



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
August 1, 2022**

- 6:00 pm Convene Regular Meeting (County Auditorium)**  
Invocation and Pledge of Allegiance  
Approve Agenda as Published
- Item 1 Planning & Zoning Items (Public Hearings) 1 - 5**
- a. R22-03: Request by BHJ Properties LLC to Rezone 15-Acre Tract (Parcel 14030600001) from Residential (R) to Commercial (C) 6 - 18
  - b. R22-05: Request by TM Johnson to Rezone 29.33-Acre Tract (Parcel 14021438301) from Residential (R) to Residential Agriculture (RA) 19 - 31
- Item 2 Action Items**
- a. Public Hearing – Expenditure for Economic Development Purposes (Exercise of Option for Acquisition of Warren Property) 32 - 35
  - b. Airport – Consideration of Clinton-Sampson Airport Hangar Lease (Request to Continue Matter Until September 12, 2022 Meeting) 36 - 39
  - c. Public Works – Water System Improvements Update and Plan of Recruitment 40 - 43
  - d. Public Works – Request to Bid EM/Sheriff Storage Warehouse 44 - 45
- Item 3 Consent Agenda - Board of Commissioners Items 46**
- a. Approve the minutes of the July 11, 2022 meeting 47 - 54
  - b. Award the bid for paving of the Public Works shop yard to lowest bidder, Highland Paving Co., LLC, in the amount of \$96,515.50 and authorize execution of the contract for paving 55 - 69
  - c. Authorize the acceptance of additional State Aid to Public Libraries funding in the amount of \$69,049 and authorize the execution of associated documents 70 - 92
  - d. Approve a disabled veteran tax exclusion for Rodolfo Gutierrez Carrizales 93 - 95
  - e. Approve an elderly/disabled tax exclusion for Cecelia Jones Caldwell 96 - 101

<b>Item 3</b>	<b>Consent Agenda – Board of Commissioners, continued</b>	
	f. Approve the tax refunds and releases as submitted	102 - 107
	g. Approve budget amendments as submitted	108 - 117
	<b>Consent Agenda – Board of Health Items</b>	118
	h. Approve fee revisions as recommend by the Health Advisory Board	119
	i. Approve revisions to HIPAA Policy (email policy addition)	120 - 122
	j. Approve the execution of contracts between the Sampson County Health Department and Clinton City Schools and Sampson County Schools for school nursing services	123 - 144
<b>Item 4</b>	<b>Board Information (Board of Health)</b>	145 - 146
	a. Health Advisory Board Minutes, May 16, 2022	147 - 148
	<b>County Manager’s Report</b>	
	<b>Public Comment Period</b>	149 - 150
	<i>As publicly advertised, 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 and Conduct or Public Comment Policy).</i>	
	<b>Closed Session – GS 143-318.11(a)(3) Consultation with Attorney</b>	
	<b>Adjournment</b>	

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 1 (a-b)

Meeting Date: August 1, 2022	<input type="checkbox"/> Information Only	<input checked="" 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

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**SUBJECT:** Planning Issues

**DEPARTMENT:** Sampson County Planning & Zoning

**PUBLIC HEARING:** Yes (2)

**CONTACT PERSON:** Myron Cashwell, Inspections & Planning Director

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

**ATTACHMENTS:** Planning Staff Reports, Minutes, Maps

**BACKGROUND:**

- a. R22-03: Request by BHJ Properties LLC to Rezone 15-Acre Tract (Parcel 14030600001) from Residential (R) to Commercial (C) The Chairperson should open the public hearing and call upon Mr. Cashwell to review a request from BHJ Properties LLC to rezone 15-acre tract located on Plain View Highway (Parcel 14030600001) from Residential (R) to Commercial (C). The Planning Board determined the proposed rezoning to be consistent with the Sampson County Land Use Plan and voted 4-0 to recommend the proposed rezoning to the Sampson County Board of Commissioners
- b. R22-05: Request by TM Johnson to Rezone 29.33-Acre Tract (Parcel 14021438301) from Residential (R) to Residential Agriculture (RA) The Chairperson should open the public hearing and call upon Mr. Cashwell to review a request from Thomas Matt Johnson to rezone 29.33-acre tract located off Mar-Joy Drive (Parcel 14021438301) from Residential (R) to Residential Agriculture (RA). The Planning Board determined that the proposed rezoning was consistent with the Sampson County Land Use Plan and voted 4-0 to recommend the proposed rezoning to the Sampson County Board of Commissioners.

**RECOMMENDED ACTION OR MOTION:**

- a. Adopt the enclosed resolution approving R22-03, having found the proposed rezoning consistent with the Sampson County Land Use Plan
- b. Adopt the enclosed resolution approving R22-05, having found the proposed rezoning consistent with the Sampson County Land Use Plan

**MEMORANDUM**

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**TO:** Susan J. Holder  
**FROM:** Joel Starling  
**DATE:** July 20, 2022  
**RE:** August 1, 2022 Board of Commissioners Planning and Zoning Agenda Items

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**BHJ PROPERTIES, LLC REZONING (RESIDENTIAL TO COMMERCIAL)**

The proposed rezoning would result in a 15 acre parcel located on Plain View Highway and designated as Sampson County Tax Parcel 14-0306000-01 being rezoned from Residential (R) to Commercial (C). At its July 12, 2022 regular meeting, the Sampson County Planning Board conducted a hearing and received comment from County Attorney Joel Starling, Brandon Johnson, the manager of BHJ Properties, LLC, and one abutting property owner, Charles Suggs, who spoke in opposition to the rezoning request. The property is currently vacant and is located within the Residential Growth land use designation.

The Planning Board determined the proposed rezoning to be consistent with the Sampson County Land Use Plan and voted 4-0 to recommend the proposed rezoning to the Sampson County Board of Commissioners.

**THOMAS MATT JOHNSON REZONING (RESIDENTIAL TO RESIDENTIAL AGRICULTURAL)**

Thomas Matt Johnson has requested the rezoning of a 29.33 acre parcel located off of Mar-Joy Drive and designated as Sampson County Tax Parcel 14-0214383-01 from Residential (R) to Residential Agricultural (RA). On July 12, 2022, the Sampson County Planning board conducted a hearing on the proposed rezoning and received a staff report from County Attorney Joel Starling recommending the proposed rezoning. The property is vacant and located within the Residential Growth land use category.

The Planning Board determined that the proposed rezoning was consistent with the Sampson County Land Use Plan and voted 4-0 to recommend the proposed rezoning to the Sampson County Board of Commissioners.



# *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

<u>Meeting Date</u>	<u>Members Present</u>	<u>Members Absent</u>
July 12, 2022	Houston Crumpler, III Marilyn Brooks Jay Darden Jason Tyndall	Gail Gainey

County Attorney Joel Starling, Planning and Inspections Director Myron Cashwell, and Interim Planner Karen Carter were also present.

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

Chairman Crumpler called the meeting to order. He informed those in attendance that a sign in sheet was available and requested that all in attendance please sign in, particularly if there were planning to address the board during the meeting.

### Minutes Approved

Chairman Crumpler asked the board members if there were any questions regarding the minutes. No questions or concerns were voiced. Chairman Crumpler asked if a motion could be made to accept and approve the June 13, 2022 Planning Board meeting minutes provided.

Marilyn Brooks moved to approve the minutes as presented. The motion was seconded by Jason Tyndall.

Ayes: Unanimous

### New Business

#### **REZONING – BHJ PROPERTIES, LLC**

**R22-03**

**(CONTINUED FROM JUNE 13, 2022 MEETING)**

**General Information:** Rezone a 15- acre tract from Residential (R) to Commercial (C) status, Sampson County water is available, individual septic

**Location:** Plain View Hwy                      **Parcel #:** 14030600001

**Owner:** BHJ Properties, LLC

**Applicant:** BHJ Properties, LLC

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

**Proposed Zoning District:** Commercial (C)

**Land Use Plan:** Residential Growth

Attorney Starling summarized the discussion that occurred at the June 13, 2022 Planning Board meeting regarding the BHJ Properties, LLC rezoning and indicated that the matter had been continued due to the

applicant's absence at that meeting. Attorney Starling reiterated the fact that staff were recommending approval of the rezoning request based on the staff's determination that the requested rezoning was consistent with the Sampson County Land Use Plan and the fact that there was already commercially zoned property on the opposite side of Plain View Highway.

Chairman Crumpler asked if a representative was present on behalf of the applicant who could speak to the rezoning request.

Brandon Johnson, the manager of BHJ Properties, LLC, informed the Planning Board that he intended to utilize the property for several different commercial purposes in phases. He stated that he would initially begin by building a convenience store and grill and planned to later expand by adding an ice machine station, car wash, storage utility unit, and a youth sports area.

Chairman Crumpler asked if any of the board members had any questions for Mr. Johnson. Ms. Brooks stated that her questions had been adequately addressed by Mr. Johnson.

Chairman Crumpler asked Mr. Charles Suggs, an abutting property owner who addressed the Planning Board about this matter at its June 13, 2022, meeting, if he had any comments or questions for Mr. Johnson. Mr. Suggs voiced concerns regarding the increase of traffic that the proposed project would bring to the area. Mr. Johnson stated that his plans are to place the store on the north end and corner of Christmas Tree Rd. Mr. Suggs stated that his concerns were "personal" and that he continued to be in opposition of the proposal. Mr. Suggs also shared with the Planning Board that his 80-year-old mother lived with him at his residence, and he was concerned about the effect that construction and increased noise would have on her.

Chairman Crumpler inquired if there would be any barrier/buffer requirements. Attorney Starling informed the group of the buffer requirements under the Zoning Ordinance.

No additional questions were voiced by Planning Board members and no one else in attendance asked to address the Planning Board.

Chairman Crumpler asked the board if a motion would be made to recommend approval of the rezoning request and find that the request was consistent with the Sampson County Land Use Plan.

Marilyn Brooks moved to approve the motion. The motion was seconded by Jason Tyndall.

Ayes: Unanimous

**REZONING – TM Johnson**

**R22-05**

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**General Information:** Rezone a 29.33- acre tract from Residential (R) to Residential Agriculture (RA) status, Sampson County water is available, individual septic

**Location:** Plain View Hwy                      **Parcel #:** 14021438301

**Owner:** Thomas Matt Johnson

**Applicant:** Thomas Matt Johnson

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

**Proposed Zoning District:** Residential Agriculture (RA)

**Land Use Plan:** Residential Growth

Attorney Starling presented the staff report for the rezoning request of Thomas Johnson. Mr. Starling stated that the proposed RA zoning would be consistent with the Sampson County Land Use Plan due to the proximity of other RA zoning to the North and East and to the South on the opposite side of Plain View Highway. Mr. Starling offered the staff recommendation to approve the proposed rezoning.

Chairman Crumpler asked if there were any questions from the Planning Board members or if there were any members of the public who wished to speak about the request. There were no concerns voiced by the Planning Board, and no one in attendance asked to address the Board.

Chairman Crumpler asked the board if a motion would be made to recommend approval of the Thomas Johnson rezoning request based on its consistency with the Sampson County Land Use Plan.

Jay Darden moved to approve the motion. The motion was seconded by Marilyn Brooks

Ayes: Unanimous

Chairman Crumpler asked if there were any other items on the agenda. Attorney Starling stated that there were no additional items to discuss; however, there would be two rezoning requests for consideration at the August 8, 2022, Planning Board meeting.

Chairman Crumpler asked for a motion to adjourn.

Jason Tyndall moved to approve the motion. The motion was seconded by Marilyn Brooks.

Ayes: Unanimous

The Planning Board adjourned at 06:15pm.

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Houston Crumpler, III, Chairman

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Karen Carter, Secretary

## REQUEST SUMMARY

**Application Number:** R22-03

**Property Location:** Plain View Hwy.

**Request:** Rezone from the Residential (R) Zoning District to the Commercial (C) Zoning District.

**Acreage:** 15 acres

**Applicant:** BHJ Properties, LLC

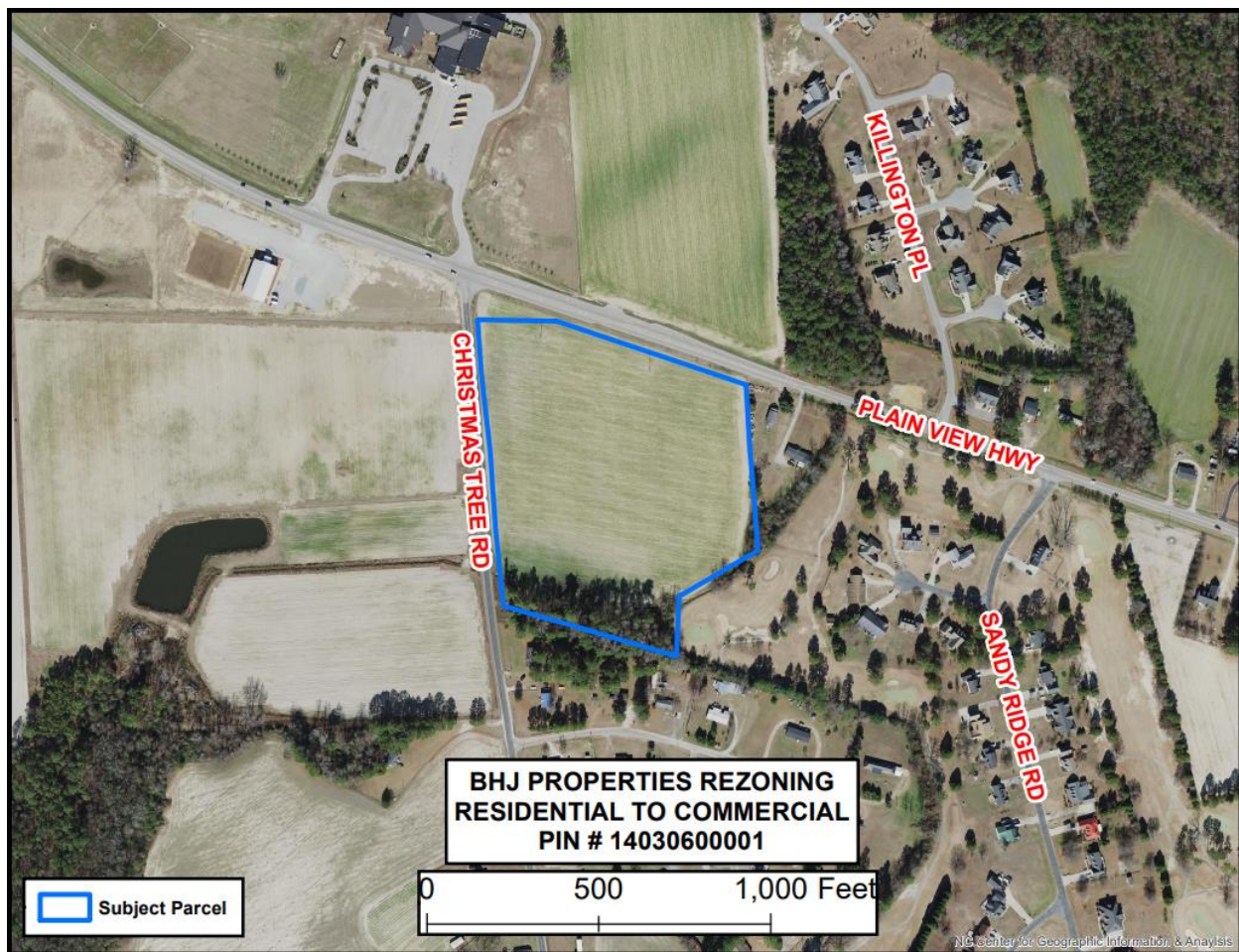
**Existing Land Use:** Vacant

**Property Owner:** BHJ Properties, LLC

**Current Zoning:** Residential (R)

**Tax Map Number:** 14030600001

**Proposed Zoning:** Commercial (C)



## **STAFF RECOMMENDATION**

Staff is recommending approval of the proposed rezoning from a designation of Residential (R) to Commercial (C). The proposed rezoning is consistent with the Sampson County Land Use Plan and with the existing Commercial (C) zoning designation and use of property to the north, located across Plain View Hwy. It is generally good zoning practice to have a consistent zoning designation on either side of an existing road, to provide balance and minimize any adverse land use impacts. The Planning Board heard this case at their July 12, 2022 meeting and voted to recommend approval of the request for rezoning to the Board of Commissioners.

## **COMPATIBILITY WITH ADOPTED PLANS**

The Sampson County Land Use Plan classifies this site as being within the Residential Growth land use designation.

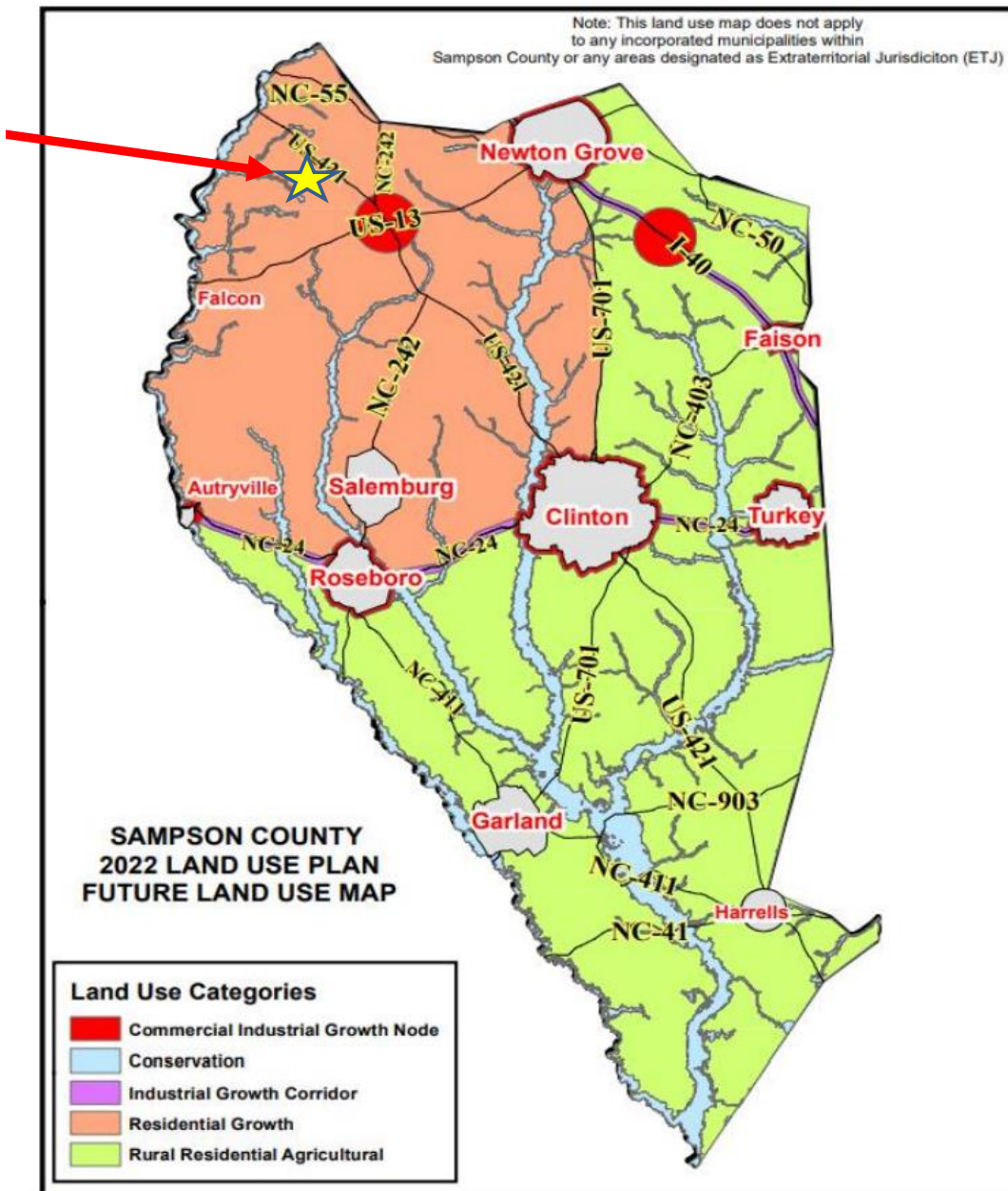
The Residential Growth area is identified as being an area that supports low to medium density residential development that intermingles with commercial uses that meet location criteria and that serve the surrounding neighborhoods and communities in the immediate area.

Locational criteria for non-residential uses include frontage and access to a major State highway or secondary road, proximity to similar uses and spatial separation from non-compatible uses such as existing residential development. Land uses within this category would develop with public water and with or without public sewer.

- **Corresponding Zoning District:** Residential Agricultural (RA), Residential (R), Mixed Residential District (MRD)
- **Appropriate Uses:** low to medium density residential development, commercial/public institutional development meeting locational criteria intended to serve immediate surrounding areas.
- **Inappropriate Uses:** high-density residential development, uses detrimental to agriculture, large commercial development, industrial development.

This proposed rezoning would be consistent with the Sampson County Land Use Plan due to the property having direct frontage on Plain View Hwy. and separation from non-compatible uses such as existing residential development.

SITE  
LOCATION





## **SYNOPSIS OF SITE AND SURROUNDING INFRASTRUCTURE**

The subject property currently consists of vacant farmland. The 15 acres proposed to be rezoned has direct frontage on Plain View Hwy. and Christmas Tree Rd. The use of adjacent properties are agricultural uses, residences, small business, and County Buildings. County water is available to the site, however, there is no sewer service.

### **Environmental Site Conditions**

- **Flood** – The parcel proposed to be rezoned is not located within the regulated floodplain.
- **Wetlands** – Wetlands are not present.

### **Fire Service Protection**

- Fire service to the site is provided by the Plain View Volunteer Fire Department.

### **Surrounding Zoning and Land Use**

- The surrounding properties are zoned Residential (R), Residential Agricultural (RA) and Commercial (C).

### **Water & Sewer Utilities**

- County water is available, and there are no sewer utilities.

### **Traffic Impacts & ADT**

Traffic Count Year	Road Name	Average Trips per day (ATD) – Actual	Capacity (ATD)
2020	Plain View Hwy.	4,000	15,500

The uses allowed in the Commercial (C) Zoning District have the potential to generate a mild to significant increase in traffic. However, it is not anticipated that traffic to be generated by the proposed commercial use of this property will exceed the maximum capacity of this road.

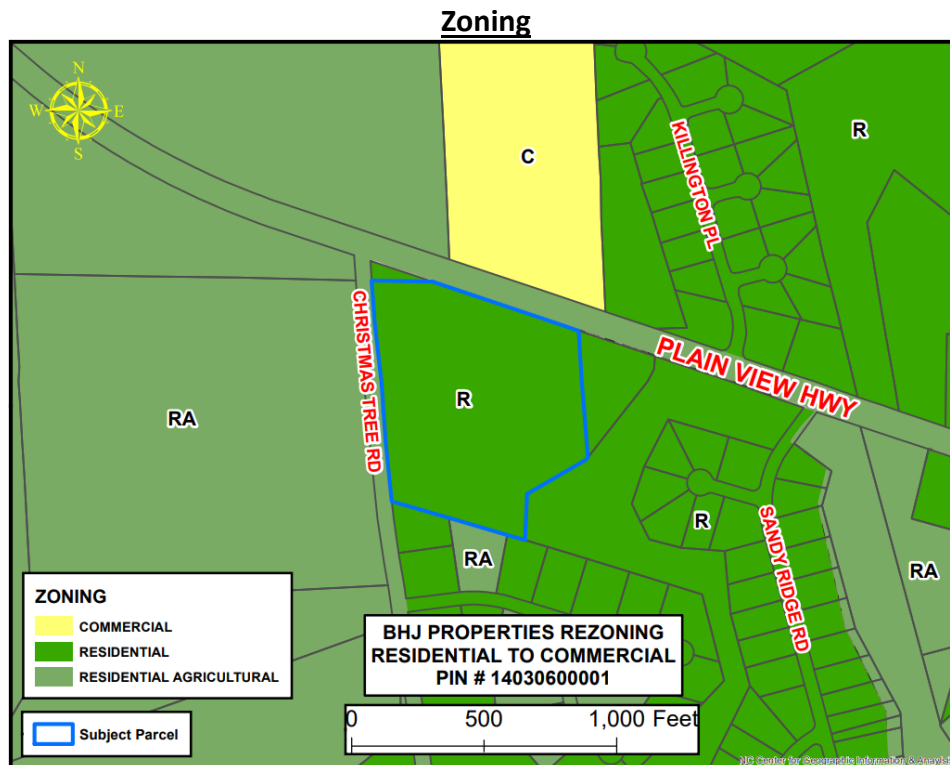
## District Schools

- Plain View Elementary School; Hobbton Middle School; Hobbton High School

## ZONING DISTRICT COMPARISON – Commercial (C) to Residential Agricultural (R)

The subject property is currently zoned Residential (R). The purpose of the Residential (R) Zoning District is to provide a residential environment for stick-built, single-family homes 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.

The subject property is proposed to be located Commercial (C) Zoning District. The purpose of the Commercial (C) Zoning District is to accommodate commercial uses that are essential services intended to serve the community's needs. It is important that each commercial district be located where there is appropriate traffic access and proper infrastructure to conduct business. In additions, commercial business should not be detrimental to the public health, safety, or general welfare.





**ZONING COMPARISON TABLE**

Residential (R)	Commercial (C)
<p>10,000 sq ft minimum lot size (public water &amp; sewer available)                      25,000 sq ft minimum lot size (public water w/ no sewer available)                      30,000 sq ft minimum lot size (no public water &amp; no public sewer)</p>	<p>40,000 sq ft minimum lot size</p> <p>For multi-family development there shall be no more than 6 units per acre</p>
<p><b>PERMITTED USES</b>                      Government Buildings                      **Volunteer Fire Station                      **Ambulance/EMS                      Parks/Playground                      *Cemetery (Private)                      **Athletic Field/Facilities                      **Bed &amp; Breakfast</p> <p><b>Residential Uses</b>                      Single-Family Dwelling                      Modular Home</p> <p><b>(THIS IS NOT A COMPLETE LIST OF USES, JUST AN OVERVIEW OF CERTAIN TYPES)</b></p> <p>*Special Requirements                      **Special Use</p>	<p><b>PERMITTED USES</b>                      Government Buildings                      Child Care Center                      **Weapons Range                      Baseball Hitting Facility                      Zoo                      Hotel/Motel                      Farm Equipment Sales                      Convenience Store/Gas Station                      Grocery Store                      Tobacco Shop</p> <p><b>Residential Uses</b>                      *Single-Family Dwelling                      *Dwelling Multi-Family                      Manufactured Home Park</p> <p><b>(THIS IS NOT A COMPLETE LIST OF USES, JUST AN OVERVIEW OF CERTAIN TYPES)</b></p> <p>*Special Requirements                      **Special Use</p>

## **ATTACHMENT 1**

### **APPROVAL OF REZONING PROPERTY FROM RESIDENTIAL (R) TO COMMERCIAL (C)**

WHEREAS, BHJ Properties, LLC, has submitted a petition to rezone Tax Parcel 14030600001 from Residential Agricultural (R) to Commercial (C); and,

WHEREAS, The Sampson County Land Use Plan places the proposed rezoning area in the Residential Growth category, and,

WHEREAS, the appropriate land uses identified for the Residential Growth are low to medium density residential, along with commercial development meeting locational criteria; and,

WHEREAS, the Commercial (C) Zoning District is intended to accommodate many commercial uses that are essential services that benefit a community. It is also important that each commercial district be located with appropriate traffic access and proper infrastructure to conduct business. Each new request will be reviewed so that the business and its location will not be detrimental to the public health safety or general welfare; and,

WHEREAS, the types of uses allowed in the Commercial (C) Zoning District align with the main purpose and intent of the Residential Growth Land Use Category; and,

WHEREAS, the Sampson County Board of Commissioners finds that the proposed rezoning is consistent with the Sampson County Land Use Plan; and,

WHEREAS, the proposed Rezoning is therefore considered reasonable and in the public interest.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

- A. A. The Official Zoning Map is hereby amended to classify Tax Parcel 14030600001 as Commercial (C).
- B. The above amendment is effective upon the adoption of this Ordinance. Adopted this 11<sup>th</sup> day of July 2022.

SAMPSON COUNTY  
BOARD OF COMMISSIONERS

ATTEST:

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Susan J. Holder, Clerk to the Board

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Sue Lee, Chairman

**ATTACHMENT 2**

**RESOLUTION DENYING THE PETITION TO REZONE PROPERTY FROM RESIDENTIAL (R) TO COMMERCIAL (C)**

WHEREAS, BHJ Properties, LLC, has submitted a petition to rezone Tax Parcel 14030600001 from Residential Agricultural (R) to Commercial (C); and,

WHEREAS, The Sampson County Land Use Plan places the proposed rezoning area in the Residential Growth category; and,

WHEREAS, The Commercial (C) Zoning District is not consistent with the Residential Growth category and is not appropriate; and,

WHEREAS, the Sampson County Board of Commissioners finds that the proposed rezoning is not consistent with the Sampson County Land Use Plan; and,

WHEREAS, the proposed rezoning request would encourage development that could negatively impact properties located in close proximity; and,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT: the petition to classify Tax Parcel 14030600001 as Commercial (C) is hereby DENIED

Adopted this 11<sup>th</sup> day of July 2022.

SAMPSON COUNTY  
BOARD OF COMMISSIONERS

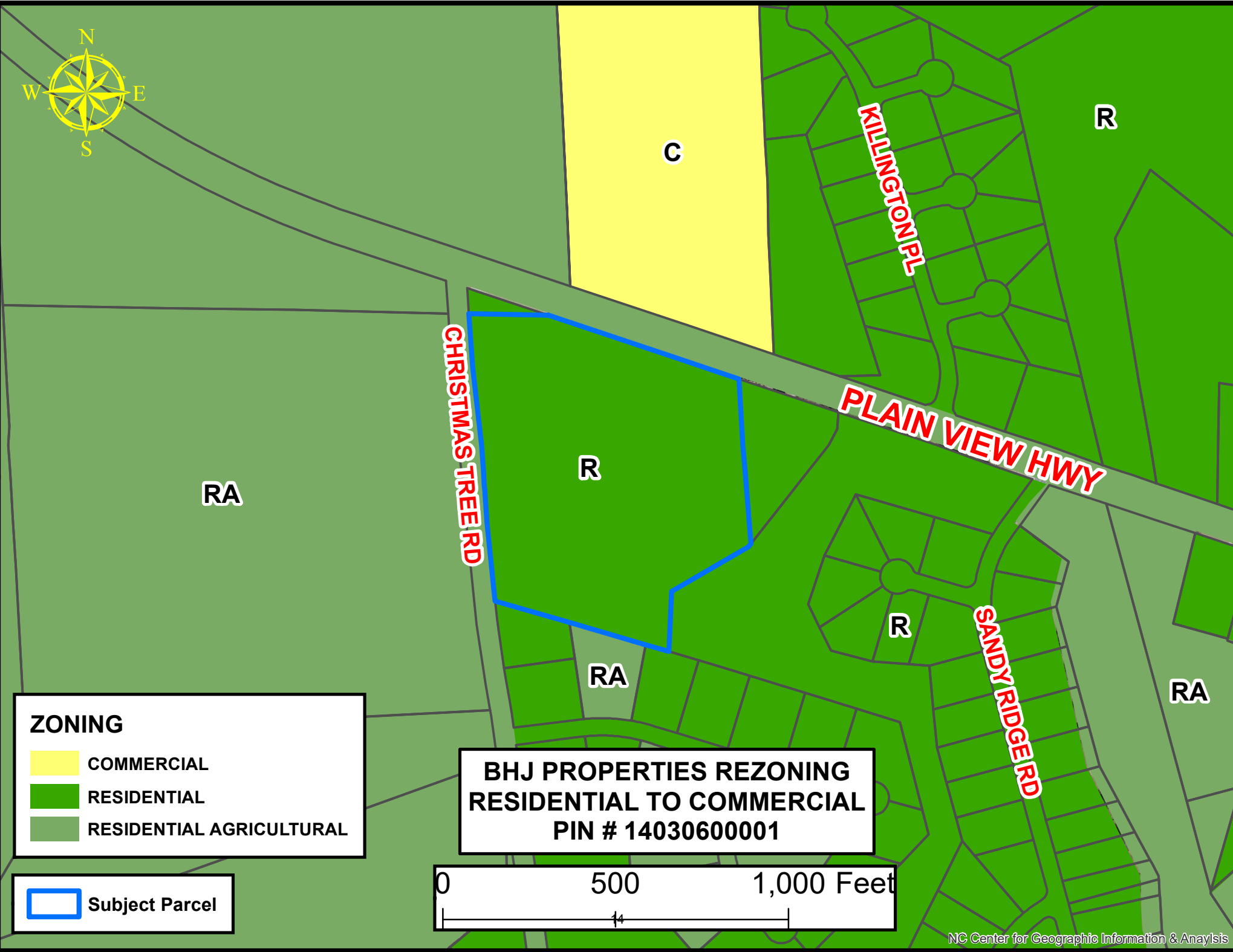
ATTEST:

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Susan J. Holder, Clerk to the Board

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Sue Lee, Chairman

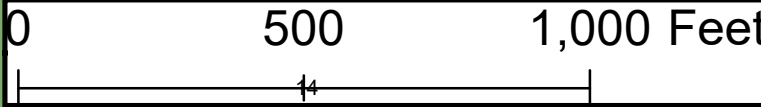


**ZONING**

-  COMMERCIAL
-  RESIDENTIAL
-  RESIDENTIAL AGRICULTURAL

 Subject Parcel

**BHJ PROPERTIES REZONING  
RESIDENTIAL TO COMMERCIAL  
PIN # 14030600001**





**REZONING HEARING NOTICE**

A rezoning application to rezone tax parcel 14030600001 from the Residential (R) Zoning District to the Commercial (C) Zoning District has been submitted for this property.

The Sampson County Board of Commissioners will hold a public hearing during their meeting on Monday, August 1st, 2022, to hear the rezoning request. The meeting will be held at 6:00 pm at 437 Rowan Rd., Clinton, NC, in the County Auditorium of the Sampson County Board of Education.

The Board will consider the following.

- A. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
- B. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely the interest of an individual or small group.
- C. There is convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change.
- D. There is convincing demonstration that the character of the neighborhood will not be materially or adversely affected by any use permitted in the proposed change.
- E. The proposed change is in accord and consistent with the Land Use Plan. A comment by the Board that a proposed amendment is inconsistent with the Land Use Plan shall not preclude consideration or approval of the proposed amendment.

Please contact me at 910-592-0146 if you have any questions or concerns.

Karen Carter  
Interim Planner

## SAMPSON COUNTY PLANNING & ZONING

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July 18, 2022

BHJ Properties, LLC.  
Brandon Johnson  
P.O. Box 862  
Dunn, NC 28334

Dear BHJ Properties, LLC:

According to Sampson County tax records, your property is parcel number 14030600001 located at Plainview Hwy. A rezoning application to rezone from the Residential (R) Zoning District to the Commercial (C) Zoning District, has been submitted for this property.

The Sampson County Board of Commissioners will hold a public hearing during their meeting on Monday, August 1st, 2022, to hear the rezoning request. The meeting will be held at 6:00 pm at 437 Rowan Rd., Clinton, NC, in the County Auditorium of the Sampson County Board of Education.

The Board shall consider the application and comments at the hearing and will make a decision for approval or denial considering the following:

- A. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
- B. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely the interest of an individual or small group.
- C. There is convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change.
- D. There is convincing demonstration that the character of the neighborhood will not be materially or adversely affected by any use permitted in the proposed change.
- E. The proposed change is in accord and consistent with the Land Use Plan. A comment by the Board that a proposed amendment is inconsistent with the Land Use Plan shall not preclude consideration or approval of the proposed amendment.

Please contact me at 910-592-0146 if you have any questions or concerns.

Sincerely,

Karen Carter  
Interim Planner

## SAMPSON COUNTY PLANNING & ZONING

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July 18th, 2022

Dear Property Owner:

According to Sampson County tax records, your property is adjacent to tax parcel 14030600001 located on Plainview Hwy. A rezoning application to rezone from the Residential (R) Zoning District to the Commercial (C) Zoning District, has been submitted for this property.

The Sampson County Board of Commissioners will hold a public hearing during their meeting on Monday, August 1st, 2022, to hear the rezoning request. The meeting will be held at 6:00 pm at 437 Rowan Rd., Clinton, NC, in the County Auditorium of the Sampson County Board of Education.

The Board will consider the following.

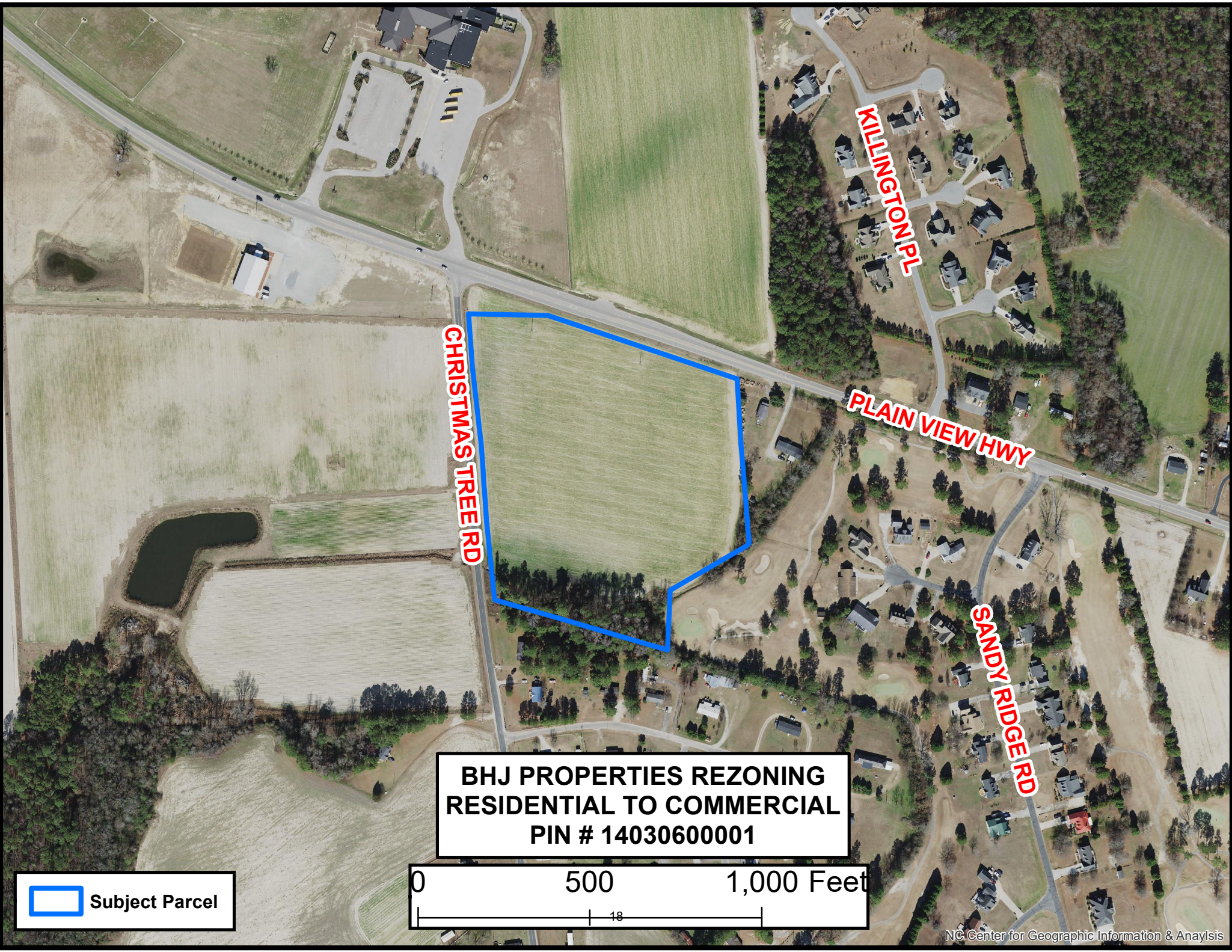
- A. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
- B. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely the interest of an individual or small group.
- C. There is convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change.
- D. There is convincing demonstration that the character of the neighborhood will not be materially or adversely affected by any use permitted in the proposed change.
- E. The proposed change is in accord and consistent with the Land Use Plan. A comment by the Board that a proposed amendment is inconsistent with the Land Use Plan shall not preclude consideration or approval of the proposed amendment.

Please contact me at 910-592-0146 if you have any questions or concerns.

Sincerely,

Karen Carter  
Interim Planner





**CHRISTMAS TREE RD**

**KILLINGTON PL**

**PLAIN VIEW HWY**

**SANDY RIDGE RD**

**BHJ PROPERTIES REZONING  
RESIDENTIAL TO COMMERCIAL  
PIN # 1403060001**

 **Subject Parcel**

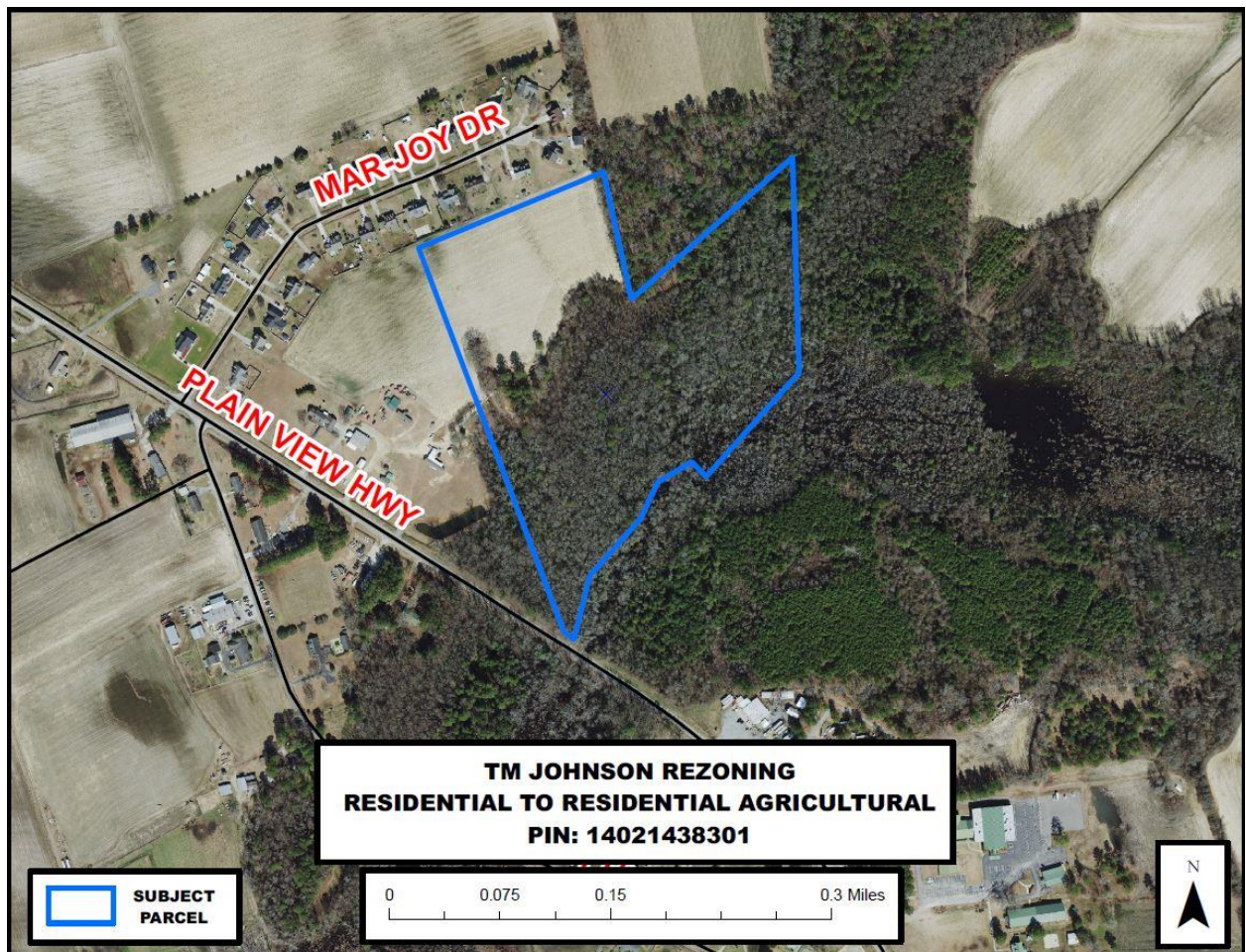




**REQUEST SUMMARY**

<b>Application Number:</b> R22-05	<b>Property Location:</b> 280 Mar-Joy Drive
<b>Request:</b> Rezone from the Residential (R) Zoning District to the Residential Agricultural (RA) Zoning District.	<b>Acreage:</b> 29.33 acres
<b>Applicant:</b> Thomas Matt Johnson	<b>Existing Land Use:</b> Vacant
<b>Property Owner:</b> Thomas Matt Johnson	<b>Current Zoning:</b> Residential (R)
<b>Tax Map Number:</b> 14021438301	<b>Proposed Zoning:</b> Residential Agricultural (RA)

**Aerial Map**



## STAFF RECOMMENDATION

Staff is recommending approval of the proposed rezoning from a designation of Residential (R) to Residential Agricultural (RA). The proposed rezoning is consistent with the Sampson County Land Use Plan and with the existing Residential Agricultural (RA) zoning designation of property to the north and east, and to the south across Plain View Hwy. It is good zoning practice to have a consistent zoning designation on either side of an existing road, to provide land use balance and minimize any adverse impacts from incompatible uses. While this is a “straight” rezoning (not Conditional), for the Board’s information, the applicant is proposing to use the property for a single-family dwelling and a detached building. The Planning Board heard this case at their July 12, 2022 meeting and voted to recommend approval of the request for rezoning to the Board of Commissioners.

## COMPATIBILITY WITH ADOPTED PLANS

The Sampson County Land Use Plan (see following page) classifies this site as being within the “Residential Growth” land use category.

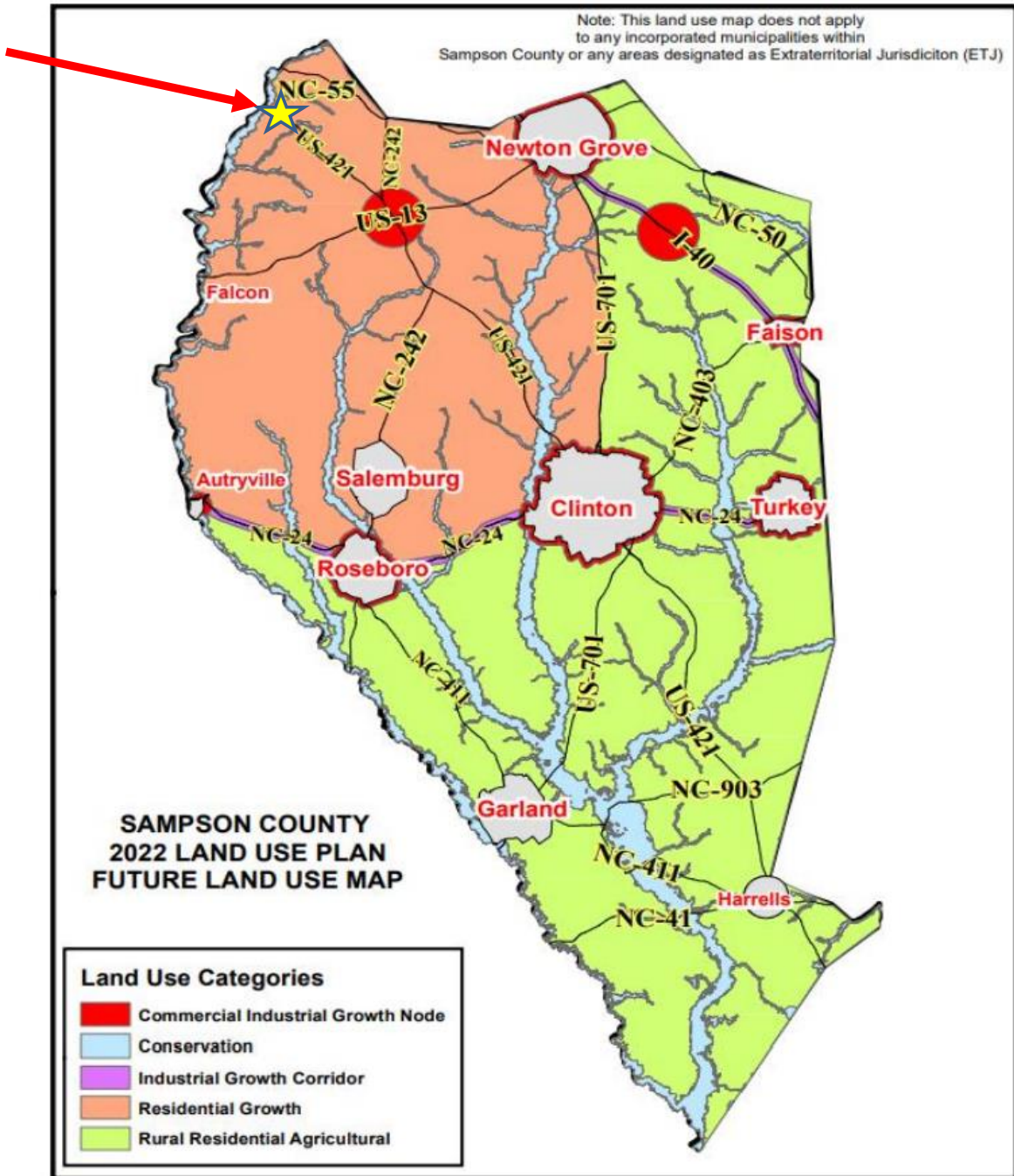
The Residential Growth land use category is identified as being an area that supports low to medium density residential development that intermingles with commercial uses that meet location criteria and that serve the surrounding neighborhoods and communities in the immediate area.

Locational criteria for non-residential uses include frontage and access to a major State highway or secondary road, proximity to similar uses and spatial separation from non-compatible uses such as existing residential development. Land uses within this category would develop with public water and with or without public sewer.

- **Corresponding Zoning District:** Residential Agricultural (RA), Residential (R), Mixed Residential District (MRD)
- **Appropriate Uses:** low to medium density residential development, commercial/public institutional development meeting locational criteria intended to serve immediate surrounding areas.
- **Inappropriate Uses:** high-density residential development, uses detrimental to agriculture, large commercial development, industrial development.

The proposed RA zoning would be consistent with the Sampson County Land Use Plan due to the property having direct frontage on Plain View Hwy. and separation from non-compatible uses such as existing residential development.

**SITE  
LOCATION**



## **SYNOPSIS OF SITE CONDITIONS AND SURROUNDING INFRASTRUCTURE**

The subject property currently consists of farmland and wooded acreage. The acres proposed to be rezoned has direct frontage on Plain View Hwy. and Mar-Joy Road. The use of adjacent properties are agricultural uses and residences. County water is available to the site, however, there is no sewer service.

### **Environmental Site Conditions**

- **Flood** – The parcel proposed to be rezoned is not located within the regulated floodplain.
- **Wetlands** – Wetlands are not present.

### **Fire Service Protection**

- Fire service to the site is provided by the Plain View Volunteer Fire Department.

### **Surrounding Zoning and Land Use**

- The surrounding properties are zoned Residential (R) and Residential Agricultural (RA).

### **Water & Sewer Utilities**

- County water is available, and there are no sewer utilities.

### **Traffic Impacts & ADT**

The uses allowed in the RA Zoning District have the potential to generate a mild to significant increase in traffic. However, it is not anticipated that traffic to be generated by the use of this property will exceed the maximum capacity of this road.

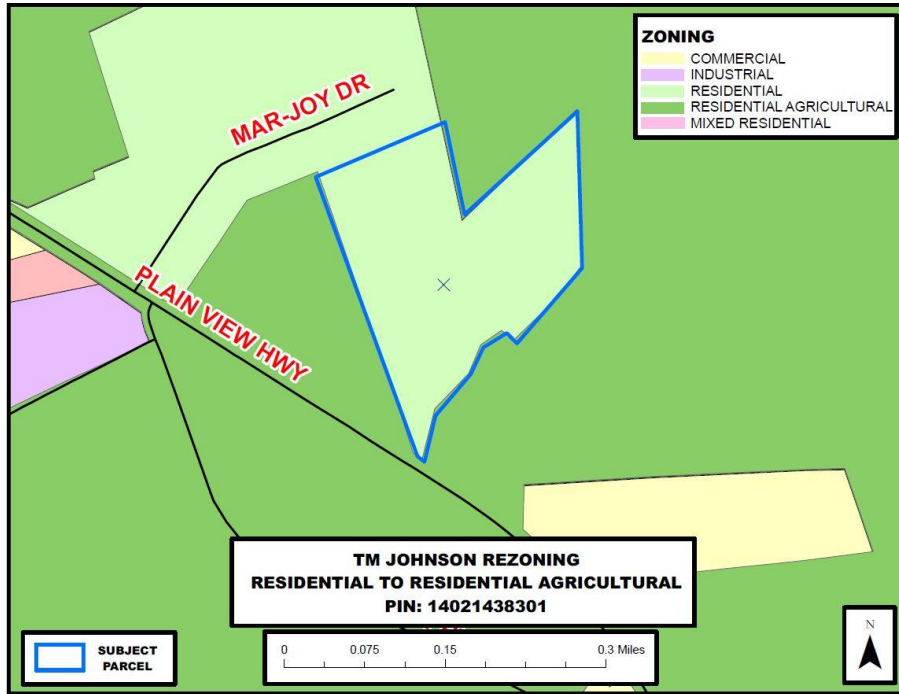
Traffic Count Year	Road Name	Average Trips per day (ATD) – Actual	Capacity (ATD)
2020	Plain View Hwy.	4,000	15,500

### **District Schools**

- Plain View Elementary School; Hobbton Middle School; Hobbton High School



### Zoning (current)



### ZONING DISTRICT COMPARISON – Residential (R) to Residential Agricultural (RA)

The subject property is currently zoned Residential (R). The purpose of the Residential (R) Zoning District is to provide a residential environment for stick-built, single-family homes 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.

The subject property is proposed to be rezoned for Residential Agricultural (RA). The RA Zoning District provides an environment for residential use at densities that correspond with the available services and general farming operations as defined herein. It is intended to protect the agricultural sections of the community from an increase of urban density development that would make the land less suitable for farms and to protect residential development that is primarily dependent on private wells and septic tanks to insure a safe and healthy living environment. In addition, some uses that are necessary in a rural environment, which are nonresidential in nature may be allowed as a special requirement or by special use.

**Zoning Comparison Table**

Residential (R)	Residential Agricultural (RA)
<p>10,000 sq ft minimum lot size (public water &amp; sewer available)            25,000 sq ft minimum lot size (public water w/ no sewer available)            30,000 sq ft minimum lot size (no public water &amp; no public sewer)</p>	<p>10,000 sq ft minimum lot size (public water &amp; sewer available)            25,000 sq ft minimum lot size (public water w/ no sewer available)            30,000 sq ft minimum lot size (no public water &amp; no public sewer)</p>
<p align="center"><b>PERMITTED USES</b></p> <p align="center"><b>Residential Uses</b>            Single-Family Dwelling            Modular Home            Accessory Dwelling Unit *</p> <p align="center">*Special Requirements</p>	<p align="center"><b>PERMITTED USES</b></p> <p align="center"><b>Residential Uses</b>            Single-Family Dwelling            Manufactured Home            Modular Home            Apartment *            Townhouse*            Manufactured Home Park**            Accessory Dwelling Unit*</p> <p align="center">*Special Requirements            **Special Use</p>

## ATTACHMENT 1

### APPROVAL OF REZONING PROPERTY FROM RESIDENTIAL (R) TO RESIDENTIAL AGRICULTURAL (RA)

WHEREAS, Thomas Matt Johnson, has submitted a petition to rezone Tax Parcel 14021438301 from Residential (R) to Residential Agricultural (RA); and,

WHEREAS, The Sampson County Land Use Plan places the proposed rezoning area in the Residential Growth category, and,

WHEREAS, the appropriate land uses identified for the Residential Growth area low to medium density residential, along with commercial development meeting locational criteria; and,

WHEREAS, the RA Zoning District is intended to provide an environment for residential use at densities that correspond with the available services and general farming operations and to protect the agricultural sections of the community from an increase of urban density development that would make the land less suitable for farms and to protect residential development that is primarily dependent on private wells and septic tanks to insure a safe and healthy living environment; and,

WHEREAS, the types of uses allowed in the Residential Agricultural (RA) District align with the main purpose and intent of the Residential Growth Land Use Category; and,

WHEREAS, the Sampson County Board of Commissioners finds that the proposed rezoning is consistent with the Sampson County Land Use Plan; and,

WHEREAS, the proposed Rezoning is therefore considered reasonable and in the public interest.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

- A. A. The Official Zoning Map is hereby amended to classify Tax Parcel 14021438301 as Residential Agricultural (RA)
- B. The above amendment is effective upon the adoption of this Ordinance. Adopted this 1<sup>st</sup> day of August 2022.

SAMPSON COUNTY  
BOARD OF COMMISSIONERS

ATTEST:

---

Susan J. Holder, Clerk to the Board

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Sue Lee, Chairman

**ATTACHMENT 2**

**RESOLUTION DENYING THE PETITION TO REZONE PROPERTY FROM RESIDENTIAL (R) TO RESIDENTIAL AGRICULTURAL (RA)**

WHEREAS, BHJ Properties, LLC, has submitted a petition to rezone Tax Parcel 14030600001 from Residential Agricultural (R) to Residential Agricultural (RA) and,

WHEREAS, The Sampson County Land Use Plan places the proposed rezoning area in the Residential Growth category; and,

WHEREAS, The Residential Agricultural (RA) Zoning District is not consistent with the Residential Growth category and is not appropriate; and,

WHEREAS, the Sampson County Board of Commissioners finds that the proposed rezoning is not consistent with the Sampson County Land Use Plan; and,

WHEREAS, the proposed rezoning request would encourage development that could negatively impact properties located in close proximity; and,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT: the petition to classify Tax Parcel 14021438301 as Residential Agricultural (RA) is hereby DENIED

Adopted this 1<sup>st</sup> Day of August 2022.

SAMPSON COUNTY  
BOARD OF COMMISSIONERS

ATTEST:

\_\_\_\_\_  
Susan J. Holder, Clerk to the Board

\_\_\_\_\_  
Sue Lee, Chairman

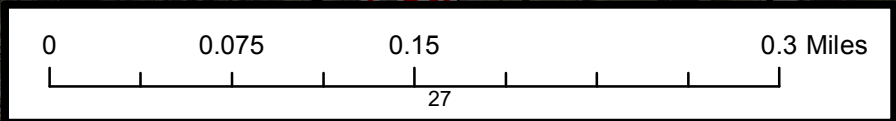


**MAR-JOY DR**

**PLAIN VIEW HWY**

**TM JOHNSON REZONING  
RESIDENTIAL TO RESIDENTIAL AGRICULTURAL  
PIN: 14021438301**

 **SUBJECT  
PARCEL**





**ZONING**

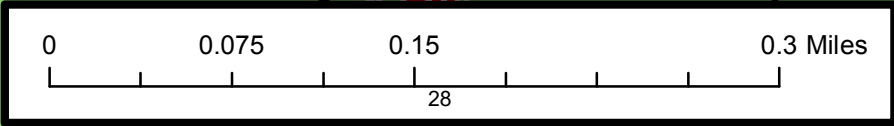
- COMMERCIAL
- INDUSTRIAL
- RESIDENTIAL
- RESIDENTIAL AGRICULTURAL
- MIXED RESIDENTIAL

**MAR-JOY DR**

**PLAIN VIEW HWY**

**TM JOHNSON REZONING  
RESIDENTIAL TO RESIDENTIAL AGRICULTURAL  
PIN: 14021438301**

**SUBJECT  
PARCEL**



## SAMPSON COUNTY PLANNING & ZONING

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July 18, 2022,

Thomas Matt Johnson  
700 Woodall Dairy Rd  
Benson, NC 27504

Dear Thomas Matt Johnson:

According to Sampson County tax records, your property is parcel number 14099120004 located at 280 Mar-Joy Dr. Dunn, NC 28334. A rezoning application to rezone from the Residential (R) Zoning District to the Residential Agricultural (RA) Zoning District, has been submitted for this property.

The Sampson County Board of Commissioners will hold a public hearing during their meeting on Monday, August 1st, 2022, to hear the rezoning request. The meeting will be held at 6:00 pm at 437 Rowan Rd., Clinton, NC, in the County Auditorium of the Sampson County Board of Education.

The Board shall consider the application and comments at the hearing and will make a decision for approval or denial considering the following:

- A. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
- B. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely the interest of an individual or small group.
- C. There is convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change.
- D. There is convincing demonstration that the character of the neighborhood will not be materially or adversely affected by any use permitted in the proposed change.
- E. The proposed change is in accord and consistent with the Land Use Plan. A comment by the Board that a proposed amendment is inconsistent with the Land Use Plan shall not preclude consideration or approval of the proposed amendment.

Please contact me at 910-592-0146 if you have any questions or concerns.

Sincerely,

Karen Carter  
Interim Planner



**REZONING HEARING NOTICE**

A rezoning application to rezone tax parcel 14099120004 from the Residential (R) Zoning District to the Residential Agricultural (RA) Zoning District has been submitted for this property.

The Sampson County Board of Commissioners will hold a public hearing during their meeting on Monday, August 1st, 2022, to hear the rezoning request. The meeting will be held at 6:00 pm at 437 Rowan Rd., Clinton, NC, in the County Auditorium of the Sampson County Board of Education.

The Board will consider the following.

- A. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
- B. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely the interest of an individual or small group.
- C. There is convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change.
- D. There is convincing demonstration that the character of the neighborhood will not be materially or adversely affected by any use permitted in the proposed change.
- E. The proposed change is in accord and consistent with the Land Use Plan. A comment by the Board that a proposed amendment is inconsistent with the Land Use Plan shall not preclude consideration or approval of the proposed amendment.

Please contact me at 910-592-0146 if you have any questions or concerns.

Karen Carter  
Interim Planner

## SAMPSON COUNTY PLANNING & ZONING

---



July 18, 2022

Dear Property Owner:

According to Sampson County tax records, your property is adjacent to tax parcel 14099120004 located at 280 Mar-Joy Dr. Dunn, NC. A rezoning application to rezone from the Residential (R) Zoning District to the Residential Agricultural (RA) Zoning District, has been submitted for this property.

The Sampson County Board of Commissioners will hold a public hearing during their meeting on Monday, August 1st, 2022, to hear the rezoning request. The meeting will be held at 6:00 pm at 437 Rowan Rd., Clinton, NC, in the County Auditorium of the Sampson County Board of Education.

The Board will consider the following.

- A. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
- B. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely the interest of an individual or small group.
- C. There is convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change.
- D. There is convincing demonstration that the character of the neighborhood will not be materially or adversely affected by any use permitted in the proposed change.
- E. The proposed change is in accord and consistent with the Land Use Plan. A comment by the Board that a proposed amendment is inconsistent with the Land Use Plan shall not preclude consideration or approval of the proposed amendment.

Please contact me at 910-592-0146 if you have any questions or concerns.

Sincerely,

Karen Carter  
Interim Planner

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (a)

Meeting Date: August 1, 2022	<input type="checkbox"/>	Information Only	<input checked="" 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
	<input type="checkbox"/>		<input type="checkbox"/>	

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**SUBJECT:** Public Hearing - Expenditure for Economic Development Purposes  
(Exercise of Option for Acquisition of Warren Property)

**DEPARTMENT:** Legal/Economic Development

**PUBLIC HEARING:** Yes (requesting to continue the hearing)

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

**PURPOSE:** Will request continuation of public hearing

**ATTACHMENTS:** Attorney Memo; Public Hearing Notice; Resolution

**BACKGROUND:**

Pursuant to G.S. 158-7.1, the County is required to hold a public hearing before expending money for the purchase of an interest in real property. We had advertised for a hearing with the expectation of exercising the previously approved option for purchase of ten (10) parcels lying within or in the immediate vicinity of the Town of Newton Grove. Sampson County Economic Development Commission staff is requesting that the Board continue the public hearing and consideration of the exercise of the option to the October 2022 regular meeting in order to allow additional time for remaining due diligence activities to be completed.

**RECOMMENDED ACTION OR MOTION:**

Continue the hearing (do not consider adoption of the enclosed resolution until October)

NORTH CAROLINA'S  
**SAMPSON COUNTY**  
OFFICE *of the* COUNTY ATTORNEY

**MEMORANDUM**

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**TO:** Susan J. Holder  
**FROM:** Joel Starling  
**DATE:** July 20, 2022  
**RE:** Exercise of Option Agreement

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At the April 4, 2022 regular meeting, the Board of Commissioners voted to authorize the execution of an option agreement for the purchase of ten (10) parcels lying within or in the immediate vicinity of the Town of Newton Grove. The agreement calls for payment of a \$50,000 option payment, which grants the County an option to purchase the property for the total purchase price of \$2,000,00. The option expires on October 31, 2022. Since April 4, 2022, the County has been conducting various due diligence activities on the property.

Pursuant to G.S. 158-7.1, the County is required to hold a public hearing before expending money for the purchase of an interest in real property. Sampson County Economic Development Commission staff is requesting that the Board continue the public hearing and consideration of the exercise of the option to the October 3, 2022 regular meeting in order to allow additional time for remaining due diligence activities to be completed.

Materials:

1. Public Hearing Notice
2. Resolution Authorizing Exercise of Option (to be considered at the October 3, 2022 Board of Commissioners meeting)

**PUBLIC HEARING NOTICE  
SAMPSON COUNTY, NORTH CAROLINA**

A public hearing will be held by the Sampson County Board of Commissioners on August 1, 2022 at 6:00 p.m. in the County Auditorium, located at 435 Rowan Rd., Building A, Clinton, NC 28328. The Board will also accept written comments until 5:00 p.m. on April 1st via email at [susanh@sampsonnc.com](mailto:susanh@sampsonnc.com) or via US Mail to Clerk to the Board, 406 County Complex Rd., 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.

The purpose of the public hearing is to receive comments on a proposed expenditure for economic development purposes. Namely, the Board of Commissioners intends to approve the exercise of a previously negotiated option and the acquisition of a fee simple interest in the following ten parcels, which are comprised of 210.85± acres, from Willie W. Schmidt, Donald K. Schmidt, David E. Warren, Winifred J. Warren, and Joe Britt Warren, Jr.:

**Sampson County PINs 11-0113744-10, 11-0134870-01, 11-0134870-02, 11-0867080-01, 11-1063240-03, 11-1063240-07, 11-1063241-01, 11-1063240-04, 11-1063240-05, and 11-1063240-06.**

The property is located both within and to the west of the Town of Newton Grove near the intersection of Interstate 40 and Harnett-Dunn Hwy. near Exit 341, to the north and south of Raleigh St. near Warren Lake Rd., to the north of Fayetteville St., and on either side of Interstate 40 and to the north of Newton Grove Hwy. near Meadow Ln. The proposed purchase price for the real property is \$2,000,000.00, and closing costs will not exceed \$15,000. The source of funding for the option money and purchase price will be a combination of Sampson County's economic development reserve fund and its general fund.

For more information on the proposed acquisition, please contact Stephen Barrington, Executive Director, Sampson County Economic Development Commission, during regular business hours at (910) 592-8921 or at [sbarrington@sampsonedc.com](mailto:sbarrington@sampsonedc.com).

Date published: July 20, 2022



**RESOLUTION OF THE SAMPSON COUNTY BOARD OF COMMISSIONERS**

**WHEREAS**, Sampson County previously entered into an Option Agreement effective the 4th day of April, 2022 for the purchase of seven (7) tracts of real property located in Newton Grove Township, Sampson County, North Carolina and being comprised of ten (10) parcels, which are more particularly described in the Option Agreement, from Willie W. Schmidt, Donald K. Schmidt, David E. Warren, Winifred J. Warren, and Joe Britt Warren, Jr. for the purchase price of \$2,000,000.00; and

**WHEREAS**, the Sampson County Board of Commissioners now wish to exercise their option to purchase the real property described in the Option Agreement;

**NOW, THEREFORE, BE IT RESOLVED** that the Sampson County Board of Commissioners hereby instructs the Sampson County Manager to send written notice to the above-mentioned Sellers of Sampson County’s exercise of its option to purchase in accordance with the terms of the Option Agreement.

**ADOPTED**, this the 3rd day of October, 2022.

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SUE L. LEE, Chair,  
Sampson County Board of Commissioners

**ATTEST:**

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

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (b)

Meeting Date: August 1, 2022	<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:** Airport – Consideration of Clinton-Sampson Airport Hangar Lease  
(Request to Continue Matter Until September 12, 2022 Meeting)

**DEPARTMENT:** Airport/Legal

**PUBLIC HEARING:** No

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

**PURPOSE:** Continue the matter of lease consideration until the September 12, 2022 meeting

**ATTACHMENTS:** Attorney Memo; Notice of Intended Lease

**BACKGROUND:**

The County and City have been in negotiations with a prospective tenant, Moore’s Aerial Applicators, LLC and Michael K. Rivenbark, for an airport hangar lease. Under the terms of the proposed lease agreement, the tenant would lease a 1.51± acre portion of the main Airport parcel and construct an 80’ x 80’ hangar which would become the property of the County and the City. The initial lease term would be for a period of twenty (20) years, and the tenant would have the option to renew for an additional ten (10) year renewal term. As required, we had previously published notice that the Board would consider such a lease at this meeting. However, the site plan is not yet available, and the tenant’s counsel and the County have agreed to continue the matter until the September 12, 2022 regular meeting to allow the tenant additional time to prepare the required site plan and provide other information that has been requested by the County and the City.

**RECOMMENDED ACTION OR MOTION:**

Continue the matter until the September 12, 2022 meeting

NORTH CAROLINA'S  
**SAMPSON COUNTY**  
OFFICE of the COUNTY ATTORNEY

**MEMORANDUM**

---

**TO:** Susan J. Holder  
**FROM:** Joel Starling  
**DATE:** July 20, 2022  
**RE:** Clinton-Sampson Airport Hangar Lease

---

On June 30, 2022, the North Carolina General Assembly enacted a local act, S.L. 2022-21(S.B. 755), allowing Sampson County and the City of Clinton to enter into leases of up to thirty (30) years at the Clinton-Sampson Airport without following the procedures required for the sale of real property, as would otherwise be required under Article 12 of Chapter 160A of the North Carolina General Statutes. The County and City have been in negotiations with a prospective tenant, Moore's Aerial Applicators, LLC and Michael K. Rivenbark. Under the terms of the proposed lease agreement, the tenant would lease a 1.51± acre portion of the main Airport parcel and construct an 80' x 80' hangar which would become the property of the County and the City. The initial lease term would be for a period of twenty (20) years, and the tenant would have the option to renew for an additional ten (10) year renewal term.

The matter was initially noticed for the August 1, 2022 regular meeting in the expectation that the tenant's site plan would be finalized and submitted the County's engineers for review by that time. However, the site plan is not yet available, and the tenant's counsel and the County have agreed to continue the matter until the September 12, 2022 regular meeting to allow the tenant additional time to prepare the required site plan and provide other information that has been requested by the County and the City.

Materials:

1. Public Hearing Notice

PUBLIC NOTICE  
LEASE OF PROPERTY

The Sampson County Board of Commissioners and the City of Clinton Council intend to enter into a lease of the following jointly owned property located in South Clinton Township, Sampson County, North Carolina:

An approximately 1.51 acre area that is a portion of the tract or parcel of land depicted on that certain map of survey recorded in Map Book 14, Page 75 of the Sampson County Registry, which is assigned Sampson County PIN 15-0103919-01 by the Sampson County Tax Office. The leased premises abuts Barnstormers Lane to the northeast and is a portion of the real property that constitutes the Clinton-Sampson Airport.

The County and City intend to lease the above-described property to Moore's Aerial Applicators, LLC and Michael K. Rivenbark (collectively, the Tenant). In the event that the North Carolina General Assembly enacts a local act permitting the County and City to lease the property for a term of up to 30 years without following the procedures required for a sale of real property, the County and the City intend to lease the property to Tenant for a period of 20 years, and Tenant shall in such case also have an option to renew the lease for an additional 10 years. In the event that the General Assembly does not enact the local act referenced above, the County and the City intend to lease the property to the Tenant for a period of 10 years. In consideration of the lease, the Tenant will construct an approximately 80 foot by 80 foot hangar and other improvements on the jointly owned County-City property and will pay the County and City an annual rent equal to the property taxes that would be due by the Tenant if the Tenant were the owner of the leased premises and structures located thereon as well as any insurance premiums required to be paid by the County and the City to insure the leased premises and improvements and any utility charges that may be incurred by the County and City in connection with the Tenant's use of the leased premises and improvements. The amount of rent may be adjusted upward in the event that the tax rate(s) that would otherwise be applicable to the leased premises and improvements (if the Tenant owned the same) are increased or what would have been the assessed value of the leased premises and improvements (if the Tenant owned the same) is increased during a period of revaluation pursuant to G.S. 105-286. In the event that the parties enter into a 10-year lease term and do not enter into any additional leases of the leased premises thereafter, the County and City shall pay the Tenant a payment at the conclusion of the 10-year term that is equal to the appraised fair market value of the improvements constructed on the property by the Tenant, which will remain the property of the City and County.

Because the property is jointly owned by the County and the City, the lease agreement must be approved by Sampson County and the City of Clinton. All persons interested in this lease are invited to attend the regular meeting of the Sampson County Board of Commissioners, to be held in the County Auditorium, located at 437 Rowan Rd., Clinton, NC 28328, on Monday, August 1, 2022 at 6:00 p.m. At that time the Board

of Commissioners intends to authorize by resolution the lease of the property described above. All persons interested in this lease are further invited to attend the regular meeting of the Clinton City Council, to be held in the City Hall Auditorium, located at 221 Lisbon St., Clinton, NC 28328, on Tuesday, August 2, 2022 at 7:00 p.m. At that time the City Council intends to authorize by resolution the lease of the property described above.

Date published: July 2, 2022

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (c)

Meeting Date: August 1, 2022	<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 checked="" type="checkbox"/>	Water District Issue

---

**SUBJECT:** Public Works – Water System Improvements Update and Plan of Recruitment

**DEPARTMENT:** Public Works

**PUBLIC HEARING:** No

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

**PURPOSE:** To hear an update on current funded projects, grant funding applications for future projects and the response to recruitment efforts

**ATTACHMENTS:** Memo from Public Works Director

**BACKGROUND:**

Mr. Reynolds will provide an update on the progress of funded projects underway (ARPA, State grant/loan, SCIF), the status of grant applications for additional projects, and our community recruitment campaigns. He will discuss a request to remove from consideration certain roads which did not meet the minimum customer recruitment and to begin recruitment in new areas in September.

**RECOMMENDED ACTION OR MOTION:**

Consider approval of requests to recruit certain new areas and to stay the course of the priority plan previously approved until all available funds are depleted

# 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

## Current Projects:

Johnson County Phase 2-Oak Grove Church Rd	95% Complete	Waiting on Johnston Tie-in @ vault
King Road	100% Complete	
NC 403 Mag/Iron Treatment	30% Complete	Backlog for parts
Enviva Well/Treatment	95% Complete	Parts in, Finish Elect., Grant extended
Clement Expansion	5% Complete	Survey Complete Bid Late 2022
Spivey Corner/Roseboro Tanks/Boosters	5% Complete	Survey complete Bid Tanks August
South Eldridge Road	Complete	Installing taps
New wells (2)	Study	underway

## Grant Applications

Ivanhoe/Ingold/Garland	Application for grant submitted April 2022-Update
Loan grant-Enviva Well/Treatment	Application for grant submitted April 2022-Denied
Loan grant-Johnson County Ph 2	Application for grant submitted April 2022-Denied
Andrew Chapel/Old Mintz,	Application due for grant in September 2022
Claudes Drag & Fleet Cooper	(See above)-Need Resolution September mtg
Misc Roads (up to 12 roads) Under served	Need Resolution September Mtg
Direct Line Appropriation-Congress	April 2022 (\$1M) grant-Treatment plant max.

## Marketing

### 3 Community Outreach Meetings

Ivanhoe	Approximately 50 Residents
Mintz Area	Approximately 30 Residents
Lakewood School	Approximately 19 Residents



**Herring Road Area**      September-Need Permission for community meeting

Hangars, Newspaper ad, Social-Media and County Website also used for first series of roads

Road Name	Marketing Date	Deadline Date	Status Results
Lakewood School Road	May 4, 2022	July 5, 2022	Remove
Bubba Gump	May 4, 2022	July 5, 2022	Remove
NC 242	May 4, 2022	July 5, 2022	Remove
Serenity Lake Road	May 4, 2022	July 5, 2022	4 Paid Add
Welcome School Rd	June 1, 2022	August 1, 2022	1 Paid (Need 10)
Elbow	June 1, 2022	August 1, 2022	0 Paid (Need 7)
Auctioneer	June 1, 2022	August 1, 2022	4 Paid (Sys Imp)
Kenan Weeks	June 1, 2022	August 1, 2022	1 Paid (Need 7)
Suttontown Rd	June 1, 2022	August 1, 2022	5 Paid (Need 18)
Jernigan Loop	June 1, 2022	August 1, 2022	9 Paid (Need 9) Add
Elwell	June 1, 2022	August 1, 2022	0 Paid (Need 8)
East Darden	August 1, 2022	Oct 1, 2022	2 Paid (Need 4)
*Herring Rd	Sept 1, 2022	Nov 1, 2022	0 Paid (Need 87)
*Kader Merrit	Sept 1, 2022	Nov 1, 2022	0 Paid (Herring)
*Moon Johnson	Sept 1, 2022	Nov 1, 2022	0 Paid (Herring)
*Bill Town	Sept 1, 2022	Nov 1, 2022	0 Paid (Herring)
*JC Howard	Sept 1, 2022	Sept 1, 2022	0 Paid (Need 4)

\* Need Board approval to proceed with marketing

Change from last mtg

Roads removed from program

Road met goal-Add

Update on grants and projects:

- (1) Discuss updates on grant applications as listed. Grants are being discussed with Dewberry for the Mintz Road community as listed. We have identified more areas that are in the underserved categories that we plan to apply in September.

Action Items:

- (1) Need Board approval to market Herring Road, Kader-Meritt, Moon Johnson, Bill Town and JC Howard starting on September 1, 2022. Also need permission for a Herring Road community meeting in September.
- (2) Need board approval to Remove roads listed above that did not meet the minimum signup.
- (3) Need approval from the board to stay the course with our current plan that was presented to the board originally, until all funds are depleted. Staff recommends any new petitions will be reviewed, scored and placed on file in the event funds are available after the existing plan is completed.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (d)

Meeting Date: August 1, 2022	<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
	<input type="checkbox"/>		<input type="checkbox"/>	

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**SUBJECT:** Public Works – Request to Bid EM/Sheriff Storage Warehouse

**DEPARTMENT:** Public Works

**PUBLIC HEARING:** No

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

**PURPOSE:** To request authorization to bid the Emergency Services/Sheriff’s Department Storage Warehouse Project

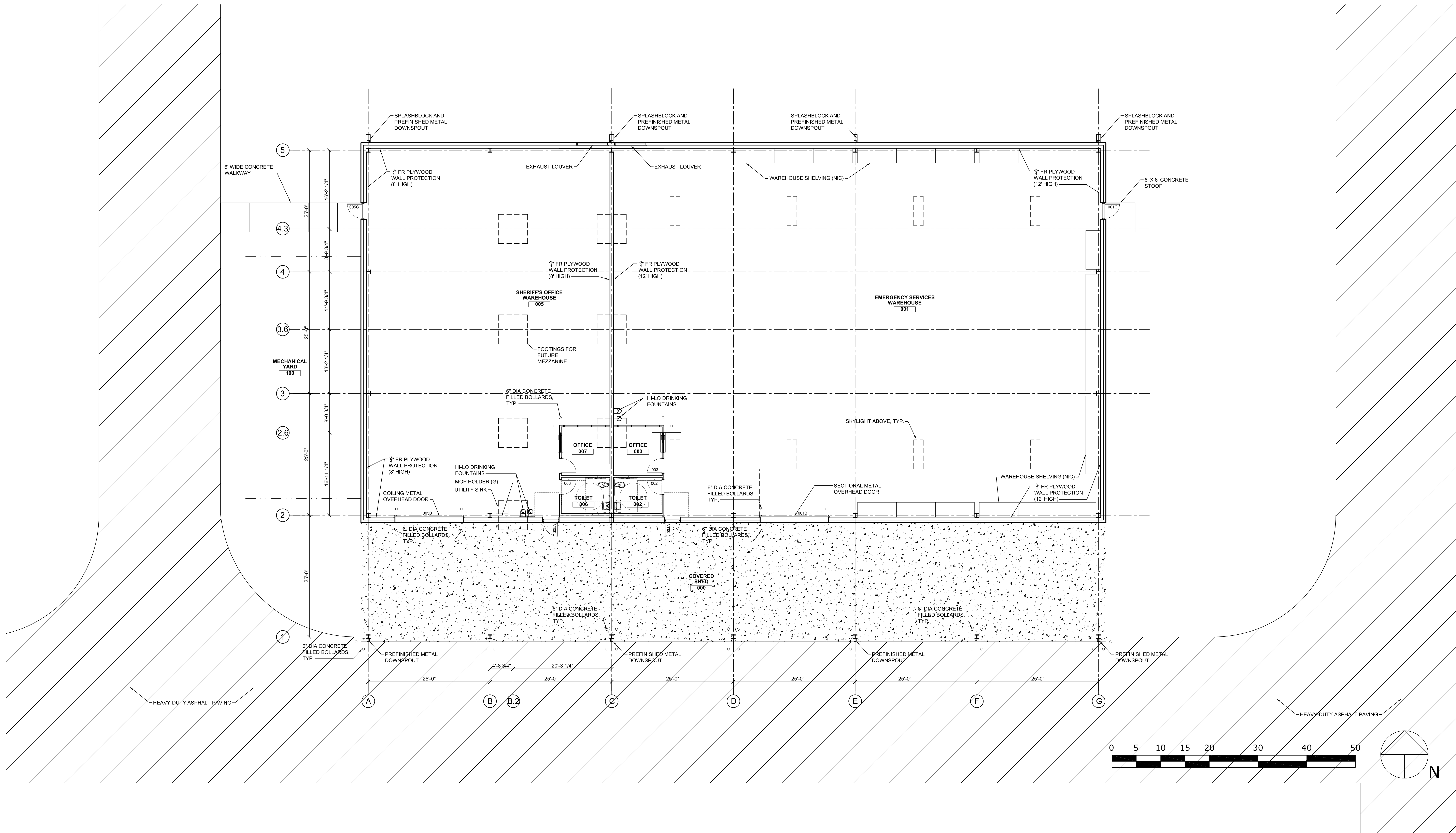
**ATTACHMENTS:** Schematic design

**BACKGROUND:**

As you will recall, the County was fortunate to receive a total of \$3.0 million in state-directed funding for the construction of a storage warehouse adjacent to both the new 911 and Emergency Services facilities and the Sampson County Sheriff’s Office. The funding was allocated at \$2.0 million for the emergency services facility needs and \$1.0 million for the Sheriff’s Department needs. Combining the funding allowed for the best use of the total funding, and the facility was designed to allocate the space by the percentage of funding received for each purpose. Our Public Works Director has worked with both entities and our architect on the design and will now request to the bid the project. The project will not exceed the grant dollars available.

**RECOMMENDED ACTION OR MOTION:**

Authorize the bidding for the EM/Sheriff Storage Warehouse



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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.      3  

Meeting Date:    August 1, 2022	<input 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 checked="" type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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**SUBJECT:**                            Consent Agenda

**DEPARTMENT:**                    Administration/Multiple Departments

**ITEM DESCRIPTIONS/ATTACHMENTS:**

**Consent Agenda - Board of Commissioners Items**

- a. Approve the minutes of the July 11, 2022 meeting
- b. Award the bid for paving of the Public Works shop yard to lowest bidder, Highland Paving Co., LLC, in the amount of \$96,515.50 and authorize execution of the contract for paving
- c. Authorize the acceptance of additional State Aid to Public Libraries funding in the amount of \$69,049 and authorize execution of the associated documents
- d. Approve a disabled veteran tax exclusion for Rodolfo Gutierrez Carrizales
- e. Approve an elderly/disabled tax exclusion for Cecelia Jones Caldwell
- f. Approve the tax refunds and releases as submitted
- g. Approve budget amendments as submitted

**Consent Agenda - Board of Health Items**

- h. Approve fee revisions as recommend by the Health Advisory Board
- i. Approve revisions to HIPAA Policy (email policy addition)
- j. Approve the execution of contracts between the Sampson County Health Department and Clinton City Schools and Sampson County Schools for school nursing services

**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, July 11, 2022, in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairperson Sue Lee, Vice Chairperson Jerol Kivett, and Commissioners Thaddeus Godwin, Lethia Lee, and Clark Wooten.

Chairperson Sue Lee called the meeting to order and acknowledged Vice Chairperson Kivett who called upon Commissioner Godwin to provide the invocation and lead the Pledge of Allegiance.

### **Approval of Agenda**

Upon a motion by Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the agenda with the following changes:

Added an Animal Shelter update by Trish Oglesby to Item 1.

#### **Item 1: Presentations**

(Walk On) Animal Shelter Update Chairperson Lee called upon Vice Chairman Kivett who introduced Dr. Bill Oglesby and Trish Oglesby. Dr. and Mrs. Oglesby have mentored Animal Shelter staff and worked with them on several Shelter improvements. Mrs. Oglesby informed the Board that since 2018, the Animal Shelter has had nothing but positive remarks from State inspectors. She added that the Shelter Director and vet technician both keep her up to date on shelter information. Mrs. Oglesby also stated that she or Dr. Oglesby visit the shelter at least once per week. Animal Shelter staff are able to do virtual visits with Dr. Oglesby, and he has made himself available to staff 24/7. Mrs. Oglesby added that the euthanasia rate is down due to positive relationships with animal rescue organizations. All Animal Shelter and Animal Control employees were given updated sanitation training. The shelter has updated cages and kennels, added humidifiers and floor dryers, added outdoor exercise areas, updated manuals, and has become very active in community events. Mrs. Oglesby stated that shelter staff do everything that they can to make these animals comfortable while they are in the shelter's care, and that she has been very pleased with the progress that has been made over the past few years. Commissioner Godwin commented that he visited the shelter earlier in the day, and it was very nice. Vice Chairperson Kivett stated that the Board is so appreciative of what Dr. and Mrs. Oglesby have done and that they go above and beyond the call of duty. Chairperson Lee acknowledged Animal Shelter Director Anna Ellis and her team for all of their excellent work. She stated that she has also visited the shelter and was impressed with the improvements.

Water Recruitment Projects Update Chairperson Lee called upon Lin Reynolds to provide an update on Water Recruitment Projects. Mr. Reynolds informed the Board that Public Works had completed two marketing campaigns, and one road (Serenity Lake Road) met the qualifications for water hookups. He stated that Jernigan Loop Road only needs one home to sign up, and he feels that someone will before the deadline in August. He added that there

has been minimal interest in the roads currently being marketed. Mr. Reynolds asked the Board for permission to move on to the next set of marketable roads. Upon a motion by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted unanimously to allow Mr. Reynolds to move on to the next phase of recruitment. Mr. Reynolds also asked the Board for permission to add East Darden Road to the marketing list. Upon a motion by Chairperson Lee and seconded by Vice Chairperson Kivett, the Board voted unanimously to add East Darden Road to the water recruitment project. Mr. Reynolds went on to explain a possible reroute of an ongoing project, reducing the length on Governor Moore Road by 1.3 miles and adding Auctioneer Road, within ARPA funding. He called on David Ross of Dewberry Engineers who explained that this route would save water line mileage and about \$400,000. Upon a motion by Vice Chairperson Kivett and seconded by Chairperson Lee, the Board voted unanimously to move the funds and proceed with the new project on Auctioneer Road. Mr. Ross then provided an update on current projects.

**Item 2: Planning & Zoning Matters**

Approval of Preliminary Plan for Harvest Hills Subdivision (26 lots on Phillips Road)  
Chairperson Lee called on Inspections and Planning Director Myron Cashwell who provided information on the proposed Harvest Hills Subdivision. This subdivision is located on Phillips Road and the subject property is located within the Residential Agricultural (RA) 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 parcels located in the regulated floodplain nor are there any proposed parcels located in the 404 wetlands. The Planning Board unanimously voted to recommend approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance. Upon a motion by Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the preliminary plat for Harvest Hills Subdivision as recommended.

Approval of Final Plan for Taylors Creek Phase III Subdivision (21 lots, Autry Mill Road)  
Mr. Cashwell informed the Board that Taylors Creek Phase III is the last subdivision to fall under the previous Ordinance and therefore requires approval by the Board of Commissioners. 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 parcels located in the regulated floodplain nor are there any proposed parcels located in the 404 wetlands. Upon a motion by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve the final plat for Taylors Creek Phase III Subdivision as recommended.

**Item 3: Action Items**

Appointment of Social Services Director  
Chairperson Lee called upon County Manager Causey who informed the Board that staff has completed their candidate assessment process for the Social Services Director vacancy, facilitated by Developmental Associates, LLC. From the assessment results, Chairperson Sue Lee, County Manager Ed Causey, and Assistant County Manager Susan Holder interviewed the two top candidates. Based upon these interviews, the



County Manager recommended Interim Social Services Director Lynn Fields for the position. Chairperson Sue Lee stated that she felt Mrs. Fields was very qualified for the position. Upon a motion by Chairperson Sue Lee and seconded by Vice Chairperson Kivett, the Board voted unanimously to appoint Lynn Fields as Social Services Director. Commissioner Lethia Lee added that Mrs. Fields is a fine person and offered her congratulations.

Tax Settlement and Charge to Tax Collector Chairperson Sue Lee called upon Tax Administrator Jim Johnson who provided tax settlement information for the previous fiscal year. Upon a motion by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted unanimously to accept the settlement and charge Jim Johnson with the collection of taxes for FY 2022-2023. (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

Designation of Voting Delegate – NCACC Annual Conference (August) and NCACC Legislative Goals Conference (November) Chairperson Lee called on Mr. Causey who explained that the Board selects a voting delegate annually to represent them at the NCACC Annual Conference. Mr. Causey suggested that Vice Chairperson Kivett act as the voting delegate at this year’s conference. Vice Chairperson Kivett discussed his experiences at past conferences and budgeting concerns for the upcoming year. Upon a motion by Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously designate Vice Chairperson Kivett to serve as the County’s voting delegate at the NCACC Annual Conference.

There was considerable discussion about the funding for travel to conferences, with Vice Chairperson Kivett noting that given the scrutiny of our budget’s funds, he would personally pay the costs of his attendance to the NACO Annual Conference in Denver, Colorado. He suggested that staff look into what meetings employees are attending out of town and consider a moratorium on attendance at out-of-town meetings. County Manager Causey clarified that commissioner’s budgets were scrutinized along with all other budgets. Budgets are pared down if travel is not used, but there are a number of annual conferences and meetings that employees attend and trainings for a variety of certifications that allow exposure to other ideas, opportunities, etc. He noted the recent travel of the Public Works Director that led to leads for funding of water projects. Staff will ask departments to review travel to determine what is necessary. Commissioner Lethia Lee, a former county employee, noted the value of the travel and that employees should not be limited to taking the trips given the learning opportunities.

**Item 4: Consent Agenda**

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

- a. Approved the minutes of the June 6, 2022; June 9, 2022; and June 16, 2022 meetings
- b. Adopted a resolution authorizing the County Manager to execute on behalf of Sampson County Rescue and Emergency Medical Services contracts with Roseboro Rescue & EMS, Inc., Clinton-Sampson Rescue and Emergency Medical Services, Inc., Newton Grove Rescue Squad, Inc., and Suttontown EMS, Inc. (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

- c. Approved a request for a waiver of the department residency requirement for EDC Director Stephen Barrington
- d. Awarded the bid for the Department of Aging's Nutrition Program to Gibbs Management at \$5.68 (congregate cost per meal-78), \$5.68 (home delivered cost per meal-143), and \$.75 (low sodium cost per snack-16)
- e. Accepted ARPA Supplemental Nutrition Funding in the amount of \$53,260 and authorize execution of associated agreements and funding plan (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- f. Authorized execution of the FY 2022-2023 Home and Community Care Block Grant Funding Plan and associated assurances documents Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- g. Approved an extension of the lease between the County and DHHS-CDSA for +/- 168 square feet of space at 360 County Complex Road from July 1, 2022 through June 30, 2023 Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- h. Authorized execution of the contracts for legal services for FY 22-23 between Sampson County (DSS) and Warrick and Bradshaw and Howard and Carr and the contract addendum for legal services FY21-22 between Sampson County (DSS) and Warrick and Bradshaw (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- i. Authorized the execution of the contract for Juvenile Court Officer/Investigator and Child Support Civil Officer services for FY 22-23 between Sampson County (DSS) and the Sampson County Sheriff's Office (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- j. Authorized the execution of the contract for non-emergency Medicaid transportation services for FY 22-23 between Sampson County (DSS) and Sampson Area Transportation Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- k. Authorized the execution of the contract with W. Green, PLLC to audit accounts for the fiscal year ending June 30, 2022 Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- l. Authorized the surplus and transfer of service weapon (Sig Sauer P226 pistol, serial number 47A065117) to retiring officer Barry Britt
- m. Awarded a franchise for non-emergency convalescent transport services to Sampson Regional Medical Center
- n. Adopted a resolution accepting an allocation of ARP funding in the amount of \$1,717,000 for Project SRP-D-ARP-002 (Clement Area Water System Expansion) and making applicable grant assurances (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- o. Approved correction to Section XI (Enterprise Fund, Water) of the FY 2022-2023 Budget Ordinance Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- p. Approved the delinquent disabled veteran property tax exemption requests to Franklin L. Cooper, Gregory K. Bennett, Dean Roy Wilkins, and Ralphel Rayner

q. Approved the tax refunds and releases as submitted

#9912	Heather Tucker	\$275.58
#9918	Emily Avery	\$139.46
#9920	Eddie Ray Baldwin	\$235.16
#9922	Rex Allen Maynor II	\$140.22
#9924	Jennifer Tong Woo	\$144.65
#9925	Freddie Lee Carter, Jr.	\$126.71
#9927	Kane Alphin	\$298.02
#9928	Jennifer Wilson	\$100.53
#9933	Meredith S. Raper	\$301.13
#9932	Tony Woo	\$152.83

r. Approved budget amendments as submitted

<b><u>EXPENDITURE</u></b>		Finance		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11449200	557000	Land	\$1,961,024.	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999	409900	Fund Balance Appropriated	\$1,961,024.	

<b><u>EXPENDITURE</u></b>		Library		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761100	526200	Department Supplies	\$14,874.	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11036110	403625	Reimbursement for NC Bright Ideas Grant Purchases	\$14,874.	

<b><u>EXPENDITURE</u></b>		Sheriff		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100	526200	Departmental Supplies	\$25,355.	
11243100	538100	Data Processing – Programming	\$1,800.	
11243100	539500	Employee Training	\$12,000.	
11243100	555000	Capital Outlay – Other Equipment	\$24,800.	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310		NC Sheriff’s Association ICAC Grant	\$63,955.	

<b><u>EXPENDITURE</u></b>		Health Department		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551250	512100	Salaries	\$103,070.	
12551250	518100	FICA	\$6,391.	
12551250	518120	Medicare FICA	\$1,495.	

12551250	518200	Retirement	\$7,792.
12551250	518300	Group Insurance	\$10,620.
12551250	518400	Dental Insurance	\$360.
12551250	518901	401K	\$7,731.
12551250	526200	Department Supplies	\$1,000.
12551250	526201	Department Supplies Equipment	\$2,000.
12551250	523900	Medical Supplies	\$1,000.
12551250	519300	Medical Services	\$500.
12551250	529700	Lab Supplies	\$1,000.
12551250	529702	Lab Services	\$1,000.

**REVENUE**

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
	Allocation of State Funds for New CD Position	\$143,959.	

**EXPENDITURE**

		Health	
<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551670	512100 Salaries	\$16,000.	
12551670	518100 FICA	\$992.	
12551670	518120 Medicare FICA	\$232.	
12551670	518200 Retirement	\$1,210.	
12551670	518300 Group Insurance	\$5,310.	
12551670	518400 Dental Insurance	\$180.	
12551670	518901 401K	\$1,200.	
12551670	526200 Departmental Supplies	\$166.	

**REVENUE**

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
	Allocation of State WIC Funds for Breast Feeding Peer Counselor	\$25,290.	

**EXPENDITURE**

		Social Services	
<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13554710	536030 Special Children Adoption Fund	\$109,029.03	

**REVENUE**

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535471	402630 Special Children Adoption Fund	\$109,029.03	

**EXPENDITURE**

		Finance	
<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
75243100	512600 Separation Allowance	\$3,500.	
75243100	518100 FICA	\$220.	
75243100	518120 Medicare FICA	\$51.	

**REVENUE**

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
75034310	499900 Fund Balance Approp	\$3,771.	

Approved Budget Amendment 1 – Special Revenue, Budget Amendment 1 – Fund 5, Budget Amendment 4 – State, Budget Amendment 1 – Local, and Budget Amendment 3 – Federal for Clinton City Schools as submitted.

Accepted the Sampson County Schools Fiscal Year 2022-2023 Current Expense Funding Request as submitted.

**Item 5: County Manager’s Report**

No report was given.

**Item 6: Public Comment Period**

Chairperson Lee opened the floor for public comments. The following were received:

Elaine Hunt: “Are you all as tired of me as I am of probably seeing you all with my same problem? Everybody should know by now, Elaine F. Hunt. I reside at 7171 Old Warsaw Road. My concern is still the same – brown water on Old Warsaw Road. I come tonight to clarify a few things, remarks that I heard come to me. We understand that county tax revenues are not used to expand water. We understand that. We understand that hundreds of millions of dollars might be involved. We understand that. We are not looking any special favors. We just want assistance in getting clean water like you and others have. Now some people might think the water is paid for through taxpayer’s money. That is not the case here. We know it is not. We are not looking for a handout. We are looking for a helping hand from you, our representatives, Sampson County Commissioners. Because we want the privilege of water to drink from home. This is not water to drink like the water that you are drinking there. We want to be able to wash our white clothes and so forth. In researching I learned that your water distribution system was developed in the late 1980s. I’m wondering if your design and your procedures were established during this time also. If so, that is approximately forty-two years ago. Your procedures and your policies. Forty-two years. Situations change. Layout changes. Practices changes. Everything changes, even your mind changes occasionally. But even you and I have changed in forty-two years. So perhaps commissioners, if you are using the same policies to determine who can get water and how many houses and residents should be per mile, maybe you should look at updating your procedures. And also I was told to consider getting another well. Well, I have had two wells dug and went back to the first one. I’ve purchased a filter system. I still have brown water. So please do not think we are not trying to help ourselves, because we are trying to help ourselves. I have spent thousands of dollars on a filter and still have brown water, so I ask you to consider allowing the rest of us on Old Warsaw Road past Timberlake to get water from the county. I thank you, and I hope you all will consider my request.”

There being no further comments, the Public Comment period was closed.

## Adjournment

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

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Sue L. Lee, Chairperson

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Susan J. Holder, Clerk to the Board



# 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  
**SUBJECT:** PAVING CONTRACT FOR PUBLIC WORKS SHOP YARD  
**DATE:** 7/19/2022  
**CC:**



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Public Works sent out five requests for quotes for the paving of our shop yard. We received two quotes. We are requesting the contract be awarded to Highland Paving Co. LLC since they were the lowest bidder. The County Attorney has prepared the attached contact for review. Public Works requests the Board to approve the contract as presented.

Resurfacing Public Works Back Lot

7/18/2022

Bids (informal)

Contractor	Square Yardage	Total Bid	Cost/Square Yard
Barnhill Contracting	2175	\$ 116,503.75	\$ 53.56
Highland Paving	2175	\$ 96,515.50	\$ 44.37
Legion Asphalt		No Response	
Ace Asphalt Solutions		No Response	
Atlantic Seal Coat		No Response	

Suggest awarding to Highland Paving due to being \$44.37 per square yard

STATE OF NORTH CAROLINA

**CONTRACT**

COUNTY OF SAMPSON

**THIS CONTRACT** (the “Agreement”) is entered into as of the 1st day of August, 2022 between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina (the “County”), and **HIGHLAND PAVING CO., LLC.**, a North Carolina corporation with its principal office located in Cumberland County, North Carolina (the “Contractor”). The County and the Contractor may be referred to herein singularly as a “Party” and collectively as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the County solicited bids for the removal of material and repaving of an existing shop yard at the Sampson County Public Works Building, located at 827 Southeast Blvd., Clinton, NC 28328; and

**WHEREAS**, Contractor submitted the lowest responsive, responsible bid consistent with the requirements and specifications set forth by the County;

**NOW, THEREFORE**, for and in consideration of the mutual benefits, promises, and undertakings set forth herein, the sufficiency and receipt of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Performance. Contractor shall furnish all labor, materials, and equipment and shall perform all work in the manner and form provided in the attached proposal, which is made a part of this Agreement as if fully set forth herein, for the project generally described as the Sampson County Public Works Shop Yard repaving. The attached proposal, together with this Agreement, shall be referred to as the “Contract Documents”.

2. Time of Performance. Contractor shall commence work on the date specified in the Notice to Proceed issued by the County. Prior to commencing work, Contractor shall give the County a construction schedule broken down into calendar days for the various divisions or parts of work. Contractor shall complete all work within sixty (60) calendar days from the date specified in the Notice to Proceed (the “Contract Time”). If Contractor fails to complete all work within the required time, the County may assess liquidated damages against Contractor. In the event the County exercises its option to assess liquidated damages, Contractor shall pay the County the sum of Fifty and No/100 Dollars (\$50.00) per day for each consecutive calendar day past the scheduled completion date that the work remains unfinished and incomplete. It is understood and agreed by the Parties that time is of the essence and the sum of Fifty and No/100 Dollars (\$50.00) per day represents the actual damages that the County will have sustained by failure of Contractor to complete the work within the specified time and is agreed upon as liquidated damages; and that the provisions for damages are a bona fide provision for such and are not a penalty. It is understood

and agreed that if the work contracted for is not completed and finished as scheduled, the County will have sustained damages and, therefore, the provision for liquidated and agreed upon damages has been incorporated in this agreement as a provision beneficial to both Parties.

3. Contract Amendments and Change Orders. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both Parties. The County may issue change orders, which are defined as written orders to Contractor, approved by Board of Commissioners or County Manager (in accordance with the County's Purchasing Manual and applicable state law) and signed by the County Manager, authorizing an addition, deletion, or revision in the work or an adjustment in the Contract Price or the Contract Time.

3.1 Extra Work. Contractor agrees to perform such reasonable extra work as may be ordered in writing by the County Manager. County agrees to pay Contractor, upon Contractor's presentation of itemized cost statements, for extra work computed as follows: (a) labor used at actual payroll charges therefor; (b) actual payroll charges for Workers' Compensation Insurance, Social Security and all other payroll charges; (c) an hourly rate for actual operating hours of equipment used; (d) amounts paid by Contractor to vendors, as evidenced by paid invoices, for material purchased and used on extra work orders; (e) overhead and profit combined based on five percent (5%) of the total of cost items (a) through (e) above.

3.2 Changes of the Contract Time. The time limit for completion of the project is of the essence of this Agreement. If Contractor finds it impossible to complete the work on the project within the originally scheduled time, Contractor may submit a written request for a time extension to the County Manager. The writing shall specify the reasons justifying the granting of the request. Contractor's plea that insufficient time was scheduled shall not be a valid reason for a time extension. If the County Manager finds that work was delayed because of conditions beyond the control and without the fault of both Contractor and its Subcontractors or suppliers, the County Manager shall extend the time for completion in such amount as the conditions justify. Under no circumstances shall Contractor be entitled to damages against County on account of delay.

4. Payment. The County agrees to pay Contractor for the full and faithful performance of this Agreement the total lump sum of Ninety-Six Thousand Five Hundred Fifteen and No/100 Dollars (\$96,515.00) (the "Contract Price"), which shall represent the maximum amount paid to Contractor pursuant to this Agreement, absent a change in the Contract Price pursuant to Section 3 above.

4.1 Partial Payments. The County shall make partial payments to Contractor upon the successful completion by Contractor and acceptance by the County of sections of the work, in accordance with the amounts indicated in Contractor's bid proposal. Requests for payment shall be forwarded to the County's Public Works Director for review. Upon preliminary approval by the Public Works Director, requests for payment will be forwarded

to the County Purchasing & Contracting Officer for approval by the County Finance Officer and County Manager.

4.2 Acceptance of Final Payment as Release. The acceptance by Contractor of final payment shall be and shall operate as a release of the County from all claims of Contractor against County, except for claims specifically excepted by Contractor in stated written amounts. However, no payment, final or otherwise, shall release the Contractor from any obligations under the Contract Documents.

4.3 County's Right to Offset and Recoup. Nothing contained in this Section 4 shall be construed to impair the County's rights to deduct from partial or final payments any sums due to the County pursuant to Sections 2, 5, 23 or any other section of this Agreement.

5. Contractor's Warranties. Contractor makes the following warranties concerning materials, equipment, and work furnished pursuant to this Agreement.

5.1 Warranty of Title. Contractor warrants that title to all work, materials, and equipment covered by a request for payment, whether incorporated in the project or not, will have passed to County prior to the submission of the request for payment, free and clear of all liens, claims, security interests, and encumbrances.

5.2 Warranty of Materials and Equipment. Contractor warrants to County that all materials and equipment furnished under this Agreement will be new unless otherwise specified, will be of good quality and free from faults and defects, and will conform to the Contract Documents. Contractor warrants all such materials and equipment for a period of one (1) year from the date of completion of the work. This warranty shall be in addition to any manufacturer's warranty.

5.3 Warranty of Work. Contractor warrants to County, for a period of one (1) year from the date of completion of the work, that all work performed under this Agreement has been performed in a workmanlike manner, so as to meet the standards of workmanlike quality prevailing in North Carolina at the time of construction.

5.4 Correction of Defects. County shall give Contractor reasonably prompt notice of all observable defects. If Contractor fails to perform corrective work within a reasonable time, County may perform such work and charge Contractor for the costs thereby incurred.

6. Indemnification. Contractor shall indemnify and hold the County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney's fees, on account of personal injury or death or on account of property damage arising out of or relating to the work to be performed by Contractor hereunder,



resulting from the negligence of or the willful act or omission of Contractor, its agents, employees, and Subcontractors.

7. Insurance. Contractor shall maintain insurance from companies licensed to write business in North Carolina and acceptable to the County, of the kinds and minimum amounts specified in this Agreement.

8. Certificates and Notice of Cancellation. Before commencing work under this Agreement, Contractor shall furnish the County with certificates of all insurance required herein. The certificates of insurance should also evidence self-insured retention/deductibles applicable to the insurance required. Certificates shall indicate the type, amount, class of operations covered, effective date, and expiration date of all policies, and shall contain the following or substantially similar statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by County."

9. Commercial General Liability.

9.1 Contractor shall maintain Commercial General Liability and, if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

9.2 Commercial general liability insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

9.3 The County, its officers, officials, agents, and employees are to be covered as additional insureds under the Commercial General Liability policy by endorsement CG 20 10 and CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the Commercial Umbrella policy, if any. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, agents, and employees.

9.4 There shall be no endorsement or modification of the Commercial General Liability policy or any Commercial Umbrella policy limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work.

9.5 The Contractor's Commercial General Liability insurance shall be primary as respects the County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the County, its officers, officials, and employees shall be excess of and not contribute with the Contractor's insurance.

10. Workers' Compensation and Employers Liability.

10.1 Contractor shall maintain Workers' Compensation insurance as required by the general statutes of the State of North Carolina and Employer's Liability insurance.

10.2 The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$1,000,000 policy limit.

10.3 The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, and employees for losses arising from work performed by the Contractor for County.

11. Business Auto Liability.

11.1 Contractor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

11.2 Such insurance shall cover liability arising out of any automobile, including owned, hired, and non-owned automobiles.

11.3 Business Auto Liability coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

11.4 The Contractor's Business Auto Liability insurance shall be primary as respects the County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the County, its officers, officials, and employees shall be excess of and not contribute with the Contractor's insurance.

12. Deductibles and Self-Insured Retentions.

13.1 Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, agents, and employees; or the Contractor shall procure a Bond guaranteeing payment of deductibles or self-insured retentions.

13.2 The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the County is an insured under the policy.

13. Subcontractor Insurance. Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates for each Subcontractor. All coverage for Subcontractors shall be subject to all of the requirements stated in this Agreement. Commercial General Liability insurance shall include independent contractor's coverage, and Contractor shall be responsible for assuring that all Subcontractors are properly insured.

14. Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina and acceptable to the County.

15. Evidence of Insurance.

15.1 The Contractor shall furnish the County with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements of this Agreement prior to commencement of the work and thereafter upon renewal or replacement of each certified coverage, until all operations under this Agreement are deemed complete.

15.2 Evidence of additional insured status shall be noted on the certificate of insurance pursuant to the requirements of this Agreement.

15.3 With respect to insurance maintained after final payment in compliance with the requirements of this Agreement, additional certificates evidencing such coverage shall be provided to the County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period during which such insurance must be maintained.

16. Miscellaneous Insurance Provisions.

16.1 All policies shall contain a provision stating that any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the County, its officers, officials, agents, and employees.

16.2 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be cancelled, terminated, or modified by either party except after thirty (30) days prior written notice to the County.

16.3 If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

16.4 Contractor shall promptly notify the County Manager of any accidents causing bodily injury or property damage that arise during the course of operations under the Agreement.

16.5 Failure of the County to demand a certificate of insurance or identify a deficiency from evidence of insurance that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

16.6 By requiring minimum coverage and limits of insurance, the County does not represent that the coverage and/or limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to the County in this Agreement.

16.7 If Contractor fails to maintain the insurance required under this Agreement, the County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

16.8 The County shall have the right, but not the obligation, to prohibit the Contractor or any Subcontractor from entering the project site or to withhold payment until acceptable certificates of insurance have been furnished in compliance with the terms of this Agreement.

17. Independent Contractor. It is mutually understood and agreed that Contractor is an independent contractor and not an agent of the County. As such, Contractor, its agents, and employees shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, Workers' Compensation benefits, or pension or retirement benefits.

18. Permits and Licenses. Contractor shall procure all applicable permits and licenses, including permits and licenses required pursuant to applicable patent and copyright laws, shall pay all charges and fees, and shall give all notices necessary and incidental to the due and lawful completion of the work.

19. Taxes. Contractor shall pay all applicable Federal, State, and local taxes, including sales taxes on all equipment and materials used in the project. The County is qualified to receive all sales taxes paid on the project as a rebate. The Contractor shall submit a statement showing the invoice, sales taxes paid to state, sales taxes paid to county of vendor's location, and name of county of all materials and equipment used in the project. A tax statement shall be submitted with each pay request and shall be accompanied by an affidavit verifying validation, if requested.

20. Responsibility for Subcontractors. Contractor shall be fully responsible for all negligent acts and omissions by its Subcontractors and of persons and entities employed by said

Subcontractors to the same extent as if said acts and omissions were those of Contractor. Nothing in this Agreement shall create any contractual relationship between the County and any Subcontractor or other person or entity having a contract with Contractor, nor shall it create an obligation on the part of the County to pay any money due any such Subcontractor or other person or entity, except as may otherwise be required by law.

21. E-Verify Compliance. Pursuant to the requirements of N.C. Gen. Stat. § 143-133.3, at all times during the performance of the project described in this Agreement, Contractor shall fully comply with the e-verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and shall ensure compliance by any Subcontractors utilized by Contractor.

22. No Waiver of Legal Rights. Upon completion of the contract work, the County will promptly make final inspection and notify Contractor of final acceptance. However, final acceptance shall not preclude or estop the County from correcting any measurement, estimate or certificate made before or after completion of the work, nor shall County be precluded or estopped from recovering over payments from Contractor. A waiver on the part of the County of any breach of any part of the Agreement shall not be held to be a waiver of any other or subsequent breach.

23. Default and Termination for Cause. If Contractor fails to prosecute the work with such diligence as will ensure its completion within the Contract Time, or if Contractor breaches any one of the terms or conditions contained in this Agreement and fails to cure said breach within ten (10) days of the County's mailing of Notice of Default, the County may terminate this Agreement forthwith. Upon termination, the County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work out of the hands of Contractor. The County may enter into another agreement for the completion of the work, or use such other methods as may be required for the completion of the work. Any and all finished or unfinished deliverable items prepared by Contractor shall, at the option of the County, become the property of the County, and Contractor shall be entitled to receive just and equitable compensation for any acceptable work. The County may deduct all costs of completing the work from any monies due to which may become due to Contractor.

24. Termination for Convenience. The County may terminate this Agreement at any time by providing thirty (30) days written notice to Contractor. In that event, any or all finished or unfinished deliverable items prepared by Contractor shall, at the option of the County, become the County's property; provided that the County shall pay for such items and for all work performed by Contractor up to the effective date of said termination.

25. Notices. All notices required or permitted to be sent by either Party to this Agreement shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either Party by mailing written notice by certified mail, return receipt requested as follows:



To the County:

Sampson County  
Attn: County Manager  
406 County Complex Rd., Bldg. C  
Clinton, NC 28328

To Contractor:

Highland Paving Co., LLC  
Attn: John W. McCauley, Managing Member  
P.O. Box 1843  
Fayetteville, NC 28302

26. Assignment. The Parties mutually agree that this Agreement is not assignable and shall not be assigned by either Party without the prior written consent of the other Party to this Agreement.

27. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. Nothing in this Agreement shall create or give to third parties any claim or right of action against any Party to this Agreement or any employee or agent of any Party to this Agreement.

28. Contractor's Representation. Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work. Contractor has further reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing facilities at or contiguous to the site and assumes responsibility for the accurate location of said facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said facilities are or will be required by Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. Contractor has given the County written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents.

29. Familiarity with Laws. Contractor specifically acknowledges that it is familiar with all Federal, State and local laws, ordinances, rules and regulations, including all Federal and State Occupational Safety and Health Act (OSHA) requirements, which may in any manner affect those engaged or employed in the work of the project, or the materials or equipment in or about such work, or in any way affect the conduct of such work and agrees that it, its employees, Subcontractors, and suppliers will, at all times, comply with same. If Contractor shall discover any provisions in the Contract Documents which are contrary to or inconsistent with any such law ordinance, rule or regulation, Contractor shall immediately give notice thereof to the County in writing, identifying any items of work affected, and shall not proceed until receiving written direction from the County with respect to said items. If Contractor performs contrary to or inconsistently with any such law, ordinance, rule, or regulation without giving such notice, Contractor shall bear all costs that are consequences of such performance.

30. Entire Understanding. The Agreement constitutes the entire understanding of the Parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidence by a signed writing, duly authorized and executed by the Parties.

31. Interpretation. All of the terms and conditions contained in this Agreement shall be interpreted in accordance with the laws of the State of North Carolina.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed, effective the day and year first written above.

**SAMPSON COUNTY**

By: \_\_\_\_\_  
Edwin W. Causey, County Manager

Attest:

By: \_\_\_\_\_  
Susan J. Holder, Clerk

**HIGHLAND PAVING CO., LLC**

By: \_\_\_\_\_  
John W. McCauley, Managing Member

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
David K. Clack, Finance Officer

HIGHLAND PAVING COMPANY,LLC

Attn: Lin Reynolds  
Sampson County Public Works  
Clinton, NC 28328

14-Jul-22

PROPOSAL AND CONTRACT

RE: Proposed paving prices for: Public Works Shop Yard

Pursuant to our earlier discussions and instructions, Highland Paving Co.,LLC offers to provide the materials necessary for the above referenced job.

DESCRIPTION OF WORK	QTY	UOM	UNIT PRICE	EXTENSION
Mobilization	1	EA	\$ 2,500.00	\$ 2,500.00
Remove Existing Material 4" depth and Grade Existing Area for Pavement	1	LS	\$ 18,900.00	\$ 18,900.00
Overlay Existing Driveway 1.5" tk SS.5B Asphalt Surface Course (one lift)	205	SY	\$ 14.70	\$ 3,013.50
2.5" tk 119.0C Asphalt Intermediate Course (First Lift)	1970	SY	\$ 21.90	\$ 43,143.00
1.5" tk SS.5B Asphalt Surface Course (Second Lift)	1970	SY	\$ 14.70	\$ 28,959.00
			<b>GRAND TOTAL</b>	<b>\$ 96,515.50</b>

Exclusions:

Patching of Existing Asphalt, Pavement Markings, Undercut and Replacement Backfill, Landscaping, Relocation of Existing Utilities

**Note: The language of this proposal shall be included as an exhibit to any forthcoming contract.**

**Note: The above price includes 1 mobilization.**

**Note: The grade must be firm, stable, and unyielding. HPC is not responsible for grade prepared by others, and assumes no responsibility for standing or ponding water on asphalt surfaces with designed slope of less than one and one half percent.**

We are pleased to be able to provide you with a price on this project. If this proposal meets with your approval, please sign below and return to us. We are committed to providing you with quality, reliability, and value.

Sincerely,

David A. Byrd

Accepted: \_\_\_\_\_

Date: \_\_\_\_\_



Southeast Division  
1100 Robeson Street (28305)  
Post Office Box 35376  
Fayetteville, North Carolina 28303-5376  
Off: (910) 488-1319 Fax (910) 488-1098  
www.barnhillcontracting.com

July 8, 2022

To: **Sampson County Public Works**  
827 Southeast Blvd.  
Clinton, NC 28328  
Attn: Lin Reynolds

Subject: **Quote - Asphalt Paving**

Mr. Reynolds:

We hereby quote the above referenced project as follows:

BID ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL PRICE
1	Overlay Existing Driveway with 1.5" ACSC S9.5B	SY	205.00	\$15.75	\$3,228.75
2	Remove 4.0" of material and replace with 2.5" 119.0C and 1.5" S9.5B	SY	1,970.00	\$57.50	\$113,275.00
				BID TOTAL:	<hr/> \$116,503.75

**CLARIFICATIONS:**

1. Payment & Performance Bonds are not included. If bond is required add 1%.
2. This quote is based upon full access to the project site without any construction traffic hampering asphalt laydown production.
3. We have allowed One (1) mobilization to complete full paving scope of work. Additional mobilizations at \$3,500.00 each.
4. We exclude Any and all permits & fees, Butt Joints, Mill Patching, Incidental Milling, Railroad Insurance, Widening, Final Surface Testing, Asphalt Removal, Patching, Excessive Pavement Cleaning, Demolition beyond agreed upon limits, Undercut due to failing subgrade, Borrow, Paving behind guardrail, Base for Curb & Gutter placement, Channeling for Roadways, Engineering, Layout, Backfilling of curb and pavement edges, Shoulder Redressing, Cleaning or Drying of Existing Roads and/or Subgrade, Subgrade and/or ABC stone, Project Site Drying, Erosion Control Items, Channeling of any kind, Additional work outside of limits, Saw-cutting, Traffic Control, Night Time Work, Roadway or Pavement Markings, Signage, Any and All Utility Items, Any and All Electrical/Signal Items, Utility Adjustments or removal, Fencing, Seeding & Mulching, De-watering, Concrete Items, Additional ABC Stone Material, Blotting Sand, and all items not specifically included in this quote
5. Subgrade and or ABC Stone is firm, on grade, tested, approved and in an unyielding condition.
6. Any detour routes and traffic control by others.
7. We require three (3) week notice prior to scheduling any paving.
8. This is a unit priced contract and all quantities and overruns paid per the above pricing schedule.
9. Barnhill Contracting Company will not be held responsible for any pavement damages caused by others.
10. Barnhill Contracting Company is not responsible for undercutting of any areas that appear to have subgrade or base failure during the fine grading operation. If required, by others or pricing by way of a change order. Additional work to be negotiated and agreed upon in writing prior to beginning.
11. Water truck for wetting subgrade and/or ABC Stone base prior to asphalt paving is excluded from this proposal.
12. No Retainage To Be Withheld.
13. This quote is valid for thirty (30) days.
14. Pricing for this project is good until August 31<sup>st</sup>, 2022. These prices will be subject to a minimum 8% increase, per annum or as market conditions allow, for all line items if paving extends beyond this completion date.
15. The above pricing based upon a normal working week of Monday – Friday (7AM – 5PM).
16. All pricing for this project is based on the NCDOT 2018 Standard Specifications.
17. Paving work must be completed when minimum air and surface temperatures are 40 degrees for base and binder type mixes and 50 degrees and rising for the final surface course. Paving in cold weather does not permit good joint paving and tie-ins.
18. Barnhill Contracting Company will not be held responsible for any delays resulting from events of Force Majeure, declared pandemics, natural disasters, state of emergencies, Etc.
19. This Price Proposal is based upon information and quantities provided to Barnhill Contracting Company 900 Division by Sampson County Public Works meeting on-site.
20. If Natural Gas or other means of fuel utilized during the manufacturing process are not readily available, or interrupted, or exceed normal market value, BCC will reserve its right to increase the above price as needed to account for the additional costs incurred if the mix must be run during that time frame.
21. These prices and proposal are based on receiving and executing a mutually agreeable subcontract. This quote in its entirety will become part of any subcontract to include all pricing, clarifications, exclusions and inclusions mentioned above.

We look forward to working with you on this project and if you should have any questions or require additional information, please so advise.

Best Regards,

*Jared McPhail*

**BARNHILL CONTRACTING COMPANY**  
Southeast Division  
Jared McPhail

# Memo

**To:** Sampson County Board of Commissioners  
**From:** Kelsey Edwards, Library Director  
**CC:** Ed Causey, County Manager & Susan Holder, Assistant County Manager  
**Date:** July 19, 2022  
**Re:** Approval of Non-State Entity Award Agreement for Award 247 State Aid To Public Libraries

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I request the Board of Commissioners give approval for the Sampson-Clinton Public Library to accept funds from the State Library of North Carolina as awarded through the State Fiscal Recovery Funds Directed Grant (funding originating from the Federal Government). The total funding to be received will be \$69,049 to cover eligible costs incurred through December 31, 2024, and the funds can be used for aid to Libraries costs such as materials, salaries, equipment, and operating costs. A copy of the pdf agreement is attached, but should not be signed. If the Board approves, the agreement should be signed via DocuSign by the Board Chairperson.

Thank you.





**NON-STATE ENTITY AWARD AGREEMENT**

**For Award 247 State Aid to Public Libraries**

2000057929

**US Treasury Expenditure Category: 6.1 Revenue Replacement**

**This AWARD AGREEMENT**, entered into on the undersigned date by and between the Department of Natural and Cultural Resources (the Agency), State Library of North Carolina and **Sampson-Clinton Public Library** (Grantee) (federal tax identification number **56-6000338-08**), is for the use of certain federal financial assistance as appropriated by the State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189). These federal funds are to be spent on government services, and the State Budget Act has appropriated the funds as state financial assistance to the Grantee as described in legislation. The Agency and the Grantee are referred to collectively as “the Parties” in this Award Agreement. This Award Agreement identifies and acknowledges the Parties’ respective major federal and state powers, obligations, and duties in managing and reporting on the funds described. The Parties hereto agree as follows:

**SECTION 1. 1.1 Award Agreement Table of Contents.**  
**General Information**

SECTION 1. General Information	1.1 Award Agreement Table of Contents. 1.2 Federal Award Identification Table of References. 1.3 Definitions. 1.4 General Terms and Conditions. 1.5 Authorization. 1.6 Administering Offices. 1.7 Conflict between State and Federal Appropriation. 1.8 Disbursement Schedule. 1.9 Amount and Purpose of State Award. 1.10 Period of Performance. 1.11 Nonreverting Appropriation. 1.12 Recipient, Subrecipient, or Beneficiary.
SECTION 2. Federal Requirements	2.1 Federal Award Terms and Conditions. 2.2 FFATA Required Executive Compensation Information. 2.3 FFATA Reporting on Grants and Contracts over \$50,000.
SECTION 3. State Requirements	3.1 State Administrative Code Requirements. 3.2 Disbursement Requests. 3.3 Financial Reporting. 3.4 Performance Reporting.
SECTION 4. Monitoring Plan	4.1 Monitoring Plan.
SECTION 5. Closeout	5.1 Closeout.
SECTION 6. Signatures	6 Signatures.

ADDENDA	Attachment A. Project Plan/Scope of Work/Description of Services. Attachment B. Line-Item Budget. Attachment C. Notice of Certain Reporting and Audit Requirements Attachment D. No Overdue Tax Debts Form
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**1.2. Federal Award Identification Table of References.**

State Award Name: State Fiscal Recovery Funds

PANGRAM Agreement Number	<u>2000057929</u>	Assistance Listing Number 21.027
<b>FEDERAL AWARD IDENTIFICATION (2 CFR 200.332(a)(1))</b>		
<i>Recipient Name</i>	<b>Sampson-Clinton Public Library</b>	
<i>Award Period of Performance Start and End Dates</i>	To cover eligible costs incurred beginning March 3, 2021, and ending with costs incurred or obligated by December 31, 2024, expended by December 31, 2026.	
<i>Federal Award Terms and Conditions</i>	<a href="https://home.treasury.gov/system/files/136/Financial-Assistance-Agreement-States-and-Territories.pdf">https://home.treasury.gov/system/files/136/Financial-Assistance-Agreement-States-and-Territories.pdf</a>	
<i>Amount of Federal Funds Obligated to This Project from this Award</i>	<b>\$69,049</b>	
<i>DNCR Contact Information</i>	Josh Davis, Chief Financial Officer 109 East Jones Street 4605 Mail Service Center Raleigh NC 27699-4605 (919)814-6725 <a href="mailto:joshua.davis@ncdcr.gov">joshua.davis@ncdcr.gov</a>	
<i>Project Contact Information and Representative for Notices</i>	Susan Forbes Assistant State Librarian State Library of North Carolina 4640 Mail Service Center Raleigh, NC 27699 (919) 814-6786 <a href="mailto:susan.forbes@ncdcr.gov">susan.forbes@ncdcr.gov</a>	

**1.3 Definitions.** Except as otherwise provided in the Award Agreement documents, the terms below shall have the following meanings in this Award Agreement:

"Agency" means the North Carolina Department of Natural and Cultural Resources.

"Audit" means an examination of records or financial accounts to verify their accuracy.

"Award Agreement" means a legal instrument that is used to document a relationship between the Agency and the Grantee.

"Certification of Compliance" means a report provided by the Grantee to the Agency that states that the Grantee has met the reporting requirements established by this Award Agreement and included as a statement of certification by the Agency as part of the Grantee reporting package.

"Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

"Fiscal Year" means the annual operating year of the non-state entity.

"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

"Grant" means financial assistance provided by a state agency to an eligible grantee to carry out activities identified in the Award Agreement.

"Grantee" means an entity that receives State financial assistance.

"Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).

"Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or state awards.

"State financial assistance" means state funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a grantee or subrecipient as defined in this Award Agreement.

"Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

"State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-state entities. Both federal and state funds maintain their identity as they are disbursed as financial assistance to other organizations.

"Subrecipient" means a non-state entity that receives state financial assistance from a Grantee to carry out part of a state program; but does not include an individual that is a beneficiary of such program.

#### **1.4 General Terms and Conditions**

**1.4.1 Choice of Law:** The validity of this Award Agreement and any of its terms or provisions, as well as the rights and duties of the Parties to this Award Agreement, are governed by the laws of North Carolina. The Grantee, by signing this Award Agreement, agrees and submits, solely for matters concerning this Award Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Award Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**1.4.2 Grantee's Duties:** The Grantee shall submit to the Agency the "REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND" form, including the required enclosures.

The Grantee shall provide the services as described in Attachment A, Project Plan/Scope of Work/Description of Services and in accordance with the approved budget in Attachment B. The Grantee may make line-item adjustments of less than ten percent (10%) for budgeted expenditures without prior approval from the Agency, except if the adjustment would exceed the total award amount. For line-item adjustments of ten percent (10%) or more for budgeted expenditures, the Grantee shall submit a written request for approval to the Agency and include a justification for the adjustment. Line-item adjustments requiring approval shall be effective only upon a dually executed amendment between the parties, in accordance with Section 1.4.21 of this Agreement. Amendments executed under this Paragraph shall include the new line-item adjustment(s) (Attachment B) and any changes in the Project Plan/Scope of Work/Description of Services (Attachment A) related to the duties and services affected by the line-item adjustment. An amendment that fails to comply with the requirements of this Paragraph shall not be binding upon the parties. A violation of this Paragraph shall constitute a material breach and shall entitle the non-breaching party to all rights and actions available to it under the law.

**1.4.3 Agency Duties:** Grants shall be paid at the direction of the Director of State Budget. The total amount paid by the Agency to the Grantee under this Award Agreement is **\$69,049**. Grants of \$100,000 or more to or for the use of the Grantee shall be made in quarterly or monthly payments, in the discretion of the Director of State Budget. Grants of less than \$100,000 may be made in one single payment. The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices, and deliverables.

**1.4.4 Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Award Agreement and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Award Agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**1.4.5 Key Personnel:** The Grantee shall not substitute key personnel assigned to the performance of this Award Agreement without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel are those specified in Section 1.2 of this Award Agreement.

**1.4.6 Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Agency, the Agency may:

- a. Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

**1.4.7 Beneficiaries:** Except as otherwise provided herein, this Award Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Award Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Award Agreement shall be deemed an incidental beneficiary only.

**1.4.8 Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Award Agreement, and from

any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Award Agreement and that are attributable to the negligence or intentionally tortious acts of the Grantee.

**1.4.9 Termination by Mutual Consent:** The Parties may terminate this Award Agreement t by mutual consent with 60 days' written notice to the other Party, or as otherwise provided by law. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Award Agreement shall, at the option of the Agency, become its property. If the Award Agreement is terminated by the Agency as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Award Agreement.

**1.4.10 Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Award Agreement in a timely and proper manner, the Agency shall have the right to terminate this Award Agreement by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Award Agreement. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Award Agreement shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this Award Agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Grantee, the State may procure the services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Grantee under this Award Agreement, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Award Agreement and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

**1.4.11 Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Award Agreement by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Award Agreement unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Award Agreement.

**1.4.12 Availability of Funds:** The Parties to this Award Agreement agree and understand that the payment of the sums specified in this Award Agreement is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**1.4.13 Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**1.4.14 Survival of Promises:** Except as otherwise provided herein or unless superseded by applicable federal or state statute of limitations, all promises, indemnifications, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Award Agreement expiration or termination date.

**1.4.15 Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Award Agreement are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

**1.4.16 Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

**1.4.17 Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.



**1.4.18 Equal Employment Opportunity:** The Grantee shall comply with all federal and state laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability. By signing this Agreement, the Grantee certifies its compliance with Title VI Civil Rights laws, and that it will cooperate in demonstrating compliance as may be required by the US Treasury. Further information on North Carolina's duties may be found in Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406).

**1.4.19 Access to Persons and Records:** The State Auditor and the Agency Internal Auditors shall have access to persons and records as a result of all contracts or grants entered into by state agencies or political subdivisions in accordance with N.C.G.S §. 147-64.7. Additionally, as the state funding authority, the Agency shall have access to persons and records as a result of all contracts or grants entered into by state agencies or political subdivisions.

**1.4.20 Record Retention:** The Grantee may be required to maintain records for at least five years after the completion of the last project across the entire set of SFRF projects funded by North Carolina's SFRF Award. There are differences in the record retention periods required by federal and state regulations. Under the federal Award Terms and Conditions for SFRF, records must be retained for a period of the longer of five years after all funds have been expended or returned to Treasury. Generally, records of state assistance to grantees (grantees of the funds in this Agreement) covered by 09 NCAC 03M .0703 must be retained for the longer of five years or until all audit exceptions have been resolved as measured on an individual grant basis. Because SFRF is a single federal award, it may be necessary to keep records of all project expenditures, including record-keeping by grantees, until the longest of the timelines finishes. Therefore, the Grantee should seek specific written authorization from the Agency for destruction of any records prior to five years after all funds have been expended or returned to Treasury.

**1.4.21 Amendment:** This Award Agreement may not be amended orally or by performance. Any significant amendments to the plan or budget as described in Section 3.1 shall be made in writing on a form prepared by the Agency and duly executed by an authorized representative of the Agency and the Grantee.

**1.4.22 Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Award Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Award Agreement shall remain in full force and effect.

**1.4.23 Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the Award Agreement and should not be used to construe the meaning of any text or content thereof.

**1.4.24 Certification Regarding Collection of Taxes:** N.C.G.S. § 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.G.S. § 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee certifies that it and all its affiliates (if any) collect all required federal, state, and local taxes.

**1.4.25 Sales/Use Tax Refunds:** If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Award Agreement, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**1.4.26 Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Award Agreement. If travel is necessary in the performance of this Award Agreement, it shall be included in the approved project budget and narrative.

**1.4.27 Entire Agreement:** This Award Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Award Agreement and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Award Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

**1.4.28 Gifts or Favors:** By N.C.G.S. §133-32, it is unlawful for any vendor or contractor (i.e., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any state employee of the Governor's cabinet agencies. This prohibition covers those vendors and contractors who:

- (1) have a contract with a government agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Award Agreement.

**1.4.29 Effective Period:** This Award Agreement shall be effective upon signature by all Parties to this Award Agreement and shall terminate upon final expenditure of all funds and submission of all reports as required by law.

**1.4.30 Conflict of Interest Policy:** Grantees shall have on file with the Agency a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management, employees, and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds.

**1.4.31 Statement of No Overdue Tax Debts:** The Grantee's sworn written statement pursuant to N.C.G.S. § 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the federal, state, or local level, is attached as Attachment D. Grantee acknowledges that the written statement must be filed before the Agency may disburse the grant funds.

**1.4.32 Requirements:** This Award Agreement is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment C).

The Grantee must ensure that grant funds disbursed under this Award Agreement are audited in compliance with state and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.

**1.4.33 Disbursements:** As a condition of this Award Agreement, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements.
- (b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee's accounting system.
- (c) Assure adequate control of signature stamps/plates.
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to ensure that all account balances are solvent and reconcile the account monthly.

**1.4.34 Outsourcing/Assignability/Subcontracting:** The Grantee shall not subgrant any of the work contemplated under this Award Agreement without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subgrantee or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Award Agreement. Furthermore, any subrecipient must agree to abide by the standards contained in this Award Agreement and to provide all information to allow the Grantee to comply with these standards.

**1.4.35 Cap State-Funded Portion of Nonprofit Salaries:** Pursuant to Session Law 2017-57, Section 6.4, no more than one hundred twenty thousand dollars (\$120,000) in state funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of the Grantee.

**1.4.36 Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other Party within 30 calendar days of such change.

**1.5. Authorization.** This Award Agreement applies to federal Coronavirus State Fiscal Recovery Funds authorized in section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, awarded to North Carolina, and appropriated in North Carolina by the 2021 Appropriations Act, S.L. 2021-180. Later legislation may modify these appropriations such as by technical corrections in S.L. 2021-189.

**1.6 Administering Offices.** The 2021 Appropriations Act directed the Office of State Budget and Management, Pandemic Recovery Office, to transfer these funds to the Agency to allocate to the Grantee. Session Law 2020-4 Section 4.3 directed the Office of State Budget and Management to establish the North Carolina Pandemic Recovery Office to perform the following:

OSBM shall establish a temporary North Carolina Pandemic Recovery Office to oversee and coordinate funds made available under COVID-19 Recovery Legislation. This Office shall also provide technical assistance and ensure coordination of federal funds received by state agencies and local governments and ensure proper reporting and accounting of all funds.

Similarly, the Agency will be responsible for providing technical assistance and ensuring coordination among Grantees for the proper reporting and accounting of funds received from the Agency through this program.

**1.7 Conflict between State and Federal Appropriation.** Session Law 2021-180 Section 4.9(c) directs that if there is a conflict between federal law and an appropriation in the state budget, the following obligations apply:

Conflict. – If an allocation made under this act of State Fiscal Recovery Fund funds is found to be disallowed by federal law, the disallowed allocation is repealed, and the Office of State Budget and Management shall transfer the amount of the disallowed allocation to the State Fiscal Recovery Reserve. If the funds have been allocated to a nonprofit corporation, and the use of funds by the nonprofit corporation is disallowed by federal law, the nonprofit corporation shall return the amount of funds allocated to the nonprofit corporation to the Agency to transfer the disallowed, repealed allocation, as provided in this section.

The Grantee should promptly notify the Agency if, on the basis of official guidance or other analysis, that the allocation itself, or its use in a project design or implementation, may not be allowed by federal law.

**1.8. Disbursement Schedule.** Session Law 2021-180 Section 4.9(e) directs the Agency to disburse funds to nonprofits as follows:

State Fiscal Recovery Fund funds shall be allocated to nonprofit organizations on a quarterly basis unless OSBM determines that cash flow or the nature of the program being funded requires otherwise.

The Agency will follow the same quarterly disbursement schedule for all non-state entities unless it determines that cash flow or the nature of the program being funded requires otherwise. Determination of beneficiary status in Section 1.12 below may indicate the “nature of the program” requires a different disbursement schedule.

**1.9 Amount and Purpose of Award.** The federal award to North Carolina provides financial assistance for the State to do the following (emphasis added):

- a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- c) For the provision of government services to the extent of the reduction in revenue due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- d) To make necessary investments in water, sewer, or broadband infrastructure.

Utilizing revenue replacement for government services, the Grantee has been selected in the 2021 Appropriations Act to receive and administer the following with a total allocation of up to **\$69,049**.

**1.10 Period of Performance.** The recipient must provide the Agency approval project plans and budgets as detailed under State Requirements in Section 3. The federal period of performance requires that eligible expenditures must be incurred or obligated by December 31, 2024, and expended by December 31, 2026, as allowed by federal law and regulation. For information on eligible costs incurred prior to the signing of this Award Agreement, see applicable federal law and regulations and guidance issued by the US Department of the Treasury for use of these funds and consult with the Agency.

**1.11 Nonreverting Appropriation.** Session Law 2021-180 Section 4.9(k) establishes this as a non-reverting state appropriation over multiple fiscal years:

Reversion. – The funds appropriated in this act from the State Fiscal Recovery Fund shall not revert at the end of each fiscal year of the 2021-2023 fiscal biennium but shall remain available to expend until the date set by applicable federal law or guidance.

**1.12 Recipient, Subrecipient or Beneficiary.** For the purpose of determining the applicability of 2 CFR 200 Uniform Guidance and of 09 NCAC 03M, NCPRO looks first to the designation of federal financial assistance allocated by the state budget process for the provision of government services within the total calculated revenue loss. NCPRO does not view the provision of government services to make it a federal “Pass-through entity (PTE) [as] a non-Federal entity that provides a subaward to

a subrecipient to carry out part of a Federal program” as defined in 2 CFR 200.1, beyond fulfilling the federal program purpose of replacing revenue to be used to provide government services as determined at the state level. To determine applicability of 09 NCAC 03M .0102 requires review of whether the appropriation describes a state program purpose or is solely financial assistance. For state Administrative Code definitions of a covered “recipient” or “subrecipient” receiving financial assistance “to carry out part of a state program,” or is a non-covered “beneficiary,” NCPRO adopts the rationale described in the federal SLFRF discussion of “Distinguishing Subrecipients and Beneficiaries” including the following excerpt, because the state Administrative Code adopted the same definition in 09 NCAC 03M .0102 (10) and (14) as in 2 CFR 200.1 that a federal subrecipient “does not include an individual that is a beneficiary of such program.”

The distinction between a subrecipient and a beneficiary, therefore, is contingent upon the rationale for why a recipient is providing funds to the individual or entity. If the recipient is providing funds to the individual or entity for the purpose of carrying out a SLFRF program or project on behalf of the recipient, the individual or entity is acting as a subrecipient. Acting as a subrecipient, the individual or entity is subject to subrecipient monitoring and reporting requirements. Conversely, if the recipient is providing funds to the individual or entity for the purpose of directly benefitting the individual or entity as a result of experiencing a public health impact or negative economic impact of the pandemic, the individual or entity is acting as a beneficiary. Acting as a beneficiary, the individual or entity is not subject to subrecipient monitoring and reporting requirements.

Whether the recipient of this non-state entity award is a beneficiary is a determination by OSBM/NCPRO, as are determinations of further subawards by the Grantee.

**SECTION 2.  
Federal  
Requirements**

**2.1 Federal Award Terms and Conditions.** The parties acknowledge that these funds constitute federal financial assistance to the State of North Carolina and its recipients, and, therefore, use of these funds must be in accordance with federal uniform guidance found in 2 CFR 200, where applicable, and that none of these requirements is waived by recitations or terms of this Agreement or representations of the parties later during the term of performance, closeout, or post-closeout period except as allowed by law. The State of North Carolina is named by as the Prime Recipient of these federal funds and the Federal Award Terms and Conditions bind the recipient and its vendors, contractors and subrecipients, if any. The recipient specifically acknowledges responsibility for its duties under 2 CFR 200, Subpart E, “Cost Principles,” as required of recipients/subrecipients by operation of 09 NCAC 03M .0201.

**2.2 FFATA Required Executive Compensation Information.** Before disbursing funds to recipients, the State must document compliance with the Federal Funds Accountability and Transparency Act.



The FFATA requires public disclosure of executive compensation in certain federally-funded organizations. By signing this Agreement, the Grantee certifies that its answers to one or both questions is “No:” 1) *The recipient received 80% or more of its annual gross revenues from federal awards (contracts or subcontracts, loans, grants or subgrants, cooperative agreements)? Y/N* and/or whether 2) *The total of the recipients’ annual federal awards equaled or exceeded \$25,000,000? Y/N*. If the answer to either question is “No,” no further disclosure is required. If the answer to both questions is “yes,” then upon disclosure in writing, the Grantee may sign this Award Agreement, and consult with the Agency and NCPRO regarding how to publicly report the compensation information of its five most highly compensated executives.

**2.3 FFATA Reporting on Grants and Contracts over \$50,000.** For each Contract, Grant, Loan, Transfer, or Direct Payment greater than \$50,000, information must be obtained and reported through NCPRO to US Treasury, which may include:

- Subrecipient/beneficiary/vendor/contractor identifying and demographic information (e.g., legal name, whether registered in SAM.gov, DUNS/UEI/TIN and location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance
- Related project identification number(s) (created by the recipient)
- Related project name(s)
- Period of performance start and end date
- Quarterly obligation amount
- Quarterly expenditure amount

See latest guidance from US Treasury: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>

### **SECTION 3. State Requirements**

**3.1 State Administrative Code Requirements.** The parties acknowledge that these funds constitute federal financial assistance to the State of North Carolina to provide government services, and the State Budget Act appropriates the funds as state financial assistance to the named Grantee. Therefore, use of these funds must be in accordance with state regulations found in Title 09, Subchapter 03M of the North Carolina Administrative Code, and that none of these requirements is

waived by recitations or terms of this Award Agreement or representations of the parties later during the term of performance, closeout, or post-closeout period except as allowed by law.

**3.1.1 Reporting.** Grantee agrees to comply with all annual reporting requirements on the financial assistance awarded by this Award Agreement as found in 09 NCAC 03M .0205, specifically certifying that the financial assistance received or held was used for the purposes for which it was awarded, providing an accounting of all financial assistance received, held, used, or expended, activities and accomplishments undertaken by the Grantee including performance measures established hereby, and required single or program-specific audit as may be required.

**3.1.2 Project Plan/Scope of Work/Description of Services.** Grantee agrees to provide a project plan/scope of work/description of services to be attached as Appendix A that specifies the purpose of the award, services to be provided, objectives to be achieved, and expected results as required by 09 NCAC 03M .0703 (1).

**3.1.3 Budget.** Grantee agrees to provide a budget for the project to be attached as Appendix B as required by 09 NCAC 03M .0703 (8) including an anticipated schedule of payments for the project duration.

**3.2 Disbursement Requests.** Implementation of programs and services under ARPA/SFRF is not intended as a reimbursement process. Unless otherwise agreed, the Grantee will submit disbursement requests on a forward-looking quarterly basis and will provide as justification its estimated cash flow needs for the upcoming quarter. The Agency and NCPRO will evaluate the quarterly justification based on program descriptions, operating plans, and past use of funds to avoid accumulation of excessive cash reserves beyond operating needs for successful implementation and delivery of services.

**3.3 Financial Reporting.** The Grantee will provide monthly program and expenditure reports to the Agency as requested to fulfill its oversight, coordination, accounting, and reporting responsibilities internal to state government. The Grantee will provide quarterly financial and performance reporting for the purpose of legislative reporting mandated under SL 2021-180 and US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and procedures for timely and accurate reporting.

**3.4 Performance Reporting.** Grantee will provide, at a minimum, quarterly performance reports to the Agency as requested to fulfill its responsibilities internal to state government and for the purpose of US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and reporting procedures to ensure timely and accurate reporting.

**SECTION 4.**  
**Monitoring Plan**

**4.1 Monitoring Plan.** For recipients/subrecipients (not beneficiaries), the Agency will conduct an annual risk assessment and develop a suitable monitoring plan to ensure compliance with these terms and identify any failures in the administration and performance of the Award. Monitoring activities will be selected based on an assigned risk of low, moderate, or high and may be based on factors including recent history of grant management, audit findings and corrective actions, and knowledge and experience of key personnel assigned. Monitoring activities may include review of monthly performance and financial reports, telephone and email interviews, desk audits of underlying documentation, and site visits (actual or virtual) to interview key personnel, to see performance sites, and to review files. The assessment and monitoring plan will also serve to identify whether the Grantee needs additional technical assistance to ensure success in timely meeting these requirements. Ongoing monitoring will be used to document allowable and unallowable costs, time and effort reporting and travel, achievement of performance objectives, and timely and accurate data reporting as appropriate. Monitoring also will be used to follow up on findings identified in earlier monitoring activities or after an audit to ensure that the Grantee took corrective action. If necessary, the Agency may amend the terms of the Award Agreement, plan, or budget to require implementation of additional terms to address deficiencies as a condition of continued funding disbursements. Special terms may be removed once a subsequent Grantee risk assessment shows a substantial reduction of risk.

**SECTION 5.**  
**Closeout**

**5.1 Closeout.** The State of North Carolina as a prime recipient of a federal award will develop suitable closeout procedures in accordance with federal and state regulation and guidance from the US Treasury current at the time of signing and as may be promulgated and published during and after the period of performance. This includes determining timelines for completion of program and closeout tasks; determining whether all applicable administrative actions and all required work have been completed by the State and Grantee at the end of the period of performance; and requirements for liquidation of property or encumbered expenses if necessary; all in compliance with applicable law and guidance.

**SECTION 6.**  
**Signatures**

**IN WITNESS WHEREOF,** the Parties have executed this Award Agreement by their duly authorized officers. For unincorporated associations, an affidavit similar to that required for transfer of real property under N.C.G.S. § 59B-6 must be provided prior to disbursement, attesting to the capacity of the Authorized Representative to receive and direct the funds and bind the unincorporated association to the terms of this Agreement:

**FOR Grantee**

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By Library Director:	Date
<u><b>Kelsey Edwards</b>, Library Director</u>	

The type of library and its governance determine the signature required on this document:

In addition to the library director:

County Library: Chair of County Commissioners

Regional Library: Chair of Regional Board of Trustees

Municipal Library: Chair of Town/City Council

Independent County Library: Chair of Board of Trustees

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By Authorized Official:	Date
Sue L. Lee, Chairperson of Sampson County Board of Commissioners	

**FOR DNCR**

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By Authorized Representative:	Date
Josh Davis, Chief Financial Officer	

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By Authorized Representative:	Date
Michelle Underhill, State Librarian	

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By Authorized Representative:	Date
Staci Meyer, Chief Deputy Secretary	

**ADDENDA**

Attachment A. Project Plan/Scope of Work/Description of Services.

Attachment B. Line-Item Budget.

Attachment C. Notice of Certain Reporting and Audit Requirements

Attachment D. No Overdue Tax Debts Form.

**Attachment A**

**Project Plan/Scope of Work/Description of Services**

Session Law 2021-180 appropriated funds to the Grantee. Public Libraries in North Carolina suffered adverse economic impacts due to the COVID-19 Pandemic. The Grantee will use the **\$69,049** for materials, salaries, equipment, and operating costs, which are consistent with allowable uses outlined in 07 NCAC 021 .0202 State Aid Grants from the Aid to Public Library Fund.

**Attachment B  
Line-Item Budget**

<b>Revenue</b>	
State Fiscal Recovery Funds Directed Grant	<b>\$69,049</b>

<b>Expenses</b>	Project Cost
Aid to Libraries project costs such as materials, salaries, equipment, and operating costs	<b>\$69,049</b>

**Attachment C**  
**Notice of Certain Reporting and Audit Requirements**

The Grantee shall comply with all rules and reporting requirements established by state statute or administrative rules. [as detailed in SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE [subchapter 3m rules.pdf \(state.nc.us\)](#)] For convenience, the requirements are set forth in this Attachment.

**State Reporting Thresholds.**

There are three reporting levels established for grantees and subrecipients receiving state financial assistance. Reporting levels are based on the level of state financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that state financial assistance received or held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all state financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Award Agreement.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (also known as the Yellow Book).

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Award Agreement shall be allowable charges to state and federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Award Agreement shall not be charged to state awards.

Notwithstanding the provisions of this Award Agreement, a grantee may satisfy the reporting requirements of this Award Agreement by submitting a copy of the report required under federal law with respect to the same funds.

**Additional DNCR Financial and Performance Reporting Requirements**

**Financial Reporting.** The Grantee will provide monthly program and expenditure reports to the Agency as requested to fulfill its oversight, coordination, accounting, and reporting responsibilities internal to state government. The Grantee will provide quarterly financial and performance reporting for the purpose of legislative reporting mandated under SL 2021-180 and US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and procedures for timely and accurate reporting.

**Performance Reporting.** Grantee will provide, at a minimum, quarterly performance reports to the Agency as requested to fulfill its responsibilities internal to state government and for the purpose of US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and reporting procedures to ensure timely and accurate reporting.



No Overdue Tax Debts Form

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: July 19, 2022  
Subject: Disabled Veteran Exclusion  
( GS 105-277.1 c )

The attached disabled veteran exclusion application was received after June 1, 2022. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Rodolfo Guitierrez Carrizales

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed. The late application was received on July 8, 2022.

Please put on the next Board of Commissioners consent agenda for their action.

July 8, 2022

Sampson County Board of Commissioners  
Rowan Road  
Clinton, North Carolina 28328

RE: Carrizales, Rodolfo G.

Dear Commissioners:

I am a Total and Permanently Disabled Honorably Discharged Veteran that served in the Military. I am receiving Veterans Compensation from the Department of Veterans Affairs for disabilities that occurred while in service. I was awarded benefits from the VA because of my disabilities that occurred during my service. I am a Veteran of the Vietnam War. I became aware of the Application for the Property Tax Exclusion for Disabled Veteran's through the Sampson County Veterans Office in Clinton recently. I am requesting the Sampson County Commissioners to please accept this application and grant me the Tax Exclusion on my County Property Tax for the year 2022.

Thank you for your consideration and I wait anxiously for your decision.

Sincerely,



Rodolfo G. Carrizales  
1069 Jordan Road  
Autryville, NC 28318

# 204144

02-0037279-01

NGDVA-9  
(Rev. 08-09)

For best delivery to USDVA, filling this form with your local veteran's service office is recommended.

083

	<b>State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 105-277.1C)</b>	<b>SAMPSON COUNTY</b> RECEIVED
<b>SECTION 1</b>	<b>TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED</b>	JUL 08 2022  COUNTY TAX OFFICE
CARITZALES, RODOLFO G. NAME (Print or Type)		RODOLFO GUTIERREZ CARITZALES DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)
1069 JORDAN RD STREET ADDRESS OR P.O. BOX NUMBER		SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)
AURRYVILLE CITY	NC STATE	28318 ZIP CODE
		U.S. DEPT. OF VETERANS AFFAIRS B11 F
		VETERAN'S SOCIAL SECURITY NUMBER
I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarried, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or veteran's death was the result of a service-connected condition. I request USDVA complete this certification <i>in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.</i>		
<b>SECTION 2</b>	<b>Disabled Veteran's Signature</b>	
I authorize the U.S. Department of Veterans Affairs to release information regarding my disability as needed for this certification.		
[Signature] DISABLED VETERAN'S SIGNATURE		B NOV 12 2021 DATE
<b>SECTION 3</b>	<b>Surviving Spouse's (who has not remarried) Signature</b>	
I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.		
SURVIVING SPOUSE'S SIGNATURE		DATE
<b>SECTION 4</b>	<b>To be completed by the U.S. Department of Veterans Affairs</b>	
Please check all that apply:	A. <input type="checkbox"/> Veteran does not meet either B, C, D, or E of the below criteria. B. <input checked="" type="checkbox"/> Veteran has a service-connected permanent and total disability that existed as of 11/01/17 C. <input type="checkbox"/> Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence. D. <input type="checkbox"/> Veteran died on _____ and had a service-connected permanent and total disability at death. E. <input type="checkbox"/> Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.	
Character of Disabled Veteran's Service at Separation: (DD-214)		<input checked="" type="checkbox"/> Honorable <input type="checkbox"/> Under Other than Honorable Conditions <input type="checkbox"/> Under Honorable Conditions
[Signature] SIGNATURE OF USDVA CERTIFYING OFFICIAL		11/24/21 DATE
Christopher Warquez PRINTED NAME OF USDVA CERTIFYING OFFICIAL Assistant Veterans Service Center Manager TITLE OF USDVA CERTIFYING OFFICIAL		NOTE: Stamped Signature by USDVA Official on this form has been authorized by Director, VA Regional Office, Winston-Salem, NC.

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: July 19, 2022  
Subject: Elderly/Disabled Exclusion  
( GS 105-277.1 )

The attached elderly/disabled exclusion application was received after June 1, 2022. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Cecilia Jones Caldwell

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the elderly/disabled exclusion other than being timely filed. The late application was received on June 29, 2022

Please put on the next Board of Commissioners consent agenda for their action.

June 26, 2022

Dear Commissioners

Please excuse me for filing late for the discount for the elderly. I have to be a forgetful lady. ~~Being~~ Worrying about all the things I need to get done. Unfortunately, I have a lot of pain. I need knee replacement surgery and all my joints has some degree of destruction from over use. I also have chronic fatigue and hypothyroidism. So with the pain + fatigue I don't get as much done as I like. Some days I sleep most of the day. I forget what day it is. Then I worry about finding the funds to do repairs to my house. One of 3 heat pumps does not work. I realize this could have caused some inconvenience

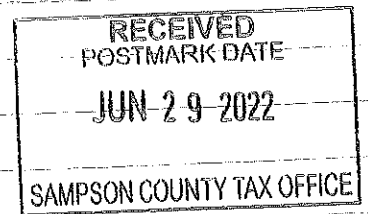
in my tardness, I do  
appreciate you considering  
trying to help me out. I  
know how important all  
the money (tax). helps pay  
~~Salaries~~ Salaries to Police  
dep. fire dep & many more.  
things. I wish I was in the  
position to do more.

Thank you again for taking  
the time to help me.

Sincerely  
Leah Caldwell  
203A Deer Track Trail  
Clinton, NC 28328

Thank you and God  
bless you

# 200682  
15-0178891-01



## Application for Property Tax Relief

Elderly or Disabled Exclusion (G.S. 105-277.1),  
Disabled Veteran Exclusion (G.S. 105-277.1C), or  
Circuit Breaker Tax Deferment Program (G.S. 105-277.1B)

County of SAMPSON, NC

Year 2022

**Instructions**

**Application Deadline:** This application must be filed by June 1st to be timely filed. You may submit additional information separately if needed.

**Where to Submit Application:** Submit this application to the county tax assessor where this property is located. County tax assessor addresses and telephone numbers can be found online at: <https://www.ncdor.gov/documents/north-carolina-county-assessors-list>. **DO NOT** submit this application to the North Carolina Department of Revenue.

- Office Use Only:

Property ID Number			
15-0178891-01 # 200682			
Last Name of Applicant	First Name	Middle Name	Date of Birth (MM-DD-YY)
Caldwell	Cecilia Marie	Jones	3-14-1954
Last Name of Spouse	First Name	Middle Name	Date of Birth (MM-DD-YY)
Deceased			
Residence Address			
203A DEER TRACK TRAIL			
City	State	Zip Code	
Clinton NC	NC	28328	
Mailing Address (if different from residence address)			
203A DEER TRACK TRAIL			
City	State	Zip Code	
Clinton	NC	28328	
E-mail Address			
ceciliajcaldwel10@gmail.com			
Home Telephone Number	Work Telephone Number	Ext.	Cell Phone Number
910-592-5888	N/A		

**Fill in applicable boxes:**

Yes  No ➔ Is this property your permanent legal residence?

Addresses of secondary residences (if any):

Yes  No ➔ If married, does your spouse live with you in the residence? If you answer **No**, provide your spouse's address.

Addresses of spouse: Widow

Yes  No ➔ Are you or your spouse (if applicable) currently residing in a health care facility? If you answer **Yes**, fill in applicable circle

Applicant  Spouse and indicate current length of stay: N/A

Yes  No ➔ Do you and your spouse (if applicable) own 100% interest in the property? If you answer **No**, list all owners and their ownership percentage (round to the nearest 0.1%):

Owner	Cecilia M Jones Caldwell	100	%	Owner			%
Owner			%	Owner			%
Owner			%	Owner			%

Note: Separate applications are required for each owner that is claiming property tax relief. If husband and wife own the property, only one application is required.



**Part 1. Selecting the Program**

Each owner may receive benefit from only one of the three property tax relief programs, even though you may meet the requirements for more than one program.

However, it is possible that the tax rates or tax values may not be established until some time after the filing of this application. This can make it difficult for you to determine which program you prefer. The following procedures will help to resolve this situation.

**Applying for One Program**

If you know that you only wish to apply for one program, indicate only that program at the bottom of this section. The assessor will review your application and send you a notice of decision. The notice of decision will also explain the procedures to appeal if you do not agree with the decision of the assessor.

**Applying for More Than One Program**

Each owner is eligible to receive benefit from only one program. However, if you think you meet the requirements for more than one program but, as a result of the uncertainty of tax rates or values at the time of application, you are unable to make a decision on which one program you wish to choose, indicate all of the programs at the bottom of this section for which you wish to receive consideration. When the tax rates and values are determined, the assessor will review your application and will send you a letter notifying you of your options. If the letter indicates that you do not qualify or if you disagree with any decision in the letter, you may appeal. You must respond to the option letter within the specified time period or it will be assumed that you do not wish to participate in any of the property tax relief programs. In that case, you will be so notified and you will have the chance to appeal.

**Please read the descriptions and requirements of the three programs on the following pages and then select the program(s) for which you are applying:**

Fill in applicable circles:

- Elderly or Disabled Exclusion
- Disabled Veteran Exclusion
- Circuit Breaker Tax Deferment Program

You Must Complete:

- Parts 2, 5, 6
- Parts 3, 6
- Parts 4, 5, 6

If you select more than one program, please read ALL of the information on this page!

**Part 2. Elderly or Disabled Exclusion**

**Short Description:** This program excludes the greater of the first \$25,000 or 50% of the appraised value of the permanent residence of a qualifying owner. A qualifying owner must either be at least 65 years of age or be totally and permanently disabled. The owner cannot have an income amount for the previous year that exceeds the income eligibility limit for the current year, which for the 2022 tax year is **\$31,900**. See G.S. 105-277.1 for the full text of the statute.

**Multiple Owners:** Benefit limitations may apply when there are multiple owners. Each owner must file a separate application (other than husband and wife). Each eligible owner may receive benefits under either the Elderly or Disabled Exclusion or the Disabled Veteran Exclusion. The Circuit Breaker Property Tax Deferment cannot be combined with either of these two programs.

**Fill in applicable boxes:**

- Yes  No As of January 1, were either you or your spouse (if applicable) at least 65 years of age? If you answer **Yes**, you do not have to file Form AV-9A Certification of Disability.
- Yes  No As of January 1, were you and your spouse (if applicable) **both** less than 65 years of age and at least one of you was totally and permanently disabled? If you answer **Yes**, you must file Form AV-9A Certification of Disability.

- Requirements:
1. File Form AV-9A Certification of Disability if required above.
  2. Complete Part 5. Income Information.
  3. Complete Part 6. Affirmation and Signature.

**Part 6. Affirmation and Signature**

**AFFIRMATION OF APPLICANT** – Under penalties prescribed by law, I hereby affirm that, to the best of my knowledge and belief, all information furnished by me in connection with this application is true and complete. Furthermore, I understand that if I participate in the Circuit Breaker Property Tax Deferment Program, liens for the deferred taxes will exist on my property, and that when a disqualifying event occurs, the taxes for the year of the disqualifying event will be fully taxed and the last three years of deferred taxes prior to the disqualifying event will become due and payable, with all applicable interest.

Cecilia J Caldwell  
Applicant's Name (please print)

Cecilia J Caldwell  
Applicant's Signature

6-26-22  
Date

\_\_\_\_\_  
Spouse's Name (please print)

\_\_\_\_\_  
Spouse's Signature

\_\_\_\_\_  
Date

Refer to the Instructions on Page 1 for filing information and filing location.\*

**Office Use Only**

Approved: Y / N

Elderly/Disabled

Disabled Veteran

Circuit Breaker:

4%

5%

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ By: \_\_\_\_\_ Comments: \_\_\_\_\_

AV-9A Received: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ NCDVA-9 Received: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

FITR Received: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Income: \$ \_\_\_\_\_

**\*All applications must be submitted by June 1 to be timely filed.**

**Late Applications:** Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the [due date] may be approved by the Department of Revenue, the board of equalization and review, the board of county commissioners, or the governing body of a municipality, as appropriate. **An untimely application for exemption or exclusion approved under this subsection applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed.** [N.C.G.S. 105-282.1(a1)]

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

09942

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 Shannon Livingston in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>172.37</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>172.37</u>

These taxes were assessed through clerical error as follows.

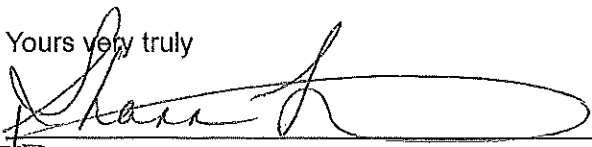
Bill # 0063 777170  
Plate # JHV9471  
Plate Turn In - Total loss  
2021 DODG CP

602 County Tax 154.57  
School Tax \_\_\_\_\_  
F21 Fire Tax 17.80  
City Tax \_\_\_\_\_  
TOTAL \$ 172.37

Mailing Address.

+ 575 Horseshoe Rd.  
Austeyville, NC 28312

Yours very truly

  
Taxpayer

Social Security # \_\_\_\_\_

RECOMMEND APPROVAL

  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_

Date

Initials

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

**09953**

**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 Stephanie Helm  
\_\_\_\_\_ in \_\_\_\_\_ Township, Sampson County, for  
the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>125.61</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>125.61</u>

These taxes were assessed through clerical error as follows.

Bill # 0064 201201  
Plate # JHL 2092  
Plate Turn In - Sold  
2021 NESS MP

County Tax	<u>125.61</u>
School Tax	_____
Fire Tax	_____
City Tax	_____
TOTAL \$	<u>125.61</u>

Mailing Address.

x 290 South Clinton Dr.  
Clinton NC 28328

Yours very truly

Stephanie Helm  
Taxpayer

+ 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

09946

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 Mary W. Hill in NC Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR		\$	
<u>2021</u>		\$	<u>159.48</u>
_____		\$	_____
_____		\$	_____
_____		\$	_____
_____		\$	_____
	TOTAL REFUND	\$	<u>159.48</u>

These taxes were assessed through clerical error as follows.

Surrender Tag - HC 6205  
2016 GMC  
Vehicle sold

<u>Co2</u>	County Tax	<u>144.58</u>
	School Tax	_____
<u>F15</u>	Fire Tax	<u>14.90</u>
	City Tax	_____
	TOTAL \$	<u>159.48</u>

Mailing Address.

Mary W. Hill  
1581 Harnett-Denn Hwy.  
Newton Grove, N.C. 28366

Yours very truly

Mary W. Hill  
Taxpayer

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

09954

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 Lewis Simmons in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2021	\$ 107.77
TOTAL REFUND	\$ 107.77

These taxes were assessed through clerical error as follows.

Bill# 0058056836  
Plate# TB#2561  
2015 Dodge Skat  
Vehicle Sold  
Tag surr.

<sup>G02</sup> County Tax 60.69  
School Tax \_\_\_\_\_  
Fire Tax \_\_\_\_\_  
<sup>K07</sup> City Tax 47.08  
TOTAL \$ 107.77

Mailing Address.

X 709. N. Pine St  
Roseboro NC 28382

Yours very truly

X Lewis Simmons  
Taxpayer

X Social Security # \_\_\_\_\_  
RECOMMEND APPROVAL

Board Approved \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

Jim Johnson  
Sampson County Tax Administrator

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

09935

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 Robert Byron Cain  
\_\_\_\_\_ in \_\_\_\_\_ Township, Sampson County, for  
the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>106.56</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>106.56</u>

These taxes were assessed through clerical error as follows.

Tag #  
HD 8467H

Tag Surrendered  
2016 Ford

602 County Tax 60.01  
 School Tax \_\_\_\_\_  
 Fire Tax \_\_\_\_\_  
107 City Tax 46.55  
 TOTAL \$ 106.56

Mailing Address. Roberta Cain Parker  
Robert Byron Cain  
X 711 N. Broad St.  
Roseboro, NC 28382

Yours very truly

X Robert Byron Cain by  
Taxpayer Roberta Cain Parker, Exec

X 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

09941

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 Joseph David Jones in PV Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>354.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>354.00</u>

These taxes were assessed through clerical error as follows.

Transfer error - corrected exempted removed.  
10-0520480-02  
# 85109  
411 N. Spring Branch Rd.

201	County Tax	<u>319.18</u>
	School Tax	_____
404	Fire Tax	<u>34.82</u>
	City Tax	_____
	TOTAL \$	<u>354.00</u>

Mailing Address.

Joseph David Jones  
X 435 N. Spring Branch Rd  
Dunn N.C 28334

Yours very truly

X Joseph David Jones  
Taxpayer

X Social Security \_\_\_\_\_

RECOMMEND APPROVAL

[Signature]  
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 2022-2023

1. It is requested that the budget for the Courts Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141600-544000	Contracted services	21,600.00	
11999000-509700	Contingency		21,600.00

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
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2. Reason(s) for the above request is/are as follows:

To allocate funds to continue pandemic cleaning of courtrooms as required by judges order.

*David K. Clack*

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

7/20/2022

*David K. Clack*

(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

*Evan W. G.*

(County Manager & Budget Officer)

Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

MEMO:

7/19/2022

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

1. It is requested that the budget for the COMMUNICAL DISEASE Department  
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551250-512100	SALARIES	103,070.00	
12551250-518100	FICA	6,391.00	
12551250-518120	MEDICARE FICA	1,495.00	
12551250-518200	RETIREMENT	7,792.00	
12551250-518300	GROUP INSURANCE	10,620.00	
12551250-518400	DENTAL INSURANCE	380.00	
12551250-518901	401K	7,731.00	
12551250-526200	DEPARTMENT SUPPLIES	1,000.00	
12551250-526201	DEPARTMENT SUPPLIES EQUIPMENT	2,000.00	
12551250-523900	MEDICAL SUPPLIES	1,000.00	
12551250-519300	MEDICAL SERVICES	500.00	
12551250-529700	LAB SUPPLIES	1,000.00	
12551250-529702	LAB SERVICES	1,000.00	
<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535125-404000		143,959.00	

2. Reason(s) for the above request is/are as follows:

TO ALLOCATE ADDITIONAL STATE CD FUNDING FOR NEW CD POSITION

Wanda Felms  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

7/20, 2022  
Pat W. Mc  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
Earl W. G.  
(County Manager & Budget Officer)

Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

MEMO:

7/19/2022

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

1. It is requested that the budget for the RURAL HEALTH GRANT Department  
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551150-512100	SALARIES	43,508.00	
12551150-518100	FICA	2,641.00	
12551150-518120	MEDICARE FICA	618.00	
12551150-518200	RETIREMENT	3,749.00	
12551150-518300	GROUP INSURANCE	16,056.00	
12551150-518400	DENTAL INSURANCE	615.00	
12551150-518901	401K	2,687.00	
12551150-526200	DEPARTMENT SUPPLIES	8,000.00	
12551150-526201	DEPARTMENT SUPPLIES EQUIPMENT	10,000.00	
12551150-523900	MEDICAL SUPPLIES	45,246.00	
12551150-529700	LAB SUPPLIES	3,000.00	
12551150-529702	LAB SERVICES	6,000.00	
12551150-531100	TRAVEL	2,500.00	
12551150-544000	CONTRACT SERVICES	5,300.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535115-404000		150,000.00	

2. Reason(s) for the above request is/are as follows:

TO ALLOCATE STATE RURAL HEALTH GRANT FUNDS

Wanda Felton  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

7/20, 2022  
Dodd  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

20  
Erin W. G.  
(County Manager & Budget Officer)

Date of approval/disapproval by B.O.C.

**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 2022-2023

1. It is requested that the budget for the Social Services Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13553330-403333	Adult protective services essential funds	18,951.00	
13554360-529925	Links transitional funds	10,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535310-403325	Links transitional funds	10,000.00	
13535310-403319	Adult protective services essential funds	18,951.00	

2. Reason(s) for the above request is/are as follows:  
 To budget additional State funds to provide services to citizens.

*David K. Clack*

\_\_\_\_\_  
 (Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

7/20/2022

*David K. Clack*

\_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_

*Evan W. Curran*

\_\_\_\_\_  
 (County Manager & Budget Officer)

\_\_\_\_\_  
 Date of approval/disapproval by B.O.C.

COUNTY OF SAMPSON  
BUDGET AMENDMENT

MEMO:

15-Jul-22

FROM: Lynn S. Fields

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

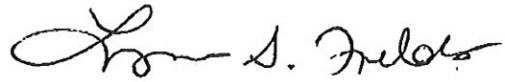
1. It is requested that the budget for the Social Services Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13554360-529924	LINKS SUPPLEMENTAL	\$ 10,500.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13535310-403328	LINKS SUPPLENETAL	\$ 10,500.00	

2. Reason(s) for the above request is/are as follows:

One time allocation to provide \$500 clothing allowance to children in foster care ages 14-17.



(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

7/20, 2022



(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:**

July 13, 2022

FROM: Dana Hall, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023.

1. It is requested that the budget for the AGING Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558670-526200	HOME REPAIRS - DEPT. SUPPLIES	\$ 644.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035867-408403- 409900	<del>HOME REPAIRS - FAN PROJECT</del> Fund Balance Appropriated	\$ 644.00	

2. Reason(s) for the above request is/are as follows:  
To budget for for state fan grant, Operation Heat Relief.

Dana Hall  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

7/20, 2022  
Dana Hall  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
Evan W. G.  
(County Manager & Budget Officer)

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

22-23-02

COUNTY OF SAMPSON  
BUDGET AMENDMENT

MEMO:

12-Jul-22

FROM: Lynn S. Fields

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2021-2022-<sup>22 23</sup>

1. It is requested that the budget for the Social Services Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13554360-529924	LINKS - SUPPLEMENTAL	\$ 9,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13535310-403388	LINKS	\$9,000.00	

2. Reason(s) for the above request is/are as follows:

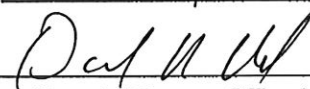
establish NEW allocation of LINKS Supplemental clothing funds for FY22-23

  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

7/20, 2022

  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

  
(County Manager & Budget Officer)

Date of approval/disapproval by B.O.C.

22-23-02

COUNTY OF SAMPSON  
BUDGET AMENDMENT

MEMO:

15-Jul-22

FROM: Lynn S. Fields

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

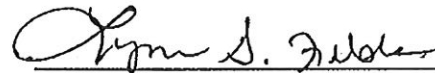
1. It is requested that the budget for the Social Services Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13553100-512200	OVERTIME SALARIES	\$ 22,000.00	
13553100-532100	TELEPHONE AND POSTAGE	\$ 3,600.00	
13553100-538100	DATA PROCESSING	\$ 52,302.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13535310-403375	FOOD STAMP ADMIN	\$ 77,902.00	

2. Reason(s) for the above request is/are as follows:

Additional FNS Administrative funds have been allocated to enhance the Food and Nutrition Services Program. Additional equipment and software will be purchased to modernize and enhance customer service delivery. Funds will also be utilized to pay over-time for food and nutrition staff as they process additional applications and recertifications.



(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

7/20, 2022



(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: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

1. It is requested that the budget for the Recreation Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761201-526215	Sports programs	5,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999-409900	Fund balance appropriated	5,000.00	

2. Reason(s) for the above request is/are as follows:  
 To budget unspent Fitness Renaissance donation from Dr. Newton for sports programs.

*David K. Clack*

\_\_\_\_\_  
 (Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

7/20/2022

*David K. Clack*

\_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_

*Evan W. G.*

\_\_\_\_\_  
 (County Manager & Budget Officer)

\_\_\_\_\_  
 Date of approval/disapproval by B.O.C.

**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 2022-2023

1. It is requested that the budget for the Various Departments be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243200-535100	Maint/repair bldgs and grounds	2,600.00	
11243100-555001	Capital outlay grant	9,250.00	
11243100-555000	Capital outlay other	109,205.00	
11761100-554000	Capital outlay vehicles	30,432.00	
02558670-554000	Capital outlay vehicles	39,569.00	
11243300-526200	Department supplies	783.00	
11243700-554000	Capital outlay vehicles	174,855.00	
11243300-521300	Uniforms	5,404.00	
11243250-526200	Department supplies	4,432.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999-409800	Fund balance approp encumbrances	151,487.00	
02035867-409800	Fund balance approp encumbrances	39,569.00	

2. Reason(s) for the above request is/are as follows:  
 To bring forward funds for items order prior to 6/30/2022 but not yet received.

*David K. Clack*

\_\_\_\_\_  
 (Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

7/20/2022

*David K. Clack*

\_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

*Ernest W. ...*

\_\_\_\_\_  
 (County Manager & Budget Officer)

\_\_\_\_\_  
 Date of approval/disapproval by B.O.C.

# 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: July 19<sup>th</sup>, 2022

Attached are the items that will be presented for approval by the Health Advisory Board on July 18, 2022. These are for the new FY 22-23 and are being submitted for approval by the County Commissioners.

- I. Fee/CPT Code Update
- II. HIPAA Policy with Email Policy addition
- III. Contracts for School Nursing Services – Clinton City Schools, Sampson County Schools

The following are included with the budget amendments:

- IV. Agreement Addendum 546 Communicable Disease Pandemic Recovery Funds (\$143,959): Funds provided for local health departments to expand communicable disease surveillance, detection, control, and prevention activities to address COVID 19 and other communicable disease-related challenges impacted by the COVID-19 pandemic.
- V. Rural Health Grant Funds (\$150,000):  
The purpose of this contract is to provide Community Health Grant funding to support primary and preventative medical care services to uninsured and medically indigent patients.

Thank you for your assistance.

Attachment:

- Fee/CPT Code Update
- Email Policy Addition (HIPAA)
- School Nursing Services Contracts

## Sampson County Health Department Fees/CPT Update

**07/18/2022**

<b>Date Added</b>	<b>Name of Procedure</b>	<b>LabCorp Order Number</b>	<b>CPT Code</b>	<b>Price</b>
04/26/2022	Rabies Titer	N/A	86382	\$100 (Price increase from \$69.00 due to increases in shipping costs)
07/18/2022	Panorama Prenatal Panel Plus	N/A	81420 w/NC modifier	\$311.25 \$0
07/18/2022	Horizon Basic	N/A	81220 w/NC modifier	\$311.25 \$0
07/18/2022	Panorama w/ Horizon Combo	N/A	OL020 w/NC modifier	\$436.25 \$0

**Sampson County Health Department**  
**Section 16: Communication by Texting, Appointment Card,**  
**Phone Call, Letter, & Email**

**Purpose:**

To provide guidance regarding the use of text messaging between health department staff and clients

To provide guidance regarding the use of appointment cards during correspondence with health department clients

To provide guidance regarding the use of telephone calls and/or messages during correspondence with health department clients

To provide guidance regarding the use of letters for correspondence with health department clients

To provide, if necessary, guidance regarding the use of email for correspondence with health department clients.

**Policy:**

Sampson County Health Department is committed to maintaining the privacy confidentiality, and security of patients protected health information. It is the policy of the Sampson County Health Department to permit the limited use of text messaging and email to communicate with the public or clients in a manner that is consistent with the HIPAA Security Rule (45 CFR Part 164, Subpart C).

**Definitions:**

1. *SMS or text message*: A 160-character message sent over a cell phone or through a web-based interface to one or more cellphone recipients.
2. *Short codes*: Five or six digit special telephone numbers used for sending SMS messages.
3. *Protected health information (PHI)*: Individually identifiable health information in any form whether oral, written or electronic. Individually identifiable health information is information that:
  - A. Relates to the individual's past, present or future physical or mental health or condition; the provision of health care to the individual; or the past, present, or future payment for the provision of health care to the individual; and
  - B. Identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual.
4. *Electronic protected health information (ePHI)*: Protected health information that is transmitted or maintained in electronic media.
5. *Subscriber*: A person who opts-in to a program to receive text messages with general public health content, such as educational messages.

### Email:

It is not SCHD's common practice to transmit via email ANY patient information that clearly identifies a patient. However, it is acceptable if a client is exercising their right of access when requesting records and has provided the required information and/or consents to obtain the requested information. It is also acceptable if there is an overriding need that would expedite patient care and/or disease outbreak surveillance wherein transmission by email would be the most expedient way to share information when timely receipt of the information is of the essence.

### Process when Email is requested by the patient:

1. Medical records transmitted via email will be per patient request only.
2. When a patient initiates email correspondence, staff will encourage patient to use the patient portal or fax.
3. Patient will have to correctly identify the following patient identifiers:
  - a) Full Legal Name
  - b) Date of Birth
  - c) Address in the patient's chart
4. If patient refuses to use the patient portal or fax; both patient, provider/SCHD staff must agree to the use of email as a form of communication. This will come after the staff member has explained the security risks that are involved when using email as a form of communication.
5. Email communication will be decided upon on a case-by-case basis and will not become an ongoing communication.
6. All emails being sent from the Health Department to an outside email address must be encrypted. Authorized staff may only use email addresses they have been provided for work purposes. Using third party email addresses is **strictly prohibited**.
7. Once email communication has been initiated, response time from the SCHD to the patient must not exceed three (3) business days. All staff members should have an always message in place when out of the office for more than three (3) business days.

The following must be printed and placed in the patients' medical record if discussed through email:

1. Notification of test results, treatment plans or follow-up recommendations.
2. Patient's report about their progress, response to treatment, etc.
3. Informed consent process discussions about a treatment or procedure.

NOTICE TO PATIENTS must be included in ALL emails that are sent to patients.

“NOTICE TO PATIENTS: Email communications are not considered to be private or secure. There are many ways that both authorized and unauthorized users may have access to email communications. Patients are strongly cautioned against sending sensitive, detailed personal information to providers via email. Email should also not be used to convey information of an urgent nature. For urgent matters, patients should call the clinic at (910) 592-1131 ext 4001.”

Only authorized positions will be allowed to communicate with patients via email. The positions are:

- A. Health Director
- B. Director of Nursing
- C. Clinic Supervisor

- D. Physician Extender
- E. Medical Records Assistant
- F. Administrative Assistant

Confidential Communications:

If a patient has requested communication in a confidential manner, such as by alternative means (i.e., another phone number or address) or at an alternative location, the agency must accommodate the request.

Responding to Text Messages Received from Subscribers or Clients

1. The health department will respond to text messages received from subscribers to general public health text messages.
2. The health department *will* respond to text messages generated by health care clients with a text message asking the client to call. The response should include the first name and phone number of the appropriate person to call.
3. Messages received from subscribers or clients will be deleted from mobile devices after necessary information is documented in accordance with records retention policies.

Specific Policies for Text Messaging Programs that Send Public Health Messages to Subscribers

1. Opt-In Requirement: To receive text messages through a program covered by this policy, a subscriber must opt in.
  - a) A subscriber may opt in to receive general public health messages by signing a written opt-in form that is updated annually.
  - b) The opt-in method must provide the following information:
    - i. A statement that the subscriber's cellular service provider may charge the subscriber a fee for transmitting and delivering text messages.
    - ii. Instructions for how to opt-out of receiving text messages.
    - iii. A request that the subscriber notify the program of a change in phone number, and information about how to provide that information.
  - c) Opt-out information should be sent to subscribers periodically to remind them how to unsubscribe from text messaging.
2. Messages Must Not Contain PHI: SMS text messages sent through a program for sending public health messages to subscribers must not contain protected health information.

**2022-2023**  
**Contract for School Health Nursing Services**  
**Between the**  
**Sampson County Health Department and Sampson County Schools**

This agreement is between the Sampson County Health Department, hereinafter referred to as the “Department” and the Sampson County Schools, hereinafter referred to as the “School” is entered into for the purpose of providing school nursing services to the students of the Sampson County School System.

Whereas both the Department and School mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being of all students in Sampson County Schools, and

Whereas both the Department and the School mutually agree that the long-term purpose of these funds is to provide full time nursing services to each school in the system, and

Whereas both the Department and the School mutually agree that the School Nurse Funding Initiative (SNFI) enacted by the General Assembly is a useful step toward the goal of having a nurse to student ratio that meets the nation and state recommendation of 1:750, and

Whereas both the Department and the School mutually agree to continue providing school nursing services as specified in the annually developed “Memorandum of Agreement between Sampson County Health Department and Sampson County Schools,”

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Department and Schools agree as follows:

**The Department agrees:**

1. To provide funds not to exceed \$250,000.00 to the school for the purpose of supporting five, 10 month nationally certified school nurse(s) or registered nurse(s) working toward certification, to provide school nursing services for the 2022-2023 school year.
2. That the funds will be paid monthly upon submission of an invoice that specifies personnel and other allowable costs and that the Department shall pay the school within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
3. That the funds may be used only for personnel costs (salary and fringe) and continuing education costs up to \$750 per SNFI position.

**The School agrees:**

1. To provide a detailed budget (Attachment III) to the Department by August 31, 2022.
2. To utilize funds not to exceed \$250,000.00 for the purpose of supporting (one or more) 10 month nationally certified school nurse(s) or registered nurse(s) working toward certification, to provide school nursing services for the 2022-2023 school year.
3. To comply with assurances in Attachment I (Need to sign and return with the agreement.)
4. The nurse(s) will provide direct nursing services to students within one or more schools following the scope of service in Attachment II.



5. To submit an invoice to the Department monthly that specifies personnel and other allowable costs for the period.
6. To provide adequate space, computer equipment and supplies for the designated position through other funds at a level comparable to the support provided to all school nurses supported by the Department of the School.
7. To inform the Department of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.
8. To maintain documentation that each nurse employed under this contract is and remains current in his/her licensure as a Registered Nurse in good standing the North Carolina Board of Nursing.
9. To provide supervision within the school consistent with the annual Memorandum of Agreement.
10. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of this contract for the contract positions and for all nurses employed directly by the school but functioning under the direction of the annual Memorandum of Agreement.

This contract shall be in effect for the period July 1, 2022 through June 30, 2023 and is renewable annually thereafter. Either party may terminate this contract with or without cause upon sixty (60) days written notice.

FOR AND ON BEHALF OF:

Wanda Robinson  
Wanda Robinson (Health Director)

Date: 4/21/22

FOR AND ON BEHALF OF:

Dr. David Goodin  
Dr. David Goodin (Superintendent)

Date: 6-14-22

*This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.*

David Clack  
David Clack  
Sampson County Finance Officer

Date: 7/20/2022

Edwin W. Causey  
Edwin W. Causey  
County Manager

Date: \_\_\_\_\_

FOR AND ON BEHALF OF THE COUNTY OF SAMPSON

\_\_\_\_\_ (Chair County Commissioners)

Date: \_\_\_\_\_

**Attachment 1**

**ASSURANCES**

(To be initiated by Superintendent of Local Education Agency or other School CEO)

Initials

Assure that these contracted funds will not be used to supplant existing federal, State, or local funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

DL

Assure that school nurses will be allowed to participate in required trainings.

DL

## Attachment II

### Scope of Work

#### I. Purpose:

The purpose of the contract is to improve the school nurse to student ratio in the school district in order to have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local capacity to provide basic health services to students.

#### II. Scope of Work and Deliverables:

**The School shall, for approximately 8,586 students:**

1. Employee 5 nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time.

School Nurse Assignment	# SNFI Nurses
Sampson County Schools as assigned- Attachment C	5

2. Submit, annually, a written work plan from each school nurse, no later than one month from hire.
  - A. The plan shall address delivery of basic health services, including activities, strategies and goals, within, but not limited to, the following areas:
    - a) Preventing and responding to communicable disease outbreaks;
    - b) Developing and implementing plans for emergency medical assistance for students and staff;
    - c) Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs;
    - d) Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this services;
    - e) Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals; and

- f) Assuring that mandated health related activities are completed, i.e. Kindergarten Health Assessments, Immunization Status Report, blood-borne pathogen control plan (OSHA) requirements, etc.

And, as required by HB 200 SL 2011-145 Section 10.22 (b)—School nurses funded by SNFI do not assist in any instructional or administrative duties associated with a school’s curriculum and do perform all of the following with respect to school health programs:

- g) Serve as coordinator of the health services program and provide nursing care;
  - h) Provide health education to students, staff, and parents;
  - i) Identify health and safety concerns in the school environment and promote a nurturing school environment;
  - j) Support healthy food services programs;
  - k) Promote health physical education, sports policies, and practices;
  - l) Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies;
  - m) Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee;
  - n) Provide health education and counseling and promote health activities and a healthy environment for school staff;
  - o) Be available to assist the county health department during a public health emergency.
- B. The plan shall also outline the steps the nurse(s) will take toward meeting degree and certification requirements, if not already certified, no later than the date of completion of three years employment as a school nurse in North Carolina.

3. Submit a mid-year review of progress toward achieving goals in the annual plan, scheduled by January 31 (if hired at start of school year) or by a date to be determined with DPH regional school nurse consultant, if hired at a date different from start of school year.
4. Submit an annual report that addresses the overall progress toward meeting the work plan outcomes, related, but not limited to, the health service areas listed above. Any information regarding strengths, challenges and the accomplishments of the position will also be reviewed. The report form for the annual report will be provided to the contractor in September of each school year. The report is due no later than a week after the end of the school year; prior to resignation if not working the full school year; or upon a date to be determined with the DPH regional school nurse consultant.

**As a result of this contract, the following outputs shall be attained:**

- 5 nationally certified school nurse(s) or registered nurse(s) to work full time to service 8,586 students.
- An annual Work Plan to provide basic health services.

**III. Performance Measures/Reporting Requirements:**

**The School shall:**

1. Submit to the Contract Administrator within 30 days a recruitment plan for any position that is vacant at the time this contract is executed.
2. Notify the Contract Administrator in the Division of Public Health within four (4) working days after initial hire or replacement hire for this position, on a form that is supplied by the Contract Administrator upon execution of the contract or agreement addendum. This notification must include all items listed on the form, including information about nursing education and certification.
3. Notify the Contract Administrator within four (4) working days in the event that the position becomes vacant, on a form supplied by the Division. The plan must include the procedure to recruit for this position.
4. Assure that registered nurse hired into this position is duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
5. Submit an annual report as outlined above, on a form supplied by the Division, by the specified date.
6. Provide data to the Local Education Agency for inclusion in the North Carolina Annual Survey of Public-School Health Services. The data must be provided to the LEA in time for its submission of the report to the Regional School Nurse Consultant prior to the conclusion of the academic year.
7. Assure that the newly hired School Nurse Funding Initiative school nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees. Assure that up to \$750 will be budgeted for participation in other professional development workshop(s) or conference(s), if funds are available. The school nurse must participate in School Nursing: Roles and Responsibilities, an Orientation Workshop, unless previously attended. If funds are available and if the nurse has previously attended that workshop, assure that the school nurse will be allowed to participate in a School Nurse Certification review course; Pediatric Physical Assessment for School Nurses Workshop, School Nurse Role in Emergency Care Workshop, and/or The Annual School Nurse Conference.
8. Collaborate with the School Nurse Consultant on DPH initiatives in an effort to help implement these at the local level (e.g., school nurse case management project, immunization initiatives, etc.)

9. Assure that school nurse(s) employed through this contract will be supported at the same level as other school nurse(s) in the LEA, providing adequate space, computer equipment, supplies, in-district travel expenses, etc.
10. For any school nurse who is not certified at the time of hire, submit a plan that would result in certification, including timelines for achieving education and certification goals. The plan should be submitted to the regional school nurse consultant within 30 days of hire. This plan must be updated at least twice annually until the nurse is certified.
11. Assure that the LEA/LHD Memorandum of Agreement that exists between all health districts and local education agencies clearly states that emergency/disaster service by SNFI nurses is an allowable use of their time.
12. Assure that the priority of the allocation during a full year will support salary and fringe for the school nurse(s). However, where the allocation exceeds the amount needed to fully fund the school nurse(s) salary and fringe, lapsed salary and fringe may be used to support training as described above in number 7.  
**Note: No other expenditures are allowable using this allocation.**
13. Assure that if salaries and fringe exceed the state allocation, local funds will be used. If more than one position is allocated, state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualify one nurse for more than \$50,000 and another for less than \$50,000.
14. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI school nurse, contract program administrator, and contract fiscal officer.
15. Provide advance notification to the regional school nurse consultant should a change in local school nurse position number or assignment be expected to affect the level of student service provided by the SNFI nurse.
16. If SNFI funds are sub-contracted, provide a copy of the sub-contract and attachments to the NC Division of Public Health upon execution.

**The short-term and/or interim outcomes of this contract are:**

- A. Reduce the nurse to student ration in Sampson County Schools from 1/2744 approximately to 1/1029 approximately.
- B. Improve access to basic health services for 100% of students served.

**IV. Performance Monitoring and Quality Assurance:**

- A. **The School shall adhere to the following service quality measures for this contract:**

1. Service is provided by a nationally certified school nurse. If the nurse hired with these funds is not nationally certified, service is provided by a registered nurse working towards certification. This requirement shall be completed no later than the date of completion of three years of employment as a school nurse in North Carolina.
2. Services are provided in accordance with standards established by the NC Nurse Practice Act and the NC Board of Nursing.
3. Services are provided in a culturally sensitive manner.

**B. This contract will be monitored according to the following plan:**

1. Contract Administrator and central office program staff will review budgets and expenditures to assure that funds are spent according to agreed upon budgets.
2. Contract Administrator will monitor vacancies, recruitment and hiring.
3. Program staff will maintain regular contact (email, phone, on-site) with the Contractor to review progress on contract deliverables.
4. Upon completion of the annual work plan regional school nurse consultants will review assurance of deliverables as outlined in this contract. At midyear, and more often if necessary, regional school nurse consultants will review progress on contract deliverables and provide a sub-recipient monitoring report to the Contract Administrator. The report will demonstrate assurance that program goals are being addressed and that all deliverables are on target to be met. If the report indicates failure to adhere to deliverables in this contract, the contractor will work with the regional consultant and the Contract Administrator to develop a corrective action plan. If the corrective action plan does not meet contract requirements, the Division may take action resulting in cessation of funding.
5. Results of monitoring activities will be provided to the DHHS Program Monitoring System.

**V. Funding Guidelines or Restrictions:**

The School shall only use funds for salary, fringe and to support continuing education and required school nurse training.

The School shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

If the SNFI nurse is hired by the local Health Department for 12 months, funds in the amount of 1/12 of the annual allocation shall be drawn down each month to support the SNFI nurse salary, fringe, and continuing education. If SNFI funds are contracted with other employers (LEA, hospital) the draw down may be no

**Attachment III**  
**BUDGET**  
SNFI Contract Budget

**I. SALARIES**

Position Title	Name*	Annual Salary	Type Position	Amount Paid by Local Agency	Amount Paid by State Contract
1. Nurse 1	Name Lea Ann Miller	\$ 50,650	D 12-month D 11-month <input checked="" type="checkbox"/> 10-month		\$ 50,650
2. Nurse 2	Name Nancy Fryar	\$ 55,720	D 12-month D 11-month D 10-month		\$ 55,720
3. Nurse 3	Name Cary Booyer	\$ 55,720	D 12-month D 11-month <input checked="" type="checkbox"/> 10-month		\$ 55,720
4. Nurse4	Name Elizabeth Thomasson	\$ 55,720	D 12-month D 11-month <input checked="" type="checkbox"/> 10-month		\$ 55,720
5. Nurse 5	Name Michelle Williams	\$ 55,720	D 12-month D 11-month <input checked="" type="checkbox"/> 10-month	25,530	\$ 32,190
<b>TOTAL SALARY PAID BY CONTRACT</b>					<b>\$ 250,000</b>

\* List VACANT if position not filled at the time of this report.



## II. FRINGE

Position Title	Name*	Type and Rate	Amount Paid by Local Agency	Amount Paid by the State Contract
1. Nurse 1	Name	D Retirement Rate: 22.89%	11,594	
Lea Ann Miller		D FICA Rate: 7.65%	3,875	
		D Medical Rate/Amount: \$	7,019	
		D Other: Rate:		
2. Nurse 2	Name	D Retirement Rate: 22.89 %	12,754	
Nancy Fryar		D FICA Rate: 7.65%	4,263	
		D Medical Rate/Amount: \$	7,019	
		D Other: Rate:		
3. Nurse 3	Name	D Retirement Rate : 22.89%	12,754	
Cary Booyer		D FICA Rate: 7.65%	4,263	
		D Medical Rate/Amount: \$	7,019	
		D Other: Rate:		
4. Nurse 4	Name	D Retirement Rate : 22.89%	12,754	
Elizabeth Thomasson		D FICA Rate: 7.65%	4,263	
		D Medical Rate/Amount: \$	7,019	
		D Other: Rate:		
5. Nurse 5	Name	D Retirement Rate : 22.89%	12,754	
Michelle Williams		D FICA Rate: 7.65%	4,263	
		D Medical Rate/Amount: \$	7,019	
		D Other: Rate:		
<b>TOTAL FRINGE PAID BY CONTRACT</b>			<b>\$ 118,632</b>	<b>\$ 0.00</b>

\*Fringe benefit amounts may change due to longevity, etc. that the employee may be eligible for during the school year.

**Justification:** Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local school district's capacity to provide basic health services to students.

III. Other

<b>STAFF TRAVEL</b>				
In-State		Total miles	Cost per mile	Total Cost
In-state Mileage				\$ -
		Number of nights	Cost per night	Total Cost
In-state Lodging				\$ -
	# of breakfasts	# of lunches	# of dinners	Total Cost (State rate)
State funded Meals, Instate				\$ -
Conference Registration				0.00
<p>TRAINING PAID BY CONTRACT (If no funds available after covering salary and fringe for these positions, leave at 0.00. If funds available, amount is limited to a total of \$750 per position. See Scope of Work for Allowable Costs)</p>				0.00
<b>CONTRACT TOTAL AMOUNT</b>				<b>\$ 250,000</b>

**2022-2023**

**Contract for School Nursing Services  
Between the  
Sampson County Health Department and Clinton City Schools**

This is agreement between the Sampson County Health Department, hereinafter referred to as the “Department” and the Clinton City Schools hereinafter referred to as the “School” or “Hospital” is entered into for the purpose of providing school nursing services to the students of the Clinton City School System.

Whereas both the Department and the School mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being of all students in Clinton City Schools, and

Whereas both the Department and the School mutually agree that the long-term purpose of these funds is to provide full-time nursing services to each school in the system, and

Whereas both the Department and the School mutually agree that the School Nurse Funding Initiative (SNFI) enacted by the General Assembly is a useful step toward the goal of having a nurse to student ratio that meets the nation and state recommendation of 1:750, and

Whereas both the Department and the School mutually agree to continue providing school nursing services as specified in the annually developed “Memorandum of Agreement between Sampson County Health Department and Clinton City Schools;”

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Department and Schools agree as follows:

**The Department agrees:**

1. To provide funds not to exceed \$150,000.00 to the sub-contractor for the purpose of supporting nationally certified school nurse(s) or registered nurse(s) working toward certification to provide school nursing services for the 2022-2023 school year.
2. That the funds will be paid monthly upon submission of an invoice that specifies personnel and other allowable costs and that the Department shall pay the sub-contractor within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
3. That the funds may be used only for personnel costs (salary and fringe) and continuing education costs up to \$750.00 per SNFI position.

**The Sub-Contractor agrees:**

1. To provide a detailed budget (Attachment III) to the Department by August 31, 2022.
2. To utilize funds not to exceed \$150,000.00 for the purpose of supporting (three) 10-month nationally certified school nurse(s) or registered nurse(s) working toward certification, to provide school nursing services for the 2022-2023 school year.
3. To comply with assurances in Attachment I, to be signed and returned.

4. The nurse(s) will provide direct nursing services to students within one or more schools following the scope of service in Attachment II.
5. To submit an invoice to the Department monthly that specifies personnel and other allowable costs for the period.
4. To provide adequate space, computer equipment and supplies for the designated position through other funds at a level comparable to the support provided to all school nurses supported by the Department or the Sub-Contractor.
5. To inform the Department of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.
6. To maintain documentation that each nurse employed under this contract is and remains current in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing.
7. To provide supervision within the Sub-Contractor consistent with the annual Memorandum of Agreement.
8. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of this contract for the contract positions and for all nurses employed directly by the Sub-Contractor but functioning under the direction of the annual Memorandum of Agreement.

This contract shall be in effect for the period July 1, 2022 through June 30, 2023 and is renewable annually thereafter. Either party may terminate this contract with or without cause upon (60) days written notice.

FOR AND ON BEHALF OF

Wanda Robinson  
Wanda Robinson (Health Director)

Date: 4/21/22

FOR AND ON BEHALF OF

Wesley Johnson  
Wesley Johnson, Ed.D. (Superintendent)

Date: 5/18/22

(This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act)

David Clack  
David Clack (Sampson County Finance Officer)

Date: 7/20/2022

Edwin W. Causey  
Edwin W. Causey (County Manager)

Date: \_\_\_\_\_

FOR AND ON BEHALF OF THE COUNTY OF SAMPSON

\_\_\_\_\_  
(CHAIR COUNTY COMMISSIONERS)

Date: \_\_\_\_\_

**Attachment I**

**ASSURANCES**

(To be initialed by Superintendent of Local Education Agency or other Sub-Contractor CEO)

Initials

Assure that these contracted funds will not be used to supplant existing federal, State, or local funds supporting school nurse positions. Communities will Maintain current level of effort and funding for school nurses.

WSS

Assure that school nurses will be allowed to participate in required trainings.

WSS

## Attachment II

### Scope of Work

#### II. Purpose:

The purpose of the contract is to improve the school nurse to student ratio in the school district in order to have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local capacity to provide basic health services to students.

#### III. Scope of Work and Deliverables:

**The Contractor shall, for approximately 3,100 students:**

1. Employ five (3) nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time.

School Nurse Assignment	# SNFI Nurses
Clinton City Schools as assigned - Attachment C	3

2. Submit, annually, a written work plan from each school nurse, no later than one month from hire.
  - A. The plan shall address delivery of basic health services, including activities, strategies and goals, within, but not limited to, the following areas:
    - a) Preventing and responding to communicable disease outbreaks;
    - b) Developing and implementing plans for emergency medical assistance for students and staff;
    - c) Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs;
    - d) Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service;
    - e) Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals; and
    - f) Assuring that mandated health related activities are completed, i.e. Kindergarten Health Assessments, Immunization Status

Report, blood-borne pathogen control plan (OSHA) requirements, etc.

AND, as required by HB 200 SL 2011-145 Section 10.22 (b)-- School nurses funded by SNFI do not assist in any instructional or administrative duties associated with a school's curriculum and do perform all of the following with respect to school health programs:

- g) Serve as coordinator of the health services program and provide nursing care;
- h) Provide health education to students, staff, and parents;
- i) Identify health and safety concerns in the school environment and promote a nurturing school environment;
- j) Support healthy food services programs;
- k) Promote healthy physical education, sports policies, and practices;
- l) Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies;
- m) Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee;
- n) Provide health education and counseling and promote healthy activities and a healthy environment for school staff;
- o) Be available to assist the county health department during a public health emergency.

B. The plan shall also outline the steps the nurse(s) will take toward meeting degree and certification requirements, if not already certified, no later than the date of completion of three years of employment as a school nurse in North Carolina.

3. Submit a mid-year review of progress toward achieving goals in the annual plan, scheduled by Jan. 31 (if hired at start of school year) or by a date to be determined with DPH regional school nurse consultant, if hired at a date different from start of school year.
4. Submit an annual report that addresses the overall progress toward meeting the work plan outcomes, related, but not limited to, the health service areas listed above. Any information regarding strengths, challenges and the accomplishments of the position will also be reviewed. The report form for the annual report will be provided to the contractor in September of each school year. The report is due no later than a week after the end of the school year; prior to resignation if not working the full school year; or upon a date to be determined with the DPH regional school nurse consultant.

**As a result of this contract, the following outputs shall be attained:**

Three (3) nationally certified school nurse(s) or registered nurse(s) to work full time to serve approximately 8,586 students.

An annual Work Plan to provide basic health services.

**IV. Performance Measures/Reporting Requirements:**

The contractor shall:

1. Submit to the Contract Administrator within 30 days a recruitment plan for any position that is vacant at the time this contract is executed.
2. Notify the Contract Administrator in the Division of Public Health within four (4) working days after initial hire or replacement hire for this position, on a form that is supplied by the Contract Administrator upon execution of the contract or agreement addendum. This notification must include all items listed on the form, including information about nursing education and certification.
3. Notify the Contract Administrator within 4 working days in the event that the position becomes vacant, on a form supplied by the Division. The plan must include the procedure to recruit for this position.
4. Assure that registered nurse hired into this position is duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
5. Submit an annual report as outlined above, on a form supplied by the Division, by the specified date.
6. Provide data to the Local Education Agency for inclusion in the North Carolina Annual Survey of Public School Health Services. The data must be provided to the LEA in time for its submission of the report to the Regional School Nurse Consultant prior to the conclusion of the academic year.
7. Assure that the newly hired School Nurse Funding Initiative school nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees. Assure that up to \$750 will be budgeted for participation in other professional development workshop(s) or conference(s), if funds are available. The school nurse must participate in School Nursing: Roles and Responsibilities, an Orientation Workshop, unless previously attended. If funds are available and if the nurse has previously attended that workshop, assure that the school nurse will be allowed to participate in a School Nurse Certification review course; Pediatric Physical Assessment for School Nurses Workshop, School Nurse Role in Emergency Care Workshop, and/or 28<sup>th</sup> Annual School Nurse Conference.
8. Collaborate with the School Nurse Consultant on DPH initiatives in an effort to help implement these at the local level (e.g., school nurse case management project, immunization initiatives, etc.)
9. Assure that school nurse(s) employed through this contract will be supported at the same level as other school nurse(s) in the LEA, providing adequate space, computer equipment, supplies, in-district travel expenses, etc.
10. For any school nurse who is not certified at the time of hire, submit a plan that would result in certification, including timelines for achieving education and certification goals. The plan should be submitted to the regional school nurse



consultant within 30 days of hire. This plan must be updated at least twice annually until the nurse is certified.

11. Assure that the LEA/LHD Memorandum of Agreement that exists between all health districts and local education agencies clearly states that emergency/disaster service by SNFI nurses is an allowable use of their time.
12. Assure that the priority of the allocation during a full year will support salary and fringe for the school nurse(s). However, where the allocation exceeds the amount needed to fully fund the school nurse(s) salary and fringe, lapsed salary and fringe may be used to support training as described above in number 7.  
**Note: No other expenditures are allowable using this allocation.**
13. Assure that if salaries and fringe exceed the state allocation, local funds will be used. If more than one position is allocated, state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualifies one nurse for more than \$50,000 and another for less than \$50,000.
14. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI school nurse, contract program administrator, and contract fiscal officer.
15. Provide advance notification to the regional school nurse consultant should a change in local school nurse position number or assignment be expected to affect the level of student service provided by the SNFI nurse.
16. If SNFI funds are sub-contracted, provide a copy of the sub-contract and attachments to the NC Division of Public Health upon execution.

**The short-term and/or interim outcomes of this contract are:**

- A. Reduce the nurse to student ratio in Clinton City Schools from 1/775 approximately to 1/750 approximately.
- B. Improve access to basic health services for 100% of students served.

**V. Performance Monitoring and Quality Assurance:**

**A. The Contractor shall adhere to the following service quality measures for this contract:**

1. Service is provided by a nationally certified school nurse. If the nurse hired with these funds is not nationally certified, service is provided by a registered nurse working towards certification. This requirement shall be completed no later than the date of completion of three years of employment as a school nurse in North Carolina.
2. Services are provided in accordance with standards established by the NC Nurse Practice Act and the NC Board of Nursing.
3. Services are provided in a culturally sensitive manner.

**B. This contract will be monitored according to the following plan:**

1. Contract Administrator and central office program staff will review budgets and expenditures to assure that funds are spent according to agreed upon budgets.
2. Contract Administrator will monitor vacancies, recruitment and hiring.
3. Program staff will maintain regular contact (email, phone, on-site) with the Contractor to review progress on contract deliverables.
4. Upon completion of the annual work plan regional school nurse consultants will review assurance of deliverables as outlined in this contract. At midyear, and more often if necessary, regional school nurse consultants will review progress on contract deliverables and provide a sub-recipient monitoring report to the Contract Administrator. The report will demonstrate assurance that program goals are being addressed and that all deliverables are on target to be met. If the report indicates failure to adhere to deliverables in this contract, the contractor will work with the regional consultant and the Contract Administrator to develop a corrective action plan. If the corrective action plan does not meet contract requirements, the Division may take action resulting in cessation of funding.
5. Results of monitoring activities will be provided to the DHHS Program Monitoring System.

#### **VI. Funding Guidelines or Restrictions:**

The contractor shall only use funds for salary, fringe and to support continuing education and required school nurse training.

The contractor shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

If the SNFI nurse is hired by the local Health Department for 12 months, funds in the amount of 1/12 of the annual allocation shall be drawn down each month to support the SNFI nurse salary, fringe, and continuing education. If SNFI funds are contracted with other employers (LEA, hospital) the draw down may be no more than is billed monthly by the contractor without prior approval of the DPH contract administrator.

**Attachment III  
BUDGET  
SNFI Contract Budget**

**I. SALARIES**

<b>Position Title</b>	<b>Name *</b>	<b>Annual Salary</b>	<b>Type Position</b>	<b>Amount Paid by Local Agency</b>	<b>Amount Paid by State Contract</b>
1. Nurse 1	Name Jeana Hair-Ray	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$ 32,925.54
2. Nurse 2	Name Jana Hobson	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$ 32,925.54
3. Nurse 3	Name Donna Royal	\$	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$ 32,925.54
<b>TOTAL SALARY PAID BY CONTRACT</b>					<b>\$98,776.62</b>

\* List VACANT if position not filled at the time of this report.

## II. FRINGE

Position Title	Name *	Type and Rate	Amount Paid by Local Agency	Amount Paid by the State Contract
1. Nurse 1	Name	<input type="checkbox"/> Retirement Rate : <sup>22.94%</sup> 10.51%		7,536.166
	Jeana Ham-Ray	<input type="checkbox"/> FICA Rate: 7.65%		2,518.80
		<input type="checkbox"/> Medical Rate/Amount: \$		7,019.00
		<input type="checkbox"/> Other: Rate:		
2. Nurse 2		Name	<input type="checkbox"/> Retirement Rate : <sup>22.94%</sup> 10.51%	
	Jana Hobson	<input type="checkbox"/> FICA Rate: 7.65%		2,518.80
		<input type="checkbox"/> Medical Rate/Amount: \$		7,019.00
		<input type="checkbox"/> Other: Rate:		
3. Nurse 3		Name	<input type="checkbox"/> Retirement Rate : <sup>22.94%</sup> 10.51%	
	Donna Royal	<input type="checkbox"/> FICA Rate: 7.65%		2,518.80
		<input type="checkbox"/> Medical Rate/Amount: \$		7,019.00
		<input type="checkbox"/> Other: Rate:		
4. Nurse 4		Name	<input type="checkbox"/> Retirement Rate : %	
		<input type="checkbox"/> FICA Rate: %		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
5. Nurse 5		Name	<input type="checkbox"/> Retirement Rate : %	
		<input type="checkbox"/> FICA Rate: %		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
<b>TOTAL FRINGE PAID BY CONTRACT</b>				<b>\$5,223.38</b>

\*Fringe benefit amounts may change due to longevity, etc. that the employee may be eligible for during the school year.

**Justification:** Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local school district's capacity to provide basic health services to students.

**III. Other**

<b>STAFF TRAVEL</b>				
<b>In-State</b>		<b>Total miles</b>	<b>Cost per mile</b>	<b>Total Cost</b>
In-state Mileage				\$ -
		<b>Number of nights</b>	<b>Cost per night</b>	<b>Total Cost</b>
In-state Lodging				\$ -
	<b># of breakfasts</b>	<b># of lunches</b>	<b># of dinners</b>	<b>Total Cost (State rate)</b>
State funded Meals, Instate				\$ -
Conference Registration				0.00
<b>TRAINING PAID BY CONTRACT (If no funds available after covering salary and fringe for these positions, leave at 0.00. If funds available, amount is limited to a total of \$750 per position. See Scope of Work for Allowable Costs)</b>				<b>0.00</b>

<b>CONTRACT TOTAL AMOUNT</b>	<b>\$150,000.00</b>

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. \_\_\_\_\_

Meeting Date: August 1, 2022

Information Only  
 Report/Presentation  
 Action Item  
 Consent Agenda

Public Comment  
 Closed Session  
 Planning/Zoning  
 Water District Issue

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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.*

**(Board of Health Items)**

- a. Health Advisory Board Minutes, May 16, 2022

To: Mr. Edwin Causey  
County Manager

Susan Holder  
Assistant County Manager

From: Wanda Robinson  
Health Director

Subject: County Commissioner's Agenda-Information Items

Date: July 19<sup>th</sup>, 2022

Attached are items that will be presented for approval by the Health Advisory Committee on July 18, 2022. They are being submitted as informational items for the County Commissioners.

- I. May 16, 2022 Minutes from SCHD Advisory Committee Meeting

For any questions or comments, please contact me. Your assistance is appreciated.

Attachments:

-May 16, 2022 Minutes from SCHD Advisory Committee Meeting

## **SCHD Advisory Committee Meeting Minutes Monday, May 16<sup>th</sup>, 2022**

**Attendance:** Board Members- Linda Peterson, Robert Butler, Jacqueline Howard, Commissioner Lethia Lee (via telephone), Shane Sundlie, Cassie Faircloth,  
Health Department and Administration Staff- Wanda Robinson, Cherish Allen, Tamra Jones, Kelly Parrish, Kory Hair, Sydney Smith, Edwin Causey, and Joel Starling.

- I. **Call to Order:** Linda Peterson (Jeffery Bell not present)
- II. **Invocation:** Robert Butler
- III. **Approval of Minutes:**
  - a) March 21, 2022 SCHD Advisory Committee Meeting Minutes: Motion to approve made by Robert Butler; 2<sup>nd</sup> by Cassie Faircloth. All in favor.
  - b) March 21, 2022 Dangerous Dog Appeal Hearing Meeting Minutes: Motion to approve made by Jacqueline Howard; 2<sup>nd</sup> by Robert Butler. All in favor.
- IV. **Child Fatality Prevention Report:** Kelly Parrish reported there were eight child deaths and identified two system problems; Use of firearms with intent to kill and use of ATV by unsupervised minor. Recommendations were made on the two system problems and are as follows: Provide education regarding firearm safety; settling altercations without the use of firearms or other weapons. To raise awareness of the impacts related to ATVs while unsupervised. Kelly stated, as documented on report, that the report was completed and submitted to the State by the requested date. See attached report for more details.
- V. **2021-2022 Health Needs Assessment:** Reviewed by Sydney Smith. She stated this assessment was conducted every four years. Wanda Robinson and Sydney Smith reviewed graphs from assessment. Wanda had Committee turn to page 13 and reviewed census details that showed a decrease in population, primarily due to COVID. See attached Assessment.
- VI. **COVID-19 Update:** Kelly Parrish reported there had been a slight increase in cases. SCHD is still waiting on the approval for Pediatric Covid Vaccines from the State. There is an updated dashboard for Wastewater Monitoring. Clinton is being used as a wastewater sample area for viral wastewater samples. Still waiting on data interpretation.
- VII. **Financial**
  - a) Monthly Update: Tamra reported that she had updated EP Visits for January due to completion of keying COVID Tests. Radeas is now testing, not SCHD. Adult Health Clinic has increased due to now performing County Employee Wellness screenings. Most all other numbers are staying constant.



*\*Linda Peterson asked about the baby formula shortage. Wanda reported that the WIC director has reported that at this time citizens are still able to get what they need in the County. There are some resources that have been put out by the State. Providers will be given the opportunity to switch formulas and not necessarily use Gerber (currently covered by WIC) to avoid issues with parents trying to get formula for their children. Dr. Sundlie stated that WIC is also covering different brands in specialty formulas. \**

Tamra reported that Medicaid Revenues are still steady. Deposits are still coming in from insurance companies faster than staff can allocate. See attached reports and graphs.

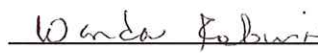
- b) SCHD Fee Schedule/CPT Update: Rabies Titer has been added to fee schedule at \$69.00. Kelly explained that a rabies titer is recommended for Wildlife agents/biologists, and Animal Control Officers even though they receive the pre-exposure rabies vaccine. This is to ensure they are still immune. Prior to now only one lab offered this and it was not feasible. Kelly stated it is nice to finally be able to offer this service. Motion to approve made by Jacqueline Howard; 2<sup>nd</sup> by Robert Butler. All in favor.
- c) Budget: Tamra briefly reviewed proposed budget highlights. She stated that approximately 1.6 million in carry over funds is just COVID funding. There was also some carry over funds from the Rural Health Grant in addition to receiving the grant this year for \$62,800, that we did not receive last year. WIC was also increased by almost \$52,000. With the Primary Care Clinic being started Tamra also increased Adult Health revenues. See attached Budget. Budget increased from 3.8 million to 6.3 million. No questions from Committee.
- d) AA 546 CD Nurse Position: Tamra stated this will be new revenue for FY 22-23 and is not in this year's budget. Amount total \$143,959.00. Motion to approve made by Cassie Faircloth; 2<sup>nd</sup> by Lethia Lee. All in favor.
- e) AA 415 Breastfeeding Peer Counselor Program: Tamra stated that this is also new revenue for FY 22-23 and not in the budget. \$25,290 to support the breastfeeding peer counselor in the WIC program. Motion to approve made by Jacqueline Howard; 2<sup>nd</sup> by Cassie Faircloth. All in favor.

**VIII. Public Comment:** None

**IX. Adjournment:** Motion to adjourn made by Robert Butler; 2<sup>nd</sup> by Cassie Faircloth. All in favor.

Next meeting July 18, 2022.

 7-18-22  
\_\_\_\_\_  
Dr. Jeffrey Bell Date  
Advisory Committee Chair

 7/18/22  
\_\_\_\_\_  
Wanda Robinson Date  
Secretary

**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.