.40'	375.00'	16°52'03.39"	S 23°17'06" W	110.00'
C18	20.02'	375.00'	3°03'30.96"	S 13°19'18" W	20.02'
C19	47.12'	30.00'	90°00'00.00"	S 56°47'33" W	42.43'



DEED REFERENCE:  
Deed Book 2046, Page 341  
Map Book 107, Page 54



PRELIMINARY PLAT FOR  
TAYLORS CREEK SUBDIVISION  
PHASE 3  
SHEET 1 of 2



PRELIMINARY PLAT FOR: <b>JT PROPERTY MANAGEMENT OF NC, LLC</b> 501 S. LAYTON AVENUE, DUNN NC 28334		<b>J. SCOTT WALKER, PLS</b> 835 ABATTOIR RD, COATS NC 27521 (910) 897-5753	
TOWNSHIP: DISMAL	COUNTY: SAMPSON	SURVEYED BY: JSW	<p>SCALE: 1" = 100'</p>
STATE: NORTH CAROLINA	DATE: APRIL 5, 2021	DRAWN BY: JSW	
ZONE R	WATERSHED	PIN 02100532029	APN 1511-#071
CHECKED BY: JSW		1607-B	

This is to certify that I have Consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the above property described IS located in a special flood hazard area Map# 3720150000J, Panel# 1500 Dated 1/5/2007.

NORTH CAROLINA  
HARNETT COUNTY

I, J. Scott Walker, a Professional Land Surveyor, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded per deed references as stated on map), that the ratio of precision as calculated by latitude and departures is 1/10000+, that the boundaries not surveyed are shown as broken lines plotted from information as shown on map, that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number, and seal this 5th day of March, A.D., 2021.

**PRELIMINARY**  
Not For Sales, Conveyances, or Recordation

Surveyor  
L-4332  
Registration Number  
I, J. SCOTT WALKER, PROFESSIONAL LAND SURVEYOR NO.4332, CERTIFY THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH A PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.



**SAMPSON COUNTY PLANNING BOARD  
RULES OF PROCEDURE**

**I. Purpose**

These Rules of Procedure are intended to establish procedures ensuring that the Sampson County Planning Board performs its responsibilities in an efficient, effective, and fair manner.

**Formatted:** Font: Bold, No underline

**II. Governing Statutes and Ordinances**

The Sampson County Planning Board shall be governed by the North Carolina General Statutes as well as the Ordinance Reconstituting the Sampson County Planning Board, the Zoning Ordinance of Sampson County, North Carolina, the Subdivision Regulations of Sampson County, North Carolina, and these Rules of Procedure, as each may be amended from time to time. Although referred to throughout these Rules of Procedure as a “planning board,” the Planning Board serves the dual roles of a planning board and a board of adjustment pursuant to ~~Chapter 153A, Article 18 of the North Carolina General Statutes~~ N.C. Gen. Stat. § (“G.S.”) 160D-302(b).

**Formatted:** Font: Bold, No underline

**Deleted:** Establishing

**Formatted:** No underline

**Deleted:** and

**Formatted:** Strikethrough

**III. Membership**

The Planning Board shall consist of five (5) members appointed by the Sampson County Board of Commissioners. Each member shall be a resident of Sampson County and must take the oath of office required by G.S. 160D-309 before starting his or her duties as a member. The Zoning Administrator or his or her designee as well as the County Manager shall be *ex officio*, non-voting members of the Planning Board. Two (2) members shall be appointed for an initial term expiring December 31, 2020. Three (3) members shall be appointed for an initial term expiring December 31, 2021. Upon the expiration of these terms, all subsequent terms shall be for three (3) years, except in the case of a partial term created by vacancy. A member may only be appointed for two consecutive terms, after which he or she shall be ineligible for reappointment for one (1) year. With the exception of the initial terms set forth above, which shall be treated as full terms hereunder, a partial term of more than eighteen (18) months shall be regarded the same as a full term, whereas a partial term of less than eighteen (18) months shall not be considered a term for purposes of the two (2) consecutive terms limit set forth above. A member’s term of office shall continue until such time as his or her successor is appointed and takes the oath of office.

**Formatted:** Font: Bold, No underline

**Deleted:** seven (7)

**Formatted:** No underline

**Moved (insertion) [1]**

**Deleted:** Members shall serve terms of three (3) years.

**Formatted:** No underline

**Formatted:** No underline

**Moved up [1]:** Members shall serve terms of three (3) years.

**Deleted:** three (3) year

**Formatted:** Font color: Text 1

**Formatted:** Not Strikethrough

**Formatted:** No underline

**Deleted:** For purposes of reappointment

**Formatted:** No underline

**Formatted:** No underline

**Deleted:**

**Formatted:** Font: Bold, No underline

Each Planning Board member is responsible for faithfully attending all regular Planning Board meetings. Any Planning Board member who expects to be absent at an upcoming meeting shall so notify the Chair or Secretary as soon as possible.

**IV. Removal**

A member of the Planning Board may be removed from office upon a majority vote of the Sampson County Board of Commissioners for any of the following causes:

**Deleted:** shall

**Deleted:** by

- A. Absence from any four (4) meetings during a calendar year, unless such absences have been excused by a majority of the members of the Planning Board only upon a showing of good cause with the reason constituting good cause being entered in the minutes of the Planning Board for each of the meetings from which such member was absent.
- B. Knowing participation in the consideration of any matter brought before the Planning Board under circumstances that would violate the constitutional right of any person to an impartial decision maker.
- C. Conviction of any crime that is classified as a Class 1 or Class 2 misdemeanor, with the exception of violations of offenses codified in Chapter 20 of the General Statutes of North Carolina which do not constitute crimes of moral turpitude, or a felony under the laws of North Carolina or the equivalent thereof if such conviction is under the laws of another state or the United States.
- D. Engaging in any personal conduct that is detrimental to the reputation and integrity of the Planning Board.
- E. Any other cause for which there is a legal basis for removal from office under the statutory or common law of North Carolina or the United States.

V. **Officers**

A. Chair

The Planning Board shall elect one of its members as Chair at its November 2019 regular meeting to serve until the Planning Board's first meeting of 2020. Thereafter, the Planning Board shall elect one of its members as Chair at the first meeting of the Planning Board during even-numbered years each year, to serve a two one-year term, and until the Planning Board elects a successor. The Chair shall be eligible to serve successive terms without limitation, subject, however, to the general limitation that a Planning Board member may only serve for two successive terms. The Chair has the following powers and duties:

1. Preside at all meetings of the Planning Board;
2. Appoint any committees found necessary to investigate any matters before the Planning Board;
3. Decide all points of order and procedure, subject to these Rules of Procedure, unless directed otherwise by a majority of subject to the right of appeal to the Planning Board in session at the time pursuant to G.S. 160D-406(d).
4. Administer oaths and affirmations to witnesses testifying before the Planning Board;

**Deleted:** ¶

**Deleted:** the Chair or the remaining

**Deleted:** , shall be grounds for removal from office by the Sampson County Board of Commissioners

**Formatted:** Indent: Left: 1", No bullets or numbering

**Formatted:** List Paragraph, Left, No bullets or numbering

**Formatted:** List Paragraph, Left, No bullets or numbering

**Formatted:** List Paragraph, Left, No bullets or numbering

**Formatted:** Indent: Left: 0.5", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

**Formatted:** Font: Bold, No underline

**Formatted:** Indent: Left: 0", Hanging: 0.56", Tab stops: 0.5", Left + Not at 0.25"

**Formatted:** Strikethrough

**Formatted:** No underline, Strikethrough

**Formatted:** Strikethrough

**Formatted:** Font: Not Italic

**Formatted:** No underline

**Formatted:** Strikethrough

**Formatted:** Strikethrough

**Formatted:** Not Highlight

**Deleted:** three (3) year

**Formatted:** Not Highlight

**Formatted:** Font: (Default) Times New Roman, 12 pt

**Formatted:** Font: (Default) Times New Roman, 12 pt, Strikethrough

**Formatted:** Font: (Default) Times New Roman, 12 pt

**Formatted:** Font: (Default) Times New Roman, 12 pt, Strikethrough

**Commented [JS1]:** Removing this provision is in conflict with the Ordinance establishing the Planning Board, as amended. The Ordinance will likely have to be amended ... [1]

**Formatted:** Font: (Default) Times New Roman, 12 pt

**Deleted:** ¶

**Formatted:** Font: (Default) Times New Roman, 12 pt

**Formatted** ... [2]

**Deleted:** ¶

5. Call a brief recess at any time;
6. Call special meetings in accord with these Rules of Procedure;
7. Sign documents on behalf of the Planning Board or authorize the Secretary to do so;
8. Present the Planning Board's officially-adopted recommendations concerning Planning Board business to the Sampson County Board of Commissioners, or appoint the Planning & Zoning administrator to present officially-adopted recommendations on behalf of the Planning Board;

B. Vice Chair

The Planning Board shall elect another of its members as Vice-Chair at the first meeting of the Planning Board ~~during even numbered years~~ each year, to serve a ~~two~~ one-year term, and until the Planning Board elects a successor. The Vice-Chair shall serve as acting chair if the Chair is absent or the office of Chair becomes vacant, in which case the Vice-Chair shall succeed to the office of Chair for the remainder of the unexpired term. During such times, the Vice-Chair shall have the same powers and duties as the Chair. The Vice-Chair shall be eligible to serve successive terms without limitation, subject, however, to the general limitation that a Planning Board member may only serve for two successive terms.

In the event the Vice-Chair is required to fill such a vacancy in the Office the Chair, the members of the Board shall appoint a successor Vice-Chair by majority vote, and said successor Vice-Chair shall succeed to that office for the remainder of the unexpired ~~two~~ one-year term set forth above.

C. Secretary

A person designated by the Sampson County Manager shall serve as Secretary to the Planning Board. The Secretary shall be eligible for reappointment for successive terms without limitation subject, however, to the general limitation that a Planning Board member may only serve for two successive terms in the event that the Secretary is also an appointed member of the Planning Board. If the Secretary is chosen from outside the appointed membership of the Planning Board, he or she shall not be eligible to vote upon any matter. The Secretary, subject to the direction of the Planning Board, shall have the following powers and duties:

1. Keep all Planning Board records and act as custodian thereof;
2. Record minutes of all Planning Board meetings (including committee meetings) pursuant to G.S. 160D-308;
3. Conduct all correspondence of the Planning Board;

**Deleted:** ¶  
¶

**Deleted:** Call a brief recess at any time

**Formatted:** Indent: Left: 1", Hanging: 0.5", No bullets or numbering

**Deleted:** ¶  
Excuse members from voting upon matters in which they have conflicts of interest;¶

**Deleted:** ¶

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1", Hanging: 0.5", No bullets or numbering

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1", Hanging: 0.5", No bullets or numbering

**Deleted:** Present the Planning Board's recommendations concerning County business to the Sampson County Board of Commissioners and otherwise represent the Planning Board

**Deleted:** ¶  
¶

**Deleted:** Perform such other duties as may be ordered by the Planning Board

**Deleted:** .

**Formatted:** Right: 0"

**Formatted:** Strikethrough

**Formatted:** Strikethrough

**Formatted:** Not Highlight

**Deleted:** three (3)-year

**Formatted:** Right: 0"

**Formatted:** Strikethrough

**Formatted:** Right: 0"

**Deleted:** other than those more general limitations set forth in Section III

**Formatted:** Not Highlight

**Deleted:** three (3)-year

**Deleted:** .

**Deleted:** Chair

**Formatted:** Underline

**Formatted:** Font: (Default) Times New Roman, 12 pt

**Formatted:** Normal, No bullets or numbering

- 4. Arrange for all public notices required to be given;
- 5. Generally supervise the clerical work of the Planning Board;

- 6. Notify Planning Board members and interested parties of pending meetings and their agenda;

VI. **Meeting Schedule**

A. Regular Meetings

The Planning Board shall hold a regular meeting on the ~~third~~<sup>second</sup> Monday of each month at 6:00 p.m. in the County Auditorium, located in Building A of the County Complex, 435 Rowan Road, Clinton, North Carolina, unless otherwise advertised, with the ability to call a second or special meeting at other times. The Planning Board may hold its regular meeting at some other convenient place in the county.

B. Special Meetings

On determining that delaying Planning Board consideration of a matter until the next regular meeting would be contrary to the public interest, the Chair may call a special meeting of the Planning Board at any time and place within Sampson County to consider that matter.

C. Cancellation and Rescheduling of Meetings

The Chair may cancel or reschedule a scheduled regular meeting on determining that there will be no business for the Planning Board to consider at the meeting, or that so many members have indicated their probable absence at the meeting that a quorum will not be present.

VII. **Meeting Notice**

A. Regular Meetings

The Secretary shall ensure that a current schedule specifying the time and place of the Planning Board's regular meetings for the calendar year is kept on file with the Clerk to the Sampson County Board of Commissioners in the Sampson County Manager's office. The Secretary shall send any revision to that schedule to the Clerk at least seven (7) calendar days before the first meeting to be held under the revised schedule.

When distributing agendas for an upcoming regular meeting to Planning Board members, the Secretary shall also mail or deliver the meeting's agenda to representatives of the news media and any other persons who have filed a written request for Planning Board meeting notices with the Secretary, and to the Clerk to

- Deleted: ¶
- Deleted: ¶
- Formatted: Font: (Default) Times New Roman, 12 pt
- Formatted: Normal, No bullets or numbering
- Deleted: ¶
- Deleted: ¶
- Formatted: Font: Bold, No underline

- Formatted: Right: 0"
- Formatted: Strikethrough
- Deleted: If the Chair so directs, t

- Formatted: Right: 0"

- Formatted: Right: 0"

- Formatted: Font: Bold, No underline

- Formatted: Right: 0"

- Formatted: Right: 0"

the Sampson County Board of Commissioners.

B. Special Meetings

Deleted: ¶

For any Planning Board meeting to be held at a time or place other than those shown on the filed schedule of the Planning Board's regular meetings, the Secretary shall send a written notice of the time, place, and purpose of the meeting to the Clerk to the Sampson County Board of Commissioners at least three (3) calendar days before the meeting. At least forty-eight (48) hours before the time of the meeting, the Secretary shall mail or deliver the meeting's agenda (or other written notice of the meeting's time, location, and purpose) to all Planning Board members and to representatives of the news media and any other persons who have filed a written request for Planning Board meeting notices with the Secretary.

C. Meeting Cancellations

For cancellation of any regular meeting, the Secretary shall notify all Planning Board members of the cancellation, and send notice of the cancellation to the Clerk to the Sampson County Board of Commissioners, at least twenty-four (24) hours before the scheduled meeting time.

D. No Notice for Continuation of Recessed Meetings

If the Planning Board recesses a regular or special meeting for which proper notice was given, after the Chair has announced in open session the time and place at which the meeting will be continued, no further notice need be given for the continued meeting.

E. Written Requests for Meeting Notice

To receive notice of Planning Board meetings, representatives of the news media and other persons must have a valid written request for meeting notice on file with the Secretary. A notice request remains valid for the current calendar year, and must be renewed annually to remain valid. Persons other than representatives of the news media must pay an annual administrative fee of \$10.00 when filing or renewing a request for meeting notice with the Secretary.

VIII. Meeting Agenda

Formatted: Font: Bold, No underline

A. Preparation of the Agenda

At least seven (7) calendar days before the Planning Board's next scheduled regular meeting, the Planning Director shall prepare the meeting's agenda. A Committee Chair who wishes to make a committee report at an upcoming Board meeting, or any Planning Board member who wishes the Board to consider a particular matter at the upcoming meeting, should notify the Planning Director of that wish well before the meeting date. This will allow the Planning Director to consider the

request when determining the meeting's agenda.

The Planning Director shall, subject to Planning Board approval and timing requirements imposed by statute and ordinance, set a schedule of application deadlines by which complete applications must be received from applicants in order for an application to be included on the Planning Board's agenda for a given month. The Planning Director is also authorized, subject to Planning Board approval, to develop rules regarding the form and content of applications submitted for consideration by the Planning Director and the Planning Board. Failure on the part of an applicant to comply with any such rule shall constitute grounds for refusal to place the application on the Planning Board's agenda and/or denial of the non-conforming application.

B. Distribution of Agenda and Materials to Board Members

At least five (5) calendar days before the meeting, the Secretary shall send each Board member a meeting agenda and all materials related to items on the agenda (e.g., applications, plans, staff report, and written comments received).

C. Distribution of Agenda and Materials to Interested Parties

When distributing the agenda to Planning Board members, the Secretary shall send an agenda to those persons entitled to meeting notice and shall send an agenda and all materials related to any application scheduled to be considered at the meeting to the contact person designated on that application. The Secretary shall also distribute the agenda to any other interested party who has filed a written request for Planning Board meeting notices with the Secretary, and shall include materials related to an agenda item if the notice request so asks. The Secretary shall also ensure that a reasonable number of copies of the agenda are available at the meeting for meeting attendees.

IX. **Quorum**

A majority of the full membership of the Planning Board must be present at a meeting if the Planning Board is to transact any business other than to adjourn. The Chair may not call a meeting to order until such a quorum is present unless, after waiting a reasonable time past the meeting's scheduled starting time, the Chair determines that there is no hope of obtaining a quorum. In that case, the Chair shall call the meeting to order, note the lack of a quorum, and adjourn the meeting. Once a member is present for any purpose at a duly called meeting, that member shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment thereof.

X. **Conduct of Meetings**

A. Open Meetings

**Formatted:** Font: Bold, No underline

**Deleted:** If a quorum ceases to be present at any time during a meeting, the Chair shall note the lack of a quorum, order the cessation of business, and adjourn the meeting.

**Deleted:** If a member has withdrawn from a meeting without being excused by a majority vote of the remaining members present, he or she shall be counted as present for the purposes of determining if a quorum is present.

**Deleted:** ¶

**Formatted:** Font: Bold

**Formatted:** Font: Bold, No underline

In accordance with North Carolina’s open meetings law, all official meetings of the Planning Board shall be open to the general public. An official Planning Board meeting is any gathering together of, or simultaneous communication between, a majority of Planning Board members for the purpose of considering the public business of the Planning Board. Informal gatherings and communications such as site visits and conference telephone calls may, therefore, constitute an official meeting. A purely social gathering or communication, however, does not constitute an official meeting. The Planning Board may exclude the public from its meetings only in certain limited cases identified in the open meetings law.

B. Control by Presiding Officer

The Chair shall preside over all Planning Board meetings and shall take whatever action is necessary to enforce compliance with these Rules of Procedure, provide a full opportunity for public comments, focus comments and discussion on issues directly related to the item being considered, ensure polite and orderly proceedings, and otherwise promote the efficient and effective disposition of matters before the Planning Board. Such actions may include providing for the selection of one or two spokespersons to represent groups of persons with common interests, interrupting unnecessary repetition of statements and opinions, interrupting personal attacks or digressions into immaterial issues, and ordering an end to disorderly conduct. If the Chair is absent, the Vice-Chair shall preside over the meeting. If both the Chair and Vice-Chair are absent, the Planning Board members present shall elect a temporary Chair from among them to preside over the meeting. Pursuant to G.S. 160D-406(d), the Chair shall rule on any objections, and the Chair's rulings may be appealed to the full Planning Board.

**Deleted:** limiting the time allotted to speakers,

**Formatted:** Underline

C. Order of Business

The Planning Board shall conduct business in accord with the distributed agenda. Otherwise, the Planning Board must adopt a motion to suspend the rules, before it may take up an item of business out of its proper order, remove an item from the agenda, or add a new item to the agenda. Planning Board members are encouraged to make any such motions at the beginning of the meeting whenever feasible.

**Deleted:** (by a two-thirds vote)

**Deleted:** ¶

**Deleted:** If a new item of business proposed to be added to the agenda requires staff review, the Planning Board may add the item to the agenda only for purposes of referring it to the staff or a Planning Board committee or scheduling it for consideration at a later meeting (as appropriate). The Planning Board may not discuss the substance of the matter or take any final action on the item except at a meeting where the item is included on the distributed agenda.¶

D. Procedure for Legislative Determinations

When the Planning Board is making a determination that is legislative in nature (e.g., rezoning requests and text amendments), it shall follow the following procedure:

1. Chair's Introduction

The Chair shall begin the Planning Board's consideration of each agenda item that is legislative in nature by announcing the title of the item, identifying the nature of the decision involved, and briefly explaining the

**Formatted:** Indent: Left: 1"

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1.5"

steps in Planning Board consideration of the item. In doing so, the Chair shall note the opportunity for public comments and briefly note the circumstances under which the Planning Board will receive public comment.

2. Staff Report and Recommendation

Most items considered by the Planning Board will involve prior review by County staff. After announcing such an agenda item, the Chair shall then ask County staff to describe the nature of the matter being considered and to present the staff's findings and recommendation for Board action. Following the staff report, Planning Board members may ask staff members for more information about the item and request clarification or explanation of the reasons for the staff's findings and recommendation.

3. Presentation or Comments from the Applicant

The Chair shall then provide the applicant an opportunity to make a presentation and respond to staff and committee findings and recommendations. The applicant, however, is not required to make a presentation. The applicant shall have five (5) minutes within which to make his or her presentation (excluding the time period required to answer any questions posed to the applicant), unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time. Following the applicant's presentation (or the Chair's solicitation of applicant comments, where the applicant declines to make a presentation), Board members may ask the applicant for more information about the proposal or request the applicant's response to staff recommendations, and may ask the staff to clarify their recommendations in light of the applicant's comments.

4. Comments from Other Interested Persons

The Chair shall then solicit comments on the item from persons attending the meeting, asking them to first state their name and address. Any person attending the meeting shall have five (5) minutes within which to speak (excluding the time period required to answer any questions posed to the person), unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time. If the number of persons attending the meeting indicates that a large number of persons may wish to comment on an item, the Chair may first ask those wishing to comment to raise their hands. If a large number of persons wish to comment, the Chair may encourage those with common interests to select a spokesperson to represent them, and a majority of the members of the Planning Board present may vote to take whatever other action may be necessary to ensure a full opportunity for public comments to be heard in an efficient manner.

**Deleted:** ¶

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1"

**Formatted:** Indent: Hanging: 0.5"

**Formatted:** Indent: Left: 1.5"

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1"

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1.5"

**Deleted:**

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1"

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1.5"

**Deleted:** limit the time allotted each speaker,

**Deleted:** or



The Chair shall determine the order in which persons may speak. Following each interested person's presentation, Planning Board members may ask the person about the nature of his or her interest and to clarify his or her comments.

5. Questions from Non-Board Members

Persons other than Planning Board members who have questions related to previous presentations and comments, shall direct them to the Chair, who may then redirect them to the appropriate persons. ~~A majority of the members of the Planning Board present may vote~~ The Chair may elect not to redirect questions that are immaterial, simply rhetorical, misleading, or unreasonably biased, or that have already been answered, or that constitute a personal attack, subject to the right to appeal the Chair's determination to the full Planning Board.

- Formatted: Indent: Left: 1", Hanging: 0.5"
- Formatted: Indent: Left: 1"
- Formatted: Indent: Left: 1", Hanging: 0.5"
- Formatted: Indent: Left: 1.5"
- Deleted: The Chair
- Deleted: choose

6. Board Discussion

If the item involves a request for specific Planning Board action (as with items involving an application or a staff or committee recommendation), the Chair shall invite Planning Board members to formally discuss the item and recommended action, without the need for a prior motion. Otherwise, the Chair shall state that a motion is in order, and Planning Board members may discuss the item only in response to a motion for specific Planning Board action.

- Formatted: Indent: Left: 1", Hanging: 0.5"
- Formatted: Indent: Left: 1"
- Formatted: Indent: Left: 1", Hanging: 0.5"
- Formatted: Indent: Left: 1.5"

The Chair shall determine the order in which Planning Board members are recognized to comment on the pending item or motion and shall ordinarily give each member present an opportunity to comment before allowing one member to comment a second time. Only Planning Board members may participate in the Planning Board's discussion of an item. If, however, the discussion raises requests for more information or questions about the previously heard presentations and comments, the Chair may relay those requests and questions to the appropriate persons and invite their response in the context of the Planning Board discussion.

- Formatted: Indent: Left: 1", Hanging: 0.5"
- Formatted: Indent: Left: 1.5"

7. Board Action

The Planning Board shall act on a substantive item by voting on a proper motion for action.

- Formatted: Indent: Left: 1", Hanging: 0.5"
- Formatted: Indent: Left: 1"
- Formatted: Indent: Left: 1", Hanging: 0.5"
- Formatted: Indent: Left: 1.5"

8. Reasons for Decisions

The Planning Board's action on any matter before it should not only be rational, but should also be perceived as rational. Therefore, any final action by the Board on substantive matters shall be based on express conclusions

- Formatted: Indent: Left: 1", Hanging: 0.5"
- Deleted: ¶
- Formatted: Indent: Left: 1"
- Formatted: Indent: Left: 1", Hanging: 0.5"
- Formatted: Indent: Left: 1.5"

that reflect a logical connection between the information available to the Planning Board and the standards, policies, and considerations applicable to the particular type of decision being made. These conclusions may be expressed in the motion for action, either directly or indirectly (by reference to adoption of a resolution, or concurrence with a staff report, that includes appropriate conclusions). Or they may have been expressed during the Planning Board discussion that immediately preceded the Planning Board's final action. If, when restating a motion before taking a vote, the Chair is uncertain whether the reasons for the moved action are explicit to all persons attending the meeting, the Chair shall ask the member making the motion to clarify the reasons for the moved action. When recommending an amendment to the Zoning Ordinance and/or Zoning Map, the Planning Board must adopt a brief statement describing whether the recommended action is consistent or inconsistent with approved plans.

E. Procedure for Administrative Determinations

When the Planning Board is making a determination that is administrative in nature, it shall follow the following procedure:

1. Chair's Introduction

The Chair shall begin the Planning Board's consideration of each agenda item that is administrative in nature by announcing the title of the item, identifying the nature of the decision involved, and briefly explaining the steps in Planning Board consideration of the item. In doing so, the Chair shall note the opportunity for public comments and briefly note the circumstances under which the Planning Board will receive public comment.

2. Staff Report and Recommendation

Most items considered by the Planning Board will involve prior review by County staff. After announcing such an agenda item, the Chair shall then ask County staff to describe the nature of the matter being considered and to present the staff's findings and recommendation for Board action. Following the staff report, Planning Board members may ask staff members for more information about the item and request clarification or explanation of the reasons for the staff's findings and recommendation.

3. Presentation or Comments from the Applicant

The Chair shall then provide the applicant an opportunity to make a presentation and respond to staff and committee findings and recommendations. The applicant, however, is not required to make a presentation. The applicant shall have five (5) minutes within which to

**Deleted:** .

**Formatted:** Underline

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Underline

**Formatted:** Indent: Left: 0"

**Formatted:** Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Indent at: 2"

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1.5"

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Indent at: 2"

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1.5"

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Indent at: 2"

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1.5"

make his or her presentation (excluding the time period required to answer any questions posed to the applicant), unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time. Following the applicant's presentation (or the Chair's solicitation of applicant comments, where the applicant declines to make a presentation), Board members may ask the applicant for more information about the proposal or request the applicant's response to staff recommendations, and may ask the staff to clarify their recommendations in light of the applicant's comments.

#### 4. Comments from Other Interested Persons

The Chair shall then solicit comments on the item from persons attending the meeting, asking them to first state their name and address. Any person attending the meeting shall have five (5) minutes within which to speak (excluding the time period required to answer any questions posed to the person), unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time. If the number of persons attending the meeting indicates that a large number of persons may wish to comment on an item, the Chair may first ask those wishing to comment to raise their hands. If a large number of persons wish to comment, the Chair may encourage those with common interests to select a spokesperson to represent them, and a majority of the members of the Planning Board present may vote to take whatever other action may be necessary to ensure a full opportunity for public comments to be heard in an efficient manner. The Chair shall determine the order in which persons may speak. Following each interested person's presentation, Planning Board members may ask the person about the nature of his or her interest and to clarify his or her comments.

#### 5. Questions from Non-Board Members

Persons other than Planning Board members who have questions related to previous presentations and comments, shall direct them to the Chair, who may then redirect them to the appropriate persons. The Chair may elect not to redirect questions that are immaterial, simply rhetorical, misleading, or unreasonably biased, or that have already been answered, or that constitute a personal attack, subject to the right to appeal the Chair's determination to the full Planning Board.

#### 6. Board Discussion

If the item involves a request for specific Planning Board action (as with items involving an application or a staff or committee recommendation), the Chair shall invite Planning Board members to formally discuss the item and recommended action, without the need for a prior motion. Otherwise, the

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Indent at: 2"

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: First line: 0"

**Formatted:** Underline

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Indent at: 2"

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1.5"

**Formatted:** Underline

**Formatted:** Underline

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Indent at: 2"

**Formatted:** Indent: Left: 1", Hanging: 0.5"

**Formatted:** Indent: Left: 1.5"

Chair shall state that a motion is in order, and Planning Board members may discuss the item only in response to a motion for specific Planning Board action.

**Formatted:** Indent: Left: 1", Hanging: 0.5"  
**Formatted:** Indent: Left: 1.5"

The Chair shall determine the order in which Planning Board members are recognized to comment on the pending item or motion and shall ordinarily give each member present an opportunity to comment before allowing one member to comment a second time. Only Planning Board members may participate in the Planning Board's discussion of an item. If, however, the discussion raises requests for more information or questions about the previously heard presentations and comments, the Chair may relay those requests and questions to the appropriate persons and invite their response in the context of the Planning Board discussion.

#### 7. Board Action

The Planning Board shall act on a substantive item by voting on a proper motion for action.

**Formatted:** Indent: Left: 1", Hanging: 0.5"  
**Formatted:** Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Indent at: 2"  
**Formatted:** Indent: Left: 1", Hanging: 0.5"

#### 8. Reasons for Decisions

The Planning Board's action on any matter before it should not only be rational, but should also be perceived as rational. Therefore, any final action by the Board on substantive matters shall be based on express conclusions that reflect a logical connection between the information available to the Planning Board and the standards, policies, and considerations applicable to the particular type of decision being made. These conclusions may be expressed in the motion for action, either directly or indirectly (by reference to adoption of a resolution, or concurrence with a staff report, that includes appropriate conclusions). Or they may have been expressed during the Planning Board discussion that immediately preceded the Planning Board's final action. If, when restating a motion before taking a vote, the Chair is uncertain whether the reasons for the moved action are explicit to all persons attending the meeting, the Chair shall ask the member making the motion to clarify the reasons for the moved action.

**Formatted:** Indent: Left: 1.5"  
**Formatted:** Indent: Left: 1", Hanging: 0.5"  
**Formatted:** Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Indent at: 2"  
**Formatted:** Indent: Left: 1", Hanging: 0.5"  
**Formatted:** Justified, Indent: Left: 1.5", Space Before: 0 pt, No bullets or numbering

#### EF. Procedure for Quasi-Judicial Determinations

When the Planning Board is making a determination that is quasi-judicial in nature (e.g., special use permit applications), it shall follow the following procedure; provided, however, that failure to comply with this sequence in hearing a matter shall not invalidate any action taken by the Planning Board with respect to the matter:

**Formatted:** Indent: Left: 1", No bullets or numbering  
**Formatted:** Indent: Left: 0.5", No bullets or numbering  
**Formatted:** Underline

##### 1. Chair's Introduction

The Chair shall begin the Planning Board's consideration of each agenda item that is quasi-judicial in nature by opening the matter for hearing, announcing the title of the item, identifying the nature of the decision involved, and briefly explaining the steps in Planning Board consideration of the item. In doing so, the Chair shall note that anyone [permitted to participate in the hearing under G.S. 160D-406\(d\) and G.S. 160D-1402\(c\)](#) who wishes to offer evidence to be considered by the Planning Board must testify under oath and require all persons ~~wishing to testify~~ to be sworn or give their solemn affirmation prior to the presentation of evidence, explicitly stating that any person that is not sworn at that time shall not be permitted to later testify or offer evidence during the hearing; provided, however, that legal counsel who are representing an applicant or some other party and not offering evidence shall be permitted to address the Planning Board without making an oath or affirmation.

Formatted: Strikethrough

2. Evidence by Staff

County staff shall offer testimony, describing the nature of the matter being considered and presenting the staff's findings ~~and recommendation for Planning Board action~~. Following the staff report, Planning Board members may ask staff members for more information about the item and request clarification or explanation of the reasons for the staff's findings and recommendation. [Pursuant to G.S. 160D-406\(e\), the County official who made a decision being appealed or the person currently occupying that position, if the decision maker is no longer employed by the County, shall be present at the evidentiary hearing as a witness.](#)

Formatted: Strikethrough

Deleted:

Formatted: Underline

3. Evidence by the Applicant

Deleted: ¶

The Chair shall then provide the applicant an opportunity to offer evidence in support of the application. [The applicant and any witnesses testifying on behalf of the applicant shall have five \(5\) minutes each within which to present evidence \(excluding the time period required to answer any questions posed to the applicant or witness\), unless a four-fifths \(4/5\) majority of the members of the Planning Board present vote to extend this time.](#) Planning Board members may ask the applicant or any witnesses testifying on behalf of the applicant for more information about the proposal ~~or request the applicant's response to staff recommendations, and may ask the staff to clarify their recommendations in light of the applicant's comments.~~ Persons ~~other than Planning Board members~~ [authorized to participate as parties at the hearing under G.S. 160D-406\(d\) and G.S. 160D-1402\(c\)](#) who have questions related to the evidence presented by the applicant or any witness for the applicant shall direct ~~them~~ [their questions](#) to the Chair, who may then redirect them to the applicant or witness. ~~A majority of the members of the Planning Board present may vote~~ [The Chair may elect](#) not to redirect questions that are immaterial, objectionable from

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Deleted: The Chair

Deleted: choose

Deleted: -

an evidentiary standpoint, simply rhetorical, misleading, or unreasonably biased, or that have already been answered, or that constitute a personal attack, subject to the right of appeal to the full Planning Board. The Chair may allow cross-examination of the applicant and any witness testifying on behalf of the applicant by a party authorized under G.S. 160D-406(d) and G.S. 160D-1402(c) or a licensed North Carolina attorney at law who represents any such party. The attorneySaid individuals shall have five (5) minutes within which to cross-examine each witness, unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time.

**Deleted:** -shall have five  
**Formatted:** Strikethrough  
**Formatted:** No underline

When an applicant who has been sent proper notice of the hearing fails to attend, the Planning Board may decide the matter before it in the applicant's absence. Upon a showing of excusable neglect, the Planning Board may reconsider applications decided in the absence of the applicant. Deliberate or willful conduct cannot constitute excusable neglect, nor does inadvertent conduct that does not demonstrate diligence on behalf of the applicant or his or her legal representative. What constitutes excusable neglect depends upon what, under all the surrounding circumstances, may be reasonably expected of an applicant and his or her legal representative in paying proper attention to his or her case and taking proper care to be prepared for any necessary hearing before the Planning Board.

**Deleted:** When an applicant who has been sent proper notice of the hearing fails to attend, the Planning Board may decide the matter before it in the applicant's absence. Upon a showing of hardship, inequity, or other good cause, the Planning Board may reconsider applications decided in the absence of the applicant.

**Formatted:** Not Highlight

**Deleted:** ¶

#### 4. Evidence by Other Proponents of the Application

The Chair shall then allow testimony by other persons in attendance in support of the application, provided that said persons are authorized to participate as parties or witnesses under G.S. 160D-406(d) and G.S. 160D-1402(c) and provided that said persons presented themselves to be sworn at the conclusion of the Chair's introduction. Any such person attending the meeting shall have five (5) minutes within which to speak (excluding the time period required to answer any questions posed to the person), unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time. If a large number of persons wish to offer testimony, the Chair may encourage those with common interests to select a spokesperson to testify; and a majority of the members of the Planning Board present may vote take whatever other action may be necessary to ensure that the matter may be heard in an efficient manner, subject, however, to constitutional limitations such as procedural due process. The Chair shall determine the order in which persons may testify. Following each interested person's testimony, Planning Board members may ask the person questions. Persons other than Planning Board members authorized to participate as parties at the hearing under G.S. 160D-406(d) and G.S. 160D-1402(c) who have questions related to the evidence presented by any such witness shall direct them to the Chair, who may then redirect them to the witness. A majority of the members of the Planning Board present may

**Formatted:** Underline

**Formatted:** Strikethrough

**Deleted:** limit the time allotted each witness,

**Formatted:** Strikethrough

**Deleted:** or

**Formatted:** Strikethrough

**Formatted:** Strikethrough

**Deleted:** The Chair

~~vote~~The Chair may elect not to redirect questions that are immaterial, objectionable from an evidentiary standpoint, simply rhetorical, misleading, or unreasonably biased, or that have already been answered, or that constitute a personal attack, subject to the right of appeal to the full Planning Board. The Chair may allow cross-examination of any other qualified proponent of the application and any witness testifying on behalf of a qualified proponent of the application by a party authorized under G.S. 160D-406(d) and G.S. 160D-1402(c) or by a licensed North Carolina attorney at law who represents any such party. ~~The attorney~~Said individuals shall have five (5) minutes within which to cross-examine each witness, unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time.

**Deleted:** A majority of the members of the Planning Board present may choose vote

**Formatted:** Not Highlight

**Formatted:** Not Highlight

**Formatted:** No underline

5. Evidence by Opponents of the Application

**Deleted:** The attorney shall have five (5) minutes within which to cross-examine each witness, unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time.¶

**Deleted:** ¶

After all evidence has been presented in favor of the application, the Chair shall allow testimony by persons in attendance in opposition to the application, provided that said persons are authorized to participate as parties or witnesses under G.S. 160D-406(d) and G.S. 160D-1402(c) and provided that said persons presented themselves to be sworn at the conclusion of the Chair's introduction. Any such person attending the meeting shall have five (5) minutes within which to speak (excluding the time period required to answer any questions posed to the person), unless a four-fifths (4/5) majority of the members of the Planning Board vote to extend this time. If a large number of persons wish to offer testimony, the Chair may encourage those with common interests to select a spokesperson to testify, ~~and a majority of the members of the Planning Board may vote to take whatever other action may be necessary to ensure that the matter may be heard in an efficient manner, subject, however, to constitutional limitations such as procedural due process.~~ The Chair shall determine the order in which persons may testify. Following each interested person's testimony, Planning Board members may ask the person questions. Persons ~~other than Planning Board members authorized to participate as parties at the hearing under G.S. 160D-406(d) and G.S. 160D-1402(c)~~ who have questions related to the evidence presented by any such witness shall direct them to the Chair, who may then redirect them to the witness. ~~A majority of the members of the Planning Board present may vote~~The Chair may elect not to redirect questions that are immaterial, objectionable from an evidentiary standpoint, simply rhetorical, misleading, or unreasonably biased, or that have already been answered, or that constitute a personal attack, subject to the right of appeal to the full Planning Board. The Chair may allow cross-examination of any qualified opponent of the application and any witness testifying on behalf of a qualified opponent of the application by a party authorized under G.S. 160D-406(d) and G.S. 160D-1402(c) or by a licensed North Carolina attorney at law or, in the case of an applicant who is a natural person acting pro se, by the applicant who

**Formatted:** Strikethrough

**Deleted:** limit the time allotted each witness,

**Formatted:** Strikethrough

**Deleted:** or

**Formatted:** Strikethrough

**Deleted:** other than Planning Board members

**Deleted:** The Chair

**Deleted:** A majority of the members of the Planning Board present may choose vote

**Formatted:** Strikethrough

**Formatted:** Font: Italic, Strikethrough

**Formatted:** Strikethrough

represents such a party. ~~The attorney~~Said individuals shall have five (5) minutes within which to cross-examine each witness, unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time.

**Deleted:** The attorney

#### 6. Rebuttal Evidence by the Applicant

The Chair shall then provide the applicant an opportunity to offer rebuttal evidence. The applicant and any witnesses testifying on behalf of the applicant shall have three (3) minutes each within which to present rebuttal evidence (excluding the time period required to answer any questions posed to the applicant or witness), unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time. Planning Board members may ask the applicant or any witnesses testifying on behalf of the applicant for more information about their testimony, and may ask the staff to clarify their recommendations in light of the applicant's comments. ~~Persons other than Planning Board members~~ authorized to participate as parties at the hearing under G.S. 160D-406(d) and G.S. 160D-1402(c) who have questions related to the evidence presented by the applicant or any witness for the applicant shall direct them to the Chair, who may then redirect them to the applicant or witness. ~~A majority of the members of the Planning Board present may vote~~The Chair may elect not to redirect questions that are immaterial, objectionable from an evidentiary standpoint, simply rhetorical, misleading, or unreasonably biased, or that have already been answered, or that constitute a personal attack, subject to the right of appeal to the full Planning Board. The Chair may allow cross-examination of the applicant and any witness testifying on behalf of the applicant by a party authorized under G.S. 160D-406(d) and G.S. 160D-1402(c) or a licensed North Carolina attorney at law who represents any such party. ~~The attorney~~Said individuals shall have three (3) minutes within which to cross-examine each witness, unless a four-fifths (4/5) majority of the members of the Planning Board present vote to extend this time.

**Formatted:** Not Highlight

**Formatted:** Strikethrough

**Deleted:** other than Planning Board members

**Formatted:** Underline

**Deleted:** A majority of the members of the Planning Board present may vote

**Deleted:** The attorney

**Formatted:** Not Highlight

**Formatted:** Indent: Left: 0"

**Deleted:** ¶

#### 7. Board Discussion

At the conclusion of all of the evidence, the Chair shall close the hearing and invite Planning Board members to formally deliberate the item and recommended action, without the need for a prior motion. Members must confine their deliberation to matters that were properly introduced and received as evidence during the quasi-judicial hearing. Otherwise, the Chair shall state that a motion is in order, and Planning Board members may discuss the item only in response to a motion for specific Planning Board action.

The Chair shall determine the order in which Planning Board members are recognized to comment on the pending item or motion and shall ordinarily give each member present an opportunity to comment before allowing one



member to comment a second time. Only appointed members of the Planning Board may participate in the Planning Board's discussion of an item. If, however, the discussion raises requests for more information or questions about the previous testimony or evidence, the Chair may reopen the hearing for the limited purpose of obtaining clarification.

Deleted: members

8. Board Action

Deleted: ¶

The Planning Board shall act on a substantive item by voting on a proper motion for action.

9. Reasons for Decisions

The Planning Board shall determine contested facts and make its decision within a reasonable time. Every quasi-judicial decision shall be based upon competent, material, and substantial evidence in the record pursuant to the requirements of G.S. 160D-406.

10. Decision Reduced to Writing

Each quasi-judicial decision shall be reduced to writing and reflect the Planning Board's determination of contested facts and their application to the applicable standards. The written decision shall be signed by the Chair or other duly authorized member of the Planning Board. A quasi-judicial decision is effective upon filing the written decision with the Secretary. The decision of the Planning Board shall be delivered within a reasonable time by personal delivery, electronic mail, or by first-class mail to the applicant, property owner, and to any person who has submitted a written request for a copy, prior to the date the decision becomes effective. The Secretary shall certify that proper notice has been made.

EG. Planning Board Action by Vote

Formatted: Indent: Left: 0"

Deleted: ¶

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Strikethrough

Formatted: Underline

A Planning Board action is adopted by vote only after:

1. A Planning Board member makes a proper motion for action;
2. Another Planning Board member seconds the motion;
3. The Chair restates the motion (including making any clarifications);
4. All Planning Board members have an opportunity to discuss the motion;
5. The Chair restates the motion again and asks for a vote;
6. The requisite proportion of Planning Board members present vote in favor of the motion; and

Deleted: ¶

7. The Chair announces the result of the vote (including the vote count).

~~There are matters that require super majority approval by statute (e.g., four-fifths (4/5) of the Planning Board must vote to approve a variance). However, unless otherwise provided by law or express provision of these Rules of Procedure, the concurring vote of a majority of Planning Board members present shall be sufficient to decide all other motions.~~

**Deleted:** The concurring vote of two-thirds (2/3) of members present is necessary to adopt motions that would suspend or change the Board's rules or established order of business, including those to amend the agenda, to limit or close debate, to extend the limits of debate, to call for the previous question, and motions objecting to consideration of a question.

**Deleted:** other

Unless excused from participation by a majority vote of the members of the Planning Board present due to a conflict of interest, each Planning Board member present has a duty to vote on a motion. The abstention of any member present shall be recorded as an affirmative vote. Votes are generally taken by voice ("ayes" and "nays"). The Chair may take a vote by a show of raised hands if the Board's discussion indicates that the vote may be close, or if, after the Chair announces a voice vote, a Board member or the Secretary questions the vote count or how members voted. The Board may not vote by secret ballot, and may vote by written ballot only if each member signs his or her ballot, the minutes record each member's vote, and the Secretary keeps the ballots available for public inspection until the minutes are approved.

#### GH. Minutes

The Secretary shall prepare minutes of all Planning Board meetings, including committee meetings. The minutes shall state which members were present and absent. They shall at least briefly note the gist of staff and committee reports and recommendations, applicants' presentations, public comments, and the Planning Board's discussion on each item. They shall also state the content of each principal motion before the Planning Board, identify who made and seconded the motion, and record the vote on the motion, identifying the vote count and, unless the vote is unanimous, the names of those voting for or against the motion. If the motion called for or recommended adoption of an ordinance or resolution, or the acceptance of a report, the minutes shall also include a copy of the ordinance, resolution, or report.

**Formatted:** Strikethrough

**Formatted:** Normal, Indent: Left: 0.5", No bullets or numbering

**Formatted:** Underline

**Formatted:** Font: (Default) Times New Roman, 12 pt

The Chair or a majority of the Planning Board may direct the Secretary to record a Planning Board meeting by audio-visual means. Any such audio-visual recording, as well as any other recording of a Planning Board meeting (including recordings made informally by staff to assist in the preparation of the written minutes of the Planning Board) shall be preserved by the Secretary pursuant to North Carolina's Public Records Act and these Rules of Procedure along with the minutes of Board meetings as set out below.

**Deleted:** ¶

The Secretary shall maintain the minutes of Board meetings on file in a safe and conveniently accessible place within the Planning Department, permit them to be inspected at reasonable times by any person, and furnish certified copies of them

**Formatted:** Justified, Indent: Left: 1"

on payment of prescribed fees.  
XI. **Conflicts of Interest**

To preserve public confidence in the integrity of the Planning Board and the County's governmental process, each Planning Board member shall have the duty to avoid even the appearance of a conflict of interest. A Planning Board member, therefore, shall ask the Planning Board to be excused from participation in any matter before the Planning Board in which the member's impartiality might reasonably be questioned, including, but not limited to, instances where:

- A. The Planning Board member has a personal bias or prejudice concerning any interested party, or representative of a party, to a matter before the Planning Board; or
- B. The Planning Board member has a close personal or financial relationship with any party or party representative; or
- C. The Planning Board member, or a member of the member's household, has a personal or financial interest that may be substantially affected (directly or indirectly) by the Planning Board's action on the matter.

If any other person questions the impartiality of a Planning Board member before or during the Planning Board's consideration of a matter, the Chair shall treat this as a request that the member be excused from participation. Any request that a Planning Board member be excused from participation must disclose the basis for the request.

On concurring that an actual or apparent conflict of interest exists, a majority of the members of the Planning Board present shall excuse the member from participation in the matter. On finding that an actual or apparent conflict of interest does not exist, a majority of the members of the Planning Board present shall refuse the request and allow the member to fully participate in the matter. No actual or apparent conflict of interest shall be deemed to exist where the matter would similarly affect all citizens of Sampson County (as generally with consideration of county wide policies and regulations), or where the Planning Board member's bias, prejudice, relationship, or interest is so insignificant or so remote that it is unlikely to affect the member's actions in any way.

If excused from participation in a matter, a Planning Board member may not sit with the Board during its consideration of the matter, and may not vote on, discuss, advocate, influence, or otherwise take part in the Planning Board's consideration of the matter, either in public or in private.

Members of the Planning Board shall be subject to and comply with the conflict-of-interest standards and procedural provisions set forth in G.S. 160D-109.

XII. Outside Communications~~Repealed~~

- Deleted: ¶
- Deleted: ¶
- Deleted: ¶
- Formatted: Font: Bold, No underline
- Formatted: Strikethrough
- Deleted: the Chair

Deleted: impartially-

Deleted: the Chair

Deleted: the Chair

- Deleted: ¶
- Formatted: Strikethrough
- Deleted: ¶
- Formatted: Font: Bold, Strikethrough
- Formatted: Indent: Left: 0", Numbered + Level: 1 + Numbering Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.75"
- Formatted: Font: Bold, No underline, Strikethrough
- Formatted: Not Strikethrough
- Formatted: Font: Bold, Strikethrough
- Formatted: Strikethrough

To preserve public confidence in the fairness of Planning Board deliberations and decisions, the Planning Board should ensure that the public and interested parties have the opportunity to know, and respond to, all information the Planning Board considers in making its decisions. The Planning Board should also ensure that each Planning Board member has the opportunity to know and consider the information available to other Planning Board members.

When the Planning Board considers issues that involve parties who are directly affected by the Board's decision, members shall avoid communicating with applicants or other interested parties about pending applications except at the Planning Board meetings at which the proposal is being considered. If a Planning Board member receives unsolicited communications about such a pending proposal outside of a Planning Board meeting, the member has the duty to reveal the communications during the Planning Board's consideration of the proposal. This ensures that the communicated information will become part of the record and that other Planning Board members and interested parties will have an opportunity to consider and refute the information.

When the Planning Board considers issues pertaining to the County as a whole or principally to the general public interest, it often finds access to a broad range of public input helpful in making a decision on the issue. In such cases, therefore, Planning Board members may communicate with interested persons outside of the meetings at which the issue is being considered. To ensure that each Planning Board member's decision is based on the full range of information and public opinion available to the Planning Board, members should avoid committing themselves to a position on the issue during any outside communications.

### XIII. Committees

The Chair has the authority to establish one or more committees for the purpose of investigating and reporting to the full Planning Board about any matters before the Board. All committees of the Planning Board shall be subject these Rules of Procedure in the same manner as those Rules apply to the full Planning Board, except those rules concerning the time and place of the Board's regular meetings. A committee may, by majority vote, adopt supplemental procedural rules to apply to the committee.

### XIV. Reference to Robert's Rules of Order

To resolve procedural questions not addressed by these Rules of Procedure, the Board shall refer to the latest edition of Robert's Rules of Order.

### XV. Amendments

These Rules of Procedure may, within the limits allowed by law, be amended at any time by an affirmative vote of a majority of the Board's membership.

**Deleted:** ~~Outside Communications~~

To preserve public confidence in the fairness of Planning Board deliberations and decisions, the Planning Board should ensure that the public and interested parties have the opportunity to know, and respond to, all information the Planning Board considers in making its decisions. The Planning Board should also ensure that each Planning Board member has the opportunity to know and consider the information available to other Planning Board members.

When the Planning Board considers issues that involve parties who are directly affected by the Board's decision, members shall avoid communicating with applicants or other interested parties about applications except at the Planning Board meetings at which the proposal is being considered. If a Planning Board member receives unsolicited communications about such a proposal outside of a Planning Board meeting, the member has the duty to reveal the communications during the Planning Board's consideration of the proposal. This ensures that the communicated information will become part of the record and that other Planning Board members and interested parties will have an opportunity to consider and refute the information.

When the Planning Board considers issues pertaining to the County as a whole or principally to the general public interest, it often finds access to a broad range of public input helpful in making a decision on the issue. In such cases, therefore, Planning Board members may communicate with interested persons outside of the meetings at which the issue is being considered, but each member has the duty to reveal the general nature and scope of relevant information and opinions gleaned from such communications during the Planning Board's consideration of the issue. To ensure that each Planning Board member's decision is based on the full range of information and public opinion available to the Planning Board, members should avoid committing themselves ... [3]

**Deleted:**

**Deleted:** ¶

**Formatted:** Underline

**Deleted:** ¶

**Formatted:** Font: Bold

**Formatted:** Font: Bold, No underline

**Deleted:** a two-thirds (2/3)

**Formatted:** Font: Bold, No underline

**Formatted:** Font: Bold, No underline

**Deleted:** at least two-thirds (2/3)

**Deleted:** , provided that the amendment is first presented to the Board in writing at a regular or special meeting held at least forty-eight (48) hours before the meeting at which the vote is taken

**Page 2: [1] Commented [JS1] Joel Starling 3/26/2019 10:06:00 AM**

Removing this provision is in conflict with the Ordinance establishing the Planning Board, as amended. The Ordinance will likely have to be amended to shift the authority to decide all points of procedure from the Chair to a majority of the members of the Planning Board present.

**Page 2: [2] Formatted Joel Starling 4/22/2019 3:38:00 PM**

Normal, Indent: Left: 1", Hanging: 0.5", No bullets or numbering

**Page 20: [3] Deleted AMJ 3/18/2019 10:48:00 AM**

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 3 (a & b)

Meeting Date:	June 7, 2021	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
---------------	--------------	--	--

---

**SUBJECT:** Public Hearings – Proposed Budget for Fiscal Year 2021-2022 and Proposed Economic Development Expenditures in 2021-2022 Budget

**DEPARTMENT:** Finance/Administration

**PUBLIC HEARING:** Yes – Board will need to convene two separate public hearings

**CONTACT PERSON(S):** Ed Causey, County Manager  
David Clack, Finance Officer

**PURPOSE:** To conduct statutorily required public hearings related to the proposed budget for FY 2021-2022

**ATTACHMENTS:** Public Hearing Notices

**BACKGROUND:**

- a. Public Hearing Regarding the Proposed Budget for FY 2021-2022 In accordance with NC General Statute 159-12(b), we have duly advertised a public hearing to receive public comment on the proposed budget. The Chairman should open the public hearing and call upon the Clerk to share any comments that have been submitted (via US Postal Service or email given the virtual hearing). The hearing should then be closed.
- b. Public Hearing Regarding Economic Development Expenditures in Proposed Budget for FY 2021-2022 Changes in Session Law 2015-277 added the requirement that local governments issue notice and hold a public hearing for *any appropriation* for economic development – not just for those hearings related specifically to incentives. Therefore, in accordance with NC General Statute 158-7.1, we have duly advertised a separate public hearing to receive public comment on those expenditures in the proposed budget specifically related to economic development. The Chairman should open the public hearing and call upon the Clerk to share any comments that have been submitted (via US Postal Service or email given the virtual hearing). The hearing should then be closed.

The Board may wish to offer comments and direction on the proposed budget for staff after hearings are closed.

**RECOMMENDED ACTION OR MOTION:**

Schedule any requested budget work sessions

**NOTICE OF PUBLIC HEARING**  
**SAMPSON COUNTY BOARD OF COMMISSIONERS**  
**PROPOSED BUDGET FOR FISCAL YEAR 2021-2022**

In accordance with NC General Statute 159-12, the **Proposed Budget for Fiscal Year 2021-2022** has been presented to the Sampson County Board of Commissioners and is available for public inspection in the Office of the Clerk to the Board, County Administration Building, 406 County Complex Road in Clinton between the hours of 8:00 a.m. and 5:00 p.m., weekdays. The proposed budget may also be viewed online at [www.sampsonnc.com](http://www.sampsonnc.com), and budget comments are welcomed at [budgetcomments@sampsonnc.com](mailto:budgetcomments@sampsonnc.com).

In accordance with NC General Statute 159-12(b), a **Public Hearing** on the proposed budget will be held on Monday, June 7 at 6:00 p.m., or as soon as possible thereafter, in the County Auditorium, 435 Rowan Road in Clinton, NC. Members of the public who attend the hearing in-person will be required to comply with social distancing requirements. The Board will also accept written comments until 5:00 p.m. on June 7, 2021 via email at [susanh@sampsonnc.com](mailto:susanh@sampsonnc.com) or via US Mail to Clerk to the Board, 406 County Complex Road, Building C, Clinton, NC 28328. Written comments submitted by members of the public will be read aloud by the Clerk and provided as part of the meeting minutes.

Questions or comments may be directed to the Office of the Clerk to the Board, 406 County Complex Road, Clinton, NC 28328 (tel: 910/592-6308)

**NOTICE OF PUBLIC HEARING -  
SAMPSON COUNTY BOARD OF COMMISSIONERS**

**ECONOMIC DEVELOPMENT APPROPRIATIONS INCLUDED IN THE  
PROPOSED BUDGET FOR FY 2021-2022**

In accordance with NC General Statutes 158-7.1 and 158-7.2, the Sampson County Board of Commissioners will hold a separate hearing for the purpose of receiving public comments on the recommended allocation of funds within the proposed FY 2021-2022 budget specific to economic development. Such hearing will be held immediately following the public hearing on the full recommended budget on Monday, June 7 at 6:00 p.m., or as soon as possible thereafter, in the County Auditorium, 435 Rowan Road in Clinton, NC.

Funding allocations for expenditures related to the recruitment and retention of industry included in the proposed FY 2021-2022 budget can be generally categorized as noted below. The proposed budget may also be viewed online at [www.sampsonnc.com](http://www.sampsonnc.com).

- \$195,784 Salaries/benefits for Economic Development personnel responsible for the recruitment and retention of industry
- \$79,689 Office operational expenses, incl. but not limited to office supplies, travel, advertising, dues/subscriptions, telephone/postage
- \$89,500 Contracted services, professional/legal/engineering
- \$686,623 Incentive payments as previously authorized by commissioners after duly-held public hearings
- \$27,669 Membership costs, Southeastern Economic Development Commission
- \$3,000 Clinton-Sampson Chamber Sponsorship
- \$260,000 Reserve for site-specific development costs such as floodplain/wetlands delineation, surveys, engineering reports



---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO.     3 (c)

Meeting Date: June 7, 2021	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
----------------------------	---	--

---

**SUBJECT:** Public Hearing – Naming of Private Roads

**DEPARTMENT:** Emergency Management (Addressing)/Administration

**PUBLIC HEARING:** Yes

**CONTACT PERSON(S):** Susan J. Holder, Assistant County Manager

**PURPOSE:** To receive public input on the naming of certain private roads

**ATTACHMENTS:** Memo

**BACKGROUND:**

We have duly advertised this public hearing to receive comments on the recommendations of the Road Naming Committee regarding the names of certain private roads:

PVT 1446 5404 161	Heron Court
PVT 1832 907	Country Cove Lane
PVT 1146 3087	Bradsher Farm Lane
PVT 1602 Murray Farms (Road A)	Tiger Paw Lane
PVT 1602 Murray Farms (Road B)	Sanford Lane
PVT Murray Farms (Road C)	Stegman Lane
PVT Murray Farms (Road D)	Athens Lane

The Chairman should open the hearing and call upon Assistant County Manager Susan Holder to review the Road Naming Committee recommendations, then open the floor for comments.

**RECOMMENDED ACTION OR MOTION:**

Name private roads as recommended

NORTH CAROLINA'S  
**SAMPSON COUNTY**  
OFFICE OF EMERGENCY SERVICES

**MEMORANDUM:**

**TO:** Ms. Susan Holder, Assistant County Manager

**FROM:** <sup>KH</sup> Kevin Hairr, Emergency Services

**DATE:** April 16, 2021

**SUBJECT:** Private Road Names/Public Hearing Request

The Road Naming Committee members have reviewed road name suggestions for the following pending private roads. The Committee's recommendations have been listed below:

PVT 1446 5404 161	Heron Ct
PVT 1832 907	Country Cove Ln
PVT 1146 3087	Bradsher Farm Ln
PVT 1602 Murray Farms (Road A)	Tiger Paw Ln
PVT 1602 Murray Farms (Road B)	Sanford Ln
PVT 1602 Murray Farms (Road C)	Stegman Ln
PVT 1602 Murray Farms (Road D)	Athens Ln

This is being forwarded for your review and if you concur, please place this on the Board's agenda for consideration at a public hearing.

Please review and advise.



107 Underwood Street | Clinton, NC 28328  
OFFICE: (910) 592-8996 | FAX: (910) 592-5383

# NOTICE OF PUBLIC HEARING NAMING OF PRIVATE ROADS

The Sampson County Board of Commissioners will hold a public hearing at 6:00 p.m. (or as soon as possible thereafter) on Monday, June 7, 2021 in the County Auditorium, Sampson County Complex Building A, 406 County Complex Road, Clinton NC to consider public input on the naming of the following private roads:

<b>PVT ROAD CODE</b>	<b>PROPOSED NAME</b>
PVT 1446 5404 161	Heron Court
PVT 1832 907	Country Cove Lane
PVT 1146 3087	Bradsher Farm Lane
PVT 1602 Murray Farms (Road A)	Tiger Paw Lane
PVT 1602 Murray Farms (Road B)	Sanford Lane
PVT Murray Farms (Road C)	Stegman Lane
PVT Murray Farms (Road D)	Athens Lane

Only those roads listed will be considered at this time.

Members of the public who attend the hearing in-person will be required to comply with social distancing requirements. The Board will also accept written comments until 5:00 p.m. on June 7, 2021 via email at [susanh@sampsonnc.com](mailto:susanh@sampsonnc.com) or via US Mail to Clerk to the Board, 406 County Complex Road, Building C, Clinton, NC 28328. Written comments submitted by members of the public will be read aloud by the Clerk and provided as part of the meeting minutes.

Questions or comments may be directed to the Office of the Clerk to the Board, 406 County Complex Road, Clinton, NC 28328 (tel: 910/592-6308)

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 3 (d)

Meeting Date: June 7, 2021

<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

---

**SUBJECT:** Approval of Amendments to Ordinances Implementing Rules and Regulations of Sampson County Water and Sewer Districts I and II

**DEPARTMENT:** Public Works

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Lin Reynolds, Public Works Director

**PURPOSE:** To consider amended ordinances related to the rules and regulations for the County's water district operations

**ATTACHMENTS:** Cover Memo, Amended Ordinance and Fee Schedule

**BACKGROUND:**

The Public Works Department is requesting approval of amended ordinances regarding the operations of Sampson County Water and Sewer Districts I and II. The original ordinances (adopted in 1995 and 1998) have been updated for clarity and to incorporate changes in late fees, special meter readings, x-data report fees, etc. Public Works Director Lin Reynolds will be present to review.

**RECOMMENDED ACTION OR MOTION:**

Approve the ordinance amendments as presented

# COUNTY OF SAMPSON

DEPARTMENT OF PUBLIC WORKS  
827 S.E. Blvd. • P.O. Box 1280 • Clinton, North Carolina 28328  
(910) 592-0188 • Fax No. (910) 592-7242

L.E. Reynolds, P.E.  
Public Works Director

**TO:** SAMPSON COUNTY BOARD OF COMMISSIONERS  
**FROM:** LINWOOD REYNOLDS, PE, PUBLIC WORKS DIRECTOR *LWR*  
**SUBJECT:** WATER & SEWER DISTRICT I & II ORDINANCE UPDATE  
**DATE:** 5/18/2021  
**CC:**

---

The Public Works Department would like to present the Sampson County Water Board a revised Ordinance for the Sampson County Water and Sewer Systems for consideration and approval. The original ordinances were written in 1995 for District I and 1998 for District II. These documents are outdated and needed revising to represent our current conditions and needs.

The documents were combined for clarity and items were added or adjusted such as reducing the penalty for late fees from 10% to 1% per month. Another item addressed was special meter readings, x-data report fees and a fee schedule sheet. If approved, the Public Works Departments would like to place this ordinance on our website for public access.

**AMENDMENTS TO  
ORDINANCES IMPLEMENTING RULES AND REGULATIONS OF  
SAMPSON COUNTY WATER AND SEWER DISTRICT I AND  
SAMPSON COUNTY WATER AND SEWER DISTRICT II**

**WHEREAS**, the Sampson County Board of Commissioners (the “Board”) previously adopted an Ordinance implementing Rules and Regulations for Sampson County Water and Sewer District I and an Ordinance implementing Rules and Regulations for Sampson County Water and Sewer District II (collectively, the “Ordinances”); and

**WHEREAS**, the Board has, from time to time, amended the Ordinances; and

**WHEREAS**, the Board finds that, in order to best promote the public health, safety, and general welfare of the citizens of Sampson County and to ensure the provision of water and sewer services to Sampson County Water and Sewer District I, the Ordinances should be further amended and combined as set forth herein below;

**THEREFORE, BE IT ORDAINED** that the Ordinances are hereby amended as follows:

---

**ORDINANCE**

~~RULES AND REGULATIONS OF  
SAMPSON COUNTY WATER AND SEWER DISTRICT I~~

~~I. USER CLASSIFICATION~~

<del>CLASSIFICATION</del>	<del>DESCRIPTION</del>
<del>Benefited User</del>	<del>Single or multi family residences or dwellings, schools, churches, or commercial establishment using a standard 5/8” x 3/4” service connection.</del>
<del>Nonbenefited User</del>	<del>Any user requiring larger than standard 5/8” x 3/4” service connection.</del>

~~II. RATE AND SCHEDULE AND TAP ON FEES~~

~~A. Benefited Users~~

- ~~(1) First 2,000 gallons @ \$12.50 (Minimum Charge) plus \$3.00 per 1,000 gallons for usage over 2,000 gallons~~

- ~~(2) — Multiresidential users such as trailer courts and multiplex apartments served through one meter will be billed at the District’s regular published rates but at a minimum of \$10.00 per user per month whichever is greater~~
- ~~(3) — The Board of Commissioners of Sampson County, sitting as the Water and Sewer Board for Sampson County Water and Sewer District I, shall have the authority by motion approved by a majority of its members then present to establish a bulk rate for water and sewer services sold to other units of local government.~~

~~B. Nonbenefited Users~~

~~Nonbenefited Users will be charged the same rate as benefited users until such time the rates are amended by the Board of Commissioners.~~

~~C. Tap-On Fees~~

- ~~(1) — Prior to closing of FmHA Loan
 
  - ~~a. — \$50.00 per connection~~~~
- ~~(2) — Prior to construction
 
  - ~~a. — \$150 per connection~~~~
- ~~(3) — After completion of the facility, the regular tap-on fee schedule will be:~~

<u>Meter Size</u>	<u>Cost</u>
<del>5/8" x 3/4"</del>	<del>\$ 450.00</del>
<del>1"</del>	<del>\$ 450.00</del>
<del>2" and above</del>	<del>\$ Cost of Construction</del>

- ~~(4) — Tap on fees are non-refundable.~~
- ~~(5) — The Board of Commissioners of Sampson County, sitting as the Water and Sewer Board for Sampson County Water and Sewer District I, shall have the authority by motion approved by a majority of its members then present to reduce the tap on fee for designated periods of time. The Board shall further have the authority to require that any customer who signs up for water and sewer service during a period of reduced tap on fees sign a contract obligating the customer to purchase water in an amount equal to at least the regular minimum as set out in the published rates of the District for a period of twenty-four (24) months or repay the difference between the temporary reduced tap on fee and the tap on fee prior to the temporary reduction.~~

### III. ~~APPLICATION FOR SERVICE~~

- ~~A. Users will make application for service in person at the Sampson County Complex at the same time make the deposit guarantee required below.~~
- ~~B. The District may reject any application for service not available under a standard rate or that involves excessive service cost, or that may affect the supply of service to other customers or for other good and sufficient reasons, in which case the tap-on fee will be refunded.~~
- ~~C. The District may reject any application for service whenever the applicant is delinquent in payment of bills incurred for service previously supplied at any location. In addition, whenever the owner of the premises has been served water and has not paid for the same, the District shall not be required to render service to anyone at said location where the water was used until said water bill is paid.~~

### IV. ~~CONNECTION FEES~~

- ~~A. During construction of the water facility—A connection fee will not be required for applicants.~~
- ~~B. Following completion of construction—Users will be required to make a cash connection fee of:  
  
Residents \$20.00.~~
- ~~C. The individual in whose name the application for service is made shall be responsible for payment of all bills incurred in connection with the service furnished.~~
- ~~D. A separate connection fee is required for each meter installed.~~
- ~~E. The Board of Commissioners of Sampson County, sitting as the Water and Sewer Board for Sampson County Water and Sewer District I, shall have the authority by motion approved by a majority of its members then present to reduce the connection fee for designated periods of time. The Board shall further have the authority to require that any customer who signs up for water and sewer service during a period of reduced connection fees sign a contract obligating the customer to purchase water in an amount equal to at least the regular minimum as set out in the published rates of the District for a period of twenty-four (24) months or repay the difference between the temporary reduced connection fee and the connection fee prior to the temporary reduction.~~

### V. ~~INITIAL OR MINIMUM CHARGES~~

- ~~A. The initial or minimum charge, as provided in the rate schedule, shall be made for each meter installed, regardless of location according to the classification of service. Each meter requires a separate meter reading sheet and each meter reading sheet shall cover a separate and individual account.~~



~~B. Where service is furnished to a user during certain months only, the minimum charge per service connection for the period of non-use shall be the regular minimum as set out in the published rates of the District.~~

~~C. Water furnished for a given lot shall be used on that lot only. Each user's service must be separately metered at single delivery and metering point. Each commercial unit and each storeroom or stall used for business purposes shall have a separate meter. All commercial use, including storerooms and stalls for business purposes, shall be metered separately from any residential use and vice versa, whether now in service or to be installed in the future.~~

#### ~~VI. DISTRICT'S RESPONSIBILITIES AND LIABILITY~~

~~A. The District shall run a service line from its distribution line to the property line in places where the distribution line runs immediately adjacent and parallel to the property to be served and for which a tap-on fee then in effect for each size of meter will be charged.~~

~~B. The District may install its meter at the property line or, at the District's option, on the user's property, or in a location mutually agreed upon.~~

~~C. When two or more meters are to be installed on the same premises for different users, the meters shall be closely grouped with each clearly designated as to which user it applies.~~

~~D. The District does not assume the responsibility of inspecting the user's piping or apparatuses.~~

~~E. The District reserves the right to refuse service unless the user's lines or piping is installed in such manner as to prevent cross connection or backflow.~~

~~F. The District shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the user's premises, unless such damage results directly from negligence on the part of the District. The District shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the negligence of third persons or forces beyond the control of the District resulting in any interruption of service.~~

~~G. Under abnormal conditions, the consumer will be notified of any extended interruptions of service.~~

#### ~~VII. USER/CONSUMER'S RESPONSIBILITY~~

~~A. Piping on the user's premises must be so arranged that the connections are conveniently located with respect to the District's supply lines.~~

- ~~B. If the user's piping on the user's premises is so arranged that the District is called upon to provide additional meters, each place of metering will be considered as a separate and individual account and will be charged as such.~~
- ~~C. Where metering is placed on the premises of a user, a suitable location shall be provided by the user for placing such meter that is unobstructed and accessible at all times to a meter reader.~~
- ~~D. The user shall furnish and maintain a private cutoff valve on the user's side of the meter; the District shall provide and furnish a like valve on the District's side of the meter.~~
- ~~E. The user's piping and apparatuses shall be installed and maintained at the user's expense in a safe and efficient manner in accordance with the District's rules and regulations and in full compliance with the sanitary regulations of the North Carolina Department of Environment, Health, and Natural Resources.~~
- ~~F. The user shall guarantee proper protection for the District's property placed on the user's premises and shall only permit authorized representatives of the District or its representatives to have access to that property.~~
- ~~G. In the event that any loss or damage to the property of the District or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the user, his agent or employees, the cost of the necessary repairs or replacement shall be paid by the user to the District and any liability otherwise resulting shall be assumed by the user.~~
- ~~H. The amount of such loss or damage or the cost of repairs shall be added to the user's bill and, if not paid, service may be discontinued by the District.~~
- ~~I. High volume pumps shall not be connected to or operated from a fire hydrant or any water main connected to the system unless the District is notified first.~~

#### ~~VIII. EXTENSION TO MAINS AND SERVICES~~

- ~~A. Extension of water lines within the District's service are will be handled as follows:
  - ~~1. A developer shall submit plans for proposed water line extensions for review and approval by the District, its engineer, and the North Carolina Department of Environment, Health, and Natural Resources.~~
  - ~~2. Lines will be installed in accordance with the approved plans, paid for by the developer, and then dedicated to the District for ownership, operation and maintenance.~~~~

~~B. The Board of Commissioners of Sampson County, sitting as the Water and Sewer Board for Sampson County Water and Sewer District I, shall have the authority to enter into contracts for the extension or addition of water and sewer line within the District provided that the users agree to bear a percentage of the cost of the extension or addition, upon such terms and conditions as may be advisable to the Board of Commissioners.~~

~~IX. ACCESS TO PREMISES~~

~~A. Duly authorized agents of the Districts shall have access at all reasonable hours to the premises of the user for the purpose of installing or removing District property, inspecting piping, reading or testing meters, or for any other purpose in connection with the District's service and facilities.~~

~~B. Each user shall grant or convey or shall cause to be granted or conveyed to the District a perpetual easement and right-of-way across any property owned or controlled by the user wherever said perpetual easement and right-of-way is necessary for the District water facilities and lines so as to be able to furnish service to the user.~~

~~X. CHANGE OF OCCUPANCY~~

~~A. Not less than three (3) days notice must be given in person at the County Complex office or in writing to discontinue service for a change in occupancy.~~

~~B. The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longer.~~

~~XI. METER READING, BILLING AND COLLECTING~~

~~A. Meters will be read and bills rendered monthly on or about the 10th day of each month. The District reserves the right to vary the dates or length of period covered, temporarily or permanently as necessary or desirable.~~

~~B. Bills for water service will be determined in accordance with the District's published rate schedule then in effect and will be based on the amount of water consumed for the period covered by the meter reading.~~

~~C. Charge for service commences when a meter is installed and connection made, whether used or not.~~

~~D. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different users, or for the same or different services.~~

~~E. Bills are due when rendered and will become delinquent on the 21st day of the month, whereupon a penalty of 10% of the bill amount will be added. If not paid within 10 days after the due date, service will be discontinued by the District.~~

~~F. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from payment due.~~

## ~~XII. SUSPENSION OF SERVICE~~

~~A. Upon discontinuance of service for nonpayment of bills, the District may proceed to collect the balance in the usual way provided by law for the collection of debts.~~

~~B. Service discontinued for nonpayment of bills will be restored after the user's water bills are paid in full, and the appropriate delinquent fees are paid. A delinquent fee of \$10.00 will be assessed for the first service discontinuation; a fee of \$20.00 will be assessed for a second or subsequent service disconnection. If no person eighteen or older is present at the premises when District personnel attempt to reconnect service, a return trip fee of \$25.00 shall be assessed for each such occasion.~~

~~C. The District reserves the right to discontinue its services without notice for the following additional reasons:~~

- ~~1. To prevent fraud or abuse~~
- ~~2. User's willful disregard of the District's rules.~~
- ~~3. Emergency repairs.~~
- ~~4. Insufficient or inadequate water supply due to circumstances beyond the District's control.~~
- ~~5. Legal procedures.~~
- ~~6. At the direction of public authorities.~~
- ~~7. Strike, riot, fire, flood, accident or any other unavoidable cause.~~

~~D. The District may, in addition to prosecution by law, permanently refuse service to any user who tampers with a meter or other measuring device.~~

## ~~XIII. COMPLAINTS AND ADJUSTMENTS~~

~~A. If the user believes a bill to be in error, the user shall present the claim in person at the District's office before the bill becomes delinquent.~~

~~B. The District will make special meter readings at the request of the user for a fee of \$10.00. If such special reading discloses that the meter was overread, the charge will be reimbursed.~~

~~C. Meters will be tested at the request of the user upon payment to the District of \$20.00. If the meter is found to overregister beyond 4% percent of the correct volume, no charge will be made.~~

~~D. If the seal of a meter is broken by other than the District's representative, or if the meter fails to register correctly, or is stopped for any cause, the consumer shall pay an amount estimated from the record of previous bills and/or from other proper data.~~

~~XIV. ABRIDGEMENT OF MODIFICATION OF RULES~~

~~A. No promise, agreement, or representation of any employee of the District shall be binding upon the District except as it shall have been agreed upon in writing, signed, and accepted by the acknowledge officers of the District.~~

~~B. No modification of rates or any of the rules and regulations shall be made by any agent of the District.~~

~~XV. ADOPTION OF RULES~~

~~A. Until further order of the Board of Commissioners of Sampson County, the rules and regulations as the same are hereinabove set out are hereby adopted as of the date hereof to become effective on and after \_\_\_\_\_.~~

~~ORDINANCE~~

~~RULES AND REGULATIONS OF  
SAMPSON COUNTY WATER AND SEWER DISTRICT II~~

~~I. USER CLASSIFICATION~~

<del>CLASSIFICATION</del>	<del>DESCRIPTION</del>
<del>Benefited User</del>	<del>Single or multi family residences or dwellings, schools, churches, or commercial establishments using a Standard 5/8" x 3/4" service connection.</del>
<del>Non benefited User</del>	<del>Any user requiring larger than standard 5/8" x 3/4" service Connection.</del>

~~II. RATE AND SCHEDULE AND TAP ON FEES~~

~~A. Benefited Users~~

~~(1) First 3,000 gallons @ \$15.00 (Minimum Charge) plus \$3.50 per 1,000 gallons for usage over 3,000 gallons~~

- ~~(2) — Multiresidential users such as trailer courts and Multiplex apartments served through one meter will be Billed at the District’s regular published rates but At a minimum of \$10.00 per user per month whichever Is greater~~
- ~~(3) — The Board of Commissioners of Sampson County, sitting as the Water and Sewer Board for Sampson County Water and Sewer District II, shall have the authority by motion approved by a majority of its members then present to establish a bulk rate for water and sewer services sold to other units of local government.~~

~~B. Non-benefited Users~~

~~Non-benefited Users will be charged the same rate as benefited Users until such time the rates are amended by the Board of Commissioners.~~

~~C. Tap-On Fees~~

- ~~(1) — Prior to closing of FmHA Loan~~

- ~~a. — \$75.00 per connection.~~

- ~~(2) — After completion of the facility, the regular tap-on fee schedule will be:~~

<u>Meter Size</u>	<u>Cost</u>
<del>5/8" x 3/4"</del>	<del>\$500.00</del>
<del>1"</del>	<del>\$600.00</del>
<del>2" and above</del>	<del>\$Cost of Construction</del>

- ~~(3) — Tap-on fees are non-refundable.~~

- ~~(4) — The Board of Commissioners of Sampson County, sitting as the Water and Sewer Board for Sampson County Water and Sewer District II, shall have the authority by motion approved by a majority of its members then present to reduce the tap-on fee for designated periods of time. The Board shall further have the authority to require that any customer who signs up for water and sewer service during a period of reduced tap-on fees sign a contract obligating the customer to purchase water in an amount equal to at least the regular minimum as set out in the published rates of the District for a period of twenty-four (24) months or repay the difference between the temporary reduced tap-on fee and the tap-on fee prior to the temporary reduction.~~

~~III. APPLICATION FOR SERVICE~~

- ~~A. Users will make application for service in person at the Sampson County Complex at the same time make the deposit guarantee required below.~~

- ~~B. The District may reject any application for service not available Under a standard rate or that involves excessive service cost, or that may affect the supply of service to other customers or for other good and sufficient reasons, in which case the tap-on fee will be refunded.~~
- ~~C. The District may reject any application for service whenever the applicant is delinquent in payment of bills incurred for service previously supplied at any location. In addition, whenever the owner of the premises has been served water and has not paid for the same, the District shall not be required to render service to anyone at said location where the water was used until said water bill is paid.~~

#### ~~IV. CONNECTION FEES~~

- ~~A. During construction of the water facility A connection fee will not be required for applicants.~~
- ~~B. Following completion of construction Users will be required to make a cash connection fee of:  
  
Residents \$20.00~~
- ~~C. The individual in whose name the application for service is made shall be responsible for payment of all bills incurred in connection with the service furnished.~~
- ~~D. A separate connection fee is required for each meter installed.~~
- ~~E. The Board of Commissioners of Sampson County, sitting as the Water and Sewer Board for Sampson County Water and Sewer District II, shall have the authority by motion approved by a majority of its members then present to reduce the connection fee for designated periods of time. The Board shall further have the authority to require that any customer who signs up for water and sewer service during a period of reduced connection fees sign a contract obligating the customer to purchase water in an amount equal to at least the regular minimum as set out in the published rates of the District for a period of twenty four (24) months or repay the difference between the temporary reduced connection fee and the connection fee prior to the temporary reduction.~~

#### ~~V. INITIAL OR MINIMUM CHARGES~~

- ~~A. The initial or minimum charge, as provided in the rate schedule, shall be made for each meter installed, regardless of location according to the classification of service. Each meter requires a separate meter reading sheet and each meter reading sheet shall cover a separate and individual account.~~
- ~~B. Where service is furnished to a user during certain months only, the minimum charge per service connection for the period of non use shall be the regular minimum as set out in the published rates of the District.~~

~~C. Water furnished for a given lot shall be used on that lot only. Each user's service must be separately metered at single delivery and metering point. Each commercial unit and each storeroom or stall used for business purposes shall have a separate meter. All commercial use, including storerooms and stalls for business purposes, shall be metered separately from any residential use and vice versa, whether now in service or to be installed in the future.~~

#### ~~VI. DISTRICT'S RESPONSIBILITIES AND LIABILITY~~

~~A. The District shall run a service line from its distribution line to the property line in places where the distribution line runs immediately adjacent and parallel to the property to be served and for which a tap-on fee then in effect for each size of meter will be charged.~~

~~B. The District may install its meter at the property line or, at the District's option, on the user's property, or in a location mutually agreed upon.~~

~~C. When two or more meters are to be installed on the same premises for different users, the meters shall be closely grouped with each clearly designated as to which user it applies.~~

~~D. The District does not assume the responsibility of inspecting the user's piping or apparatuses.~~

~~E. The District reserves the right to refuse service unless the user's lines or piping is installed in such manner as to prevent cross-connection or back flow.~~

~~F. The District shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the user's premises, unless such damage results directly from negligence on the part of the District. The District shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the negligence of third persons or forces beyond the control of the District resulting in any interruption of service.~~

~~G. Under abnormal conditions, the consumer will be notified of any extended interruptions of service.~~

#### ~~VII. USER/CONSUMER'S RESPONSIBILITY~~

~~A. Piping on the user's premises must be so arranged that the connections are conveniently located with respect to the District's supply lines.~~

~~B. If the user's piping on the user's premises is so arranged that the District is called upon to provide additional meters, each place of metering will be considered as a separate and individual account and will be charged as such.~~



- ~~C. Where metering is placed on the premises of a user, a suitable location shall be provided by the user for placing such meter that is unobstructed and accessible at all times to a meter reader.~~
- ~~D. The user shall furnish and maintain a private cutoff valve on the user's side of the meter; the District shall provide and furnish a like valve on the District's side of the meter.~~
- ~~E. The user's piping and apparatuses shall be installed and maintained at the user's expense in a safe and efficient manner in accordance with the District's rules and regulations and in full compliance with the sanitary regulations of the North Carolina Department of Environment, Health, and Natural Resources.~~
- ~~F. The user shall guarantee proper protection for the District's property placed on the user's premises and shall only permit authorized representatives of the District or its representatives to have access to that property.~~
- ~~G. In the event that any loss or damage to the property of the District or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the user, his agent or employees, the cost of the necessary repairs or replacement shall be paid by the user to the District and any liability otherwise resulting shall be assumed by the user.~~
- ~~H. The amount of such loss or damage or the cost of repairs shall be added to the user's bill and, if not paid, service may be discontinued by the District.~~
- ~~I. High volume pumps shall not be connected to or operated from a fire hydrant or any water main connected to the system unless the District is notified first.~~

#### ~~VIII. EXTENSION TO MAINS AND SERVICES~~

- ~~A. Extension of water lines within the District's service are will be handled as follows:
 
  - ~~1. A developer shall submit plans for proposed water line extensions for review and approval by the District, its engineer, and the North Carolina Department of Environment, Health, and Natural Resources.~~
  - ~~2. Lines will be installed in accordance with the approved plans, paid for by the developer, and then dedicated to the District for ownership, operation and maintenance.~~~~
- ~~B. The Board of Commissioners of Sampson County, sitting as the Water and Sewer Board for Sampson County Water and Sewer District II, shall have the authority to enter into contracts for the extension or addition of water and sewer line within the District provided that the users agree to bear a percentage of the cost of the extension~~

~~or addition, upon such terms and conditions as may be advisable to the Board of Commissioners.~~

~~IX. ACCESS TO PREMISES~~

- ~~A. Duly authorized agents of the Districts shall have access at all reasonable hours to the premises of the user for the purpose of installing or removing District property, inspecting piping, reading or testing meters, or for any other purpose in connection with the District's service and facilities.~~
- ~~B. Each user shall grant or convey or shall cause to be granted or conveyed to the District a perpetual easement and right of way across any property owned or controlled by the user wherever said perpetual easement and right of way is necessary for the District water facilities and lines so as to be able to furnish service to the user.~~

~~X. CHANGE OF OCCUPANCY~~

- ~~A. Not less than three (3) days notice must be given in person at the County Complex office or in writing to discontinue service for a change in occupancy.~~
- ~~B. The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longer.~~

~~XI. METER READING, BILLING AND COLLECTING~~

- ~~A. Meters will be read and bills rendered monthly on or about the 10th day of each month. The District reserves the right to vary the dates or length of period covered, temporarily or permanently as necessary or desirable.~~
- ~~B. Bills for water service will be determined in accordance with the District's published rate schedule then in effect and will be based on the amount of water consumed for the period covered by the meter reading.~~
- ~~C. Charge for service commences when a meter is installed and connection made, whether used or not.~~
- ~~D. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different users, or for the same or different services.~~
- ~~E. Bills are due when rendered and will become delinquent on the 21<sup>st</sup> day of the month, whereupon a penalty of 10% of the bill amount will be added. If not paid within 10 days after the due date, service will be discontinued by the District.~~

~~F. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from payment due.~~

## ~~XII. SUSPENSION OF SERVICE~~

~~A. Upon discontinuance of service for nonpayment of bills, the District may proceed to collect the balance in the usual way provided by law for the collection of debts.~~

~~B. Service discontinued for nonpayment of bills will be restored after the user's water bills are paid in full, and the appropriate delinquent fees are paid. A delinquent fee of \$10.00 will be assessed for the first service discontinuation; a fee of \$20.00 will be assessed for a second or subsequent service disconnection. If no person eighteen or older is present at the premises when District personnel attempt to reconnect service, a return trip fee of \$25.00 shall be assessed for each such occasion.~~

~~C. The District reserves the right to discontinue its services without notice for the following additional reasons:~~

- ~~1. To prevent fraud or abuse~~
- ~~2. User's willful disregard of the District's rules.~~
- ~~3. Emergency repairs.~~
- ~~4. Insufficient or inadequate water supply due to circumstances beyond the District's control.~~
- ~~5. Legal procedures.~~
- ~~6. At the direction of public authorities.~~
- ~~7. Strike, riot, fire, flood, accident or any other unavoidable cause.~~

~~D. The District may, in addition to prosecution by law, permanently refuse service to any user who tampers with a meter or other measuring device.~~

## ~~XIII. COMPLAINTS AND ADJUSTMENTS~~

~~A. If the user believes a bill to be in error, the user shall present the claim in person at the District's office before the bill becomes delinquent.~~

~~B. The District will make special meter readings at the request of the user for a fee of \$10.00. If such special reading discloses that the meter was overread, the charge will be reimbursed.~~

~~C. Meters will be tested at the request of the user upon payment to the District of \$20.00. If the meter is found to overregister beyond 4% percent of the correct volume, no charge will be made.~~

~~D. If the seal of a meter is broken by other than the District's representative, or if the meter fails to register correctly, or is stopped for any cause, the consumer shall pay an amount estimated from the record of previous bills and/or from other proper data.~~

~~XIV. ABRIDGEMENT OF MODIFICATION OF RULES~~

- ~~A. No promise, agreement, or representation of any employee of the District shall be binding upon the District except as it shall have been agreed upon in writing, signed, and accepted by the acknowledge officers of the District.~~
- ~~B. No modification of rates or any of the rules and regulations shall be made by any agent of the District.~~

~~XV. ADOPTION OF RULES~~

- ~~A. Until further order of the Board of Commissioners of Sampson County, the rules and regulations as the same are herein before set out are hereby adopted as of the date hereof to become effective on and after their adoption.~~

---

**ORDINANCE ADOPTING**  
**JOINT RULES AND REGULATIONS FOR**  
**SAMPSON COUNTY WATER AND SEWER DISTRICT I AND**  
**SAMPSON COUNTY WATER AND SEWER DISTRICT II**

The following Joint Rules and Regulations shall apply to Sampson County Water and Sewer District I and Sampson County Water and Sewer District II.

**I. Definitions.**

Unless the context specifically indicates otherwise, the following words and phrases, as used in these Joint Rules and Regulations, shall have the meanings set forth below:

*Backflow:* The undesirable reversal of flow of a liquid, gas, or other substance in a potable water distribution piping system as a result of cross-connection.

*Board:* The Sampson County Board of Commissioners, which serves as the governing body of District I and District II in accordance with N.C. Gen. Stat. § 162A-89.

*County:* Sampson County

*Cross-connection:*

- (i) Any physical connection between potable water supply system and any other piping system, sewer fixture, container, or device, whereby water or other liquids, mixtures, or substances may flow into or enter the potable water supply system;
- (ii) Any potable water supply outlet that is submerged or is designed or intended to be submerged in non-potable water or in any source of contamination; or
- (iii) An air gap that does not meet the requirements set forth in 15A NCAC 18C .0102(c)(2).

District I: Sampson County Water and Sewer District I, a county water and sewer district created by the Board and subject to the provisions of Article 6 of Chapter 162A of the North Carolina General Statutes.

District II: Sampson County Water and Sewer District II, a county water and sewer district created by the Board and subject to the provisions of Article 6 of Chapter 162A of the North Carolina General Statutes.

Division: The Department of Environmental Quality, Division of Water Resources.

Person: An individual, firm, partnership, association, public or private institution, municipality, political subdivision, governmental agency, or private or public corporation organized and existing under the laws of the State or any other state or country.

Potable water supply: Water approved for drinking and other household uses.

Public Works: The Sampson County Public Works Department.

Rules: This Ordinance Adopting Joint Rules and Regulations for Sampson County Water and Sewer District I and Sampson County Water and Sewer District II.

State: The State of North Carolina.

User: Any person that uses water supplied by or through a water system owned and/or operated in whole or in part by District I or District II.

Water System: All plants, systems, facilities or properties used or useful or having the present capacity for future use in connection with the supply or distribution of water or the control and drainage of stormwater runoff and any integral part thereof, including but not limited to water supply systems, water distribution systems, stormwater management programs designed to protect water quality by controlling the level of pollutants in, and the quantity and flow of, stormwater and structural and natural stormwater and drainage systems of all types, sources of water supply including lakes, reservoirs and wells, intakes, mains, laterals, aqueducts, pumping stations, standpipes, filtration plants, purification plants, hydrants, meters, valves, and all necessary appurtenances and equipment and all properties, rights, easements and franchises relating thereto and deemed necessary or convenient by the authority for the operation thereof.

## **II. Rate Schedule, Tap-on Fees, and Connection Fees.**

The rate schedule, tap-on fees, and connection fees for District I and District II will be determined by the Board from time to time and kept on file in the office of the Clerk to the Board and the Public Works office and also made available on the County's website.

### **III. Application for Service.**

- A. Persons who wish to become users must submit an application for water service in-person at the Public Works office or online at the County's website. Pursuant to N.C. Gen. Stat. § 162A-87.3, District I and District II are not required to provide water services to persons outside their respective Districts.
- B. District I and District II reserve the right to reject applications requesting water service that is not available under a standard rate, that involves excessive service cost, that may affect the supply of water to other users, or for other good and sufficient reasons, in which case any tap-on fee that has been paid will be refunded.
- C. District I and District II reserve the right to reject applications for water service when the person submitting the application is delinquent in payment of bills incurred for water service previously supplied at any location served by District I or District II. Furthermore, when the owner of the premises has been served water and has not paid for the same, the applicable District shall not be required to render service to anyone at said location until the delinquent water bill is paid in full.

### **IV. Initial or Minimum Charges.**

- A. The initial or minimum charge, as provided in the rate schedule, shall be made for each meter installed, regardless of location according to the classification of service. Each meter requires a separate meter reading and each meter reading shall cover a separate and individual account.
- B. Water furnished for a given lot or parcel shall be used on that lot or parcel only. Each user's water service must be separately metered at a single delivery and metering point. All commercial use for business purposes shall be metered separately from any residential use and vice versa, whether now in service or to be installed in the future.

### **V. Districts' Responsibilities and Liability.**

- A. District I and District II shall run a service line from distribution lines to the property line in places where the distribution lines run immediately adjacent and parallel to the property to be served and for which a tap-on fee then in effect for each size of meter will be charged.
- B. The applicable District may install its meter at the property line or, at the District's option, on the user's property, or in a location mutually agreed upon.
- C. When two or more meters are to be installed on the same premises or different users, the meters shall be closely grouped with each clearly designated as to which user it applies.

- D. District I and District II do not assume the responsibility of inspecting the user's piping or apparatuses.
- E. District I and District II reserve the right to refuse service unless the user's lines or piping is installed in such manner as to prevent cross-connections or back-flow.
- F. District I and District II shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the user's premises, unless such damage results directly from negligence on the part of the District. The District shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the negligence of third persons or forces beyond the control of the District resulting in any interruption of service.
- G. Under abnormal conditions, users will be notified of any extended interruptions of service.

#### **VI. User's Responsibilities.**

- A. Piping on the user's premises must be so arranged that the connections are conveniently located with respect to the applicable District's supply lines.
- B. If the user's piping on the user's premises is so arranged that the applicable District is called upon to provide additional meters, each place of metering will be considered as a separate and individual account and will be charged as such.
- C. Where metering is placed on the premises of a user, a suitable location shall be provided by the user for placing such meter that is unobstructed and accessible at all times to a meter reader.
- D. The user shall furnish and maintain a private cutoff valve and a pressure reducing valve on the user's side of the meter; the applicable District shall provide and furnish a like cutoff valve on the District's side of the meter.
- E. The user's piping and apparatuses shall be installed and maintained at the user's expense in a safe and efficient manner in accordance with the applicable District's rules and regulations and in full compliance with the applicable State regulations, including those of the Division.
- F. The user shall guarantee proper protection for the applicable District's property placed on the user's premises and shall only permit authorized representatives of the applicable District to have access to that property.
- G. In the event that any loss or damage to the property of the applicable District or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the user or the user's agent or employee, the cost of the necessary

repairs or replacement shall be paid by the user to the applicable District and any liability otherwise resulting shall be assumed by the user. The amount of such loss or damage or the cost of repairs shall be added to the user's bill and, if not paid, service may be discontinued by the District.

- H. High-volume pumps shall not be connected to or operated from a fire hydrant or any water main connected to the system unless the applicable District is notified and gives approval first.

## **VII. Extensions to Mains and Services.**

- A. Extension of water lines within District I and District II's service areas will be handled as follows:
1. A developer shall submit plans for proposed water line extensions for review and approval by the applicable District, the District's engineer, and the Division.
  2. Lines will be installed in accordance with the approved plans and paid for by the developer.
  3. Upon completion of the extension, the developer shall convey and/or transfer the complete facility, to include all rights-of-way, easements, permits, franchises and authorizations, and other instruments needed for operation and maintenance of the facility to the applicable District. The applicable District will not reimburse the developer.
- B. The Board shall have the authority to enter into contracts for the extension or addition of water and sewer line within District I and District II, provided that the users agree to bear a percentage of the cost of the extension or addition, upon such terms and conditions as may be advisable to the Board.

## **VIII. Access to Premises.**

- A. Public Works employees and other duly-authorized agents of the applicable District shall have access at all reasonable hours to the premises of the user for the purpose of installing or removing District property, inspecting piping, reading or testing meters, or for any other purpose in connection with the applicable District's service and water system.
- B. Each user shall grant or convey or shall cause to be granted or conveyed to the applicable District a perpetual easement and right-of-way across any property owned or controlled by the user wherever said perpetual easement and right-of-way is necessary for the District water system so as to be able to furnish service to the user.



**IX. Change of Occupancy.**

- A. Not less than three (3) days notice must be given in-person or in writing to Public Works to discontinue service for a change in occupancy.
- B. The outgoing user shall be responsible for all water consumed up to the time of departure or the time specified for departure, which ever period is longer.

**X. Meter Reading, Billing, and Collection.**

- A. Meters will be read on a 30-day cycle or as close to it as possible. District I and District II reserve the right to vary the dates or length of period covered, temporarily or permanently, as necessary or desirable.
- B. Bills for water service will be determined in accordance with the applicable District's published rate schedule then in effect and will be based on the amount of water consumed for the period covered by the meter reading.
- C. Charge for service commences when a service box is installed and connection is made, whether used or not.
- D. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different users, or for the same or different services.
- E. Bills are due when rendered and will become delinquent on the 21<sup>st</sup> day of the month, whereupon a penalty of 1% of the bill amount per month will be added. If not paid within 10 days after the due date, service will be discontinued by the applicable District.
- F. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from payment due.

**XI. Suspension of Service.**

- A. Upon discontinuance of water service for nonpayment of bills, the applicable District may proceed to collect the balance in the usual way provided by law for the collection of debts.
- B. Water service discontinued for nonpayment of bills will be restored only after the user's water bills are paid in full, and the appropriate delinquent fee of \$50.00 is paid.
- C. If a second return trip is needed to restore service, an additional fee of \$25.00 shall be assessed to the account for each trip.

- D. District I and District II reserve the right to discontinue water service without notice for the following additional reasons:
1. To prevent fraud or abuse.
  2. User's willful disregard of the District's rules.
  3. Emergency repairs.
  4. Insufficient or inadequate water supply due to circumstances beyond the District's control.
  5. Legal procedures.
  6. At the direction of public authorities.
  7. Strike, riot, fire, flood, accident or any other unavoidable cause.
- E. District I and District II may, in addition to any other remedies provided by law, permanently refuse service to any user who tampers with a meter or other measuring device.

## **XII. Complaints and Adjustments.**

- A. If the user believes a bill to be in error, the user shall present the claim in person or in writing to the Public Works office before the bill becomes delinquent.
- B. District I and District II will make special meter readings and/or XDATA Reports at the request of the user for a fee of \$25.00. If such special reading discloses that the meter was over-read, the charge will be reimbursed.

## **XIII. Abridgement or Modification of Rules.**

- A. No promise, agreement, or representation of a Public Works employee or other employee of District I or District II shall be binding upon District I or District II, except as it shall have been agreed upon in writing, signed, and accepted by the acknowledged officers of the applicable District.
- B. No modification of rates or any of the rules and regulations shall be made by any agent of District I or District II.

## **XIV. Adoption of Rules.**

These Rules and any amendments thereto are effective as of the date of adoption, unless otherwise indicated by the Board at the time of adoption.

**These amendments were adopted unanimously at a regular meeting of the Sampson County Board of Commissioners, after having been duly advertised as required by law, the 7<sup>th</sup> day of June, 2021.**

---

CLARK H. WOOTEN, Chair,  
Sampson County Board of Commissioners

**ATTEST:**

---

SUSAN J. HOLDER, Clerk,  
Sampson County Board of Commissioners

# Sampson County Water and Sewer District I & II Fee & Rates Schedule

All fees are subject to change by the Water and Sewer Board of Sampson County

## Tap Fees (per Connection)

5/8" x 3/4"	\$500
1"	\$600
2" and above	\$Cost of Construction

Tap-on fees are non-refundable.

## Water Rates

Minimum Flat Rate	\$19.40
Consumption Rate	\$4.85 per 1000 gallons

## Miscellaneous Utility Fees

Hydrant Meter Deposit	\$900
Hydrant Flow Test	\$150
Metering Tamper Fee	\$100
Meter Rereads/XDATA	\$25
Relocation existing meter box	\$250
Service installation -Flag (3 working days grace period)	\$25 for each return trip
Connection and Delinquent Fees	\$50
Any Return Trips	\$25

## Fireline Rates (Monthly Fee-No Meter)

2"	\$12
4"	35
6"	\$60
8"	\$75
10"	\$110
12"	\$150

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 3 (e)

Meeting Date: June 7, 2021	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input checked="" type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

---

**SUBJECT:** Consideration of Execution of a Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation

**DEPARTMENT:** Legal

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Joel Starling, County Attorney

**PURPOSE:** To consider adoption of the Resolution Approving the Memorandum of Agreement regarding proceeds relating to settlement of opioid litigation

**ATTACHMENTS:** Resolution Approving Memorandum of Agreement  
Proposed Memorandum of Agreement

**BACKGROUND:**

As previously authorized by the Board, Sampson County, as well as a number of counties and municipalities in North Carolina, joined with thousands of local governments across the country to file lawsuits against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct. Separately, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments. They believe that it is advantageous to all North Carolinians for local governments, including Sampson County and its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm.

*It may be helpful to your deliberations on this matter to enter Closed Session with the County Attorney to receive legal guidance with regard to the advisability of adopting the resolution approving the MOA.*

**RECOMMENDED ACTION OR MOTION:**

Consider adoption of the resolution approving the Memorandum of Agreement after receiving guidance from County Attorney in Closed Session

**A RESOLUTION BY THE COUNTY OF SAMPSON  
APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF  
NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE  
SETTLEMENT OF OPIOID LITIGATION**

**WHEREAS**, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

**WHEREAS**, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction, and overdose death; and

**WHEREAS**, the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

**WHEREAS**, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

**WHEREAS**, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

**WHEREAS**, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

**WHEREAS**, it is anticipated that a settlement in the national opioid litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson will make available, to the counsel with whom Sampson County has a direct contractual relationship, the opportunity to participate in a subdivision and common benefit attorneys' fee fund of approximately \$1.6 billion or more at the national level in exchange for waiver of the counsel's contingency fee agreements with local governments, including Sampson County, with respect to recoveries from those companies; and Sampson County's approval of the MOA shall be conditional and revoked if, by August 1, 2021, such counsel files a written representation to the MDL Court that counsel does not intend to participate in the subdivision and common benefit attorney's fee fund; and

**WHEREAS**, by signing onto the MOA, the state and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and

**WHEREAS**, it is advantageous to all North Carolinians for local governments, including Sampson County and its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

**WHEREAS**, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

**NOW, THEREFORE BE IT RESOLVED**, Sampson County hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis. Furthermore, Sampson County authorizes the County Manager to take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved copies of this resolution and the signed MOA be sent to [opioiddocs@ncdoj.gov](mailto:opioiddocs@ncdoj.gov) as well as forwarded to the North Carolina Association of County Commissioners at [communications@ncacc.org](mailto:communications@ncacc.org).

Adopted this the 7<sup>th</sup> day of June, 2021.

---

Clark H. Wooten, Chair  
Sampson County Board of Commissioners

ATTEST:

---

Susan J. Holder  
Clerk to the Board

(SEAL)

**MEMORANDUM OF AGREEMENT  
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS  
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

**Contents**

Background Statement .....3

Statement of Agreement .....4

    A. Definitions.....4

    B. Allocation of Settlement Proceeds

        1. Method of distribution .....5

        2. Overall allocation of funds.....5

        3. Allocation of funds between Local Governments .....5

        4. Municipal allocations

            a. Local Governments receiving payments.....6

            b. Municipality may direct payments to county.....6

        5. Use of funds for opioid remediation activities.....6

        6. Relationship of this MOA to other agreements and resolutions .....6

    C. Payment of Litigating and Non-Litigating Parties.....6

    D. Special Revenue Fund

        1. Creation of special revenue fund .....6

        2. Procedures for special revenue fund .....6

        3. Interest earned on special revenue fund.....7

    E. Opioid Remediation Activities

        1. Limitation on use of funds .....7

        2. Opportunity to cure inconsistent expenditures .....7

        3. Consequences of failure to cure inconsistent expenditures .....7

        4. Annual meeting of counties and municipalities within each county .....7

        5. Use of settlement funds under Option A and Option B

            a. Option A.....8

            b. Option B.....8

        6. Process for drawing from special revenue funds

            a. Budget item or resolution required .....9

            b. Budget item or resolution details .....9

        7. Coordination group .....9

    F. Auditing, Compliance, Reporting, and Accountability

        1. Audits under Local Government Budget and Fiscal Control Act.....9

        2. Audits under other acts and requirements.....9

        3. Audit costs .....9



4. Access to persons and records .....	9
5. Preservation of records .....	10
6. Reporting	
a. Annual financial report required.....	10
b. Annual financial report timing and contents.....	10
c. Reporting to statewide opioid settlement dashboard .....	10
d. Copy to NCDOJ of any additional reporting .....	11
e. Compliance and non-compliance.....	11
7. Collaboration.....	11
G. County Incentive Fund.....	11
H. Effectiveness	
1. When MOA takes effect .....	12
2. Amendments to MOA	
a. Amendments to conform to final national documents.....	12
b. Coordination group .....	12
c. No amendments to allocation between local governments.....	12
d. General amendment power .....	12
3. Acknowledgement .....	12
4. When MOA is no longer in effect.....	12
5. Application of MOA to settlements and bankruptcy resolutions.....	12
6. Applicable law and venue.....	13
7. Scope of MOA .....	13
8. No third party beneficiaries .....	13
9. No effect on authority of parties .....	13
10. Signing and execution of MOA .....	13

Signature Pages

Exhibits

A. High-Impact Opioid Abatement Strategies Under Option A.....	1
B. Additional Opioid Remediation Activities Under Option B .....	3
C. Collaborative Strategic Planning Process Under Option B .....	14
D. Coordination Group .....	16
E. Annual Financial Report.....	19
F. Impact Information .....	20
G. Local Government Allocation Proportions.....	22

## **Background Statement**

Capitalized terms not defined below have the meanings set forth in the Definitions section of the Statement of Agreement.

**WHEREAS**, the State of North Carolina (the “State”), North Carolina counties and municipalities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic (“Pharmaceutical Supply Chain Participants”); and

**WHEREAS**, certain North Carolina counties and municipalities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misconduct; and

**WHEREAS**, the State and the Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout North Carolina and in its local communities; and

**WHEREAS**, while the Local Governments and the State recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort; and

**WHEREAS**, settlements resulting from the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson are anticipated to take the form of a National Settlement Agreement; and

**WHEREAS**, this Memorandum of Agreement (“MOA”) is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreement and, to the extent appropriate, in other settlements related to the opioid epidemic reached by the state of North Carolina; and

**WHEREAS**, North Carolina’s share of settlement funds from the National Settlement Agreement will be maximized only if all North Carolina counties, and municipalities of a certain size, participate in the settlement; and

**WHEREAS**, the National Settlement Agreement will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts (a “State-Subdivision Agreement”); and

**WHEREAS**, this MOA is intended to serve as such a State-Subdivision Agreement under the National Settlement Agreement; and

**WHEREAS**, the aforementioned investigations and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and it may cause additional entities to declare bankruptcy in the future; and

**WHEREAS**, this MOA is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and North Carolina counties and municipalities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement (“Bankruptcy Resolutions”); and

**WHEREAS**, specifically, this MOA is intended to serve under the Bankruptcy Resolution concerning Purdue Pharma L.P. as a statewide abatement agreement, and under this MOA, a statewide abatement agreement is a type of State-Subdivision Agreement.

### **Statement of Agreement**

The parties hereto agree as follows:

#### **A. Definitions**

As used in this MOA:

The terms “Bankruptcy Resolution,” “MOA,” “Pharmaceutical Supply Chain Participant,” “State,” and “State-Subdivision Agreement” are defined in the recitals to this MOA.

“Coordination group” refers to the group described in **Section E.7** below.

“County Incentive Fund” is defined in **Section G** below.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council, town council, board of commissioners, or board of aldermen for the municipality.

“Incentive Eligible Local Government” is defined in **Section G** below.

“Local Abatement Funds” are defined in **Section B.2** below.

“Local Government” means all counties and municipalities located within the geographic boundaries of the State of North Carolina that have chosen to sign on to this MOA.

“MDL Matter” means the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio.

“MDL Parties” means all parties who participated in the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio as Plaintiffs.

“National Settlement Agreement” means a national opioid settlement agreement with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreement and any Bankruptcy Resolutions to the State or Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in the National Settlement Agreement or any Bankruptcy Resolutions for the payment of the Parties’ litigation expenses or the reimbursement of the United States Government.

“Parties” means the State of North Carolina and the Local Governments.

“Settling Defendants” means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

“State Abatement Fund” is defined in **Section B.2** below.

## **B. Allocation of Settlement Proceeds**

1. Method of distribution. Pursuant to the National Settlement Agreement and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and to Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
2. Overall allocation of funds. Opioid Settlement Funds shall be allocated as follows: (i) 15% directly to the State (“State Abatement Fund”), (ii) 80% to abatement funds established by Local Governments (“Local Abatement Funds”), and (iii) 5% to a County Incentive Fund described in **Section G** below.
3. Allocation of funds between Local Governments. The Local Abatement Funds shall be allocated to counties and municipalities in such proportions as set forth in **Exhibit G**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter’s Opioid Negotiation Class Model. The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreement, the proportions set forth in **Exhibit G** shall be adjusted: (i) to provide no payment from the National Settlement Agreement to any listed county or municipality that does not participate in the National Settlement Agreement; and (ii) to provide a reduced payment from the National Settlement Agreement to any listed county or municipality that signs onto the National Settlement Agreement after the initial participation deadline.
4. Municipal allocations. Within counties and municipalities:

- a. Local Governments receiving payments. The proportions set forth in **Exhibit G** provide for payments directly to (i) all North Carolina counties, (ii) North Carolina municipalities with populations over 75,000 based on the United States Census Bureau's Vintage 2019 population totals, and (iii) North Carolina municipalities who are also MDL Parties as of January 1, 2021.
  - b. Municipality may direct payments to county. Any municipality allocated a share in **Exhibit G** may elect to have its share of current or future annual distributions of Local Abatement Funds instead directed to the county or counties in which it is located. Such an election may be made by January 1 each year to apply to the following fiscal year. If a municipality is located in more than one county, the municipality's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.
5. Use of funds for opioid remediation activities. This MOA requires that except as related to the payment of the Parties' litigation expenses and the reimbursement of the United States Government, all Opioid Settlement Funds, regardless of allocation, shall be utilized only for opioid remediation activities.
  6. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree the National Settlement Agreement will require a Local Government to release all its claims against the Settling Defendants to receive Opioid Settlement Funds. All Parties further acknowledge and agree based on the terms of the National Settlement Agreement, a Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreement to release its claims. This MOA is not a promise from any Party that any National Settlement Agreement or Bankruptcy Resolution will be finalized or executed.

### **C. Payment of Litigating and Non-Litigating Parties**

No Party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in **Exhibit G** or based on the eligibility criteria for payments from the County Incentive Fund as provided by **Section G** below.

### **D. Special Revenue Fund**

1. Creation of special revenue fund. Every Local Government receiving Opioid Settlement Funds shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of the Opioid Settlement Funds.
2. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Local Government. The funds in the

special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an opioid remediation purpose consistent with the terms of this MOA and adopted under the process described in **Section E.6** below. Although counties or municipalities may make contracts with or grants to a nonprofit, charity, or other entity, counties or municipalities may not assign to another entity their rights to receive payments from the national settlement or their responsibilities for funding decisions.

3. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue fund must be used in a way that is consistent with this MOA.

#### **E. Opioid Remediation Activities.**

1. Limitation on use of funds. Local Governments shall expend Opioid Settlement Funds only for opioid-related expenditures consistent with the terms of this MOA and incurred after the date of the Local Government's execution of this MOA, unless execution of the National Settlement Agreement requires a later date.
2. Opportunity to cure inconsistent expenditures. If a Local Government spends any Opioid Settlement Funds on an expenditure inconsistent with the terms of this MOA, the Local Government shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for opioid remediation activities through budget amendment or repayment.
3. Consequences of failure to cure inconsistent expenditures. If a Local Government does not make the cure required by **Section E.2** above within 60 days, (i) future Opioid Fund payments to that Local Government shall be reduced by an amount equal to the inconsistent expenditure, and (ii) to the extent the inconsistent expenditure is greater than the expected future stream of payments to the Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among all eligible Local Governments. The Attorney General may recover any litigation expenses incurred to recover the funds. Any recovery or redistribution shall be distributed consistent with **Sections B.3 and B.4** above.
4. Annual meeting of counties and municipalities within each county. Each county receiving Opioid Settlement Funds shall hold at least one annual meeting with all municipalities in the Local Government's county invited in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between local governments both within and beyond the county. These meetings shall be open to the public.
5. Use of settlement funds under Option A and Option B. Local Governments shall spend Opioid Settlement Funds from the Local Abatement Funds on opioid remediation activities using either or both of the processes described as Option A and Option B below, unless the relevant National Settlement Agreement or Bankruptcy Resolution further limit the spending.

- a. Option A.
  - i. Without any additional strategic planning beyond the meeting described in **Section E.4** above, Local Governments may spend Opioid Settlement Funds from the list of High-Impact Opioid Abatement Strategies attached as **Exhibit A**. This list is a subset of the initial opioid remediation strategies listed in the National Settlement Agreement.
  - ii. **Exhibit A** may be modified as set forth in Exhibit D below; provided, however, that any strategy listed on **Exhibit A** must be within the list of opioid remediation activities for the then-current National Settlement Agreement. Opioid remediation activities undertaken under a previously authorized strategy list may continue if they were authorized at the time of the Local Government's commitment to spend funds on that activity.
  
- b. Option B.
  - i. A Local Government that chooses to participate in additional voluntary, collaborative, strategic planning may spend Opioid Settlement Funds from the broader list of categories found in **Exhibit B**. This list contains all the initial opioid remediation strategies listed in the National Settlement Agreement.
  - ii. Before spending any funds on any activity listed in **Exhibit B**, but not listed on **Exhibit A**, a Local Government must first engage in the collaborative strategic planning process described in **Exhibit C**. This process shall result in a report and non-binding recommendations to the Local Government's Governing Body described in **Exhibit C** (right-hand column).
  - iii. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** and wishes to continue implementing a strategy listed in **Exhibit B**, but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process every four years (or more often if desired).
  - iv. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** that wishes to implement a new strategy listed in **Exhibit B** but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process.
  - v. Two or more Local Governments may undertake a single collaborative strategic planning process resulting in a report and recommendations to all of the Local Governments involved.

6. Process for drawing from special revenue funds.
  - a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
  - b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in **Exhibit A** or **Exhibit B** to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.
7. Coordination group. A coordination group with the composition and responsibilities described in **Exhibit D** shall meet at least once a year during the first three years that this MOA is in effect. Thereafter, the coordination group shall meet at least once every three years until such time as Opioid Settlement Funds are no longer being spent by Local Governments.

**F. Auditing, Compliance, Reporting, and Accountability**

1. Audits under Local Government Budget and Fiscal Control Act. Local Governments' Opioid Settlement Funds are subject to financial audit by an independent certified public accountant in a manner no less than what is required under G.S. 159-34. Each Local Government must file an annual financial audit of the Opioid Settlement Funds with the Local Government Commission. If any such audit reveals an expenditure inconsistent with the terms of this MOA, the Local Government shall immediately report the finding to the Attorney General.
2. Audits under other acts and requirements. The expenditure of Opioid Settlement Funds is subject to the requirements of the Local Government Budget and Fiscal Control Act, Chapter 159 of the North Carolina General Statutes; Local Government Commission rules; the Federal Single Audit Act of 1984 (as if the Opioid Settlement Funds were federal funds); the State Single Audit Implementation Act; Generally Accepted Government Auditing Standards; and all other applicable laws, rules, and accounting standards. For expenditures for which no compliance audit is required under the Federal Single Audit Act of 1984, a compliance audit shall be required under a compliance supplement approved by the coordination group.
3. Audit costs. Reasonable audit costs that would not be required except for this Section F may be paid by the Local Government from Opioid Settlement Funds..
4. Access to persons and records. During and after the term of this MOA, the State Auditor and Department of Justice shall have access to persons and records related to this MOA and expenditures of Opioid Settlement Funds to verify accounts and data affecting fees or



performance. The Local Government manager/administrator is the point of contact for questions that arise under this MOA.

5. Preservation of records. The Local Government must maintain, for a period of at least five years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA.
6. Reporting.
  - a. Annual financial report required. In order to ensure compliance with the opioid remediation provisions of the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA, for every fiscal year in which a Local Government receives, holds, or spends Opioid Settlement Funds, the county or municipality must submit an annual financial report specifying the activities and amounts it has funded.
  - b. Annual financial report timing and contents. The annual financial report shall be provided to the North Carolina Attorney General by emailing the report to [opioiddocs@ncdoj.gov](mailto:opioiddocs@ncdoj.gov), within 90 days of the last day of the state fiscal year covered by the report. Each annual financial report must include the information described on **Exhibit E**.
  - c. Reporting to statewide opioid settlement dashboard. Each Local Government must provide the following information to the statewide opioid settlement dashboard within the stated timeframes:
    - i. The budget or resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for a specific purpose or purposes during a specified period of time as described in **Section E.6.b** above (within 90 days of the passage of any such budget or resolution);
    - ii. If the Local Government is using Option B, the report(s) and non-binding recommendations from collaborative strategic planning described in **Section E.5.b.ii** above and **Exhibit C** (right hand column) (within 90 days of the date the report and recommendations are submitted to the local governing body for consideration);
    - iii. The annual financial reports described in Section F.6.a and **Exhibit E** (within 90 days of the end of the fiscal year covered by the report); and
    - iv. The impact information described in **Exhibit F** (within 90 days of the end of the fiscal year covered by the report).

The State will create an online portal with instructions for Local Governments to report or upload each of these four items by electronic means.

- d. Copy to NCDOJ of any additional reporting. If the National Settlement Agreement or any Bankruptcy Resolutions require that a Local Government file, post, or provide a report or other document beyond those described in this MOA, or if any Local Government communicates in writing with any national administrator or other entity created or authorized by the National Settlement Agreement or any Bankruptcy Resolutions regarding the Local Government's compliance with the National Settlement Agreement or Bankruptcy Resolutions, the Local Government shall email a copy of any such report, document, or communication to the North Carolina Department of Justice at [opioiddocs@ncdoj.gov](mailto:opioiddocs@ncdoj.gov).
  - e. Compliance and non-compliance.
    - i. Every Local Government shall make a good faith effort to comply with all of its reporting obligations under this MOA, including the obligations described in **Section F.6.c** above.
    - ii. A Local Government that engages in a good faith effort to comply with its reporting obligations under **Section F.6.c** but fails in some way to report information in an accurate, timely, or complete manner shall be given an opportunity to remedy this failure within a reasonable time.
    - iii. A Local Government that does not engage in a good faith effort to comply with its reporting obligations under this MOA, or that fails to remedy reporting issues within a reasonable time, may be subject to action for breach of contract.
    - iv. Notwithstanding anything to the contrary herein, a Local Government that is in substantial compliance with the reporting obligations in this MOA shall not be considered in breach of this MOA or in breach of contract.
7. Collaboration. The State and Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, technical assistance. They will also coordinate with trusted partners to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

## **G. County Incentive Fund**

A Local Government receiving Settlement Proceeds pursuant to **Section B.4.a** shall be an Incentive Eligible Local Government if every municipality in the Local Government's county with population of at least 30,000 has executed this MOA by October 1, 2021, but no later than any such deadline set in the National Settlement Agreement for the highest possible participation in incentive structures for North Carolina. Each Incentive Eligible Local Government shall receive a share of the 5% County Incentive Fund set forth in **Section B.2.iii**, distributed pro rata among only Incentive Eligible Local Governments as set forth in **Exhibit G**. For purposes of the calculations required by this Section, populations will be based on United States Census Bureau's Vintage 2019 population totals, and a municipality with populations in multiple counties will be counted only toward the county which has the largest share of that municipality's population.

## H. Effectiveness

1. When MOA takes effect. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreement or any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.
2. Amendments to MOA.
  - a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this MOA to make any changes required by the final provisions of the National Settlement Agreement or any Bankruptcy Resolution. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the MOA. The amendments will be effective to any party that does not withdraw.
  - b. Coordination group. The coordination group may make the changes authorized in **Exhibit D**.
  - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this MOA, the allocation proportions set forth in **Exhibit G** may not be amended.
  - d. General amendment power. After execution, the coordination group may propose other amendments to the MOA, subject to the limitation in **Section H.2.c** above. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this MOA. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in **Exhibit G**.
3. Acknowledgement. The Parties acknowledge that this MOA is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.
4. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution.
5. Application of MOA to settlements and bankruptcy resolutions. This MOA applies to all settlements under the National Settlement Agreement with the Settling Defendants and any Bankruptcy Resolutions. The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary

amendments) for resolutions with Pharmaceutical Supply Chain Participants not covered by the National Settlement Agreement or a Bankruptcy Resolution.

6. Applicable law and venue. Unless required otherwise by the National Settlement Agreement or a Bankruptcy Resolution, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this MOA must be adjudicated by the Superior Court of Wake County. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
7. Scope of MOA. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreement or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this MOA.
9. No effect on authority of parties. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of MOA. This MOA may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

*(Signature pages follow.)*

Signature pages will be structured as one page for the State of North Carolina,  
followed by separate signature pages for each county.

These signature pages will also include blanks for the county's municipalities.

To avoid having 101 signature pages in the middle of this file,  
the signature pages are in a separate document.

**EXHIBIT A TO NC MOA:  
HIGH-IMPACT OPIOID ABATEMENT STRATEGIES (“OPTION A” List)**

*In keeping with the National Settlement Agreement, opioid settlement funds may support programs or services listed below that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health condition.*

*As used in this list, the words “fund” and “support” are used interchangeably and mean to create, expand, or sustain a program, service, or activity.*

1. **Collaborative strategic planning.** Support collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation services, or any activity or combination of activities listed in Exhibit C to the MOA (collaborative strategic planning).
2. **Evidence-based addiction treatment.** Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine’s national practice guidelines for the treatment of opioid use disorder – including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration – through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence-based addiction treatment. This may include capital expenditures for facilities that offer evidence-based treatment for OUD. (If only a portion of a facility offers such treatment, then only that portion qualifies for funding, on a pro rata basis.)
3. **Recovery support services.** Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
4. **Recovery housing support.** Fund programs offering recovery housing support to people in treatment or recovery, or people who use drugs, such as assistance with rent, move-in deposits, or utilities; or fund recovery housing programs that provide housing to individuals receiving Medication-Assisted Treatment for opioid use disorder.
5. **Employment-related services.** Fund programs offering employment support services to people in treatment or recovery, or people who use drugs, such as job training, job skills, job placement, interview coaching, resume review, professional attire, relevant courses at community colleges or vocational schools, transportation services or transportation vouchers to facilitate any of these activities, or similar services or supports.
6. **Early intervention.** Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health

First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

7. **Naloxone distribution.** Support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as Syringe Service Programs, post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.
8. **Post-overdose response team.** Support post-overdose response teams that connect persons who have experienced non-fatal drug overdoses to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
9. **Syringe Service Program.** Support Syringe Service Programs operated by any governmental or nongovernmental organization authorized by section 90-113.27 of the North Carolina General Statutes that provide syringes, naloxone, or other harm reduction supplies; that dispose of used syringes; that connect clients to prevention, treatment, recovery support, behavioral healthcare, primary healthcare, or other services or supports they need; or that provide any of these services or supports.
10. **Criminal justice diversion programs.** Support pre-arrest or post-arrest diversion programs, or pre-trial service programs, that connect individuals involved or at risk of becoming involved in the criminal justice system to addiction treatment, recovery support, harm reduction services, primary healthcare, prevention, or other services or supports they need, or that provide any of these services or supports.
11. **Addiction treatment for incarcerated persons.** Support evidence-based addiction treatment, including Medication-Assisted Treatment with at least one FDA-approved opioid agonist, to persons who are incarcerated in jail or prison.
12. **Reentry Programs.** Support programs that connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need upon release from jail or prison, or that provide any of these services or supports.

## **EXHIBIT B TO NC MOA:**

### **Additional Opioid Remediation Activities (“OPTION B” List)**

*This list shall be automatically updated to match the list of approved strategies in the most recent National Settlement Agreement.*

## **PART ONE: TREATMENT**

### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:<sup>1</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

<sup>1</sup> As used in this Exhibit B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.



8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

### **C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

#### **D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice

system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

## **E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## **PART TWO: PREVENTION**

### **F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

### **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities that provide free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

## **PART THREE: OTHER STRATEGIES**

### **I. FIRST RESPONDERS**

In addition to items in sections C, D, and H of this Exhibit relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.



## **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend Opioid Settlement Funds; to show how Opioid Settlement Funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

## **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

## **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**EXHIBIT C to NC MOA:  
COLLABORATIVE STRATEGIC PLANNING PROCESS UNDER OPTION B**

	<b>ACTIVITY NAME</b>	<b>ACTIVITY DETAIL</b>	<b>CONTENT OF REPORT &amp; RECOMMENDATIONS</b>
A	Engage diverse stakeholders	Engage diverse stakeholders, per "ITEM A DETAIL" below, throughout the collaborative strategic planning process	Report on stakeholder engagement per "ITEM A DETAIL" below
B	Designate facilitator	Designate a person or entity to facilitate the strategic collaborative planning process. Consider a trained, neutral facilitator.	Identify the facilitator
C	Build upon any related planning	Build upon or coordinate with prior or concurrent planning efforts that address addiction, drug misuse, overdose, or related issues, including but not limited to community health assessments.	Report any related planning efforts you will build upon or coordinate with
D	Agree on shared vision	Agree on a shared vision for positive community change, considering how strategic investments of Opioid Settlement Funds have the potential to improve community health and well-being and address root causes of addiction, drug misuse, overdose, and related issues	Report on shared vision for positive community change
E	Identify key indicator(s)	Identify one or more population-level measures to monitor in order to gauge progress towards the shared vision. (The NC Opioid Action Plan Data Dashboard contains several such measures.)	Report on the key indicators selected
F	Identify and explore root causes	Explore root causes of addiction, drug misuse, overdose, and related issues in the community, using quantitative data as well as stakeholder narratives, community voices, the stories of those with lived experience, or similar qualitative information	Report on root causes as described
G	Identify and evaluate potential strategies	Identify potential strategies to address root causes or other aspects of the opioid epidemic; identify these strategies (by letter or number) on EXHIBIT A or EXHIBIT B, and consider the effectiveness of each strategy based on available evidence	Identify and evaluate potential strategies
H	Identify gaps in existing efforts	For each potential strategy identified (or for favored strategies), survey existing programs, services, or supports that address the same or similar issues; and identify gaps or shortcomings	Report on survey of and gaps in existing efforts
I	Prioritize strategies	Prioritize strategies, taking into account your shared vision, analysis of root causes, evaluation of each strategy, and analysis of gaps in existing efforts	Report on prioritization of strategies
J	Identify goals, measures, and evaluation plan	For each strategy (or favored strategy), develop goals and an evaluation plan that includes at least one process measure (How much did you do?), at least one quality measure (How well did you do it?), and at least one outcome measure (Is anyone better off?)	Report on goals, measures, and evaluation plan for each chosen strategy
K	Consider ways to align strategies	For each potential strategy identified (or for favored strategies), consider opportunities to braid Opioid Settlement Funds with other funding streams; develop regional solutions; form strategic partnerships; or to pursue other creative solutions	Report on opportunities to align strategies as described
L	Identify organizations	Identify organizations and agencies with responsibility to implement each strategy; and identify the human, material, and capital resources to implement each strategy	Identify organizations and needs to implement each strategy

M	Develop budgets and timelines	Develop a detailed global budget for each strategy with anticipated expenditures, along with timelines for completing components of each strategy	Report budgets and timelines for each strategy
N	Offer recommendations	Offer recommendations to local governing body (e.g., the county board, city council, or other local governing body)	Report recommendations to governing body

### ITEM A DETAIL: STAKEHOLDER INVOLVEMENT

	<b>STAKE-HOLDERS</b>	<b>DESCRIPTION</b>	<b>CONTENT OF REPORT &amp; RECOMMENDATIONS</b>
A-1	Local officials	County and municipal officials, such as those with responsibility over public health, social services, and emergency services	Report stakeholder involvement (who and how involved in process)
A-2	Healthcare providers	Hospitals and health systems, addiction professionals and other providers of behavioral health services, medical professionals, pharmacists, community health centers, medical safety net providers, and other healthcare providers	same as above
A-3	Social service providers	Providers of human services, social services, housing services, and community health services such as harm reduction, peer support, and recovery support services	same
A-4	Education and employment service providers	Educators, such as representatives of K-12 schools, community colleges, and universities; and those providing vocational education, job skills training, or related employment services	same
A-5	Payers and funders	Health care payers and funders, such as managed care organizations, prepaid health plans, LME-MCOs, private insurers, and foundations	same
A-6	Law enforcement	Law enforcement and corrections officials	same
A-7	Employers	Employers and business leaders	same
A-8	Community groups	Community groups, such as faith communities, community coalitions that address drug misuse, groups supporting people in recovery, youth leadership organizations, and grassroots community organizations	same
A-9	Stakeholders with "lived experience"	Stakeholders with "lived experience," such as people with addiction, people who use drugs, people in medication-assisted or other treatment, people in recovery, people with criminal justice involvement, and family members or loved ones of the individuals just listed	same
A-10	Stakeholders reflecting diversity of community	Stakeholders who represent the racial, ethnic, economic, and cultural diversity of the community, such as people of color, Native Americans, members of the LGBTQ community, and members of traditionally unrepresented or underrepresented groups	same

## **EXHIBIT D TO NC MOA: COORDINATION GROUP**

### **COMPOSITION**

The Coordination Group shall consist of the following twelve members:

#### Five Local Government Representatives

- Four appointed by the North Carolina Association of County Commissioners including:
  - One county commissioner
  - One county manager
  - One county attorney
  - One county local health director or consolidated human services director
- One municipal manager appointed by the North Carolina League of Municipalities

#### Four Experts Appointed by the Department of Health and Human Services

- Four appointed by the Secretary of the Department of Health and Human Services, having relevant experience or expertise with programs or policies to address the opioid epidemic, or with behavioral health, public health, health care, harm reduction, social services, or emergency services.

#### One Expert Appointed by the Attorney General

- One appointed by the Attorney General of North Carolina from the North Carolina Department of Justice or another state agency, having drug policy or behavioral health experience or expertise.

#### Two Experts Appointed by Legislative Leaders

- One representative from the University of North Carolina School of Government with relevant expertise appointed by the Speaker of the North Carolina House of Representatives.
- One representative from the board or staff of the North Carolina Institute of Medicine with relevant expertise appointed by the President Pro Tem of the North Carolina Senate.

The coordination group may appoint a non-voting administrator to convene meetings and facilitate the work of the coordination group. The administrator will not be paid from the Opioid Settlement Funds distributed under this MOA.

Appointees shall have relevant experience or expertise with programs or policies to address the opioid epidemic, behavioral health, public health, health care, social services, emergency services, harm reduction, management of local government, or other relevant areas.

Those responsible for making appointments to the coordination group are encouraged to appoint individuals who reflect the diversity of North Carolina, taking into consideration the need for geographic diversity; urban and rural perspectives; representation of people of color and

traditionally underrepresented groups; and the experience and perspective of persons with “lived experience.” Those responsible for making appointments may appoint a successor or replace a member at any time. Members of the coordination group serve until they resign or are replaced by the appointer. Eight members of the coordination group constitutes a quorum.

## **RESPONSIBILITIES**

- a. As provided in **Section F.2** of the MOA, where no compliance audit would be required under the Federal Single Audit Act of 1984 for expenditures of Opioid Settlement Funds, a compliance audit shall be required under a compliance supplement established by a vote of at least 8 members of the coordination group. The compliance supplement shall address, at least, procedures for determining:
  - i. Whether the Local Government followed the procedural requirements of the MOA in ordering the expenditures.
  - ii. Whether the Local Government’s expenditures matched one of the types of opioid-related expenditures listed in **Exhibit A** of the MOA (if the Local Government selected Option A) or **Exhibit B** of the MOA (if the Local Government selected Option B).
  - iii. Whether the Local Government followed the reporting requirements in the MOA.
  - iv. Whether the Local Government (or sub-recipient of any grant or loan, if applicable) utilized the awarded funds for their stated purpose, consistent with this MOA and other relevant standards.
  - v. Which processes (such as sampling) shall be used:
    - i. To keep the costs of the audit at reasonable levels; and
    - ii. Tailor audit requirements for differing levels of expenditures among different counties.
- b. The coordination group may, by a vote of at least 8 members, propose amendments to the MOA as discussed in **Section H** of the MOA or modify any of the following:
  - i. The high-impact strategies discussed in **Section E.5** of the MOA and described in **Exhibit A** to the MOA;
  - ii. The collaborative strategic planning process discussed in **Section E.5** of the MOA and described in **Exhibit C** to the MOA;
  - iii. The annual financial report discussed in **Section F.4** of the MOA and described in **Exhibit E** to the MOA;
  - iv. The impact information discussed in **Section F.4** of the MOA and described in **Exhibit F** to the MOA; or
  - v. Other information reported to the statewide opioid dashboard.

- c. The coordination group may, by consensus or by vote of a majority of members present and voting, work with the parties to this MOA, the North Carolina Association of County Commissioners, the North Carolina League of Municipalities, other associations, foundations, non-profits, and other government or nongovernment entities to provide support to Local Governments in their efforts to effectuate the goals and implement the terms of this MOA. Among other activities, the coordination group may coordinate, facilitate, support, or participate in any of the following activities:
  - i. Providing assistance to Local Governments in identifying, locating, collecting, analyzing, or reporting data used to help address the opioid epidemic or related challenges, including data referred to in **Exhibit F**;
  - ii. Developing resources or providing training or technical assistance to support Local Governments in addressing the opioid epidemic and carrying out the terms of this MOA;
  - iii. Developing pilot programs, trained facilitators, or other resources to support the collaborative strategic planning process described in this MOA;
  - iv. Developing and implementing a voluntary learning collaborative among Local Governments and others to share best practices in carrying out the terms of this MOA and addressing the opioid epidemic, including in-person or virtual convenings or connections;
  - v. Developing voluntary leadership training programs for local officials on strategies to address the opioid epidemic, opportunities for Local Governments to harness the ongoing transition to value-based healthcare, and other relevant topics;
  - vi. Taking other actions that support Local Governments in their efforts to effectuate the goals and implement the terms of this MOA but do not in any way change the terms of this MOA or the rights or obligations of parties to this MOA.

**EXHIBIT E TO NC MOA:  
ANNUAL FINANCIAL REPORT**

Each annual financial report must include the following financial information:

1. The amount of Opioid Settlement Funds in the special revenue fund at the beginning of the fiscal year (July 1).
2. The amount of Opioid Settlement Funds received during the fiscal year.
3. The amount of Opioid Settlement Funds disbursed or applied during the fiscal year, broken down by funded strategy (with any permissible common costs prorated among strategies).
4. The amount of Opioid Settlement Funds used to cover audit costs as provided in Section F.3 of this MOA.
5. The amount of Opioid Settlement Funds in the special revenue fund at the end of the fiscal year (June 30).

All Local Governments that receive two-tenths of one percent (0.2 percent) or more of the total Local Government Allocation as listed in **Exhibit G** shall provide the following additional information:

6. For all Opioid Settlement Funds disbursed or applied during the fiscal year as reported in item 3 above, a single breakdown of the total amount disbursed or applied for all funded strategies during the fiscal year into the following categories:
  - a. Human resource expenditures.
  - b. Subcontracts, grants, or other payments to sub-recipients involved in implementing of the funded strategies listed item 4 above.
  - c. Operational expenditures.
  - d. Capital expenditures.
  - e. Other expenditures.
7. With respect to item 6.b above, the Local Government shall provide the following information for any sub-recipient that receives ten percent or more of the total amount that the Local Government disbursed or applied during the fiscal year:
  - a. The name of the sub-recipient.
  - b. The amount received by the sub-recipient during the fiscal year.
  - c. A very brief description of the goods, services, or other value provided by the sub-recipient (for example, “addiction treatment services” or “peer-support services” or “syringe service program” or “naloxone purchase”).

The coordination group may clarify or modify specifications for this annual financial report as provided in Exhibit D.



## **EXHIBIT F TO NC MOA: IMPACT INFORMATION**

Within 90 days of the end of any fiscal year in which a Local Government expends Opioid Settlement Funds, the Local Government shall report impact information for each strategy that it funded with Opioid Settlement Funds during that fiscal year (“funded strategy”), using the STANDARD FORM or the SHORT FORM for each funded strategy.

The STANDARD FORM is recommended to all Local Governments for all funded strategies. However, Local Governments may use the SHORT FORM as follows:

- All Local Governments that receive less than 0.2 percent (two-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** may use the SHORT FORM for all funded strategies.
- All Local Governments that receive 0.2 percent (two-tenths of one percent) or more but less than 0.3 percent (three-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the funded strategy that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.
- All Local Governments that receive 0.3 percent (three-tenths of one percent) or more but less than 0.4 percent (four-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the two funded strategies that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.

### **STANDARD FORM**

1. County or municipality and fiscal year covered by this report.
2. Name, title, and organization of person completing this report.
3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on funded strategy.
4. **Brief progress report** describing the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words).
5. **Brief success story** from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).
6. **One or more process measures**, addressing the question, “How much did you do?”  
Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.
7. **One or more quality measures**, addressing the question, “How well did you do it?”  
Examples: percentage of clients referred to care or engaged in care; percentage of staff with

certification, qualification, or lived experience; level of client or participant satisfaction shown in survey data.

8. **One or more outcome measures**, addressing the question, “Is anyone better off?”  
Examples: number or percentage of clients with stable housing or employment; self-reported measures of client recovery capital, such as overall well-being, healthy relationships, or ability to manage affairs; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.
9. In connection with items 6, 7, and 8 above, **demographic information** on the participation or performance of people of color and other historically marginalized groups.

The State will provide counties and municipalities with recommended measures and sources of data for common opioid remediation strategies such as those listed in **Exhibit A**.

Counties or municipalities that have engaged in collaborative strategic planning are encouraged to use the measures for items 6 through 8 above identified through that process.

### **SHORT FORM**

1. County or municipality and fiscal year covered by this report.
2. Name, title, and organization of person completing this report.
3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on strategy.
4. **Brief progress report** describing the funded strategy and progress made on the funded strategy during the fiscal year. Recommended length: approximately one-half to one page (125-250 words).

**EXHIBIT G TO NC MOA:  
LOCAL GOVERNMENT ALLOCATION PROPORTIONS**

Counties:

Alamance	1.378028967612490%
Alexander	0.510007879580514%
Alleghany	0.149090598929352%
Anson	0.182192960366522%
Ashe	0.338639188321974%
Avery	0.265996766935006%
Beaufort	0.477888434887858%
Bertie	0.139468575095652%
Bladen	0.429217809476617%
Brunswick	2.113238507591200%
Buncombe	2.511587857322730%
Burke	2.090196827047270%
Cabarrus	1.669573446626000%
Caldwell	1.276301146194650%
Camden	0.073036400412663%
Carteret	1.128465593852300%
Caswell	0.172920237524674%
Catawba	2.072695222699690%
Chatham	0.449814383077585%
Cherokee	0.782759152904478%
Chowan	0.113705596126821%
Clay	0.224429948904576%
Cleveland	1.119928027749120%
Columbus	1.220936938986050%
Craven	1.336860190247190%
Cumberland	2.637299659634610%
Currituck	0.186778551294444%
Dare	0.533126731273811%
Davidson	1.940269530393250%
Davie	0.513147526867745%
Duplin	0.382785147396895%
Durham	1.797994362444460%
Edgecombe	0.417101939026669%
Forsyth	3.068450809484740%
Franklin	0.500503643290578%
Gaston	3.098173886907710%
Gates	0.079567516632414%
Graham	0.183484561708488%
Granville	0.590103409340146%

Greene	0.123274818647799%
Guilford	3.375015231147900%
Halifax	0.453161173976264%
Harnett	0.988980772198890%
Haywood	0.803315110111045%
Henderson	1.381595087040930%
Hertford	0.206843050128754%
Hoke	0.332485804570157%
Hyde	0.027237354085603%
Iredell	2.115931374540020%
Jackson	0.507757731330674%
Johnston	1.250887468217670%
Jones	0.087966986994631%
Lee	0.653115683614534%
Lenoir	0.604282592625687%
Lincoln	0.926833627125253%
Macon	0.466767666100745%
Madison	0.237776496104888%
Martin	0.232882220579515%
McDowell	0.587544576492856%
Mecklenburg	5.038301259920550%
Mitchell	0.309314151564137%
Montgomery	0.226050543041193%
Moore	0.971739112775481%
Nash	0.845653639635102%
New Hanover	2.897264892001010%
Northampton	0.120996238921878%
Onslow	1.644001364710850%
Orange	1.055839419023090%
Pamlico	0.119936151028001%
Pasquotank	0.374816210815334%
Pender	0.585749331860312%
Perquimans	0.111833180344914%
Person	0.403024296727131%
Pitt	1.369008066415930%
Polk	0.266142985954851%
Randolph	1.525433986174180%
Richmond	0.749132839979529%
Robeson	1.359735343574080%
Rockingham	1.365368837477560%
Rowan	2.335219287913370%
Rutherford	0.928941617994687%
Sampson	0.619513740526226%
Scotland	0.449148274209402%

Stanly	0.724974208589555%
Stokes	0.623953112434303%
Surry	1.410826706091650%
Swain	0.281162928604502%
Transylvania	0.497595509451435%
Tyrrell	0.041440907207785%
Union	1.466702679869700%
Vance	0.536258255282162%
Wake	4.902455667205510%
Warren	0.106390583495122%
Washington	0.074770720453604%
Watauga	0.469675799939888%
Wayne	0.970699333078804%
Wilkes	1.997177160589100%
Wilson	0.646470841490459%
Yadkin	0.562147145073638%
Yancey	0.382114976889272%

Municipalities:

Asheville	0.235814724255298%
Canton	0.011453823221205%
Cary	0.144151645370137%
Charlotte	1.247483814366830%
Concord	0.227455870287483%
Durham	0.380405026684971%
Fayetteville	0.309769055181433%
Gastonia	0.257763823789835%
Greensboro	0.527391696384329%
Greenville	0.162656474659432%
Henderson	0.032253478794181%
Hickory	0.094875835682315%
High Point	0.206428762905859%
Jacksonville	0.095009869783840%
Raleigh	0.566724612722679%
Wilmington	0.119497493968465%
Winston-Salem	0.494459923803644%

**MEMORANDUM OF AGREEMENT  
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS  
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

**SIGNATURE PAGE FOR SAMPSON COUNTY AND ITS MUNICIPALITIES**

County Government

**SAMPSON COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Municipal Governments

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





May 25, 2021

TO: Sue Lee, Vice Chair, Sampson County Board of Commissioners  
VIA: Ed Causey, County Manager  
Susan Holder, Assistant County Manager  
FROM: Sheila Barefoot

SUBJECT: Board Appointments

The board of the Sampson County Convention & Visitors Bureau has three board members whose terms will expire on June 30, 2021. The CVB Board would like to recommend these three individuals fill another term on the CVB Board. The CVB Board voted unanimously to recommend for consideration by the BOC that Mr. Wally Bashlor, Mr. Roland Hall and Mr. Shawn Hobbs be appointed to fill another term.

Mr. Wally Bashlor and wife are the owners of Remedy by Jess and manage The Ashford Inn. They have been in business for the past 8 years and started managing The Ashford Inn in October 2020. His 1<sup>st</sup> term will expire June 2021, and this request would be to fill a 2<sup>nd</sup> term, ending June 2024.

Mr. Roland Hall is retired and is an active part of the CVB Board. He is very interested in tourism development and holds an important seat on the board. He was just voted in as President of the CVB Board for the upcoming year. The CVB Board has voted unanimously and would like to recommend Mr. Hall continue to fill his board seat and continue his 3<sup>rd</sup> term on the CVB Board of Directors, term will end June 2024.

The CVB Board would like to recommend that Mr. Shawn Hobbs be re-appointed to fill another term with the CVB Board. His first term ends June 2021, and we would like to request for consideration he fill a 2<sup>nd</sup> term on the board. Mr. Hobbs is the Main Street Director for the Town of Roseboro and the Director of the STEP Prosperity Program and the Community Garden in Roseboro. He works to promote Roseboro in a manner to attract visitors to the area.

Below is the contact information for each person being offered for consideration.

Mr. Wally Bashlor	Mr. Roland Hall	Mr. Shawn Hobbs
PO Box 1309	PO Box 1023	PO Box 1420
Clinton, NC 28329	Clinton, NC 28329	Clinton, NC 28329
910-337-1181	910-489-9644	910-850-1414
Renewal for 2 <sup>nd</sup> Term	Renewal for 3 <sup>rd</sup> Term	Renewal for 2 <sup>nd</sup> Term

If you should have any questions or need additional information, please contact me at your convenience. My office number is 910-592-2557.



Sincerely

A handwritten signature in black ink that reads "Sheila Barefoot". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Sheila G Barefoot  
Executive Director, Sampson County Tourism

cc: CVB Board of Directors



NORTH CAROLINA'S  
**SAMPSON COUNTY**  
ECONOMIC DEVELOPMENT COMMISSION

May 18, 2021

RE: Economic Development Commission's Advisory Board

Sampson County Economic Development Commission's (EDC) Advisory Board is recommending to the Board of Commissioners that Bartley Warren and Gary Mac Herring, Jr. serve on the Advisory Board for the Term: 2021-2024.

They are replacing Hugh Carr and Richard Chancy, who are going off the Advisory Board as voting members. Hugh Carr will remain on the Advisory Board for one year as a non-voting member (Immediate Past Chair).

Should a Board of Commissioner have any questions, EDC staff will be happy to respond.

Regards,

Stephen R. Barrington  
Executive Director

ADVISORY BOARD MEMBER RECOMMENDATIONS  
May 18, 2021

Term: July 1, 2021 – June 30, 2024

Bartley Warren  
Owner  
WF Partnership

Gary Mac Herring, Jr.  
President  
Mary Mack's, Inc.



**Consent Agenda, Board of Health**

- l. Approve revisions to the Health Department fee schedule as recommended by the Health Advisory Board
- m. Write off as uncollectible certain delinquent accounts, as submitted
- n. Approve the Environmental Health Quality Assurance Policy
- o. Approve the Environmental Health Prioritization Policy

**RECOMMENDED ACTION OR MOTION:**

Motion to approve Consent Agenda as presented

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, May 3, 2021 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin, Jerol Kivett, and Lethia Lee.

Chairman Wooten called the meeting to order and acknowledged Vice Chairperson Sue Lee who called on Commissioner Jerol Kivett to provide the invocation. Commissioner Godwin then led the Pledge of Allegiance.

### **Approval of Agenda**

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the agenda with the following changes: add to Action Items item (d) the Proposal for Radio Tower Construction Consulting Services.

### **Item 1: Planning & Zoning Matters**

Consideration of Preliminary Plan for Murray Farms (26-lot, RA)  
Located on Phillips Road Senior Planner Austin Brinkley reviewed the request for approval of the preliminary plan for the 26-lot Murray Farms Subdivision, located on Phillips Road. Upon a motion made by Commissioner Godwin and seconded by Commissioner Lethia Lee, the Board voted unanimously to approve the preliminary plan for Murray Farms, as recommended by the Planning Board.

Consideration of Preliminary Plan for Taylors Creek Phase II (23-lots, R)  
Senior Planner Austin Brinkley reviewed the request for approval of the preliminary plan for the 23-lot Taylors Creek Phase II Subdivision, located on Autry Mill Road. Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve the preliminary plan for Taylors Creek Phase II Subdivision, as recommended by the Planning Board.

(Public Hearing) Amendments to the County's Land Use Ordinances to Implement Changes Required by NCGS Chapter 160D The Chairman opened the hearing and acknowledged Senior Planner Austin Brinkley who informed the Board that all Sampson County Land Use Ordinances had been updated to comply with changes required by NCGS Chapter 160D. The Chairman opened the floor for public comments, and none were offered. The hearing was closed.

Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to adopt the amendments to the Subdivision Regulations, adopting the finding of the Sampson County Planning Board that the proposed amendments are consistent with the Sampson County Land Use Plan. (Copy filed in Ordinance Book \_\_\_\_\_, Page \_\_\_\_\_.)

Upon a motion made by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to adopt the amendments to the Zoning Ordinance, adopting the finding of the Sampson County Planning Board that the proposed amendments are consistent with the Sampson County Land Use Plan. (Copy filed in Ordinance Book \_\_\_\_\_, Page \_\_\_\_\_.)

Upon a motion made by Commissioner Godwin and seconded by Commissioner Lethia Lee, the Board voted unanimously to adopt the amendments to the Manufactured Home Park Ordinance, adopting the finding of the Sampson County Planning Board that the proposed amendments are consistent with the Sampson County Land Use Plan. (Copy filed in Ordinance Book \_\_\_\_\_, Page \_\_\_\_\_.)

Upon a motion made by Commissioner Lethia Lee and seconded by Commissioner Godwin, the Board voted unanimously to adopt the amendments to the Communications Tower Ordinance, adopting the finding of the Sampson County Planning Board that the proposed amendments are consistent with the Sampson County Land Use Plan. (Copy filed in Ordinance Book \_\_\_\_\_, Page \_\_\_\_\_.)

Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to adopt the amendments to the Flood Damage Prevention Ordinance, adopting the finding of the Sampson County Planning Board that the proposed amendments are consistent with the Sampson County Land Use Plan. (Copy filed in Ordinance Book \_\_\_\_\_, Page \_\_\_\_\_.)

Upon a motion made by Vice Chairperson Sue Lee and seconded by Commissioner Kivett, the Board voted unanimously to adopt the amendments to the Junk Yard Control Ordinance, adopting the finding of the Sampson County Planning Board that the proposed amendments are consistent with the Sampson County Land Use Plan. (Copy filed in Ordinance Book \_\_\_\_\_, Page \_\_\_\_\_.)

Upon a motion made by Commissioner Godwin and seconded by Commissioner Kivett, the Board voted unanimously to adopt the amendments to the Planning Board By-Laws, adopting the finding of the Sampson County Planning Board that the proposed amendments are consistent with the Sampson County Land Use Plan. (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

Upon a motion made by Vice Chairperson Sue Lee and seconded by Commissioner Lethia Lee, the Board voted unanimously to adopt the amendments to the Interstate Highway Outdoor Advertising Ordinance, adopting the finding of the Sampson County Planning Board that the proposed amendments are consistent with the Sampson County Land Use Plan. (Copy filed in Ordinance Book \_\_\_\_\_, Page \_\_\_\_\_.)

**Item 2: Action Items**

Consideration of Budget Adoption Calendar County Manager Ed Causey presented dates for the Fiscal Year 2021-2022 budget presentation and necessary budget hearings. Upon a motion made by Commissioner Kivett and seconded by Vice Chairperson Sue Lee, the Board scheduled the budget presentation for May 24, 2021 at 6 p.m., the necessary budget hearings to be held during the June 7, 2021 regular scheduled meeting, and authorized staff to publish the notice of public hearing at least 10 days prior to the scheduled budget hearing.

Consideration of Medicaid Managed Care NEMT Provider Agreements with ModivCare and OneCall Transportation Director Ro Oates-Mobley provided the Board with an overview of the changes under consideration, noting that the changes will affect how 15% of the current Medicaid transportation recipients receive services effective July 1, 2021. She noted that the proposed process will involve contracting two brokers to arrange and provide the transportation services. Ms. Oates-Mobley continued by stating that by June of 2022 it is expected that 85% of current recipients will be provided services through ModivCare and OneCall, pending Board approval. Upon a motion made by Vice Chairperson Sue Lee and seconded by Commissioner Kivett, the Board voted unanimously to approve the proposed contracts with ModivCare and OneCall (Copies filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_\_).

Social Services Advisory Board Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to appoint Ryan Mayes to the Social Services Advisory Board.

Sampson Community College Board of Trustees Upon a motion made by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to reappoint Larinda Haight.

Workforce Development Board The Board tabled this appointment.

(Add On) Mission Critical Partners Radio Tower Construction Consulting Services County Manager Ed Causey presented the proposal to contract Mission Critical Partners (MCP) to assist with the procurement and construction of a new radio tower for the new 911 and Emergency Services Buildings. MCP will gather and



evaluate the information necessary to determine the specs (height, loading, and compound requirements) of the tower, solicit bids for construction, provide regulatory oversight, and construction oversight. The contract amount is not to exceed \$40,230. Upon a motion made by Commissioner Godwin and seconded by Vice Chairperson Sue Lee, the Board voted unanimously to authorize staff to contract Mission Critical Partners, LLC for professional consultative services to assist with the 911 and Emergency Services buildings project scope and specifications and to prepare a request for proposals (RFP) for the radio tower construction.

**Item 3: Consent Agenda**

Upon a motion made by Vice Chairperson Sue Lee and seconded by Commissioner Lethia Lee, the Board voted unanimously to approve the Consent Agenda as follows:

- a. Approved the minutes of the April 5, 2021 and April 22, 2021 meetings
- b. Authorized County Manager to engage the law firm of Ogletree, Deakins, Nash, Smoak & Stewart, PC, and demographer John Morgan to assist with redistricting
- c. Adopted a Capital Project Ordinance concerning airport construction (State Aid to Airports Grant – Runway 24 Grant), approved the Scope of Work/Professional Services Contract with AVCON Engineers, and adopted the associated budget amendment (Copy filed in Ordinance Book \_\_\_\_ Page \_\_\_\_.)

<u>EXPENDITURE</u>			
<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
	Runway		
	Engineering	\$83,381.00	
	Approach Clearing	\$416,619.00	
<u>REVENUE</u>			
<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
	State Assistance	\$500,000.00	

- d. Approved the execution of the contract between Sampson County and Central Carolina Holdings, LLC for scrap tire recycling and disposal (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- e. Declared obsolete Sheriff’s Office radios (per submitted list) as surplus and authorized sale to Sunny Communications at a price of \$25 each
- f. Approved Revision #2 of the County Funding Plan for the Home and Community Care Block Grant for Older Adults (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- g. Approved tax refunds and releases as submitted:

#9553	Matthew Neal	\$216.67
#9556	Hannah Horne	\$345.34
#9555	Ann Matthis	\$163.47
#9559	Dennis & Betty Sutton	\$115.61
#9569	James Mullins, Jr.	\$196.06
#9565	Prestage Farms, Inc.	\$170.39

h. Approved budget amendments as submitted:

<b><u>EXPENDITURE</u></b>		Aging		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558670	526200	Home Repairs – Dept Supplies	\$644.00	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035867	408403	Home Repairs – Fan Project	\$644.00	

<b><u>EXPENDITURE</u></b>		Elections		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141700	534300	Election Expense	\$13,348.00	
11141700	544000	Contracted Services	\$5,002.00	
11141700	512100	Salaries	\$763.00	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034170	402600	HAVA	\$19,113.00	

<b><u>EXPENDITURE</u></b>		AA-543 Enhancing Detection-COVID		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551240	512100	Salaries	\$104,000.00	
12551240	518100	FICA	\$6,448.00	
12551240	518120	MEDICARE FICA	\$1,508.00	
12551240	518200	Retirement	\$7,863.00	
12551240	518300	Group Insurance	\$20,215.00	
12551240	518400	Dental Insurance	\$750.00	
12551240	518901	401K	\$7,800.00	
12551240	522100	Food & Provisions	\$10,000.00	
12551240	525100	Gas, Oil, Tire	\$20,000.00	
12551240	526200	Department Supplies	\$50,241.00	
12551240	526201	Department Supplies Equipment	\$81,000.00	
12551240	523100	Medical Supplies	\$15,000.00	
12551240	53700	Advertising	\$25,000.00	
12551240	532100	Telephone & Postage	\$4,000.00	
12551240	543000	Rental Equipment	\$35,000.00	
12551240	529702	Lab Services	\$10,000.00	

12551240	531100	Travel	\$10,000.00	
12551240	544000	Contract Services	\$100,000.00	
<b><u>REVENUE</u></b>				
<b><u>Code Number</u></b>		<b><u>Source of Revenue</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>
12535124	404000	State Assistance	\$508,825.00	
<b><u>EXPENDITURE</u></b>				
		Salary Control/Allocation		
<b><u>Code Number</u></b>		<b><u>Description (Object of Expenditure)</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>
12551010	512100	Salaries	\$104,000.00	
12551010	518100	FICA	\$6,448.00	
12551010	518120	Medicare FICA	\$1,508.00	
12551010	518200	Retirement	\$7,863.00	
12551010	518300	Group Insurance	\$20,215.00	
12551010	518400	Dental Insurance	\$750.00	
12551010	518901	401K	\$7,800.00	
12551020	512100	Salaries		\$104,000.00
12551020	518100	FICA		\$6,448.00
12551020	518120	Medicare FICA		\$1,508.00
12551020	518200	Retirement		\$7,863.00
12551020	518300	Group Insurance		\$20,215.00
12551020	518400	Dental Insurance		\$750.00
12551020	518901	401K		\$7,800.00
<b><u>EXPENDITURE</u></b>				
		Convention & Visitors Bureau		
<b><u>Code Number</u></b>		<b><u>Description (Object of Expenditure)</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>
84761800	529900	Miscellaneous Expense	\$1,000.00	
<b><u>REVENUE</u></b>				
<b><u>Code Number</u></b>		<b><u>Source of Revenue</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>
84036180	408900	Miscellaneous Revenue	\$1,000.00	
<b><u>EXPENDITURE</u></b>				
		Aging		
<b><u>Code Number</u></b>		<b><u>Description (Object of Expenditure)</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>
02558670	525000	Construction/Repairs United Way	\$7,500.00	
<b><u>REVENUE</u></b>				
<b><u>Code Number</u></b>		<b><u>Source of Revenue</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>
02035867	403602	United Way	\$7,500.00	
<b><u>EXPENDITURE</u></b>				
		Transportation		
<b><u>Code Number</u></b>		<b><u>Description (Object of Expenditure)</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>
16145000	545000	Insurance and Bond	\$20,000.00	
16145000	525100	Gas, Oil, Tires	\$175,000.00	
16145000	535300	Maint/Repair Vehicles	\$175,000.00	

16145000	526200	Departmental Supplies	\$5,000.00
16145000	519100	Professional Services	\$2,000.00
16145000	512100	Salaries	\$43,000.00
16145000	512600	Part Time Salaries	\$30,000.00

**REVENUE**

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
16134500	403611	Cares Act	\$450,000.00

**EXPENDITURE**

<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
	CDBG – Neighborhood Revitalization		
	Administration	\$115,000.00	
	Other Professional Services	\$96,000.00	
	Relocation Costs	\$28,000.00	
	Construction Costs	\$511,000.00	

**REVENUE**

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
	CDBG-NR Grant	\$750,000.00	

**Item 6: County Manager’s Report**

No report was provided.

**Item 7: Public Comment Period**

The Chairman opened the floor for comments, and no comments were received from those present. The Clerk reported no comments had been received by mail or email.

**Recess to Reconvene**

Upon a motion made by Chairman Wooten and seconded by Commissioner Kivett, the Board voted unanimously to recess to reconvene on May 24, 2021 at 6 p.m. in the Administration Building Conference Room.

---

Clark H. Wooten, Chairman

---

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a recessed meeting at 6:00 pm on May 24, 2021 in the Conference Room of the County Administration Building, 406 County Complex Road, Clinton, NC. Members present: Chairman Clark Wooten, Vice Chairperson Lee, and Commissioners Thaddeus Godwin, Jerol Kivett and Lethia Lee.

Chairman Wooten convened the meeting and called upon Vice Chair Lee for the invocation. Commissioner Kivett then led the Pledge of Allegiance.

**Item 1: ANNOUNCEMENT OF LIBRARY DIRECTOR SELECTION; REQUEST FOR WAIVER OF RESIDENCY REQUIREMENT**

County Manager Ed Causey reported that Kelsey Edwards had been selected as the new Library Director and would start on June 28, 2021. Since Ms. Edwards currently resides in Willard, North Carolina, less than ten miles from the County line, Mr. Causey requested that the Board waive the department head residency requirement found in the Sampson County Personnel Resolution. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to waive the residency requirement for Ms. Edwards.

**Item 2: IMPLEMENTATION OF BURNING BAN**

Assistant County Manager Susan Holder reported that the North Carolina Forest Service had cancelled all burning permits and prohibited open burning for multiple counties, including Sampson County, effective noon of that day and remaining in effect until further notice. She explained that because the ban does not apply to fires started within 100 feet of an occupied dwelling, Interim EM Director Kevin Hairr and Fire Marshal Jerry Cashwell had submitted a request for the Board to take additional action to issue a burn ban within that 100 feet of an occupied dwelling. Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously that in accordance with Section 1.2(b) of the Sampson County Fire Ordinance, to declare a ban on all outdoor burning within 100 feet of an occupied dwelling in conjunction with the burning ban issued by the North Carolina Forestry Service, effective May 24, 2021 and remaining in effect until the state-issued ban is lifted.

**Item3: PRESENTATION OF PROPOSED BUDGET FOR FY 21-22**

County Manager Ed Causey reviewed the budget message for the proposed budget for FY 21-21 (copy attached). Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to schedule the required public hearings regarding the proposed budget (one for the full budget

and one specific to the economic development expenditures therein) for the Board's regular meeting on June 7, 2021 at 6 pm.

**Adjournment**

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to adjourn.

---

Clark H. Wooten, Chairman

---

Susan J. Holder, Clerk to the Board

## Juvenile Crime Prevention Council Certification

Fiscal Year: 2021-2022\_\_\_\_\_

County: <b>Sampson</b>	Date:
G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle. <b>(Check 2-year if the JCPC has a mixture of 1-year and 2-year funding.)</b>	
1-Year Funding: FY x	2-Year Funding: FY _____ and FY 2021-2022

### CERTIFICATION STANDARDS

#### STANDARD #1 - Membership

- |   |            |
|---|------------|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners?                              | Y<br>_____ |
| B. Is the membership list attached?   | Y<br>_____ |
| C. Are members appointed for two-year terms and are those terms staggered?  | Y<br>_____ |
| D. Is membership reflective of social-economic and racial diversity of the community?   | Y<br>_____ |
| E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | N<br>_____ |

If not, which positions are vacant and why?

District Attorney or Designee, Substance Abuse Professional, 2 youth under age of 21, Juvenile Defense Attorney, Chief District Court Judge or designee, Member(s) of business community, Rep. of United Way or other Non-Profit)

#### STANDARD #2 - Organization

- |  |            |
|--|------------|
| A. Does the JCPC have written Bylaws?  | Y<br>_____ |
| B. Bylaws are <input checked="" type="checkbox"/> attached or <input type="checkbox"/> on file (Select one.)   |            |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure.  | Y<br>_____ |
| D. Does the JCPC have written policies and procedures for funding and review?  | Y<br>_____ |
| E. These policies and procedures <input checked="" type="checkbox"/> attached or <input type="checkbox"/> on file. (Select one.)   |            |
| F. Does the JCPC have officers and are they elected annually?  | Y<br>_____ |
| JCPC has: <input checked="" type="checkbox"/> Chair; <input checked="" type="checkbox"/> Vice-Chair; <input checked="" type="checkbox"/> Secretary; <input checked="" type="checkbox"/> Treasurer. |            |

#### STANDARD #3 - Meetings

- |  |            |
|--|------------|
| A. JCPC meetings are considered open and public notice of meetings is provided.  | Y<br>_____ |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | Y<br>_____ |
| C. Does the JCPC meet six (6) times a year at a minimum?   | Y<br>_____ |
| D. Are minutes taken at all official meetings?   | Y<br>_____ |
| E. Are minutes distributed prior to or during subsequent meetings?   | Y<br>_____ |

**Juvenile Crime Prevention Council Certification (cont'd)**

**STANDARD #4 - Planning**

- A. Does the JCPC conduct a minimum of biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? Y

---

- B. Is this Annual or Biennial Plan presented to the Board of County Commissioners and to DPS? Y

---

- C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? Y

---

**STANDARD #5 - Public Awareness**

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? ( RFP, distribution list, and article attached) Y

---

- B. Does the JCPC complete a minimum of biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? Y

---

**STANDARD #6 – No Overdue Tax Debt**

- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? Y

---

Briefly outline the plan for correcting any areas of standards non-compliance.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. Budget pages (sections VI and VII) printed from NCALLIES detailing the expenditure's must be attached to this certification.

The JCPC Certification **must be received by DPS by June 30<sup>th</sup> annually.**

**JCPC Administrative Funds  
SOURCES OF REVENUE**

<b>DPS JCPC</b>	
Only list requested funds for JCPC Administrative Budget.	_____ \$15,500
<b>Local</b>	_____
<b>Other</b>	_____
<b>Total</b>	_____ \$15,500

JCPC Chairperson Date

Chairman, Board of County Commissioners Date



**Juvenile Crime Prevention Council Certification (cont'd)**

---

DPS Designated Official

Date

**Juvenile Crime Prevention Council Certification (cont'd)**

Sampson

County

FY 2021-2022

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Jennifer Daughtry	Sampson County Schools	<input checked="" type="checkbox"/>	B	F
2) Chief of Police or designee	Donald Fisher	Officer	<input checked="" type="checkbox"/>	W	M
3) Local Sheriff or designee	Chris Godwin	Detective	<input checked="" type="checkbox"/>	W	M
4) District Attorney or designee	Vacant		<input type="checkbox"/>		
5) Chief Court Counselor or designee	Jessica Harper	Chief Court Counselor	<input type="checkbox"/>	W	F
6) Director, Local Management Entity/Managed Care Organization (LME/MCO), or designee	Melissa Reese	Community Relations Spec.	<input checked="" type="checkbox"/>	W	F
7) Director DSS or designee	Lynn Fields	DSS Deputy Director	<input checked="" type="checkbox"/>	I	F
8) County Manager or designee	David K. Clack	Finance Officer	<input checked="" type="checkbox"/>	W	M
9) Substance Abuse Professional	Vacant				
10) Member of Faith Community	Dudley Neal	Retired Army Chaplin		W	M
11) County Commissioner	Clark Wooten	Chairman		W	M
12) Two persons under the age of 21, or one person under the age of 21 and one member of the public representing the interests of families of at-risk juveniles	Vacant				
	Vacant				
13) Juvenile Defense Attorney	Vacant				
14) Chief District Judge or designee	Vacant		<input type="checkbox"/>		
15) Member of Business Community	Vacant				
16) Local Health Director or designee	Tamra Jones	Accounting Specialist	<input checked="" type="checkbox"/>	W	F
17) Rep. United Way/other non-profit	Vacant				
18) Representative/Parks and Rec.	Dana Hall	Director		W	F
19) County Commissioner appointee	Billy F. Jackson	Retired Law Enforcement		W	M
20) County Commissioner appointee	Clementine Mason	Retired Health Lab Tech		B	F
21) County Commissioner appointee	Terrace Miller	Ret. Clinton City Schools		B	F
22) County Commissioner appointee	Vacant				

**Juvenile Crime Prevention Council Certification (cont'd)**

23) County Commissioner appointee	Vacant				
24) County Commissioner appointee	Vacant				
25) County Commissioner appointee	Vacant				

**RESOLUTION OF SUPPORT FOR BUILDING REUSE PROGRAM APPLICATION  
FOR PROJECT KEEGAN**

**WHEREAS**, the North Carolina Department of Commerce Rural Economic Development Division administers the Building Reuse Program, a grant program that, among other things, provides grants to support the renovation of vacant buildings; and

**WHEREAS**, the 70,000 square foot factory building located at 120 Warren Street, Garland, North Carolina was previously used in the production of garments by Brooks Brothers, Inc. and its affiliates and now lies vacant, resulting in the loss of approximately 150 jobs; and

**WHEREAS**, a cut and sew company has expressed interest in renovating the vacant Brooks Brothers building for use in the company's garment production operations, projecting that renovation of the building could result in the creation of 186 jobs and a \$1.2 million increase in the amount of taxable property located in Sampson County over a five year period; and

**WHEREAS**, the company has indicated that it will need assistance from Sampson County in defraying the cost of the requisite building renovations associated with the project, given the substantial cost of needed repairs to the building's roof, heating, ventilation, and air conditioning systems, and other components; and

**WHEREAS**, Sampson County requires assistance in financing the building renovation project described herein above; and

**WHEREAS**, Sampson County intends to request Building Reuse Program grant funding for the vacant building renovation project described herein above, subject to the company committing to locate its cut and sew operation in Sampson County; and

**WHEREAS**, the Sampson County Board of Commissioners wishes to offer an expression of support for the building renovation project described herein above in the form of this duly-adopted Resolution as well as a letter of support addressed to the North Carolina Department of Commerce Rural Development Division and to further authorize the submission of a grant application on behalf of Sampson County for a Building Reuse Program grant;

**NOW, THEREFORE, BE IT RESOLVED** by the Sampson County Board of Commissioners that:

1. Sampson County supports the use of Building Reuse Program grant funding for the building renovation project described herein above and the job creation and increase in taxable property that is projected to result therefrom.

2. Clark H. Wooten, Chair of the Sampson County Board of Commissioners, as well as Sampson County Manager Edwin W. Causey and any other County officer or employee whose execution of a document or assurance is necessary and proper to carry out the intent of this Resolution, and their successors in office are hereby authorized to execute and file with the North Carolina Department of Commerce Rural Development Division a grant application for Building

Reuse Program funding in connection with the project described herein above and to furnish such information, assurances, and other documents as the North Carolina Department of Commerce Rural Development Division may request in connection with said grant application, including, but not limited to, a letter of support expressing Sampson County's support for the building renovation project described herein above.

3. Sampson County has substantially complied with and will substantially comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the building renovation project described herein above and the grant pertaining thereto.

**ADOPTED** this the 7<sup>th</sup> day of June, 2021.

---

Clark H. Wooten, Chair,  
Sampson County Board of Commissioners

**ATTEST:**

---

Susan J. Holder, Clerk to the Board

# Sampson County

## CDBG Programs

### Equal Employment and Procurement Plan

The County of Sampson maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the *County* prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The *County* shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the *Chairman and/or other persons designated by the Chief Elected Official* to assist in the implementation of this policy statement.

The *County* shall development a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the *Chief Elected Official*.

The *County* is committed to this policy and is aware that with its implementation, the *County* will receive positive benefits through the greater utilization and development of all its human resources.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Clark Wooten, Chairman

ATTEST:

---

(Clerk)

**Sampson County CDBG  
Language Access Plan  
(5-Year Plan)**

**Providing Meaningful Communication with Persons with Limited English Proficiency**

*The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.*

**POLICY:**

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the *County of Sampson* will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

**DEFINITIONS:**

*Limited English Proficient (LEP) individual* – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.

*Vital Documents* – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

*Title VI Compliance Officer:* The person or persons responsible for administering compliance with the Title VI LEP policies.

*Substantial number of LEP:* 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

**PROCEDURES:**

**1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE**

The *County of Sampson* will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or “I speak cards,” provided by the Rural Economic Development Division (REDD) and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

## 2. OBTAINING A QUALIFIED INTEPRETER

List the current name, office telephone number, office address and email address of the Title VI compliance officers:

Juanita Brewington  
910-592-7181  
406 County Complex Road  
Suite 120  
Clinton, NC 28328  
[jbrewington@sampsonnc.com](mailto:jbrewington@sampsonnc.com)

### Check all methods that will be used:

- Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (*provide the list*):
- Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

*(Identify the agency(s) name(s) with whom you have contracted or made arrangements)*

Department of Social Services  
Sarah Bradshaw  
Director  
(910) 592-7131  
[sarah.bradshaw@sampsondss.net](mailto:sarah.bradshaw@sampsondss.net)

The agency’s hours of availability are from 8am - 5 pm.

Other (*describe*):

**All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.**



Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

### 3. PROVIDING WRITTEN TRANSLATIONS

- i. The **County of Sampson** will set benchmarks for translation of vital documents into additional languages. *(please ensure to keep records of those documents that apply to your agency)*
- ii. When translation of vital documents is needed, the County of Sampson will submit documents for translation into frequently-encountered languages.
- iii. Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

### 4. PROVIDING NOTICE TO LEP PERSONS

The **County of Sampson** will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language: **IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.**

All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited to the main lobbies, waiting rooms, etc.

**Main Lobby** *(Include those areas that apply to your agency).*

Notification will also be provided through one or more of the following: outreach documents, telephone voice mail menus, local newspapers, radio and television stations, and/or community-based organizations

**Local Newspaper** *(Include those that apply to your agency).*

### 5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, The **County of Sampson** will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, The **County of Sampson** will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, complaints filed by LEP persons, feedback from residents and community organizations, etc.

## **I. Compliance Procedures, Reporting and Monitoring**

### **A. Reporting**

The agency will complete an annual compliance report and send this report to REDD. (Format will be supplied by REDD)

### **B. Monitoring**

The agency will complete a self-monitoring report on a quarterly basis, using a standardized reporting system proposed by the local government. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the REDD upon request.

The agency will cooperate, when requested, with special review by the REDD.

## **II. Applicant/Recipient Complaints of Discriminatory Treatment**

### **A. Complaints**

The agency will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy. The form can be found at <https://www.nccommerce.com/documents/cdbg-compliance-plans>.

The agency will maintain records of any complaints filed, the date of filing, actions taken and resolution.

The agency will notify the appropriate section within REDD of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

### **B. Resolution of Matter**

If the matter cannot be resolved by informal means, the individual will be informed of his or her right to appeal further to REDD. This notice will be provided in the primary language of the individual with Limited English Proficiency.

The REDD Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency.

If not resolved by REDD, then complaint will be forwarded to Department of Justice (DOJ), Department of Housing and Urban Development (HUD) Field Office.

SUBMITTED AND ADOPTED BY:

Clark Wooten, Chairman

Name of Mayor or Chairman of Board

\_\_\_\_\_

Signature of Mayor or Chairman of Board

\_\_\_\_\_

Date

**PROGRAM POLICIES**

**2020 CDBG PROGRAM**

**COUNTY OF SAMPSON**

April 19, 2021

ADOPTED BY THE BOARD OF COMMISSIONERS OF SAMPSON COUNTY:

---

Clark Wooten

---

Date

## **PROGRAM POLICIES**

The policies contained in this document will serve as administrative guidelines for the Sampson County 2020 Community Development Block Grant Program. In the case of unforeseen hardship or inconvenience, these standards may be varied with the written permission of the Chairman. However, any variations made will not result in actions contrary to the Sampson County 2020 CDBG Application and DOC Regulations.

### **I. PROJECT AREA COMMITTEE**

The CD Project Area Committee (PAC) will be composed of three members (1 commissioner member, the Purchasing Officer and the County Manager). The commissioner member will be appointed by the County Chairman, and any vacancy shall be immediately filled by the appointment of the Chairman. The PAC shall hold quarterly meetings when necessary and make diligent efforts to provide a liaison between the area citizens and the program administration. Responsibilities of the PAC will include:

- A. Review and comment on the program guidelines.
- B. Provide coordination and contact between the project area residents and the administrative personnel.
- C. Conduct meetings to review the progress of the program.
- D. Recommend program revisions to the administrative personnel as the project develops.
- E. Review recommended action to be taken on grievances.
- F. Conduct a public hearing prior to the close-out of the programs to obtain comment on the success of the project.
- G. Review and make recommendations on all community development programs and/or budget amendments.

### **II. HOUSING REHABILITATION**

#### **A. General**

1. All homeowners and landlords are responsible for the correction of housing code violations of their housing facilities in the 2020 CDBG Target Area. The Program Administrator in conjunction with the local Code Enforcement Officer (as needed) will inspect each dwelling unit to determine what must be done to bring affected structures up to a minimum standard. Owners will be notified of all deficiencies.
2. Financial and counseling assistance will be provided by the 2020 CDBG program through grants and loans to homeowners and landlords for the correction of housing code deficiencies. Receipt of CDBG financial assistance will not be mandatory. The homeowner or landlord may correct all housing deficiencies through means other than the CDBG Program.

3. CDBG rehabilitation assistance will be provided for the correction of housing code deficiencies only.
4. Homeowners and landlords may, at their discretion, receive CDBG rehabilitation assistance for materials only and provide labor through other sources.
5. The County will act as the property owner's agent with respect to CDBG housing rehabilitation activities. Upon completion of rehabilitation activities, the property owner will be notified that code violations in the structure have been corrected.

**B. Program Application Budget Amounts and Limits**

1. Per unit amounts budgeted within the 2020 CDBG Application for various sets of proposed activities are as follows:

a.	Frame Built Reconstruction	\$	<u>127,750.00</u>
b.	Demo for Reconstruction	\$	<u>24,000.00</u>
b.	Frame Built Rehabilitation	\$	<u>N/A</u>
c.	Mobile Homes	\$	<u>N/A</u>

2. The maximum allowable financial participation amount is the lesser of \$70.00 per square foot or \$72,000.00 per unit for Rehabilitation. The County anticipates rehabilitation costs between major and minor units will average out to the respective amounts budgeted. The County recognizes that some additional deficiencies may exist or be uncovered during the rehabilitation work. In order to correct these deficiencies, the bid amount may be amended by up to 15% by the Program Administrator. This limit is not applicable to Reconstructions.
3. Any expenditure over the bid amount plus 15% may be initially authorized by the County Manager for two reasons: One, to remove imminent threats to health and safety, and two, if the market value of the unit after rehabilitation work is completed will be more than the contract amount.
4. Any unit with a proposed rehabilitation cost exceeding the maximum allowable amount will be reviewed by the County Manager and C.D. Administrator. These units will be either referred for demolition or held until the end of housing activities to see if sufficient funds are available for rehabilitation. If sufficient funds are available, the County Manager and C.D. Administrator will review whether to proceed with a request for substantial reconstruction or relocation.

## C. Rehabilitation Priorities and Contract Procedures

1. In general, the priority for selecting housing for assistance shall follow the following priorities:
  - a. LMI Owner occupied grant/loan financing
  - b. LMI Tenant occupied grant/loan financing – N/A
  - c. Above LMI Owner occupied loan financing – N/A
  - d. Above LIM Tenant occupied loan financing – N/A
  - e. Vacant units – N/A

Within each of the above categories, the elderly, handicapped or most underprivileged shall receive priority. However, the C.D. Administrator may deviate from these priorities if it is in the best interest of the Program.
2. All procurement and contract procedures will be completed in accordance with 2 CFR 200. An advertisement for bids will be sent to rehabilitation contractors and write-ups made available. Sealed bids will be received and read aloud. The C.D. Administrator will review the bids and recommend award. The County Chairman may award the bids and execute grant and loan contracts or applicable Deeds of Trust. Upon approval of the County Chairman, the C.D. Administrator will issue the Notice to Proceed. The C.D. Administrator may approve and execute all contract change orders as necessary within the limits set forth in Section I.B.2. Above.
3. The County of Sampson County will have no responsibility for the execution of private agreements nor will it allow any such agreements to hinder or interfere with contracted rehabilitation activities.

## D. Coordination with Property Owners

At a minimum, the following items will be reviewed with property owners except in the case of unforeseen circumstances:

1. All housing code deficiencies.
2. The proposed financing arrangement, grant or loan.
3. Decisions on rehabilitation, delay or demolition of the unit.
4. Procedures concerning bidding, contracts and construction.
5. Contract completion and closeout.
6. If the property owner disagrees with any of the information and decisions presented, appeal of the decision can be processed through the complaint procedure.

## E. Income Requirements

Income guidelines for determining grant and loan financing are those provided by HUD as meeting low-moderate income limits. These figures are revised yearly, and the most current figures will apply. Income will be based on total household income of all people over 18 years of age. The eighteen-year-old exclusion does not apply for determining beneficiaries.

F. Grant/Loan Program

The type of assistance which will be made available for the correction of code deficiencies depends on the factors listed below:

1. Owner Occupied or Rental
2. Household Income - Owner
3. Household Income - Tenant
4. Household Income - Landlord
5. Amount of Monthly Rent

The specific design of the Loan Program can be found as an attachment at the end of these policies. See ATTACHMENT I.

G. Rent Freeze and Recapture Provisions

Whenever CDBG funds are used to rehabilitate a structure, rent freeze and recapture provisions shall apply. These provisions can also be found as an attachment at the end of these policies. See ATTACHMENT I. All recapture provisions shall be secured by a promissory note and deed of trust held on the property. Therefore, each property must have a clear title sufficient for execution of the deed of trust. It shall be the responsibility of the owner to insure the clear title.

H. Housing Code

1. All rehabable houses in the 2020 CDBG area must be brought up to minimum housing code during this program. Reproduced and found at the end of these policies is the N.C. Small Cities CDBG Housing Rehabilitation Standards which is the minimum accepted by N.C. DOC.
2. When conducting the rehabilitation investigation and construction, the following priorities will apply:
  - a. Provisions of a safe, sanitary water supply and adequate sewage disposal to include provisions of indoor plumbing and hot water service.
  - b. Elimination of major structural defects which are creating hazardous conditions due to unsafe electrical systems, etc.
  - c. Weatherization of the unit.
  - d. Control of insects, rodents and infestations.
  - e. Elimination of minor structural defects.



- f. Landscaping to eliminate health hazards.

#### I. Substantial Rehabilitation

For the purposes of the CDBG program, substantial rehabilitation is defined as the lesser of the two following standards: total CDBG rehabilitation costs for the unit exceed \$72,000.00; or total CDBG rehabilitation costs exceed \$70 per square foot of heated, occupiable space. DOC approval must be obtained where substantial reconstruction is proposed as part of a neighborhood rehabilitation effort. In order to receive DOC approval, justification for substantial rehabilitation must be based on the following two circumstances:

- (1) The estimated cost of reconstruction is at least 20 percent less than the estimated cost of purchasing comparable newly constructed housing (including land) in the locality's jurisdiction; and
- (2) The estimated cost of the reconstruction (excluding demolition, site preparation and temporary relocation) is less than the fair market value of the reconstructed housing and land.

### III. **FORMS AND AGREEMENTS**

In applying the previously discussed rehabilitation activities, incomes must be verified, construction work let, agreements executed and construction completed. Provided in the Master Rehab Casefile are the forms to be used for these activities. The Future Deed of Trust forms and Loan Agreements are not included because these forms will be approved by the Program Attorney prior to use.

### IV. **ACQUISITION**

- A. Acquisition of land is necessary in the following situations under the CDBG program:
  - 1. Acquisition of lots to remove dilapidated structures: Code Enforcement.
  - 2. Acquisition of Right-of-Way necessary for parks, streets, drainage or other public facilities improvements: Eminent Domain.
  - 3. Acquisition of a permanent easement for items in No. IV.A.2.
- B. General guidelines which will apply to code enforcement acquisition (structures) are listed below. These guidelines may be varied by the Board of Commissioners of Sampson County due to the broad nature of acquisition activities.
  - 1. A structure must be acquired and demolished when it is determined to be economically "beyond repair".
  - 2. A structure must be acquired and demolished if it is an imminent threat to health and safety.
  - 3. A structure must be acquired and demolished if the proposed rehabilitation cost is clearly more than the after rehabilitation market value. To salvage an existing structure, property owners may contribute directly to the rehabilitation cost in order for the structure to be eligible for rehabilitation assistance.

- C. When it has been determined by the Program Administration that a structure must be acquired and demolished, one of the following two methods may be used:
1. The property owner may execute a voluntary demolition agreement and temporary demolition easement. With this agreement, the CDBG Program will demolish the structure, clear all debris, and reseed the lot. The property owner will retain ownership of the lot.
  2. If the property owner does not wish to execute a voluntary demolition agreement, the acquisition procedure listed in IV.D. below will be followed to purchase the structure and the parcel of land. The CDBG Program will demolish the structure and resell the property in accordance with municipal disposition procedures.
  3. When acquired property is offered for sale, it must be advertised and offered for sale to low-and-moderate income individuals and construction of a residential unit must start within 12 months. If there is no interest from LMI persons, the property must be re-advertised with only the 12-month restriction remaining.
- D. The steps necessary for acquisition of any property in the CDBG Program are as follows:
1. Title certification.
  2. Land survey.
  3. Appraisal of the property if expected value is over \$2,500.00 - property owner must be invited to accompany the appraiser.
  4. Second Appraisal of the property if it is a complex appraisal - property owners must be invited to accompany the appraiser.
  5. Appraisal Review by the County Manager, C.D. Administrator and County Board.
  6. Establishment of Just Compensation by the Board.
  7. Written offer to purchase to the property owner.
  8. Negotiation with the property owner.
  9. Upon agreement, the property is purchased.
  10. If agreement cannot be reached, the matter is referred to the attorney for condemnation through code enforcement.

## V. **RELOCATION**

Whenever a dilapidated structure is occupied, these people must be relocated to "standard housing" which is safe, sanitary, and decent. Relocation shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646). During the program execution, the Board of Commissioners of Sampson County may adopt an "Optional Coverage Relocation Plan" if circumstances deem treatment through other than Uniform Act procedures will be appropriate. All efforts will be made during the 2020 CDBG program to minimize displacement.

## VI. **COMPLAINT PROCEDURE**

Whenever conflict arises during the program, target area residents will have the following procedure for dealing with complaints. All complaints must be made in writing and will be responded to within 10 working days from the date of receipt.

- A. Submit complaint to the Program Administrator at the County Office, and the Program Administrator will issue a written response to the complaint.
- B. If resolution is not obtained, the complaint will be forwarded to the County Manger by the complainant. A meeting with the complainant, Program Administrator and County Manager will be held, and the County Manager shall issue a written response to the complainant.
- C. If resolution is not obtained, the PAC shall conduct a hearing with the complainant, Program Administrator and the County Manager to hear all sides of the complaint. The PAC shall issue a written opinion to the complainant and to the Board of Commissioners of Sampson County.
- D. If resolution is still not obtained through the PAC, the Board of Commissioners of Sampson County shall review the complainant's statement, previous written statements by the Program Administrator and the County Manager, and the written opinion of the PAC. The Board shall make a decision which will be final.
- E. The Board's decision will be given to the complainant along with the name and address of DOC and project representative for the 2020 CDBG program.

## VII. CODE OF CONDUCT

- A. This Code shall govern the performance of officers, employees, and agents engaged in the award and administration of contracts supported by Federal funds.
- B. No employee, officer or agent of the County shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
  - 1. The employee, officer or agent;
  - 2. Any member of his immediate family;
  - 3. His or her partner; or
  - 4. Any organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.
- C. County officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.

- D. The County, at its discretion may make determinations of minimum rules where financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.
- E. All violations of these standards deemed by the Board to be in excess of minimum levels determined in Item VII. D., will result in penalties, sanctions or disciplinary action as required by State and Local laws and regulations or as deemed appropriate by the County Board Councilmen.

### VIII. **CITIZEN PARTICIPATION**

- A. Citizen participation shall be consistent with all requirements of the CDBG Regulations. All said regulations shall be strictly adhered to. This citizen participation plan shall include the following actions by the CDBG recipient:
  - 1. Solicit and respond to citizen views and proposals. Respond to written comments within 10 calendar days.
  - 2. Provide technical assistance to groups so requesting to facilitate participation and proposals.
  - 3. Provide notices of public hearings in a timely manner. Notice to be given 10-25 days before public hearings.
  - 4. Schedule public hearings to permit broad citizen participation.
  - 5. Hold the following public hearings at a minimum:
    - a. Prior to formulation of CDBG Application
    - b. After Application formulation but prior to submission
    - c. Prior to submission of every program amendment
    - d. Prior to submission of closeout documents
  - 6. Provide for needs of non-English speaking citizens where a significant number of non-English speaking participants are anticipated.

Any other requirements of T15:13L.1002 shall be herein incorporated by reference.

### IX. **PROCUREMENT POLICY**

- A. All procurement shall be conducted in accordance with 2 CFR 200.

**GRANT PROJECT ORDINANCE  
2020 CDBG-NR PROGRAM  
COUNTY OF SAMPSON**

Be it ordained by the Sampson County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is the Community Development project described in the work statement contained in the grant agreement #19-C-3137 between this unit and the Department of Commerce. This project is more familiarly known as the Sampson County 2020 Community Development Project Neighborhood Revitalization.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the Department of Commerce and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project:

Community Development Grant	\$750,000.00
TOTAL	\$750,000.00

Section 4. The following amounts are appropriated for the project:

C-1 Rehabilitation	\$675,000.00
C-1 Administration	<u>\$75,000.00</u>
TOTAL	\$750,000.00

Section 5. The finance officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement and federal and state regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The finance officer is directed to report annually on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The budget officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this board.

Section 9. Copies of this grant project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Clark Wooten, Chairman  
Name, Title

**Recipient's Plan to Further Fair Housing**

**Grantee: Sampson County**

---

**Recipient's Address: 406 County Complex  
Road, Suite 120, Clinton, NC 28328**

---

**Contact Person: Juanita Brewington**

**Contact Phone #:910-592-7181**

---

**Contact Email:**

**jbrewington@sampsonnc.com**

**TDD #:800-735-2962**

---

**I. Indicate if the Recipient will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.**

First Time

Past Activities

**II. Identify and analyze obstacles to affirmatively furthering fair housing in recipient's community. (Use additional pages as necessary)**

A major obstacle in County is lack of knowledge, community awareness and education. Some of the low income families are not aware of housing assistance programs and other services available to them in the County. Although local Realtors, lending institutions and other agencies are involved in housing placement and financing and are aware of Federal Fair Housing Legislation, there appears to be a lack of specific knowledge getting to our citizens of the Title VII of the Civil Rights Act of 1968.

**III. Will the above activities apply to the total municipality or county?**

Yes  No

**If no, provide an explanation.**

(Use additional pages as necessary)

**IV. Briefly describe the quarterly activities that the recipient will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule and estimated cost for implementation of these activities must be included. *Activities must be scheduled for implementation at least on a quarterly basis.* (Use attached table)**

**Grantee Name: Sampson County**

<b>Quarterly Fair Housing Activity</b>	<b>Months</b>	<b>Year</b>	<b>Estimated Cost</b>	<b>Actual Cost</b>
<i>Example: Establish FH policy, Complaint Procedure</i>	<i>Jan-Mar.</i>	<i>20xx</i>	<i>\$xxx</i>	<i>\$xxx</i>
Publish Fair Housing Complaint Procedure with the TDD number.	April-June	2021	\$75	
Place Fair Housing Literature in the Lobby of the County Administration Building	July - Sept.	2021	0	
Distribute Fair Housing Brochures to Local Financial Institutions, Realtors, Businesses	Oct. – Dec.	2021	\$20	
Publish Notice to Public Promoting Fair Housing	Jan. – March	2022	\$75	
A Fair Housing Notice will be printed on County Water Bill to all customers	April – June	2022	0	
Post Complaint Procedure in Lobby of County Administration Building	July – Sept.	2022	0	
Publish Fair Housing Complaint Procedure with the TDD number.	Oct. – Dec.	2022	\$75	
Conduct a Fair Housing Awareness Meeting	Jan. – March	2023	\$20	
Publish Notice to Public Promoting Fair Housing	April – June	2023	\$75	
Distribute Fair Housing Brochures to Local Financial Institutions, Realtors, Businesses	July – Sept.	2023	\$20	
Publish Notice to Public Promoting Fair Housing	Oct. – Dec.	2023	\$75	
A Fair Housing Notice will be printed on County Water Bill to all customers	Jan. – March	2024	0	

- V. **Describe recipient’s method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the recipient informs the public about the complaint procedures.** (Use additional pages as necessary)
- 1) Any person or persons wishing to file a complaint of housing discrimination in the County may do so by informing the County Manager of the facts and circumstance of the alleged discriminatory acts or practice.
  - 2) Upon receiving a housing discrimination complaint, the County Manager shall acknowledge the complaint within **10 days in writing** and inform the Division of Community Assistance and the North Carolina Human Relations Commission about the complaint.
  - 3) The County Manager shall **offer assistance** to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the County.
  - 4) The County Manager shall **publicize** in the local newspaper, with the TDD#, who is the local agency to contact with housing discrimination complaints.

**Approved By:**

**Clark Wooten, Chairman**

Name and Title of Chief Elected or Executive Officer	Signature	Date
---	-----------	------



## **RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN**

This Residential Anti-Displacement and Relocation Assistance Plan is prepared by the County of Sampson in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG<sup>1</sup> projects.

### **MINIMIZE DISPLACEMENT**

Consistent with the goals and objectives of activities assisted under the Act, the County will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.

CDBG programs include: Entitlement Community Development Block Grant (CDBG) Program, State CDBG Program, CDBG Small Cities Program, Section 108 Loan Guarantee Program, CDBG Special Purpose Grants Program, and the Neighborhood Stabilization Program (NSP).

- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are “lower-income dwelling units” (as defined in 24 CFR 42.305)).
- Target only those properties deemed essential to the need or success of the project.

### **A. Relocation Assistance to Displaced Persons**

The **County** will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program[s], move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

### **B. One-for-One Replacement of Lower-Income Dwelling Units**

The **County** will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program[s] in accordance with 24 CFR 42.375.

Before entering into a contract committing **County** to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the **County** will make public by publication in a newspaper of general circulation and submit to State CDBG Program(s) North Carolina Department of Commerce (NC DOC) the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;

3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. [*See also 24 CFR 42.375(d)*].
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the **County** will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

### **C. Replacement not Required Based on Unit Availability**

Under 24 CFR 42.375(d), the **County** may submit a request to the State (NC DOC) for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

### **D. Contacts**

The **County Procurement and Purchasing Officer at 910-592-7181** is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period.

The **County Procurement and Purchasing Officer at 910-592-7181** is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Clark Wooten, Chairman

ATTEST:

**Local Jobs Initiative**  
**Section 3 Plan**  
**Local Economic Benefit for Low- and Very Low-Income Persons**  
**COUNTY OF SAMPSON**

I. APPLICATION AND COVERAGE OF POLICY

*NC Commerce and any of its sub-recipients* are committed to the policy that, to the greatest extent possible, opportunities for training and employment be given to lower income residents of the community development project area and contracts for work in connection with federally assisted community development project be awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, *NC Commerce and any of its sub-recipients* of the County of Sampson has developed and hereby adopts the following Plan:

*NC Commerce and any of its sub-recipients* will comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CRF Part 135), all regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders of the Department issued thereunder

This Section 3 covered project area for the purposes of this grant program shall include *NC Commerce and any of its sub-recipients* and portions of the immediately adjacent area.

*NC Commerce and any of its sub-recipients* will be responsible for implementation and administration of the Section 3 plan. In order to implement the *NC Commerce and any of its sub-recipient's* policy of encouraging local residents and businesses participation in undertaking community development activities, the *NC Commerce and any of its sub-recipients* will follow this Section 3 plan which describes the steps to be taken to provide increased opportunities for local residents and businesses

This Section 3 Plan shall apply to services needed in connection with the grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

When in need of a service, *NC Commerce and any of its sub-recipients* will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the Minority Business Directory published through the State Department of Commerce, local directories and Small Business Administration local offices. Word of mouth recommendation shall also be used as a source.

The *State of North Carolina and any of its sub-recipients* will include the Section 3 clause and this plan in all contracts executed under this Community Development Block Grant (CDBG) Program. Where necessary, listings from any agency noted above deemed shall be included as well as sources

---

*State CDBG, Section 3 Template-English December 2017*

C:\Users\susan\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\NEMRXY5Z\Section 3 Plan.doc

of subcontractors and suppliers. The Section 3 Plan shall be mentioned in the pre- bid meetings and preconstruction meetings.

The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the Sampson County Employment Security Commission shall be notified and referred to the contractor.

Each contract for housing rehabilitation under the program, as applicable, for jobs having contracts in excess of \$100,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.

Early in our project, prior to any contracting, major purchases or hiring, we will develop a listing of jobs, supplies and contracts likely to be utilized during the project. We will then advertise the pertinent information regarding the project including all Section 3 required information. Community Investment and Assistance (CI) should be contacted with the Bid Materials to distribute the information throughout their list serve to reach out the communities.

## II. AFFIRMATIVE ACTIONS FOR RESIDENT AND BUSINESS PARTICIPATION

***NC Commerce and any of its sub-recipients*** will take the following steps to assure that low income residents and businesses within the community development project area and within the ***County*** are used whenever possible: (Describe below)

The County will keep a record of interested residents and businesses within the community development project area and within the County to use upon the need for solicitation of need for services. The County will advertise the local distributed newspaper encouraging all low income persons and Section 3 businesses to participate in activities related to the project.

(Example: Place qualified residents and businesses on solicitation lists, assure that residents and businesses are solicited whenever they are potential sources of contracts, services or supplies; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by residents and businesses; establish delivery schedule, where the requirements permits, which encourages participation by area for residents and businesses)

Please check the methods to be used for the Section 3 program in your community:

***NC Commerce and any of its sub-recipients*** will place a display advertisement in the local newspaper containing the following information:

- i. A brief description of the project
- ii. A listing of jobs, contracts and supplies likely to be utilized in carrying out the project.
- iii. An acknowledgement that under Section 3 of Housing and Community Development Act, local residents and businesses will be utilized for jobs, contract and supplies in carrying out the project to the greatest extent feasible.

---

State CDBG, Section 3 Template-English December 2017

C:\Users\susan\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\NEMRXY5Z\Section 3 Plan.doc

- iv. A location where individuals interested in jobs or contracts can register for consideration
- v. A statement that all jobs will be listed through and hiring will be done through the local office of the North Carolina Employment Security Commission; a statement that all contracts will be listed with the North Carolina Division of Purchase and Contracts; and a statement that potential employees and businesses may seek development and training assistance through various state and local agencies, or which the *County* will maintain a list for individuals and business concerns inquiring information

Training and technical assistance will be provided by the local community college for low income residents requiring skills to participate in community development project activities. Referrals will be made to the community college, local Private Industry Councils, **Job Training Partnership Act (29 U.S.C. 1579 (a)) (JTPA)** Programs, and job training programs provided by local community action agencies as appropriate. Residents and businesses will be encouraged to participate in state and/or federal job training programs that may be offered in the area.

Low income residents and businesses will be informed and educated regarding employment and procurement opportunities in the following ways:

- i. Advertisement in the local newspaper
- ii. Posting of Section 3 Plan at the County Administrative Building
- iii. County Board meeting when project activities and schedules are discussed
- iv. Open meetings of Project Advisory Committee when everyone in neighborhood is invited
- v. Notification to other agencies that provide services to low-income people.

Other (describe):

*NC Commerce and any of its sub-recipients* will, to the greatest extent feasible, utilize lower income area residents as trainees and employees:

1. Encourage rehabilitation contractors to hire local area residents
2. Encourage public works contractors to hire local area residents

*NC Commerce and any of its sub-recipients* will, to the greatest extent feasible, utilize businesses located in or owned in substantial part by persons residing in the area

1. Contract with local contractors to perform demolition activities, and housing rehabilitation activities.
2. Encourage public improvement contractors to hire local residents for site clearance work, hauling materials, and performing other site improvements.
3. Encourage all contractors to purchase supplies and materials from the local hardware and supply stores

### III. RECORDS AND REPORTS

*NC Commerce and any of its sub-recipients* will maintain such records and accounts and furnish such information and reports as are required under the Section 3 regulations, and permit authorized representatives of State CDBG, and federal agencies access to books, records, and premises for purposes of investigation in connection with a grievance or to ascertain compliance with this Section 3 Plan.

NC Commerce and any of its sub-recipients shall report annually the Section 3 numbers using the form HUD 60002 to State CDBG at the end of the calendar year as part of the Annual Performance Report (APR).

#### IV. MONITORING COMPLIANCE

*NC Commerce and any of its sub-recipients* may require each applicable contractor to provide a copy of the Section 3 Plan and will monitor compliance during the performance of the contract. Copies of all advertisements, notice, and published information will be kept to document the implementation of the plan.

#### V. COMPLAINTS CONTACT

Please provide the main contact in case that any complaint is received from the general public on Section 3 compliance (including name, phone number, address, and email):

**Mrs. Juanita Brewington**  
**406 County Complex Rd, Bldg C, Suite 120**  
**Clinton, NC 28328**  
**910-592-7181**  
[jbrewington@sampsonnc.com](mailto:jbrewington@sampsonnc.com)

---

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Clark Wooten, Chairman

ATTEST: \_\_\_\_\_

SECTION 519 OF PUBLIC LAW  
RESOLUTION BY THE BOARD OF COMMISSIONERS  
OF  
THE COUNTY OF SAMPSON

WHEREAS, Sampson County has received notification from the North Carolina Department of Commerce that their 2020 CDBG-NR program has been funded; and,

WHEREAS, the North Carolina Department of Commerce requires the County to adopt a policy concerning Section 519 of Public Law 101-144 as a result of funding;

NOW, THEREFORE, BE IT RESOLVED, by the Sampson County Board of Commissioners that the following policy is hereby adopted.

The County prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.

The County will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstration within its jurisdiction.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by the Sampson County Board of Commissioners in Sampson County, North Carolina.

\_\_\_\_\_  
Clark Wooten, Chairman  
Name, Title



*Sampson County Finance Department*  
*David K. Clack, Finance Officer*

*MEMORANDUM*

**TO:** Board of Commissioners

**FROM:** David K. Clack, Finance Officer

**DATE:** June 1, 2021

**SUBJECT:** Audit Contract for FY 20-21 Audit

Enclosed is the audit contract for the fiscal year ending June 30, 2021. The price for the audit is \$55,000 and has not changed from the prior year.

We respectfully request that the Board approve the audit contract.



The of and	Governing Board <b>BOARD OF COMMISSIONERS</b>
	Primary Government Unit (or charter holder) <b>SAMPSON COUNTY</b>
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name <b>W GREENE PLLC</b>
	Auditor Address <b>PO BOX 160, WHITEVILLE, NC 28472</b>

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/21	Audit Report Due Date 10/31/21
-----	--------------------------------	-----------------------------------

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.
- If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)(G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

**FEES FOR AUDIT SERVICES**

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

<b>Name:</b> DAVID K. CLACK	<b>Title and Unit / Company:</b> FINANCE OFFICER	<b>Email Address:</b> davec@sampsonnc.com
--------------------------------	---	--

OR Not Applicable  (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

**PRIMARY GOVERNMENT FEES**


Primary Government Unit	SAMPSON COUNTY
Audit Fee	\$ 45,000
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$ 10,000
All Other Non-Attest Services	\$
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$ 37,500.00

**DPCU FEES (if applicable)**

Discretely Presented Component Unit	N/A
Audit Fee	\$
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm* W GREENE PLLC	
Authorized Firm Representative (typed or printed)* M. WADE GREENE, CPA	Signature* 
Date* 01/01/21	Email Address* wgreene@greenecocpa.com

**GOVERNMENTAL UNIT**


Governmental Unit* SAMPSON COUNTY	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed)* CLARK WOOTEN, CHAIRMAN	Signature*
Date	Email Address cwooten@sampsonnc.com

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

Primary Governmental Unit Finance Officer* (typed or printed) DAVID K. CLACK, FINANCE OFFICER	Signature* 
Date of Pre-Audit Certificate* 6/1/2021	Email Address* davec@sampsonnc.com



**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

**DPCU – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

**PRINT**

PO Box 160  
251 Washington Street  
Whiteville NC 28472  
P. 910-207-6564  
F. 910-207-6519



---

January 1, 2021

County of Sampson  
406 County Complex Road  
Clinton, North Carolina 28328

To the Board of County Commissioners and Management:

We are pleased to confirm our understanding of the services we are to provide County of Sampson for the year ended June 30, 2021. We will audit the financial statements of governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of County of Sampson as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement County of Sampson's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County of Sampson's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI, if applicable, is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Changes in Total Pension Liability – Law Enforcement Officers' Special Separation Allowance
- Schedule of Total Pension Liability as a Percentage of Covered Payroll – LEO
- Schedule of Changes in the Net OPEB Liability and Related Ratios

- Schedule of County's Contributions (OPEB)
- Schedule of County's Proportionate Share of Net Pension Liability (Asset) (LGERS)
- Schedule of County's Contribution (LGERS)
- Schedule of County's Proportionate Share of Net Pension Liability (Asset) (ROD)
- Schedule of County's Contributions (ROD)

We have also been engaged to report on supplementary information other than RSI that accompanies County of Sampson's financial statements. We will subject the following supplementary information, if applicable, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Schedule of expenditures of federal and state awards.
- Combining and individual fund financial statements.
- Budgetary and other schedules.

The following other information, if applicable, accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- Introductory information.
- Statistical sections.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our report will be addressed to the Management and the Board of County of Sampson. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting,

or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors. We have advised you of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets). We have offered to perform, as a separate engagement, extended procedures specifically designed to detect fraud and you have declined to engage us to do so at this time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

## **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of County of Sampson's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedure will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of County of Sampson's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on County of Sampson's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of County of Sampson in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or

error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies



with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on the date of field work.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not

changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule

of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, the Finance Officer, with suitable skill, knowledge, and experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash or other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our report to County of Sampson; however, management is responsible for distribution of reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our report are to be made available for public inspection.

The audit documentation for this engagement is the property of W Greene, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Regulator or its designee, a federal and state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of W Greene, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 1, 2021 and to issue our report no later than October 31, 2021. M. Wade Greene, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that W Greene PLLC's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$45,000 for the audit and \$10,000 for the preparation of the financial statements. However, any additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the County. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all our-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to County of Sampson and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Wade Greene*

M. Wade Greene, CPA  
W Greene, PLLC

RESPONSE:

This letter correctly sets forth the understanding of County of Sampson.

Management signature: 

Title: Finance Officer

Date: 6/1/2021

Governance signature: \_\_\_\_\_

Title: Chairman, Sampson County Board of Commissioners

Date: 6/7/2021

NORTH CAROLINA'S  
**SAMPSON COUNTY**  
OFFICE OF EMERGENCY SERVICES

**MEMORANDUM:**

**TO:** Susan Holder  
**FROM:** Kevin Hairr, Emergency Management  
**DATE:** May 20, 2021  
**SUBJECT:** RACE CARS Trial

Duke University Hospital along with CARES Registry, have provided the opportunity for Emergency Services agency across our state to be part of a seven-year trial on pre-hospital cardiac arrests. This trial will hopefully lead to a new nationwide approach to cardiac arrest patients in the pre-hospital setting.

Sampson County EMS and our Medical Director, Dr. Christopher Occhino, are interested in being a part of this trial and have been selected by the group to participate pending county approval. During this trial period we will part of the control group which means, we will not be doing anything we currently do not already do. Our patients will still be treated by current protocols, our dispatchers will still provide pre-arrival instructions, we will still enter patient data into the CARES registry. The only additional task for us will be to follow up with these patients after discharge from the hospital, gather their information, provide a questionnaire and submit it to the study group for follow up. Our part, while small, will also be compensated by the group back to the county for our work and participation.

Attached you will find the Financial Conflict of Interest for this trial. We are asking this to be placed on the consent agenda for the next board of commissioners meeting. If any there are any questions or further explanation on the trial needed, someone from our office can be present to provide that information as requested.

*Kevin Hairr*

KH



107 Underwood Street | Clinton, NC 28328  
OFFICE: (910) 592-8996 | FAX: (910) 592-5383

**SAMPSON COUNTY FINANCIAL CONFLICT OF INTEREST POLICY APPLICABLE  
TO SUBAWARDS ISSUED UNDER PUBLIC HEALTH SERVICES PRIME AWARDS**

**I. Purpose.**

This Policy is intended to promote objectivity in research by establishing standards that provide a reasonable expectation that the design, conduct, and reporting of research funded under Public Health Service (“PHS”) grants or cooperative agreements will be free from bias resulting from Investigator financial conflicts of interest.

**II. Applicability.**

This Policy applies to PHS research funding that is received by way of a grant or cooperative agreement and to each Investigator who is planning to participate in, or is participating in, such research; provided, however, that this Policy does not apply to SBIR Program Phase I applications.

**III. Definitions.**

As used in this Policy, the following words and terms shall have the meanings set forth below:

The “County” means Sampson County, a body corporate and politic and a political subdivision of the State of North Carolina created by the North Carolina General Assembly.

“Disclosure of significant financial interests” means an Investigator's disclosure of significant financial interests to an Institution.

“Financial conflict of interest (FCOI)” means a significant financial interest that could directly and significantly affect the design, conduct, or reporting of PHS-funded research.

“FCOI report” means a report of a financial conflict of interest to a PHS Awarding Component.

“Financial interest” means anything of monetary value, whether or not the value is readily ascertainable.

“HHS” means the United States Department of Health and Human Services, and any components of the Department to which the authority involved may be delegated.

“Institution” means any domestic or foreign, public or private, entity or organization (excluding a Federal agency) that is applying for, or that receives, PHS research funding.

“Institutional responsibilities” means an Investigator's professional responsibilities on behalf of the Institution, and as defined by the Institution in its policy on financial conflicts of interest, which may include for example: activities such as research, research consultation, teaching, professional practice, institutional committee memberships, and



service on panels such as Institutional Review Boards or Data and Safety Monitoring Boards.

“Investigator” means the project director or principal Investigator and any other person, regardless of title or position, who is responsible for the design, conduct, or reporting of research funded by the PHS, or proposed for such funding, which may include, for example, collaborators or consultants.

“Manage” means taking action to address a financial conflict of interest, which can include reducing or eliminating the financial conflict of interest, to ensure, to the extent possible, that the design, conduct, and reporting of research will be free from bias.

“PD/PI” means a project director or principal Investigator of a PHS-funded research project; the PD/PI is included in the definitions of senior/key personnel and Investigator under this subpart.

“PHS” means the Public Health Service of the U.S. Department of Health and Human Services, and any components of the PHS to which the authority involved may be delegated, including the National Institutes of Health (NIH).

“PHS Awarding Component” means the organizational unit of the PHS that funds the research that is subject to this subpart.

“Public Health Service Act” or “PHS Act” means the statute codified at 42 U.S.C. 201, et seq.

“Research” means a systematic investigation, study or experiment designed to develop or contribute to generalizable knowledge relating broadly to public health, including behavioral and social-sciences research. The term encompasses basic and applied research (e.g., a published article, book or book chapter) and product development (e.g., a diagnostic test or drug). The term includes any such activity for which research funding is available from a PHS Awarding Component through a grant or cooperative agreement, whether authorized under the PHS Act or other statutory authority, such as a research grant, career development award, center grant, individual fellowship award, infrastructure award, institutional training grant, program project, or research resources award.

“Senior/key personnel” means the PD/PI and any other person identified as senior/key personnel by the Institution in the grant application, progress report, or any other report submitted to the PHS by the Institution under this subpart.

“Significant financial interest” means:

(1) A financial interest consisting of one or more of the following interests of the Investigator (and those of the Investigator's spouse and dependent children) that reasonably appears to be related to the Investigator's institutional responsibilities:

(i) With regard to any publicly traded entity, a significant financial interest exists if the value of any remuneration received from the entity in the twelve months preceding the disclosure and the value of any equity interest in the entity as of the date of disclosure, when aggregated, exceeds \$5,000. For purposes of this definition, remuneration includes salary and any payment for services not otherwise identified as salary (e.g., consulting fees, honoraria, paid authorship); equity interest includes any stock, stock option, or other ownership interest, as determined through reference to public prices or other reasonable measures of fair market value;

(ii) With regard to any non-publicly traded entity, a significant financial interest exists if the value of any remuneration received from the entity in the twelve months preceding the disclosure, when aggregated, exceeds \$5,000, or when the Investigator (or the Investigator's spouse or dependent children) holds any equity interest (e.g., stock, stock option, or other ownership interest); or

(iii) Intellectual property rights and interests (e.g., patents, copyrights), upon receipt of income related to such rights and interests.

(2) Investigators also must disclose the occurrence of any reimbursed or sponsored travel (i.e., that which is paid on behalf of the Investigator and not reimbursed to the Investigator so that the exact monetary value may not be readily available), related to their institutional responsibilities; provided, however, that this disclosure requirement does not apply to travel that is reimbursed or sponsored by a Federal, state, or local government agency, an Institution of higher education as defined at 20 U.S.C. 1001(a), an academic teaching hospital, a medical center, or a research institute that is affiliated with an Institution of higher education. The details of this disclosure will include, at a minimum, the purpose of the trip, the identity of the sponsor/organizer, the destination, and the duration. The County's institutional official will determine if further information is needed, including a determination or disclosure of monetary value, in order to determine whether the travel constitutes an FCOI with the PHS-funded research.

(3) The term significant financial interest does not include the following types of financial interests: salary, royalties, or other remuneration paid by the Institution to the Investigator if the Investigator is currently employed or otherwise appointed by the Institution, including intellectual property rights assigned to the Institution and agreements to share in royalties related to such rights; any ownership interest in the Institution held by the Investigator, if the Institution is a commercial or for-profit organization; income from investment vehicles, such as mutual funds and retirement accounts, as long as the Investigator does not directly control the investment decisions made in these vehicles; income from seminars, lectures, or teaching engagements sponsored by a Federal, state, or local government agency, an Institution of higher education as defined at 20 U.S.C. 1001(a), an academic teaching hospital, a medical center, or a research institute that is affiliated with an Institution of higher education; or income from service on advisory committees or review panels for a Federal, state, or local government agency, an Institution of higher education as defined at 20 U.S.C. 1001(a), an academic teaching hospital, a

medical center, or a research institute that is affiliated with an Institution of higher education.

“Small Business Innovation Research (SBIR) Program” means the extramural research program for small businesses that is established by the Awarding Components of the Public Health Service and certain other Federal agencies under Public Law 97-219, the Small Business Innovation Development Act, as amended. For purposes of this subpart, the term SBIR Program also includes the Small Business Technology Transfer (STTR) Program, which was established by Public Law 102-564.

#### **IV. Responsibilities Regarding Investigator Financial Conflicts of Interest.**

The County will maintain this Policy and make it available via the Sampson County Web site.

The County will inform each Investigator of this Policy, the Investigator's responsibilities regarding disclosure of significant financial interests, and of the regulations set forth in 42 CFR Part 50, Subpart F, and require each Investigator to complete training regarding the same prior to engaging in research related to any PHS-funded grant and at least every four years, and immediately when any of the following circumstances apply:

- (1) The County revises this Policy in any manner that affects the requirements of Investigators;
- (2) An Investigator is new to the County; or
- (3) The County finds that an Investigator is not in compliance with its financial conflict of interest policy or management plan.

If the County carries out the PHS-funded research through a subrecipient (e.g., subcontractors or consortium members), the County must take reasonable steps to ensure that any subrecipient Investigator complies with 42 CFR Part 50, Subpart F by:

- (1) Incorporating as part of a written agreement with the subrecipient terms that establish whether the financial conflicts of interest policy of the County or that of the subrecipient will apply to the subrecipient's Investigators.
  - (i) If the subrecipient's Investigators must comply with the subrecipient's financial conflicts of interest policy, the subrecipient shall certify as part of the agreement referenced above that its policy complies with 42 CFR Part 50, Subpart F. If the subrecipient cannot provide such certification, the agreement shall state that subrecipient Investigators are subject to the financial conflicts of interest policy of the County for disclosing significant financial interests that are directly related to the subrecipient's work for the County;
  - (ii) Additionally, if the subrecipient's Investigators must comply with the subrecipient's financial conflicts of interest policy, the agreement referenced above

shall specify time period(s) for the subrecipient to report all identified financial conflicts of interest to the County. Such time period(s) shall be sufficient to enable the County to provide timely FCOI reports, as necessary, to the PHS as required by 42 CFR Part 50, Subpart F;

(iii) Alternatively, if the subrecipient's Investigators must comply with the County's Policy, the agreement referenced above shall specify time period(s) for the subrecipient to submit all Investigator disclosures of significant financial interests to the County. Such time period(s) shall be sufficient to enable the awardee Institution to comply timely with its review, management, and reporting obligations under 42 CFR Part 50, Subpart F.

(2) Providing FCOI reports to the PHS Awarding Component regarding all financial conflicts of interest of all subrecipient Investigators consistent with 42 CFR Part 50, Subpart F, i.e., prior to the expenditure of funds and within 60 days of any subsequently identified FCOI.

The County will designate an institutional official to solicit and review disclosures of significant financial interests from each Investigator who is planning to participate in, or is participating in, the PHS-funded research.

The County will require that each Investigator who is planning to participate in the PHS-funded research disclose to the County's designated official the Investigator's significant financial interests (and those of the Investigator's spouse and dependent children) no later than the time of application for PHS-funded research.

The County will require each Investigator who is participating in the PHS-funded research to submit an updated disclosure of significant financial interests at least annually, in accordance with the specific time period prescribed by the County, during the period of the award. Such disclosure shall include any information that was not disclosed initially to the Institution, or in a subsequent disclosure of significant financial interests (e.g., any financial conflict of interest identified on a PHS-funded project that was transferred from another Institution), and shall include updated information regarding any previously disclosed significant financial interest (e.g., the updated value of a previously disclosed equity interest).

The County will require each Investigator who is participating in the PHS-funded research to submit an updated disclosure of significant financial interests within thirty days of discovering or acquiring (e.g., through purchase, marriage, or inheritance) a new significant financial interest.

The County will provide guidelines consistent with 42 CFR Part 50, Subpart F for the designated institutional official to determine whether an Investigator's significant financial interest is related to PHS-funded research and, if so related, whether the significant financial interest is a financial conflict of interest. An Investigator's significant financial interest is related to PHS-funded research when the County, through its designated official, reasonably determines that the significant financial interest: could be affected by the PHS-funded research; or is in an entity whose financial interest could be affected by the research. The County may involve the Investigator in

the designated official's determination of whether a significant financial interest is related to the PHS-funded research. A financial conflict of interest exists when the County, through its designated official, reasonably determines that the significant financial interest could directly and significantly affect the design, conduct, or reporting of the PHS-funded research.

The County will take such actions as necessary to manage financial conflicts of interest, including any financial conflicts of a subrecipient Investigator. Management of an identified financial conflict of interest requires development and implementation of a management plan and, if necessary, a retrospective review and a mitigation report.

The County will provide initial and ongoing FCOI reports to the PHS.

The County will maintain records relating to all Investigator disclosures of financial interests and the County's review of, and response to, such disclosures (whether or not a disclosure resulted in the County's determination of a financial conflict of interest) and all actions under the County's Policy or retrospective review, if applicable, for at least three years from the date the final expenditures report is submitted to the PHS or, where applicable, from other dates specified in 45 CFR § 75.361 for different situations.

The County will establish adequate enforcement mechanisms and provide for employee sanctions or other administrative actions to ensure Investigator compliance as appropriate.

The County will certify, in each application for funding to which 42 CFR Part 50, Subpart F applies, that the County:

- (1) Has in effect an up-to-date, written, and enforced administrative process to identify and manage financial conflicts of interest with respect to all research projects for which funding is sought or received from the PHS;
- (2) Shall promote and enforce Investigator compliance with 42 CFR Part 50, Subpart F's requirements, including those pertaining to disclosure of significant financial interests;
- (3) Shall manage financial conflicts of interest and provide initial and ongoing FCOI reports to the PHS Awarding Component consistent with 42 CFR Part 50, Subpart F;
- (4) Agrees to make information available, promptly upon request, to the HHS relating to any Investigator disclosure of financial interests and the Institution's review of, and response to, such disclosure, whether or not the disclosure resulted in the County's determination of a financial conflict of interest; and
- (5) Shall fully comply with the requirements of 42 CFR Part 50, Subpart F.

## **V. Management and Reporting of Financial Conflicts of Interest.**

Prior to the County's expenditure of any funds under a PHS-funded research project, the designated official of the County shall, consistent with 42 CFR §50.604(f): review all Investigator disclosures

of significant financial interests; determine whether any significant financial interests relate to PHS-funded research; determine whether a financial conflict of interest exists; and, if so, develop and implement a management plan that shall specify the actions that have been, and shall be, taken to manage such financial conflict of interest. Examples of conditions or restrictions that might be imposed to manage a financial conflict of interest include, but are not limited to:

- (1) Public disclosure of financial conflicts of interest (e.g., when presenting or publishing the research);
- (2) For research projects involving human subjects research, disclosure of financial conflicts of interest directly to participants;
- (3) Appointment of an independent monitor capable of taking measures to protect the design, conduct, and reporting of the research against bias resulting from the financial conflict of interest;
- (4) Modification of the research plan;
- (5) Change of personnel or personnel responsibilities, or disqualification of personnel from in all or a portion of the research;
- (6) Reduction or elimination of the financial interest (e.g., sale of an equity interest); or
- (7) Severance of relationships that create financial conflicts.

Whenever, in the course of an ongoing PHS-funded research project, an Investigator who is new to participating in the research project discloses a significant financial interest or an existing Investigator discloses a new significant financial interest to the County, the County's designated official shall, within sixty days: review the disclosure of the significant financial interest; determine whether it is related to PHS-funded research; determine whether a financial conflict of interest exists; and, if so, implement, on at least an interim basis, a management plan that shall specify the actions that have been, and will be, taken to manage such financial conflict of interest. Depending on the nature of the significant financial interest, the County may determine that additional interim measures are necessary with regard to the Investigator's participation in the PHS-funded research project between the date of disclosure and the completion of the review.

Whenever the County identifies a significant financial interest that was not disclosed timely by an Investigator or, for whatever reason, was not previously reviewed by the County during an ongoing PHS-funded research project (e.g., was not timely reviewed or reported by a subrecipient), the designated official shall, within sixty days: review the significant financial interest; determine whether it is related to PHS-funded research; determine whether a financial conflict of interest exists; and, if so:

- (1) Implement, on at least an interim basis, a management plan that shall specify the actions that have been, and will be, taken to manage such financial conflict of interest going forward;

(2) In addition, whenever a financial conflict of interest is not identified or managed in a timely manner including failure by the Investigator to disclose a significant financial interest that is determined by the County to constitute a financial conflict of interest; failure by the County to review or manage such a financial conflict of interest; or failure by the Investigator to comply with a financial conflict of interest management plan, the County shall, within 120 days of the County's determination of noncompliance, complete a retrospective review of the Investigator's activities and the PHS-funded research project to determine whether any PHS-funded research, or portion thereof, conducted during the time period of the noncompliance, was biased in the design, conduct, or reporting of such research. The County is required to document the retrospective review; such documentation shall include, but not necessarily be limited to, all of the following key elements:

(i) Project number;

(ii) Project title;

(iii) PD/PI or contact PD/PI if a multiple PD/PI model is used;

(iv) Name of the Investigator with the FCOI;

(v) Name of the entity with which the Investigator has a financial conflict of interest;

(vi) Reason(s) for the retrospective review;

(vii) Detailed methodology used for the retrospective review (e.g., methodology of the review process, composition of the review panel, documents reviewed);

(viii) Findings of the review; and

(ix) Conclusions of the review.

(3) Based on the results of the retrospective review, if appropriate, the County shall update the previously submitted FCOI report, specifying the actions that will be taken to manage the financial conflict of interest going forward. If bias is found, the County is required to notify the PHS Awarding Component promptly and submit a mitigation report to the PHS Awarding Component. The mitigation report must include, at a minimum, the key elements documented in the retrospective review above and a description of the impact of the bias on the research project and the County's plan of action or actions taken to eliminate or mitigate the effect of the bias (e.g., impact on the research project; extent of harm done, including any qualitative and quantitative data to support any actual or future harm; analysis of whether the research project is salvageable). Thereafter, the County will submit FCOI reports annually, as specified elsewhere in 42 CFR Part 50, Subpart F. Depending on the nature of the financial conflict of interest, the County may determine that additional

interim measures are necessary with regard to the Investigator's participation in the PHS-funded research project between the date that the financial conflict of interest or the Investigator's noncompliance is determined and the completion of the retrospective review.

Whenever the County implements a management plan pursuant to 42 CFR Part 50, Subpart F, the County shall monitor Investigator compliance with the management plan on an ongoing basis until the completion of the PHS-funded research project.

Prior to the County's expenditure of any funds under a PHS-funded research project, the County shall ensure public accessibility, via a publicly accessible Web site or written response to any requestor within five business days of a request, of information concerning any significant financial interest disclosed to the Institution that meets the following three criteria:

- (1) The significant financial interest was disclosed and is still held by the senior/key personnel as defined by this subpart;
- (2) The County determines that the significant financial interest is related to the PHS-funded research; and
- (3) The Institution determines that the significant financial interest is a financial conflict of interest.

The information that the County makes available via a publicly accessible Web site shall include, at a minimum, the following: the Investigator's name; the Investigator's title and role with respect to the research project; the name of the entity in which the significant financial interest is held; the nature of the significant financial interest; and the approximate dollar value of the significant financial interest (dollar ranges are permissible: \$0-\$4,999; \$5,000-\$9,999; \$10,000-\$19,999; amounts between \$20,000-\$100,000 by increments of \$20,000; amounts above \$100,000 by increments of \$50,000), or a statement that the interest is one whose value cannot be readily determined through reference to public prices or other reasonable measures of fair market value.

The information that the County posts shall be updated at least annually. In addition, the County shall update the Web site within sixty days of the County's receipt or identification of information concerning any additional significant financial interest of the senior/key personnel for the PHS-funded research project that was not previously disclosed, or upon the disclosure of a significant financial interest of senior/key personnel new to the PHS-funded research project, if the County determines that the significant financial interest is related to the PHS-funded research and is a financial conflict of interest. The Web site shall note that the information provided is current as of the date listed and is subject to updates, on at least an annual basis and within 60 days of the County's identification of a new financial conflict of interest.

Information concerning the significant financial interests of an individual shall remain available for at least three years from the date that the information was most recently updated.



Prior to the County's expenditure of any funds under a PHS-funded research project, the County shall provide to the PHS Awarding Component an FCOI report regarding any Investigator's significant financial interest found by the County to be conflicting and ensure that the County has implemented a management plan in accordance with 42 CFR Part 50, Subpart F. In cases in which the County identifies a financial conflict of interest and eliminates it prior to the expenditure of PHS-awarded funds, the County shall not submit an FCOI report to the PHS Awarding Component.

For any significant financial interest that the County identifies as conflicting subsequent to the County's initial FCOI report during an ongoing PHS-funded research project (e.g., upon the participation of an Investigator who is new to the research project), the County shall provide to the PHS Awarding Component, within sixty days, an FCOI report regarding the financial conflict of interest and ensure that the County has implemented a management plan in accordance with 42 CFR Part 50, Subpart F. Where such FCOI report involves a significant financial interest that was not disclosed timely by an Investigator or, for whatever reason, was not previously reviewed or managed by the County (e.g., was not timely reviewed or reported by a subrecipient), the County also is required to complete a retrospective review to determine whether any PHS-funded research, or portion thereof, conducted prior to the identification and management of the financial conflict of interest was biased in the design, conduct, or reporting of such research. Additionally, if bias is found, the County is required to notify the PHS Awarding Component promptly and submit a mitigation report to the PHS Awarding Component.

FCOI reports shall include sufficient information to enable the PHS Awarding Component to understand the nature and extent of the financial conflict, and to assess the appropriateness of the County's management plan. Elements of the FCOI report shall include, but are not necessarily limited to the following:

- (1) Project number;
- (2) PD/PI or Contact PD/PI if a multiple PD/PI model is used;
- (3) Name of the Investigator with the financial conflict of interest;
- (4) Name of the entity with which the Investigator has a financial conflict of interest;
- (5) Nature of the financial interest (e.g., equity, consulting fee, travel reimbursement, honorarium);
- (6) Value of the financial interest (dollar ranges are permissible: \$0-\$4,999; \$5,000-\$9,999; \$10,000-\$19,999; amounts between \$20,000-\$100,000 by increments of \$20,000; amounts above \$100,000 by increments of \$50,000), or a statement that the interest is one whose value cannot be readily determined through reference to public prices or other reasonable measures of fair market value;

(7) A description of how the financial interest relates to the PHS-funded research and the basis for the County's determination that the financial interest conflicts with such research; and

(8) A description of the key elements of the Institution's management plan, including:

(i) Role and principal duties of the conflicted Investigator in the research project;

(ii) Conditions of the management plan;

(iii) How the management plan is designed to safeguard objectivity in the research project;

(iv) Confirmation of the Investigator's agreement to the management plan;

(v) How the management plan will be monitored to ensure Investigator compliance; and

(vi) Other information as needed.

For any financial conflict of interest previously reported by the County with regard to an ongoing PHS-funded research project, the County shall provide to the PHS Awarding Component an annual FCOI report that addresses the status of the financial conflict of interest and any changes to the management plan for the duration of the PHS-funded research project. The annual FCOI report shall specify whether the financial conflict is still being managed or explain why the financial conflict of interest no longer exists. The County shall provide annual FCOI reports to the PHS Awarding Component for the duration of the project period (including extensions with or without funds) in the time and manner specified by the PHS Awarding Component.

STATE OF NORTH CAROLINA

MEMORANDUM OF UNDERSTANDING

COUNTY OF SAMPSON

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this the \_\_\_\_ day of June, 2021 by and between SAMPSON COUNTY CHILD ADVOCACY CENTER, INC. (“CAC”), a domestic non-profit corporation with an address of 204 Sampson Street, Clinton, North Carolina 28328; SAMPSON COUNTY (the “County”), acting by and through the SAMPSON COUNTY HEALTH DEPARTMENT (the “Health Department”), a body corporate and politic and a political subdivision of the State of North Carolina with an address of 360 County Complex Road, Building E, Clinton, North Carolina 28328; and SOUTHERN REGIONAL AREA HEALTH EDUCATION CENTER (“AHEC”), a North Carolina Area Health Education Center created by the North Carolina General Assembly with an address of 1601 Owen Drive, Fayetteville, North Carolina 28304. CAC, the County, and AHEC may be referred to at times herein individually as a “Party” or collectively as the “Parties”.

WITNESSETH:

WHEREAS, CAC is a child advocacy center that conducts forensic interviews of children suspected of suffering from physical or sexual abuse, provides those children with comprehensive medical evaluations, and advocates for those children and non-offending family members; and

WHEREAS, the County, among other things, operates the Health Department as a local health department pursuant to the provisions of Article 2 of Chapter 130A of the General Statutes of North Carolina and as a department of County government; and

WHEREAS, AHEC, among other things, contracts with CAC to provide medical assessments of children who have been referred to CAC by the department of social services and/or law enforcement to determine the presence or extent of abuse and neglect; and

WHEREAS, the County is willing to allow AHEC’s medical providers to perform medical assessments of children pursuant to its contract with CAC at the Health Department’s facilities, located at 360 County Complex Road, Building E, Clinton, North Carolina 28328; and

WHEREAS, the Parties wish to enter into this MOU in order to define the relationship that exists between CAC, the County, and AHEC for the purpose of working together as part of a community effort to address child abuse and maltreatment by providing competent care and assistance to physically and/or sexually abused children and their non-offending family members;

NOW, THEREFORE, in consideration of the promises and covenants of the Parties, as more particularly set forth herein below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby incorporate the above recitals and agree as follows:

1. Effective Date, Term and Termination. This MOU shall become effective as of the date first written above and shall continue in effect until September 30, 2022. The MOU may be renewed for successive terms of one year each, which terms shall commence on October 1<sup>st</sup> of each successive year, upon the written agreement of the Parties. Any Party may terminate this MOU at any time and for any reason by providing the other Parties with at least 30 days prior written notice.

2. Supplies. The County shall furnish all supplies and equipment required to perform the medical services set forth in this Agreement.

3. Payment. CAC agrees to compensate AHEC for provision of the medical services hereunder at the rate of \$900.00 per day, provided, however, that compensation shall not exceed the sum of \$2,700.00 during any month. The County shall not be liable to AHEC or any other person or entity for payment for medical services provided under this Agreement.

4. Billing. AHEC shall submit a time/billing report for health care services rendered following each clinic. Provided that time/billing reports are accurate and timely submitted, CAC will remit payment to AHEC on or before the 10th day of the following month based upon the total number of days listed on the AHEC provider's time/billing reports for the applicable month. CAC may refuse payment of time/billing reports that are not properly submitted and/or that seek compensation for services beyond the scope of this Agreement. In no event shall the County be responsible for payment of any medical services rendered pursuant to this Agreement.

5. Insurance. AHEC shall maintain policies of general liability insurance, professional liability insurance, and any other insurance necessary to insure AHEC and its providers; their respective employees; and any other person providing services hereunder against any claim(s) arising out of their performance under this Agreement, including, but not limited to, claims for personal injury or death. Such insurance shall include, but not be limited to, a "tail" coverage endorsement that is effective notwithstanding the termination or expiration of this Agreement. Insurance shall be through a licensed carrier acceptable to CAC and the County, and in a minimum amount of one million dollars (\$1,000,000) per claim, and three million dollars (\$3,000,000) annual aggregate unless a lesser amount is accepted by CAC and the County. AHEC and its providers will provide CAC and the County with at least thirty (30) days prior written notice of cancellation, non-renewal, lapse, or adverse material modification of such coverage. Upon CAC's or the County's request, AHEC and its providers will furnish CAC and the County with evidence of insurance which lists CAC and the County as additional insureds as it relates to general liability.

6. Indemnification by AHEC. AHEC shall indemnify and hold harmless (and at the request of CAC and/or the County defend) CAC, the County and each of their respective elected officials, officers, directors, agents, and employees from and against any and all claims for any loss, damages, liability, costs, or expenses (including reasonable attorney's fees) judgments or

obligations arising from or relating to any negligence, wrongful act or omission, or breach of this MOU by AHEC, its providers, or any of their respective officers, directors, agents, or employees.

7. Indemnification by CAC. CAC shall indemnify and hold harmless (and at the request of the County and/or AHEC defend) the County and AHEC and each of their respective elected officials, officers, directors, agents, and employees from and against any and all claims for any loss, damages, liability, costs, or expenses (including reasonable attorney's fees) judgments or obligations arising from or relating to any negligence, wrongful act or omission, or breach of this MOU by CAC, or any of its officers, directors, agents, or employees.

8. Indemnification by the County. The County shall indemnify and hold harmless (and at the request of CAC and/or AHEC defend) CAC and AHEC and each of their respective officers, directors, agents, and employees from and against any and all claims for any loss, damages, liability, costs, or expenses (including reasonable attorney's fees) judgments or obligations arising from or relating to any negligence, wrongful act or omission, or breach of this MOU by the County, or any of its officers, agents, or employees. However, the Parties acknowledge and understand that an unlimited indemnification of any party by the County constitutes a violation of the North Carolina Constitution and is void and unenforceable by operation of law. Any indemnifications given by the County to any Party pursuant to this Agreement shall be deemed to be given only to the fullest extent allowed by law, notwithstanding any provision of this Agreement to the contrary.

9. Credentialing. AHEC and its providers represent, warrant, and agree that they are currently, and for the duration of this MOU shall remain, in compliance with all applicable licensing laws and that AHEC, its providers, and all employees and contractors thereof will perform their duties in accordance with all licensing and regulatory requirements, as well as applicable national, state, and local standards of professional ethics and practice. AHEC further represents, warrants, and agrees that any provider providing services pursuant to this Agreement on behalf of AHEC shall be rostered with the Child Medical Evaluation Program at the University of North Carolina School of Medicine.

10. Treatment Decisions. CAC and the County shall not be liable for, or exercise control over, the manner or method by which AHEC and its providers provide services under this MOU, including, but not limited to, any treatment decisions made by AHEC or its providers.

11. Nondiscrimination. AHEC and its providers will provide services to clients referred by CAC without discrimination on account of race, sex, sexual orientation, age, color, religion, national origin, place of residence, health status, type of Payor, source of payment, physical or mental disability, or veteran status. CAC will refer clients to AHEC without discrimination on account of race, sex, sexual orientation, age, color, religion, national origin, place of residence, health status, type of Payor, source of payment, physical or mental disability, or veteran status. The County will ensure that its facilities are accessible as required by Title III of the Americans With Disabilities Act of 1991.

12. Notice of Certain Events. AHEC and its providers shall give written notice to CAC and the County within 10 days of: (i) any event of which notice must be given to a licensing or accreditation agency or board; (ii) any change in the status of a license of AHEC or one of its providers; (iii) termination, suspension, exclusion or voluntary withdrawal of AHEC or one of its providers from any state or federal health care program, including but not limited to Medicaid; or (iv) any final adverse determinations in connection with a lawsuit or claim filed or asserted against AHEC or any of its providers alleging professional malpractice.

13. Medical Records. The Parties and their respective providers, officers, agents, and employees shall maintain confidentiality of client medical records and personal information and other health records as required by law. The Parties shall maintain adequate medical and other health records according to industry standards.

14. Further Obligations of AHEC. In addition to those obligations set forth herein above, AHEC and its providers shall:

- a. Work with CAC staff to get initial appointments scheduled via fax, phone calls, and email on the day the family is at the CAC. The client's family will be aware of the appointment date/time prior to leaving the CAC;
- b. Complete a Child Medical Exam (CME) on referrals made from the CAC in order determine the services needed for the client/client's family;
- c. Provide services to all referrals from the CAC regardless of a client family's insurance or ability to pay for services;

15. Further Obligations of CAC. In addition to those obligations set forth herein above, CAC shall:

- a. Determine a child/family's needs on their initial visit to the CAC;
- b. Work cooperatively with the AHEC staff and a client's parents/ guardians in order to get the initial appointment scheduled;
- c. Have ongoing communication with AHEC on client progress in order to identify needs and services the client/client's family may need;
- d. Serve as the liaison between AHEC and the court system to ensure a victim is at the point of being prepared to face testimony in a courtroom setting.

16. Assignment and Subcontracting. AHEC shall not assign its interest in this Agreement or subcontract with a third party for the performance of its obligations under this Agreement without the prior written consent of CAC and the County.

17. Relationship of the Parties. Nothing herein shall be construed as creating a partnership or joint venture, nor shall any employee of any Party be construed as an employee, agent, or principal of any other Party to this MOU. Each Party shall maintain control over its personnel, and any employment rights of personnel assigned under this MOU shall not be abridged. Each Party agrees to assume liability for its own acts or omissions, including the acts or omissions of its employees or agents, during the term of this MOU.

18. No Third-Party Beneficiaries. There are no third-party beneficiaries to this MOU. Nothing in this MOU shall create or give to third parties any claim or right of action against any Party to this MOU or any employee or agent of any Party to this MOU.

19. Entire Agreement. This MOU constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

20. Amendments and Modifications. This MOU may be modified or amended by mutual consent of the Parties so long as the modification or amendment is executed in the same fashion as this MOU.

21. Additional Policies and Procedures. Notwithstanding Paragraph 20 of this MOU, the Parties may develop additional policies and procedures by consent to implement this MOU. Furthermore, each Party may develop internal policies and procedures to implement their respective obligations under this MOU.

22. Severability. In the event that any provision of this MOU shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

23. Survival of Obligations. All provisions of this MOU that by their nature are to be performed or complied with following the expiration or termination of this Agreement, including without limitation Paragraphs 5, 6, 7, 8, and 13, survive the expiration or termination of this MOU.

24. Governing Law. This MOU shall be governed by the laws of the State of North Carolina.

25. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed, effective the day and year first written above.

SAMPSON COUNTY CHILD ADVOCACY  
CENTER, INC.

By: \_\_\_\_\_  
Melissa Reese, Vice-President,  
Board of Directors

SAMPSON COUNTY

By: \_\_\_\_\_  
Edwin Causey, County Manager

SOUTHERN REGIONAL AREA HEALTH  
EDUCATION CENTER

By: \_\_\_\_\_  
Dr. Sushma Kapoor, President & CEO



Sampson County  
**Office of Tax Assessor**  
PO Box 1082  
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager  
From: Jim Johnson, Tax Administrator  
Date: May 25, 2021  
Subject: Property Tax Exemption

The attached property tax exemption application was received on April 29, 2021. GS 105-281.1(a) requires all property tax exemption applications to be filed in January, the annual listing period. The Board of Commissioners has the statutory authority to approve late property tax exemption applications that are submitted within the same calendar year as the tax year the exemption is applied for. The applicant is as follows:

Whosoever Will Disciples of Christ Church  
76 Shirley Ln  
Newton Grove, NC 28366

A letter is submitted requesting the approval of the late application.

The application meets all statutory requirements other than being timely filed. I recommend approval of this late property tax exemption request.

Please put on the next Board of Commissioner's consent agenda for their action.

April 29, 2021

Whosoever Will Disciples of Christ Church  
76 Shirley Lane  
Newton Grove, NC 28366

Dear Sampson County Board of Commissioners,

I am writing to ask for forgiveness for our late application for exempt status for our newly built church in Newton Grove located at 76 Shirley Ln on Parcel 11046736004. I was not aware of the January deadline and apologize for not returning this in a timely manner. Th amount of taxes would cause a great burden for our church budget and hope you can understand the need to make our tax status exempt.

Many thanks for your understanding.

*Glenn Davis  
Trustee*

**Property Tax Exemption or Exclusion**

COUNTY: Sampson

MUNICIPALITY: \_\_\_\_\_

Full Name of Owner(s): Whosoever Will Disciples of Christ Church  
Trade Name of Business: (Home) 2681 Wrench Rd - Godwin NC 28349  
Mailing Address of Owner: 76 Shirley Ln Newton Grove NC  
Phone Numbers: Home: 910-379-5976 Work: 919-567-5551 Cell: \_\_\_\_\_

List the Property Identification Numbers and addresses/locations for the properties included in this application (attach list if needed):  
Property ID #: 11046736004 Address/Location: 76 Shirley Ln Newton Grove  
Property ID #: \_\_\_\_\_ Address/Location: \_\_\_\_\_  
Property ID #: \_\_\_\_\_ Address/Location: \_\_\_\_\_

**Non-Deferment Exemptions and Exclusions**—Check or write in the exemption or exclusion for which this application is made. These exemptions or exclusions do not result in the creation of deferred taxes. However, taxes for prior years of exemption or exclusion may be recoverable if it is later determined that the property did not actually qualify for exemption or exclusion for those prior years.

- |  |  |  |                                     |
|--|--|--|-------------------------------------|
| <input type="checkbox"/> G.S. 105-275(8)           | Pollution abatement/recycling            | <input type="checkbox"/> G.S. 105-278.5  | Religious educational assemblies    |
| <input type="checkbox"/> G.S. 105-275(17)          | Veterans organizations                   | <input type="checkbox"/> G.S. 105-278.6  | Home for the aged, sick, or infirm  |
| <input type="checkbox"/> G.S. 105-275(18),(19)     | Lodges, fraternal & civic purposes       | <input type="checkbox"/> G.S. 105-278.6  | Low- or moderate-income housing     |
| <input type="checkbox"/> G.S. 105-275(20)          | Goodwill Industries                      | <input type="checkbox"/> G.S. 105-278.6  | YMCA, SPCA, VFD, orphanage          |
| <input type="checkbox"/> G.S. 105-275(45)          | Solar energy electric system             | <input type="checkbox"/> G.S. 105-278.6A | CCRC-Attach Form AV-11              |
| <input type="checkbox"/> G.S. 105-275(46)          | Charter school property                  | <input type="checkbox"/> G.S. 105-278.7  | Other charitable, educational, etc. |
| <input type="checkbox"/> G.S. 105-277.13           | Brownfields-Attach brownfields agreement | <input type="checkbox"/> G.S. 105-278.8  | Charitable hospital purposes        |
| <input checked="" type="checkbox"/> G.S. 105-278.3 | Religious purposes                       | <input type="checkbox"/> G.S. 131A-21    | Medical Care Commission bonds       |
| <input type="checkbox"/> G.S. 105-278.4            | Educational purposes (Institutional)     | <input type="checkbox"/> Other:          | _____                               |

**Tax Deferment Programs**—Check the tax deferment program for which this application is made. \*\*\*These programs will result in the creation of deferred taxes that will become immediately due and payable with interest when the property loses eligibility. The number of years for which deferred taxes will become due and payable varies by program. Read the applicable statute carefully.\*\*\*

- |  |   |
|--|---|
| <input type="checkbox"/> G.S. 105-275(12)  | Nonprofit corporation or association organized to receive and administer lands for conservation purposes    |
| <input type="checkbox"/> G.S. 105-275(29a) | Historic district property held as a future site of a historic structure                                    |
| <input type="checkbox"/> G.S. 105-277.14   | Working waterfront property   |
| <input type="checkbox"/> G.S. 105-277.15A  | Site infrastructure land  |
| <input type="checkbox"/> G.S. 105-278      | Historic property-Attach copy of the local ordinance designating property as historic property or landmark. |
| <input type="checkbox"/> G.S. 105-278.6(e) | Nonprofit property held as a future site of low- or moderate-income housing                                 |

Describe the property: Newly built church

Describe how you are using the property. If another organization is using the property, give their name, how they are using the property, and any income you receive from their use: \_\_\_\_\_


**AFFIRMATION:** I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exemption or exclusion statute. I fully understand that an ineligible transfer of the property or failure to meet the qualifications will result in the loss of eligibility. If applying for a tax deferment program, I fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

Signature(s) of Owner(s): \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
(All tenants of a tenancy \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
in common must sign.) \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

The Tax Assessor may contact you for additional information after reviewing this application.

001214.451751.88614.7695 1 MB 0.435 530



  
WHOSOEVER WILL DISCIPLES OF CHRIST  
CHURCH  
PO BOX 372  
NEWTON GROVE NC 28366

001214

Date of this notice: 06-03-2014

Employer Identification Number:  
47-0970778

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-0970778. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

**ANNUAL FILING REQUIREMENTS**

Most organizations with an EIN have an annual filing requirement, even if they engage in minimal or no activity.

A. If you are tax-exempt, you may be required to file one of the following returns or notices:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-PF, Return of Private Foundation
- Form 990-N, e-Postcard (available online only)

Additionally, you may be required to file your annual return electronically.

If an organization required to file a Form 990, Form 990-PF, Form 990-EZ, or Form 990-N does not do so for three consecutive years, its tax-exempt status is automatically revoked as of the due date of the third return or notice.

Please refer to [www.irs.gov/990filing](http://www.irs.gov/990filing) for the most current information on your filing requirements.

<b>76 SHIRLEY LN</b> <b>CID: 189829</b> <b>WHOSOEVER WILL DISCIPLES OF CHRIST CHURCH</b> <b>2681 WRENCH RD</b> <b>GODWIN NC 28344</b>	GERALDINE LN Deeded: 3.61 Acres 11 - NEWTON GROVE Calculated: 3.4650 Acres	Land Use: A Class: EX Zoning: Nbhd: DP Utility: W E	Average Exempt Dirt Private Road Water Electric	<b>SAMPSON CO, NC</b> Card: 1 of 1 Print Date: 05/25/2021 07:32 am Review Code: Review Date: Township: 11 - NEWTON GROVE
---	---	--	---	---

LAND										PARCEL VALUES		
L#	Typ	Cd	Descr	Size	BRate	INF	Inf%	Vc%	AdjRate	Value	Method:	
1	A		3CG Pasture	2.4650	3,696				3,696	9,111	Land:	22,911
2	A		ACG Comm	1.0000	13,800				13,800	13,800	Deferral:	0
											Improvement:	297,769
											Outbuildings:	0
											Cost Value:	320,680
											Income Value:	0
											Exempt:	320,680
											Taxable:	0
											Prior Year:	25,243
<b>Total</b>				3.465					6,612.12	22,911		

COMMERCIAL INT/EXT SECTION DATA																								
S#	Sect	Level	IntFin	Area	Perim	Use	Type	W	Ht	Ext	Wall	Const	PT	HT	AC	PB	LT	Phys	Funct	%Gd	Econ%	Fun%	%Cmp	RCNLD
1	1	01:01		6,250	350	Main	Area	20		Metal		1	2	2	1	2	2	G		50		75		292,969
2	2	01:01		400	80	C	Carport	20		None		1						G		100				4,800

COMMERCIAL FEATURE DATA										NOTES		
L#	S#	Feature	Units	Measure	Area	Value	L#	COMNT				
1	1	C Church	1	50x125		781,250	1	LOT 1 SPLIT OUT PER MB87/87 (12/02/2014)				
2	2	C Carport	1	20x20		4,800	2	FROM RONALD DAVIS & DORIA A DAVIS TRACT 1 MB87/87 1924/493 8/28/2015				

OUTBUILDINGS																
S#	Code	Description	Units	YrBit	Dim	Area	Mod	Cd	Grd	Cond	Func	%Cmp	%Gd	Mkt	Value	Notes/Loc
<b>Total Value:</b>																

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

**09575**

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Michael Eugene Warren in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2020	\$ 102.52
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 102.52

These taxes were assessed through clerical error as follows.

Bill # 0059028325  
Plate # JAE 6778  
2012 Toyota Tundra  
Tag Surr.  
Vehicle Sold

602 County Tax 91.44  
School Tax \_\_\_\_\_  
\$19 Fire Tax 11.08  
City Tax \_\_\_\_\_  
TOTAL \$ 102.52

Mailing Address:

MIKE WARRAN  
550 ISAAC WEEKS ROAD  
CLINTON N.C 28328

Yours very truly

Michael E. WARREN  
Taxpayer

X Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_

Date \_\_\_\_\_

Initials \_\_\_\_\_

14568

51901208

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

**09558**

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Michelle M. House (Lereta, LLC) in North Clinton Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR <u>2020</u>	\$ <u>136.39</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>136.39</u>

These taxes were assessed through clerical error as follows.

*Tax Parcel 1208119916  
Interest added to bill in  
error. Paid by mortgage  
company.*

601 County Tax	<u>105.16</u>
501 School Tax	<u>18.48</u>
F19 Fire Tax	<u>12.75</u>
City Tax	_____
TOTAL \$	<u>136.39</u>

Mailing Address.

Lereta, LLC  
ATTN: Central Refunds  
901 Corporate Center Dr, Pomona, CA 91768

Yours very truly

\* Sherry James  
Taxpayer

\* Fed Tax ID  
Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

# OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

09587

JIM JOHNSON  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Timothy Brian Pope  
Lishon in Lishon Township, Sampson County, for  
the year(s) and in the amount(s) of:

YEAR		
<u>2020</u>	\$	<u>307.20</u>
	\$	
	\$	
	\$	
	\$	
	\$	
TOTAL REFUND		\$ <u>307.20</u>

These taxes were assessed through clerical error as follows.

00595716142020 2020 0000 00  
TFN 4860  
Tag turned in

2021 Toyota Tacoma Double TR  
Vehicle Totaled

G02 County Tax 273.99  
School Tax \_\_\_\_\_  
F23 Fire Tax 33.21  
City Tax \_\_\_\_\_  
TOTAL \$ 307.20

Yours very truly

Timothy B Pope  
Taxpayer

Mailing Address.

453 OZZIE RD  
CLINTON NC 28328

Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

[Signature]  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_



**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

**P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082**

**09589**

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Romeo Lewis Johnson  
in Little Coharie Township, Sampson County, for  
the year(s) and in the amount(s) of:

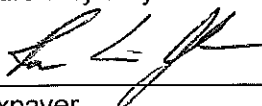
YEAR <u>2020</u>	\$ <u>103.36</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>103.36</u>

These taxes were assessed through clerical error as follows.

~~00509844252020 2020000000~~  
CY3444  
2011 Ford SRW Super Duty TK  
1FT7W2BT2BEA12107  
Vehicle Valuation ERROR

GD2 County Tax 57.42  
School Tax \_\_\_\_\_  
Fire Tax \_\_\_\_\_  
TC1 City Tax 45.94  
TOTAL \$ 103.36

Yours very truly

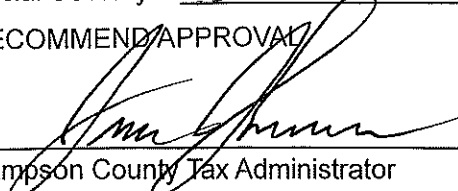
  
\_\_\_\_\_  
Taxpayer

Mailing Address.

P.O. Box 269  
\_\_\_\_\_  
Roseboro, NC 28382  
\_\_\_\_\_

Social Security # \_\_\_\_\_

RECOMMEND/APPROVAL

  
\_\_\_\_\_  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2020-2021

1. It is requested that the budget for the Juvenile Crime Prevention Council Programs be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
05558310-510000	JCPC administration	6,137.00	
05558310-561002	JCPC mediation program	47,955.00	
05558310-561011	JCPC temporary shelter program		16,800.00

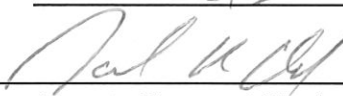
<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
05435831-303612	Grant Dept of Public Safety	37,292.00	

2. Reason(s) for the above request is/are as follows:  
 To adjust grant to actual amount.

  
 \_\_\_\_\_  
 (Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_ 5/25, 20 21  
  
 \_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
  
 \_\_\_\_\_  
 (County Manager & Budget Officer)

\_\_\_\_\_  
 Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: ELECTIONS

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for 2020-2021

1. It is requested that the budget for the ELECTIONS Department  
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11141700-534300	Election Expense	10,668.00	
11141700-526200	Departmental Supplies	48,354.00	
11141700-526201	Dept. Supplies Equipment	8,198.00	
11141700-551000	Capital Outlay	7,038.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034170-402600	HAVA	74,258.00	

2. Reason(s) for the above request is/are as follows:  
To budget funds from NCSBOE HAVA Funds

*[Signature]* 8-25-21  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

5/25, 2021  
*[Signature]*  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
*[Signature]*  
(County Manager & Budget Officer)

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: Sheriff Jimmy Thornton \_\_\_\_\_

13-May-21

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2020-2021

1. It is requested that the budget for the Sheriff Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243100-581000	Transfer to State Agency (Weapon)	7,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-404115	Concealed Weapons Fee	7,000.00	

2. Reason(s) for the above request is/are as follows:

Due to an influx of concealed carry permits being processed at a higher than normal rate



\_\_\_\_\_  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. 

\_\_\_\_\_, 5/25, 2021



\_\_\_\_\_  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. 

\_\_\_\_\_, 20\_\_



\_\_\_\_\_  
(County Manager & Budget Officer)

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

3/5/2021

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2020-2021

1. It is requested that the budget for the COMMUNICABLE DISEASE Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551250-523900	MEDICAL SUPPLIES	50.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535125-408900	CD-MISC REVENUE	50.00	

2. Reason(s) for the above request is/are as follows:

RECEIVE FUNDS FROM AMERICAN LUNG ASSOCIATION FOR TB PATIENT

Wanda Palmer  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

5/25, 2021  
Paul K. Coy  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
Eden W. Coy  
(County Manager & Budget Officer)

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: Anna Ellis

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2020-2021

1. It is requested that the budget for the Animal Shelter Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243800-526200	DEPARTMENTAL SUPPLIES	1,287.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034380-408401	Donations	1,287.00	

2. Reason(s) for the above request is/are as follows:  
To budget donations received to departmental supplies

*Anna Ellis*

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

5/25, 2021

*Paul H. Bell*

(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

, 20\_\_

*Earl W. ...*

(County Manager & Budget Officer)

Date of approval/disapproval by B.O.C.

**Sampson County Schools**  
**Proposed Capital Budget/Expenses 2021-2022**

<u>Location</u>	<u>DESCRIPTION</u>	<u>Amount Requested</u>
Systemwide	Asbestos Removal	\$20,000.00
Systemwide	HVAC Contingency	\$10,000.00
Systemwide	Emergency Contingency	\$0.00
Systemwide	Roof & Paint Contingency	\$45,000.00
Systemwide	Wastewater Contingency	\$10,000.00
Systemwide	Chiller Replacement	\$50,000.00
Systemwide	Playground fall protection / Safety	\$11,000.00
Systemwide	Signage to match floor plans	\$3,500.00
Systemwide	Fire Alarm Systems/Safety	\$25,000.00
Systemwide	Technology & M. Hammond - Vehicles	\$70,000.00
Systemwide	Maintenance Fleet Vehicle Replacements	\$70,000.00
Systemwide	Mobile Units - class size	\$50,000.00
Systemwide	Gym Floors redone - HM & MM	\$28,000.00
Systemwide	Central Office/Carpet	\$6,200.00
Systemwide	New tractor with loader & backhoe attachment - maintenance - brand new J. Deere	\$46,976.70
Systemwide	Mini-Excavator - used -maintenance	\$50,000.00
Systemwide	One-man lift for warehouse - can take our old one to PV	\$11,372.81
Systemwide	New square scrub floor machine	\$3,500.00
	<b><u>Systemwide Total</u></b>	<b><u>\$510,549.51</u></b>
Bus Garage	New HVAC system - 4-ton heat pump	\$12,000.00
	<b><u>Bus Garage Total</u></b>	<b><u>\$12,000.00</u></b>
Plain View	New outdoor basketball goals	\$2,200.00
	<b><u>Plain View Total</u></b>	<b><u>\$2,200.00</u></b>
Midway Elem.	Paint all hallways	\$15,000.00
Midway Elem.	Flag poles - Patriotic Enhancement	\$4,500.00
Midway Elem.	New front doors - aluminum	\$16,772.82
Midway Elem.	New Intercom System	\$25,000.00
Midway Elem.	Canopy added to mobile unit	\$17,088.63
Midway Elem.	Demo old buildings out back/remodel	\$18,500.00
	<b><u>Midway Elem. Total</u></b>	<b><u>\$96,861.45</u></b>

Hargrove	Repave Staff Parking Lot	\$32,000.00
Hargrove	Kindergarten Desks - 3 classrooms	\$5,700.00
Hargrove	2 additional card swipes - security	\$4,000.00
Hargrove	Replace most mini-blinds	\$5,800.00
Hargrove	Replace windows - one classroom cost	
Hargrove	Wants shelter for car rider area	
Hargrove	Hallways painted	\$15,000.00
Hargrove	New storefront windows/doors Cafeteria	\$17,925.00
	<b>Hargrove Elem. Total</b>	<b>\$80,425.00</b>
Hobbton Elem.	Old wing of building painted	\$3,500.00
Hobbton Elem.	Canopy added to mobile unit	\$7,906.22
Hobbton Elem.	School Re-keyed	\$15,000.00
	<b>Hobbton Elem. Total</b>	<b>\$26,406.22</b>
Clement	New Carpet - Media Center	\$8,000.00
Clement	Gutter work/roof repairs	\$76,200.00
Clement	New large screen TV's for cameras	\$3,500.00
Clement	Additional cameras - outside	\$5,000.00
Clement	New Playground, mulch, swings, etc.	\$33,000.00
	<b>Clement Elem. Total</b>	<b>\$125,700.00</b>
Salemburg	Canopy added to mobile unit	\$14,365.29
Salemburg	Additional Mobile Unit	\$20,000.00
Salemburg	New swings for playground	\$7,500.00
Salemburg	Replace some of the old cameras (3)	\$1,168.22
Salemburg	Additional cameras in grade level hallways	\$5,000.00
	<b>Salemburg Total</b>	<b>\$48,033.51</b>
Roseboro Elem.	Fencing added around school	\$20,972.01
Roseboro Elem.	Asphalt outside basketball court - 346 system	\$26,000.00
Roseboro Elem.	Hallways painted	\$11,000.00
Roseboro Elem.	Terrazzo Floor Repair	\$6,500.00
Roseboro Elem.	Digital clocks replaced - 4	\$1,500.00
	<b>Roseboro Elem. Total</b>	<b>\$65,972.01</b>
Union Elem.	New Playground, mulch, swings, etc.	\$33,000.00
Union Elem.	Barracuda Floor Machine - 30" or 36"	\$7,639.57
Union Elem.	Gym Painted	\$6,500.00



Union Elem.	Canopy added to mobile unit	\$19,007.98
Union Elem.	Upgrade cameras - old and add more throughout school	\$12,000.00
	<b>Union Elem. Total</b>	<b>\$78,147.55</b>
Union Int.	Swipes added to front and media	\$6,000.00
Union Int.	Sound System for gym	\$15,000.00
Union Int.	Floor machine - stripper/propane - Barracuda 30"	\$7,639.57
Union Int.	Indoor & Outdoor mats - entire school	\$5,000.00
Union Int.	New furniture - media center	\$9,000.00
Union Int.	Paint Media Center	\$6,000.00
Union Int.	Replace reception area furniture	\$4,500.00
Union Int.	Drop-in ceiling/staff restrooms/front (2) 5x8	\$4,500.00
Union Int.	Fencing added to keep vehicles off grass	\$1,481.00
Union Int.	Demo of old green mobile unit/mold	\$4,000.00
Union Int.	New set of front doors	\$10,130.71
	<b>Union Intermediate Total</b>	<b>\$73,251.28</b>
Midway Middle	New Intercom System	\$25,000.00
Midway Middle	Paint all classrooms and hallways	\$50,000.00
Midway Middle	New carpet for offices	\$7,500.00
Midway Middle	Gravel parking area around gym/remove trees	\$5,000.00
	<b>Midway Middle Total</b>	<b>\$87,500.00</b>
Hobbton Middle	New Floor Machine - burnisher 20"	\$7,000.00
Hobbton Middle	Digital clocks that are broken replaced - 14	\$13,000.00
Hobbton Middle	New mobile unit to replace singlewide	\$27,000.00
Hobbton Middle	New set of motorized bleachers	\$68,000.00
Hobbton Middle	Repair asphalt by entrance to school road	\$8,950.00
Hobbton Middle	School Re-keyed	\$15,000.00
	<b>Hobbton Middle Total</b>	<b>\$138,950.00</b>
Roseboro Middle	New gym windows	\$35,000.00
Roseboro Middle	Canopy at end of 8th grade hall	\$34,512.24
Roseboro Middle	Room 125 Slope in corner	\$6,000.00
	<b>Roseboro Middle Total</b>	<b>\$75,512.24</b>
Union Middle	Bathroom Partitions replaced (3)	\$13,832.45
Union Middle	Media Center Furniture	\$7,000.00
Union Middle	Mobile Unit 202 paint (floor has been done)	\$500.00

Union Middle	New tables for Mobile Unit 202 - STEM	\$4,500.00
Union Middle	7th Grade Ceiling Grid replaced/insulated	\$8,000.00
Union Middle	New fence - back of property	\$13,000.00
Union Middle	Repair asphalt bus parking lot-repave/paint	\$33,349.15
	<b>Union Middle Total</b>	<b>\$80,181.60</b>
Midway High	Furniture for media center	\$9,500.00
Midway High	Parking Lot Restriped	\$4,050.00
Midway High	Stage curtains cleaned, repaired, treated	\$10,830.68
Midway High	Sound system for auditorium	\$4,500.00
	<b>Midway High Total</b>	<b>\$28,880.68</b>
Hobbton High	New carpet for media center	\$8,000.00
Hobbton High	Swipes at back entrance doors	\$4,000.00
Hobbton High	New fence at baseball field	\$10,982.87
Hobbton High	New blinds for front classrooms	\$5,800.00
Hobbton High	Stage curtains cleaned, repaired, treated	\$8,722.24
Hobbton High	New gym windows/ductwork	\$35,000.00
Hobbton High	New set of bleachers - motorized	\$70,000.00
Hobbton High	New Air handlers/front hall/classrooms	\$68,000.00
Hobbton High	Repair asphalt by entrances to school and loop	\$10,000.00
Hobbton High	New gym LED lights	\$5,967.39
	<b>Hobbton High Total</b>	<b>\$226,472.50</b>
Lakewood High	Additional Lighting outside of building	\$4,800.00
Lakewood High	250 padded folding chairs with racks	\$6,500.00
Lakewood High	Gym painted	\$13,000.00
Lakewood High	Fence around mobile units - "Village"	\$13,070.38
Lakewood High	Additional swipes around school - security	\$12,000.00
Lakewood High	School Re-keyed	\$15,000.00
	<b>Lakewood Total</b>	<b>\$64,370.38</b>
Union High	Entry way mats with logo (15)	\$6,937.40
Union High	10 Office/Teacher Chairs	\$1,765.50
Union High	Marquee in front of school - new LED	\$25,000.00
Union High	Stage curtains cleaned, repaired, treated	\$12,134.22
Union High	Repair Terrazzo floor	\$3,500.00
Union High	New fence at baseball field - section	\$3,997.00

Union High	New Riding Scrubber floor machine	\$8,043.75
	<b>Union High Total</b>	<b>\$61,377.87</b>
Early Childhood	New mini-blinds / Telamon	\$4,300.00
	<b>Early Childhood Total</b>	<b>\$4,300.00</b>
CE Perry	New set of doors/rotten	\$8,166.99
	<b>CE Perry Total</b>	<b>\$8,166.99</b>
	<b>GRAND TOTAL</b>	<b>\$1,895,258.79</b>

Passed by majority vote of the Board of Education of Sampson County Schools on the 20th day of April, 2021

We, the Board of County Commissioners of Sampson County hereby approve the Capital Outlay Budget Amendment as indicated above and have made entry of this budget on the minutes of said Board, this \_\_\_ day of \_\_\_\_\_, 2021.

  
 \_\_\_\_\_  
 Chair, Board of Education

\_\_\_\_\_  
 Chairman, Board of Commissioners

  
 \_\_\_\_\_  
 Secretary, Board of Education

\_\_\_\_\_  
 County Manager

# SAMPSON COUNTY HEALTH DEPARTMENT


Wanda Robinson  
Health Director



360 County Complex Rd., Suite 200  
Clinton, NC 28328

To: Mr. Edwin Causey  
County Manager

Susan Holder  
Assistant County Manager

From: Wanda Robinson   
Health Director

Subject: County Commissioner's Agenda Items-Consent Agenda

Date: May 19, 2021

Attached are items that were approved by the Health Advisory Board on May 17, 2020. These are being submitted for approval by the County Commissioners.

- I. Fee schedule revision
- II. Health Department write offs
- III. Environmental Health Quality Assurance Policy:  
The purpose of this policy is to provide a quality assurance protocol that is administered to ensure uniform assessment and evaluation of the level of compliance of local food, lodging and institutions (FLI) program with state laws and rules.
- IV. Environmental Health Prioritization Policy:  
The purpose of this policy is to provide instruction on how to prioritize the frequency of Food and Lodging inspections in the event of a staffing shortage.

**Attachments:**

Fee Schedule Revisions  
Health Department Write Offs  
Environmental Health Quality Assurance Policy  
Environmental Health Prioritization Policy

FY 21-22

**Health Department  
Requested Fee Changes and Additions**

CPT Code	DESCRIPTIONS	Requested Fee
90670	Pneumococcal 13-Valent Prevnar 13	\$295.00
90680	Roteq - 3 dose	\$105.00
90732	Pneumococcal 23	\$132.00
	Existing Septic System Inspection	\$75.00
	Soil/Site Evaluation ( New Septic System- Full)	\$250.00
new	Septic System Expansion	\$100.00
new	Med septic system	\$300.00
new	Large septic system	\$400.00
new	Improvement Permit Only	\$100.00
new	Construction Authorization - standard	\$150.00
new	Construction Authorization - Med	\$200.00
new	Construction Authorization - Large	\$300.00
new	Well Panel - includes full panel	\$145.00
	Migrant Labor (each additional septic report)	\$15.00
	Each additional new well on same property	\$150.00
	Food & Lodging plan review	\$250.00
	Public Swimming Pool Annual OP	\$150.00
	ServSafe Class Answer Sheet	\$45.00
	ServSafe Class Full Course (Including all materials)	\$190.00
	ServSafe Class Full Course (Student brings 6th edition book)	\$120.00
	ServSafe Class Manager Book/Exam Sheet	\$80.00
	ServSafe Class Protoring Exam (per student)	\$30.00
	ServSafe Class Re-Test/Test Only	\$100.00
	Water Samples - Bacteriological	\$55.00
	Water Samples - Inorganic Chemical	\$100.00
	Water Samples - Nitrate/Nitrite	\$55.00

# SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson  
Health Director



360 County Complex Road, Suite 200  
Clinton NC 28328

MEMO

To: Ed Causey

From: Wanda Robinson  
Health Director

Date: May 20, 2021

Subject: Uncollectible Account Balance Write-Off

On May 17, 2021, the Health Advisory Board approved to be written off of the Health Department's Accounts Receivable System three accounts. The amounts were \$1.03, \$.60, \$.82 for a total of \$2.45.

We are requesting County Commissioner approval to write off these accounts in the total amount of \$2.45 and remove them from our Accounts Receivable System.

Please see me if you have any questions.

Thank you.

---

Clark H. Wooten  
Board of Commissioners Chair Signature

---

Date

**SAMPSON COUNTY HEALTH DEPARTMENT**

**Environmental Health Manual: Year 2021**

**Section 17: NC Quality Assurance Policy**

Manual: Environmental Health Manual	Applicable Signatures/Title:
Title: NC Quality Assurance Policy	Program Coordinator: N/A
<input checked="" type="checkbox"/> Program Policy: EH Program	EH Supervisor: Miles Hair
<input checked="" type="checkbox"/> Program Procedure: EH Program	Health Director: Wanda Robinson
<input type="checkbox"/> Management/Department-wide Policy	Board of Health Chair: Clark Wooten
Personnel/Fiscal Policy	Health Advisory Board Chair: Dr. Jeffrey Bell
Distributed to: EH Personnel	Effective Date: 05/03/2021
	Supersedes:
Adopted Date: 05/03/2021	

\_\_\_\_\_  
 Clark H. Wooten  
 Board of Health Chair

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Wanda Robinson  
 Health Director

\_\_\_\_\_  
 Date

Sampson County Health Department  
Environmental Health Section  
NC Quality Assurance Policy

**SAMPSON COUNTY HEALTH DEPARTMENT**  
**Environmental Health Manual: Year 2021**  
**Section 17: NC Quality Assurance Policy**

Manual: Environmental Health Manual	Applicable Signatures/Title:
Title: Section 4: NC Quality Assurance Policy	Program Coordinator: N/A
<input checked="" type="checkbox"/> XX Program Policy: EH Program	EH Supervisor: Miles Hair
<input checked="" type="checkbox"/> XX Program Procedure: EH Program	Health Director: Wanda Robinson
<input type="checkbox"/> Management/Department-wide Policy	Board of Health Chair: Clark Wooten
<input type="checkbox"/> Personnel Policy	Health Advisory Board Chair: Jeffrey Bell
<input type="checkbox"/> Fiscal Policy	Effective Date: 05/03/2021
Distributed to: EH Personnel	Supersedes:
Adopted Date: 05/03/2021	

**Purpose:**

The purpose of this policy is to provide a quality assurance protocol that is administered to ensure uniform assessment and evaluation of the level of compliance of local Food, Lodging, and Institutions (FLI) programs with state laws and rules. This includes procedures for prioritizing workload, maintaining a staffing level assessment, and implementing a quality assurance plan.

**Policy:**

To account for consistency and quality within Sampson County Health Department's FLI program, and as part of the Agreement Addendum, the department shall maintain an internal quality assurance plan.

**Prioritizing Workload:**

1. Requirement of a written prioritization policy and evidence of use.
  - A. The department chooses to follow the “NC Prioritization Policy Template” as the policy, which provides verification of the following criteria:
    1. All category IV establishments, conducting a specialized food process or serving Highly Susceptible Populations, shall be inspected at 100% compliance.
    2. All other establishments shall miss no more than one grading period per fiscal year with category IV establishments taking priority. When missing only one inspection per FY is not possible, category IV establishments shall still be prioritized above category III; category III prioritized above category II;



Sampson County Health Department  
Environmental Health Section  
NC Quality Assurance Policy

category I will take lowest priority. *Ex: Category IV establishments shall be inspected 3X/year in lieu of category III, II, or I establishments inspected at 100% compliance.*

3. Factors, such as risk factor violations documented on previous inspections, length of time since completion of last inspection, and frequency of complaints from the public, shall be taken into consideration when determining the priority of inspections. Facilities of higher risk frequency or history of non-compliance should take priority over those of lower risk frequency or better compliance.

Staff Level Assessments:

1. Initial Staffing Level Assessment Roll Out:
  - A. Collection of data shall be initiated in Fiscal Year (FY) 2020 - 2021 and continuously tracked thereafter.
  - B. All activities and description can be found on the "**FLI Activity Codes**" document.
  - C. Data shall be maintained as listed in Section IV Subpart (2) of this policy.
2. Completion of Subsequent Staffing Level Assessments:
  - A. A county shall complete a Staffing Level Assessment at least once every accreditation renewal cycle beginning Spring of 2021.
  - B. The county shall provide the following information using the "**Staffing Level Assessment Workbook - Required Information**" from the most recent fiscal year:
    1. Inventory of all Food, Lodging, and Institution establishments only
    2. Inventory of Environmental Health Routine Activities
    3. Inventory for all Value-Added Activities
    4. Average working times including sick, vacation, paid holiday, education travel, and incidentals
    5. Current job descriptions using the "**NC Staffing Level Assessment Job Description Workbook**" denoting percentages of time allocated for activities

*Note: An optional excel reference workbook is available upon request. Contact your Environmental Health Regional Specialist {EHRS} for the workbook.*

Sampson County Health Department  
Environmental Health Section  
NC Quality Assurance Policy

Procedures:

1. Frequency Table & Review Types

Number of REHS in County	Options for Quality Assurance	Frequency	Number of required Assessments for each REHS*
1-2	Regional Review	3 Year Cycle	2 per year+ file review

- A. Two (2) field assessments per REHS performing routine inspections shall be completed with a file review of the establishments done during the assessment. In addition to the files from the field assessments, at least one (1) additional file shall be pulled and reviewed.

*\*Note: 1) Counties that are enrolled in the FDA Program Standards may request from the Environmental Health Regional Specialist a separate QA workbook which includes calculations of quality elements and tools for standard 6. 2) Assessments completed during standardization may replace the required QA assessments for that fiscal year but does not exempt the individual from the file review requirements.*

- B. Descriptions of types of Quality Assurance:

1. Regional Review: The Environmental Health Regional Specialist will conduct the field assessments and file review to meet the QA requirement. Data will be compiled on the Field Assessment Spreadsheet. Data collected during assessments will be used when conducting accreditation reviews.

2. Field Assessment Tools:

- A. "NC Quality Assurance Field Assessment Marking Instructions"
- B. "NC Quality Assurance and File Review Workbook" (Workbook)
  1. Individual Field Assessment Form
  2. Totals from Field Assessment Tab
  3. Quality Elements
  4. Compliance Total

5. File Review Data Tables

3. Scoring of Field Assessments and Use of Compliance Totals:

Scoring shall be documented on the Field Assessment form provided in the workbook. Additional criteria may be assessed separately, if desired by the FU program. The score of the field assessment is represented on the form as follows:

- |    |          |                   |
|----|----------|-------------------|
| A. | ≥85%     | Acceptable        |
| B. | 70% -84% | Needs Improvement |
| C. | <70%     | Unacceptable      |

After conducting the field assessment, the Environmental Health Regional Specialist will enter the data into the Totals from Field Assessment tab for each REHS evaluated. Automatic tabulations from assessments will provide the compliance percentages for the FU program. Strengths and weaknesses will be identified by the compliance percentages. This table will be used to identify training and remediation needs and summarize strengths and weaknesses of the program. Assessors shall identify gaps in training and indicate individual needs.

4. File Review:

File review is completed to verify compliance and enforcement of NC General Statutes/laws, 2600 rules and the NC Food Code manual. File review shall consist of two (2) files per REHS selected from field assessments plus at least one (1) randomly selected file per REHS equaling a total of at least three (3) files per REHS. The department chooses to use the File Review Data Table in the Workbook. File Review program deficiencies shall be tracked using the criteria within the File Review Compliance Totals/File Review Summary tabs of the Workbook.

5. Remediation:

When an individual's total QA assessments and/or a FU program's compliance totals are:

- A. < 70% - Immediate remediation is required and additional assessments shall be completed to verify improvement. Documentation of the remediation plan and results shall be provided by the Environmental Health Regional Specialist.
- B. 70% - 84% - Remediation may be required to improve weaknesses. Additional assessments may be performed if deemed necessary by the Environmental Health Regional Specialist.

Remediation shall be enacted through additional fieldwork and/or coursework which includes, but is not limited to, the following\*\*\*:

- 1. Fieldwork with the Environmental Health Regional Specialist or

**Sampson County Health Department  
Environmental Health Section  
NC Quality Assurance Policy**

- training designee
- 2. Food Code Refresher/RBI Course
- 3. ORAU/IAFP listed courses
- 4. Online Courses (Developed online ppts with exam proctored through OET, how to assess HACCP in the field, proper documentation, how to take permitting action, food science, understanding parasite destruction, etc.)
- 5. Centralized Intern Training
- 6. Neighboring County Fieldwork

*\*\*\*Note: Alternate training options can be discussed with the Environmental Health Regional Specialist to determine equivalency of the previously listed options.*

6. Grievances:

An REHS may request a meeting to review any portion of the Quality Assurance assessment. This review should be done with the supervisor of the program and will include the Environmental Health Regional Specialist. A grievance may be requested for any area of disagreement related to the assessment.

7. Corrective Action Plans:

A Corrective Action Plan (CAP) may be required from the Environmental Health Regional Specialist for any deficiencies noted in this policy. A CAP for the FLI program, when required, shall be submitted by the Environmental Health Director and/or their designee.

Individual File Review Form			
Establishment Name:	Bonnetsville Grill	County/District:	Sampson
Establishment ID#:	82810425	EHS Name:	Monda Parker
		REHS#:	2443
		Review Date:	4/12/2021
		Evaluator:	Michael Roberts
<b>File Contents</b> (Instructions: If in compliance enter a number 1 under the "Yes" column, if out of compliance enter a number 1 under the "No" column)			
<b>Items Evaluated</b>	<b>Yes</b>	<b>No</b>	<b>Comments</b>
1. Permit	1		
2. Plan Review		1	2) File did not contain a plan review application, menu, or plan review approval/denial letter.
3. Water and Wastewater	1		
4. Inspection and Reinspection Forms	1		
5. Verification Visit Documented		1	5) A complaint was listed as a verification visit on report dated 2/10/21. A verification visit conducted on 9/29/20 was hand-written on an inspection report dated 9/22/20. Need to complete a separate report for the verification visit.
6. Enforcement Action: Susp./Rev/	1		
7. Complaint Log	1		
8. Variance Approval Documentation	1		
<b>Totals:</b>	<b>6</b>	<b>2</b>	
<b>Inspection Form Documentation</b>			
<b>Demographics</b>	<b>Yes</b>	<b>No</b>	<b>Comments</b>
9. Establishment Name	1		
10. Establishment ID Number	1		
11. Inspection Date and Time	1		
12. Permittee	1		
13. Phone #/Address/Mailing Address	1		
14. Status Code	1		
15. Risk Category/FDA Establishment Type	1		
16. Purpose of Visit	1		
17. Water and Wastewater	1		
18. PIC Signature	1		
19. REHS Signature/REHS Contact #	1		
<b>Totals:</b>	<b>11</b>	<b>0</b>	
<b>Violations &amp; Supporting Info</b>	<b>Yes</b>	<b>No</b>	<b>Comments</b>
20. Violations documented accurately	1		
21. Half, full, & zero deductions appropriate	1		
22. Repeat violations	1		
23. Corrected During Inspection	1		
24. VR Documented	1		
25. Enforcement: Suspensions, Revocation	1		
26. IN, OUT, NA, NO	1		
27. Comments Clear and Adequate	1		
28. Total deductions accurate	1		
<b>Totals:</b>	<b>6</b>	<b>3</b>	
<b>Additional Comments:</b>			
20 cont) Cleaning of non-food contact surfaces should be cited under #47 4-601.11, not #54. On inspection report dated 2/4/20, no codes were cited. Need to cite improper storage of personal items under #54 6-501.110, not #37. Need to cite repairs of plumbing fixtures under #49 5-205.15, not #46. Need to cite the cleaning of the hood under #47 4-601.11, not #54. On inspection report dated 2/2/21, #16 was marked IN. Need to document the final cook temperature noted in the temperature chart. 23) On inspection report dated 2/2/21, need to document the corrective action observed for #14 and #26. On inspection reports dated 9/22/20 and 2/4/20, need to document the corrective action observed for #26.			

Individual File Review Form				
Establishment Name: Popeya's Louisiana Kitchen		County/District: Sampson		
Establishment ID#: 82810557		EHS Name: Monda Parker		
		REHS#: 2486		
		Review Date: 4/12/2021		
		Evaluator: Michael Roberson		
File Contents				
Items Evaluated	Yes	No	Comments	
1. Permit	1			
2. Plan Review	1			
3. Water and Wastewater	1			
4. Inspection and Reinspection Forms	1			
5. Verification Visit Documented	1			
6. Enforcement Action: Susp./Rev/	1			
7. Complaint Log	1			
8. Variance Approval Documentation	1			
Totals:		8	0	
Inspection Form Documentation				
Demographics	Yes	No	Comments	
9. Establishment Name	1			
10. Establishment ID Number	1			
11. Inspection Date and Time	1			
12. Permits	1			
13. Phone #/Address/Mailing Address	1			
14. Status Code	1			
15. Risk Category/FDA Establishment Type	1			
16. Purpose of Visit	1			
17. Water and Wastewater	1			
18. PIC Signature	1			
19. REHS Signature/REHS Contact #	1			
Totals:		11	0	
Violations & Supporting Info				
	Yes	No	Comments	
20. Violations documented accurately		1	20) On inspection reports dated 2/2/21 and 6/17/20, #32 is marked IN. Need to indicate final plant food cooking temperature in the chart. For #14, 4-602.11 is not necessary. For clean dishes stored on dirty sink drainboards, cite #42 4-903.11 and #46 4-501.14, not #14 or #45 (cleaning sink vats and drainboards). For torn refrigerator door seals, cite 4-501.11, not 4-101.11. For cleaning of physical facilities, cite 6-501.12. On inspection report dated 10/22/20, need to cite 4-602.11 for #14 instead of 4-601.11 and 4-602.12. Need to cite cleaning of hot bars and hot lines under #47 4-601.11 instead of #14. Need to cite storage off of the floor under #42 4-903.11 or #37 3-305.11 (if food), not under #36. For food protection under #37, use 3-305.14 for violation noted. For cleaning of physical facilities, cite 6-501.12. For cleaning of non-food contact surfaces, cite #47 4-601.11, not #53. On inspection report dated 6/17/20, need to cite improper sanitizing procedure and frequency using 4-602.11 and 4-702.11. For improper washing and rinsing of dishes, use #46 4-603.14 and 4-603.16, not #14. No code was cited for #19. For cleaning the ground around the dumpsters, cite 5-501.115 under #52.	
21. Half, full, & zero deductions appropriate		1		
22. Repeat violations		1		
23. Corrected During Inspection		1		
24. VR Documented		1		
25. Enforcement: Suspensions, Revocation	1			
26. IN, OUT, NA, NO	1			
27. Comments Clear and Adequate	1			
28. Total deductions accurate	1			
Totals:		4	6	
Additional Comments				
21) On inspection report dated 10/22/20, need to deduct at least one-half point deduction since the violation is PF and was noted on the previous inspection report. On inspection report dated 6/17/20, #51 was marked OUT but no point deduction was indicated.				
22) On inspection report dated 10/22/20, need to indicate R for #2 since this violation was a repeat violation from inspection dated 6/17/20.				
23) On inspection report dated 10/22/20, need to indicate what corrective action was taken for #8 and #20. On inspection report dated 6/17/20, need to indicate what corrective action was taken for #8, #19, #26, and #31.				

Individual File Review Form			
Establishment Name:	Supermercado	County/District:	Sampson
Establishment ID#:	82308041	EHS Name:	Monde Parker
		REHS#:	2485
		Review Date:	4/12/2021
		Evaluator:	Michael Roberson
File Contents		Instructions: If in compliance enter number under the "Yes" column; if out of compliance enter a number under the "No" column.	
Items Evaluated	Yes	No	Comments
1. Permitt	1		2) File did not contain plans, menu, or plan review approval/denial letter.
2. Plan Review		1	5) Verification visit conducted on 9/30/20 was hand-written on the inspection report dated 9/23/20. Need to complete a separate document for the verification visit.
3. Water and Wastewater	1		
4. Inspection and Reinspection Forms	1		
5. Verification Visit Documented		1	
6. Enforcement Action: Susp/Rev/	1		
7. Complaint Log	1		
8. Variance Approval Documentation	1		
Totals:	6	2	
Inspection Form Documentation			
Demographics		Yes	No
9. Establishment Name		1	
10. Establishment ID Number		1	
11. Inspection Date and Time		1	
12. Permittee		1	
13. Phone #/Address/Mailing Address		1	
14. Status Code		1	
15. Risk Category/FDA Establishment Type		1	
16. Purpose of Visit		1	
17. Water and Wastewater		1	
18. PIC Signature		1	
19. REHS Signature/REHS Contact #		1	
Totals:	11	0	
Violations & Supporting Info		Yes	No
20. Violations documented accurately		1	20) On inspection report dated 1/23/21, 4-602.13 was cited for #14. This code reference is not necessary. For the lack of hot water at the hand sink, need to cite #8 5-205.11 and 6-202.12. On inspection report dated 8/23/20, no codes are cited. For the rusty hooks used to hang meat, need to cite 4-101.11 under #15 instead of #37. On inspection report dated 2/6/20, no codes are cited. A violation was noted under #37 for toilet paper to be stored on a holder. This is not required in the code and not found listed under #37 in the marking instructions.
21. Hall, full, & zero deductions appropriate		1	
22. Repeat violations		1	
23. Corrected During Inspection		1	23) On inspection report dated 1/23/21, need to document what corrective action was observed for the violations noted under #14 and #26.
24. VR Documented		1	24) On inspection report dated 1/23/21, a hand sink in poor repair and the lack of hot water at the hand sink requires a VR.
25. Enforcement: Suspensions, Revocation		1	26) On inspection report dated 1/23/21, NO marked for #16-19. Should be NA. On inspection report dated 9/23/20 and 2/6/20, IN marked for #22. Should be NA. IN is marked for #40. Should be NA.
26. IN, OUT, NA, NO		1	
27. Comments Clear and Adequate		1	
28. Total deductions accurate		1	
Totals:	5	4	
Additional Comments:			
26 cont) On inspection report dated 2/6/20, IN marked for #32. Should be NA. IN is marked for #25. Should be NA.			

### Establishment File Review Summary

County/District:	Sampson		
Reviewer's Name:	Michael Roberson	Date:	4/12/2021

File Contents				Comments
Items Evaluated	Y	N	% IN	
1. Permit	3	0	100%	Need to check files to verify that a plan review application, menu, plan review documents, and plan review approval/denial letter are provided. Need to complete a separate report for any verification visits that are conducted.
2. Plan Review	1	2	33%	
3. Water and Wastewater	3	0	100%	
4. Inspection and Reinspection Forms	3	0	100%	
5. Verification Visit Documented	1	2	33%	
6. Enforcement Action: Susp./Rev.	3	0	100%	
7. Complaint Log	3	0	100%	
8. Variance Approval Documentation	3	0	100%	
sub	20	4	83%	

Inspection Form Documentation				Comments
Demographics	Y	N	% IN	
9. Establishment Name	3	0	100%	
10. Establishment ID Number	3	0	100%	
11. Inspection Date and Time	3	0	100%	
12. Permittee	3	0	100%	
13. Phone#/Address/Mailing Address	3	0	100%	
14. Status Code	3	0	100%	
15. Risk Category/FDA Establishment Type	3	0	100%	
16. Purpose of Documentation	3	0	100%	
17. Water and Wastewater	3	0	100%	
18. PIC signature	3	0	100%	
19. REHS Signature/REHS Contact #	3	0	100%	
sub	33	0	100%	

Violations & Supporting Info				Comments
Y	N	% IN		
20. Violations documented accurately	0	3	0%	Need to use the FDA Food Code and the marking instructions in order to properly cite and document violations observed during the inspection. Need to assess point values in accordance with .2661. Need to mark R and document repeat violations in the comments when required. Need to mark CDI and document corrective actions when observed during the inspection. Need to properly mark IN, OUT, NA, and NO based on what is observed during the inspection.
21. Half, full, & zero deductions appropriate	2	1	67%	
22. Repeat Violations	2	1	67%	
23. Corrected During Inspection	0	3	0%	
24. VR Documented	0	3	0%	
25. Enforcement: Suspension, Revocation	3	0	100%	
26. IN, OUT, NA, NO	2	1	67%	
27. Comments Clear and Adequate	3	0	100%	
28. Total deductions accurate	3	0	100%	
sub	15	12	56%	

**Additional Comments and Observations**

Improvement is needed for activities under the "Violations & Supporting Info" section above. Inspection forms and documents should be reviewed by the Supervisor or Program Specialist over the Food & Lodging Program. Training is needed to ensure that staff is completing inspection reports and other forms correctly.



**SAMPSON COUNTY HEALTH DEPARTMENT**  
**Environmental Health Manual: Year 2021**  
**Section 4: NC Prioritization Policy**

Manual: Environmental Health Manual	Applicable Signatures/Title/:
Title: NC Prioritization Policy	Program Coordinator: N/A
<input checked="" type="checkbox"/> Program Policy: EH Program	EH Supervisor: Miles Hair
<input checked="" type="checkbox"/> Program Procedure: EH Program	Health Director: Wanda Robinson
<input type="checkbox"/> Management/Department-wide Policy	Board of Health Chair: Clark Wooten
Personnel/Fiscal Policy	Health Advisory Board Chair: Dr. Jeffrey Bell
Distributed to: EH Personnel	Effective Date: 05/03/2021
	Supersedes:
Adopted Date: 05/03/2021	

\_\_\_\_\_  
 Clark H. Wooten  
 Board of Health Chair

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Wanda Robinson  
 Health Director

\_\_\_\_\_  
 Date

Sampson County Health Department  
Environmental Health Section  
NC Prioritization Policy

**SAMPSON COUNTY HEALTH DEPARTMENT**  
**Environmental Health Manual: Year 2021**  
**Section 4: NC Prioritization Policy**

Manual: Environmental Health Manual	Applicable Signatures/Title:
Title: Section 4: NC Prioritization Policy	Program Coordinator: N/A
<b>XX</b> Program Policy: EH Program	EH Supervisor: Miles Hair
<b>XX</b> Program Procedure: EH Program	Health Director: Wanda Robinson
<input type="checkbox"/> Management/Department-wide Policy	Board of Health Chair: Clark Wooten
<input type="checkbox"/> Personnel Policy	Health Advisory Board Chair: Jeffrey Bell
<input type="checkbox"/> Fiscal Policy	Effective Date: 05/03/2021
Distributed to: EH Personnel	Supersedes:
Adopted Date: 05/03/2021	

**Purpose:**

The purpose of this policy is to provide instruction on how to prioritize the frequency of Food and Lodging inspections in the event of a staffing shortage. The Sampson County Environmental Health program will utilize this policy to maintain the statewide inspection prioritization standard.

**Policy:**

To ensure that Food and Lodging inspections are prioritized in the event of a staffing shortage.

**Definitions:**

1. *Risk Frequency*: The minimum number of inspections to be performed in the required time allotment of a fiscal year. Risk Frequency takes into consideration population served, specialized food processes, handling of raw foods, and any multi- step/stage cooking and cooling methods.
2. *Highly Susceptible Population (HSP)*: Persons who are more likely than other people in the general population to experience foodborne disease because they are: (1) immunocompromised; preschool age children, or older adults; and (2) obtaining food at a facility that provides services such as custodial care, health care, or assisted living, such as a child or adult day care center, kidney dialysis center, hospital or nursing home, or nutritional/socialization services such as a senior center.

Sampson County Health Department  
Environmental Health Section  
NC Prioritization Policy

**Responsible Person(s):**

The Environmental Health Supervisor, or their designee, will be responsible for assigning work priorities to assure inspections are made using the procedures/criteria set forth in this policy.

**Procedures:**

1. The following procedures shall be used in assigning a risk frequency of inspection to a facility:
  - A. The Registered Environmental Health Specialist (REHS) shall perform a menu review/review of food handling procedures during a routine sanitation inspection.
  - B. Observations of food processes that may be considered a specialized process and would require a variance from the NC Variance Committee should be documented either on a Comment Addendum and/or a Food Establishment Inspection Form. Any food service facility that performs a specialized process that requires the use of a variance shall automatically be inspected as a category IV facility.
  - C. The REHS shall use the Risk Categorization of Food Establishment Flow Chart, provided by the NC Department of Health and Human Services Environmental Health Section, to assess food handling processes and assign the correct risk category.
  
2. The following procedures shall be implemented to assure that inspections are prioritized by a risk-based approach (Factors, such as risk factor violations documented on previous Inspections, length of time since completion of last inspection, and frequency of complaints from the public, shall be taken into consideration when determining the priority of inspections. Facilities of higher risk frequency or history of non-compliance should take priority over those of lower risk frequency or better compliance.)
  - A. All category IV establishments, conducting a specialized food process or serving HSPs, shall be inspected at 100% compliance.
  - B. All other establishments shall miss no more than one grading period per fiscal year with category IV establishments taking priority over all other establishment categories. In cases where missing only one inspection per FY is not possible, category IV establishments shall still be inspected at higher frequencies than other categories. (*Ex: Category IV establishments shall be inspected 3X/year in lieu of category III, II, or I establishments inspected at 100% compliance.*)

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO.     5    

Meeting Date:	<input checked="" type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

---

INFORMATION ONLY

*For all Board Information items, please contact the County Manager's Office if you wish to have additional information on any of the following.*

- a. Health Advisory Board Meeting Minutes for March 15, 2021 and March 29, 2021
- b. Environmental Health QA Summary

# SAMPSON COUNTY HEALTH DEPARTMENT


Wanda Robinson  
Health Director



360 County Complex Rd., Suite 200  
Clinton, NC 28328

To: Mr. Edwin Causey  
County Manager

Susan Holder  
Assistant County Manager

From: Wanda Robinson   
Health Director

Subject: County Commissioner's Agenda- Informational Items

Date: May 19, 2021

Attached are items that were approved by the Health Advisory Board on May 17, 2020. These are being submitted as information items for review by the County Commissioners.

- I. Health Advisory Committee Meeting Minutes
- II. Environmental Health QA Summary

**Attachments:**

Health Advisory Committee Meeting Minutes  
Environmental Health QA Summary

**SCHD Advisory Committee Meeting Minutes**  
**March 15, 2021**

**Attendance:** Dr. Jeffrey Bell-Chair, Elizabeth Bryan, Yire Hernandez, Jacqueline Howard, Leitha Lee, Robert Butler

**Health & Administration:** Wanda Robinson, Martina Copeland, Tamra Jones, Perry Solice, Kelly Parrish, Ed Causey, Joel Starling.

**I. Call to Order:**

Jeffrey Bell, Chair called meeting to order.

**II. Invocation:**

Jacqueline Howard gave invocation.

**III. Approval of Minutes:**

a. January 25, 2021:

b. January 27, 2021-Dangerous Dog Minutes:

**IV. COVID-19 Update:**

NC is currently seeing a downward trend in COVID cases as well as hospitalizations. Based on the county system, last updated March 4<sup>th</sup>, Sampson County is in the critical or red tier for percent of positive cases. Our 14-day case rate per 100,000 was 606 which made our percent positive rate 11.4%. In reviewing the data, this data reflects a surge of cases in one of outbreak facilities, we do not feel this indicates an increase of spread throughout the community. As of today at noon our dashboard for updated by our NCDHHS our percent positivity rate is 6.5% while North Carolina positivity rate is 5.2%.

**Demographics of COVID cases:**

62% white

21% Black or African American

79% Non-Hispanic

**COVID Deaths**

66% White

25% Black or African American

92% Non-Hispanic

March 19<sup>th</sup> will be our 1-year anniversary where we discovered our first case in Sampson County.

**Vaccines:**

-Group 4 will be eligible March 17<sup>th</sup>, 2021- see Deeper Dive Document for Group 4.

-SCHD hosts weekly drive-thru events to accommodate our citizens to become vaccinated.

-SCHD has administered over 10,000 vaccines and celebrated this milestone today.

-The entire county has administered approximately 17,500 vaccines.

-Highlight: Our Hispanic recipient percentage vaccinated jumped from 3.45% last week to 7.8% this week. That is a 4.35% increase in just a week due to the population targeted at UHS last week. Almost half of those vaccinated were Hispanic which is part of the Historically Marginalized Population (HMP) that we were targeting. Our CCNC staff did a wonderful job reaching out to the Hispanic community thus helping us achieve that goal!

**V. Financial:**

- a. 2021-2022 Budget
- b. Fee Schedule Update
- c. COVID-19 Funding

**VI. CD Report 2020:**

Kelly reviewed Communicable Disease Report 2020 (see attached)

**VII. Health Director's Report:**

**VIII. Public Comment:**

**IX. Adjournment:**

Dr. Jeffrey Bell, Chair adjourned meeting due to not enough members to have a quorum. One member dropped of zoom meeting.

<u>Jeffrey Bell DDS</u>	<u>5-19-2021</u>	<u>Wanda Bell</u>	<u>5/19/21</u>
Advisory Committee Chair	Date	Secretary	Date

**SCHD Advisory Committee Meeting Minutes  
March 29, 2021**

**Attendance:** Dr. Jeffrey Bell-Chair, Robert Butler, Cassie Faircloth, Yire Hernandez, Jacqueline Howard, Allie Ray McCullen, Leitha Lee, Linda Peterson.

**Health & Administration:** Wanda Robinson, Martina Copeland, Tamra Jones, Perry Solice, Kelly Parrish, Ed Causey, Joel Starling.

Motion made by Robert Butler for Jacqueline Howard to be acting chair until Dr. Jeffrey Bell arrives.

**I. Call to Order:**

Jacqueline Howard, Acting Chair called meeting to order.

**II. Invocation:**

Leitha Lee gave invocation.

**III. Approval of Minutes:**

a. January 25, 2021:

Motion made by Allie McCullen to approve minutes. Seconded by Jacqueline Howard. All in favor. Motion carried.

b. January 27, 2021-Dangerous Dog Minutes:

Motion to accept minutes as written made by Robert Butler; seconded by Jacqueline Howard. All in favor. Motion carried.

**IV. COVID-19 Update:**

Governor Cooper announced last week, a continued easing of restrictions through Executive Order 204.

-Face Coverings: Wear a mask indoors and in all public settings.

-Businesses must maintain the appropriate 6 feet of distance requirement and continue to implement other safety protocols as they expand their capacity.

-Mass Gatherings: 50-person limit indoors, 100-person limit outdoors.

Also last week, the state announced an accelerated timeline for moving to Groups 4 and 5 for vaccine eligibility. The rest of Group 4 will be eligible on March 31 and then open to all individual eligible to receive COVID-19 vaccine beginning April 7. The move will allow the state and vaccine providers to continue to get vaccines into arms quickly and continue to reach underserved and historically marginalized populations.

**Updated CDC Guidance:**

People are considered fully vaccinated:

-2 weeks after their second dose in a 2-dose series, such as the Pfizer or Moderna vaccines or,

-2 weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine.

If you've been fully vaccinated:

-You can gather indoors with fully vaccinated people without wearing a mask.



- You can gather indoors with unvaccinated people from one other household (example, visiting with relatives who all live together) without masks, unless any of those people or anyone they live with has an increased risk for severe illness from COVID-19.
- If you've been around someone who has COVID-19, you do not need to stay away from others or get tested unless you have symptoms. However, if you live in a group setting (like a correctional or detention facility or group home) and are around someone who has COVID-19, you should still stay away from others for 14 days and get tested, even if you don't have symptoms.
- You still have to wear a mask and maintain 6 ft. distance from others while in public and avoid large crowds.

### **COVID-19 Testing Report for March 29, 2021**

- Total Number of Tests Reported to Date: 19,772
- Positive Test Results: 7,507 (50 additional from 3/25 report)
- Negative Test Results: 12,265
- COVID Reported Deaths to Date: 99 (no additional from 3/25 report)

The County Alert System was updated 03/18/2021 and has Sampson County listed as a yellow tier which is an improvement from the last report where we were red.

Sampson County's positivity rate remains above the state's rate at 8.4%. The state's rate is currently 5.7%.

### **Vaccine Update**

SCHD continues to hold mass vaccination events on an ongoing basis. We are currently providing outreach to target our Historically Marginalized Populations (HMP). We are in the process of meeting with community leaders to help us achieve this goal.

14,199 people in Sampson County are partially vaccinated (22.3%)  
SCHD has provided 12,461 total first and second doses.

Demographics of those vaccinated:

- 64.4% White (Of these, 12.4% are Hispanic ethnicity)
- 25.3% Black or African-American
- 6.5% Other
- 1.3% American Indian or Alaskan Native

Our upcoming events are as follows:

1. Wednesday, March 31<sup>st</sup> at Sampson County Agri-Expo Center 9am-4pm (1<sup>st</sup> and 2<sup>nd</sup> doses)
2. Wednesday, April 7<sup>th</sup> at Expo Center 12-8pm.
3. Wednesday, April 14<sup>th</sup> at Union High School 9am-12pm
4. Saturday, April 17<sup>th</sup> at Royal Chapel Missionary Baptist Church in Ivanhoe 8am-12pm.

These events are open to anyone 18 years of age and older who have not received another vaccine in the last 14 days.

V. **Financial:**

a. **2021-2022 Budget:** Tamra reviewed budget (see attached).

Tamra Jones reviewed the budget (see attachment) with a change to first line under 2020-2021 listed as \$5,014,121 correct amount should be \$3,014,121. Revenue by Programs, Tamra reported there have been an increase in the Communicable Disease, General Administration went down, BCCCP has went up. This is based on the Agreement Addendums from the state and federal funding.

Reviewed Expenses most of the funding is in salary and benefits and then contracted services which has been higher for 2020-2021 and 2021-2022 due to bringing in COVID people, a lot is school nurse funding which is included as well.

Motion made by Linda Peterson to accept budget, seconded by Leitha Lee. All in favor. Motion carried.

b. **Fee Schedule Update:** Tamra reviewed fee schedule (see attached). Robert Butler made motion to approve new fee schedule, Seconded by Linda Peterson. All in favor. Motion carried.

c. **COVID-19 funding:** Tamra reported there is two pods of money 1<sup>st</sup> pod is COVID response and vaccinations with total amount of \$194,963.00 which will be used in salaries and fringe, medical supplies, departmental supplies, advertising, telephone and postage, rental equipment, lab services, and contract services. Wanda reported funding can rollover to the next fiscal year. Jacqueline Howard made motion to receive COVID response funding, Seconded by Robert Butler. All in favor. Motion carried.

\_2<sup>nd</sup> pod Enhanced Detection of COVID funding received in the amount of \$508,825.00 Tamra reported she would talk with Wanda to see where funding would be dispersed. Jacqueline Howard made motion, seconded by Yire Hernandez. All in favor, Motion carried.

VI. **Volunteer Policy:** Wanda reported she wanted to put policy in place for volunteers that are coming to work with the Health Department. All applications will go through the Health educator and a nurse. Wanda stated she will lower age of volunteers to 16 years of age with permission of a parent. Immunizations will be needed example: MMR...etc. Wanda reported will need to sign confidentiality agreement also. Motion made by Cynthia Davis, seconded by Yire Hernandez. All in favor. Motion carried.

VII. **CD Report 2020:**

Kelly reviewed Communicable Disease Report 2020 (see attached)

VIII. **Health Director's Report:**

Wanda reported we all have been really busy. Wanda stated we are evaluating the needs in the community and working the marginalize communities. Wanda stated there are two groups we will begin working with, she stated met with pastor from Ivanhoe this morning and also will meet with Catholic partner's tomorrow. Also have a group that's working with migrant farm workers. Wanda reported we now have a new Environmental Health Supervisor who will start on April 12<sup>th</sup>.

-Perry gave speech during his last meeting with board members. Perry was congratulated on his retirement. His last day will be March 31<sup>st</sup>, 2021.

IX. **Public Comment:**  
No public comment.

X. **Adjournment:**  
Motion to adjourn made by Robert Butler, seconded by Jacqueline Howard. All in favor.  
Motion carried.

<u>Jeffrey G Ben DDS</u>	<u>5-19-2021</u>	<u>Wade Palmer</u>	<u>5/19/21</u>
Advisory Committee Chair	Date	Secretary	Date

# SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson  
Health Director



360 County Complex Road, Suite 200  
Clinton NC 28328

Date: May 4, 2021

To: Michael Roberson, Environmental Health Regional Specialist

From: Kory Hair, Environmental Health Supervisor

Subject: Sampson County Quality Assurance Summary

Dear Mr. Roberson,

This is a brief description of the activities that Sampson County Environmental Health has completed during the 20-21 fiscal year toward meeting our bench marks, as referenced in the County Quality Assurance policy:

- 1) Jason Royal completed the Institution Refresher March 2, 2021
- 2) File review was completed April 12, 2021

However, we were unable to complete any of our field assessments or address any of the issues noted on the file review from the 19-20 fiscal year, due to staff turnover. Jason Royal who was lead Food and Lodging inspector was shifted to the on-site section to help deal with backlogged permits. Currently Sampson County Environmental Health Is contracting with Mondie Parker to inspect must Food and Lodging establishments to help keep inspections current. Going forward Sampson County's plan is to hire a Food and Lodging Coordinator, along with training two new interns in this section. Thanks, for your help and guidance during this process.

Thanks,

A handwritten signature in black ink that reads "K. REAS". The signature is stylized and appears to be written over a printed name.

Kory hair, EH Supervisor

**PUBLIC COMMENT POLICIES AND PROCEDURES**  
**Revised June, 2018**

In accordance with NCGS 153A-52.1, a period reserved for comments from the public on topics not otherwise included on that evening's agenda will be included as an item of business on all agendas of regularly-scheduled Board of Commissioners meetings and shall be deemed the "Public Comment" segment of the agenda. The Public Comment segment of the agenda will be placed at the end of the agenda, following the conclusion of all other open session business. Because subjects of Special and Emergency Meetings are often regulated by General Statutes, there will be no Public Comments segment reserved on agendas of these meetings; however, Special and Emergency Meetings are open for public attendance.

As with public hearings, the Chair (or presiding officer) will determine and announce limits on speakers at the start of the Public Comment period. Each speaker will be allocated no more than five (5) minutes. The Chairman (or presiding officer) may, at their discretion, decrease this time allocation if the number of persons wishing to speak would unduly prolong the meeting. A staff member will be designated as official timekeeper, and the timekeeper will inform the speaker when they have one minute remaining of their allotted time. When the allotted time is exhausted, the speaker will conclude their remarks promptly and leave the lectern. Speakers may not yield their time to another speaker, and they may not sign up to speak more than once during the same Public Comment period.

An individual wishing to address the Board during the Public Comment period shall register with the Clerk/Deputy Clerk to the Board prior to the opening of the meeting by signing his or her name and providing an address and short description of his or her topic on a sign-up sheet stationed at the entrance of the meeting room. Any related documents, printed comments, or materials the speaker wishes distributed to the Commissioners shall be delivered to the Clerk/Deputy Clerk in sufficient amounts (10 copies) at least fifteen minutes prior to the start of the meeting. Speakers will be acknowledged to speak in the order in which their names appear on the sign-up sheet. Speakers will address the Commissioners from the lectern, not from the audience, and begin their remarks by stating their name and address.

**To ensure the safety of board members, staff and meeting attendees, speakers are not allowed to approach the Board on the seating platform, unless invited by the Board to approach.**

Speakers who require accommodation for a disabling condition should contact the office of the County Clerk or County Manager not less than twenty-four (24) hours prior to the meeting.

If time allows, those who fail to register before the meeting may be allowed speak during the Public Comment period. These individuals will be offered the opportunity to speak following those who registered in advance. At this time in the agenda, an individual should raise his or her hand and ask to be recognized by the Board Chair (or presiding officer) and then state his or her name, address and introduce the topic to be addressed.

A total of thirty (30) minutes shall be set aside for public comment. At the end of this time, those who signed up to speak but have not yet been recognized may be requested to hold their comments until the next meeting's public comment period, at which time they will be given priority for expression. Alternatively, the Board, in its discretion, may extend the time allotted for public comment.

Items of discussion during the Public Comment segment of the meeting will be only those appropriate to Open Meetings. Closed Meeting topics include, but are not limited to, such subjects as personnel, acquisition of real property, and information protected by the client-attorney privilege. Closed Meeting subjects will not be entertained. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Board.

Speakers will be courteous in their language and presentation, shall not use profanity or racial slurs and shall not engage in personal attacks that by irrelevance, duration or tone may threaten or perceive to threaten the orderly and fair progress of the discussion. Failure to abide by this requirement may result in forfeiture of the speaker's right to speak.

The Public Comments segment of the agenda is intended to provide a forum for the Board of Community to listen to citizens; there shall be no expectation that the Board will answer impromptu questions. However, Board members, through the presiding officer, may ask the speaker questions for clarification purposes. Any action on items brought up during the Public Comment period will be at the discretion of the Board. When appropriate, items will be referred to the Manager or the proper Department Head for further review.

A copy of the Public Comments Policy will be included in the agenda of each regular meeting agenda and will be made available at the speaker registration table. The policy is also available on the County's website.