



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
February 7, 2022**

**Convene Regular Meeting (County Auditorium)**  
Invocation and Pledge of Allegiance  
Approve Agenda as Published

**Item 1 Reports and Presentations**

- a. Overview of Services – Mt. Calvary Center for Leadership Development 1 - 15

**Item 2 Planning and Zoning Matters**

- a. Approval of Revised Preliminary Plan – Murray Farms (Phillips Road) 16 - 27

**Item 3 Action Items**

- a. Presentation and Approval of Audit for Fiscal Year Ending June 30, 2021 (**see also separate document**) 28 - 29
- b. Public Hearing – Economic Development Budget Adjustments 30 - 32
- c. Tax Administration - Annual Statutory Activities Related to Tax Collection 33 - 35
- Report of Unpaid Taxes Which Are Liens on Real Property
  - Scheduling of 2022 Board of Equalization and Review Hearings
- d. Clinton City Schools – Approval to Pursue Guaranteed Energy Savings Project 36 - 54
- e. Clinton City Schools – Authorization to Submit Requests for Needs Based Public School Capital Fund 55 - 84
- f. Water Infrastructure Engineering Contract – Authorization of County Manager to Negotiate with Most Qualified RFQ Respondent 85 - 156

**Item 4 Consent Agenda**

- a. Approve the minutes of the January 3, 2022 meeting 157
- b. Approve the minutes of the January 3, 2022 meeting 158 - 162
- b. Authorize the acceptance of certain donated surplus military property on behalf of the Sampson County Sheriff's Office 163 - 164
- c. Declare as surplus certain Sheriff' Department weapons and authorize trade for credit to purchase new weapon 165

**Item 4 Consent Agenda, continued**

- d. Authorize Sampson County Public Works to reject all bids received and previously awarded to Core & Main, LP on December 6, 2021, for pipe/supplies, due to escalating material cost and lack of delivery date **166**
- e. Authorize execution of North Carolina Statewide Emergency Management Mutual Aid Assistance Agreement **167 - 178**
- f. Authorize execution of contract between Sampson County (Department of Social Services) and Allies4Outcomes, LLC **179 - 209**
- g. Authorize execution of lease of 8.86 tract for agricultural purposes to Kenneth Mac Sutton **210 - 216**
- h. Approve the tax refunds and releases as submitted **217 - 226**
- i. Approve budget amendments as submitted **227 - 234**

**Consent Agenda, Board of Health Items** **235**

- j. Approve revised Board of Health Operating Procedures **236 - 243**
- k. Accept and authorize execution of SFY 2022 Community Health Grant in the amount of \$62,800 **244 - 259**
- l. Approve fee revisions (dated 1/24/22) as recommended by Health Advisory Board **260 - 261**

**Item 5 Board Information (Board of Health Items)** **262**

- a. November 15, 2021 SCHD Advisory Committee Meeting Minutes **263 - 267**

**Item 6 County Manager's Reports**

**Item 7 Public Comment Period** **268 -269**

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

**Recess to Reconvene - February 17, 2022, Sampson County Expo Center (Heritage Hall) for Annual Planning Session**

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 1(a)

Meeting Date: February 7, 2022	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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**SUBJT:** Overview of Services - Mt. Calvary Center for Leadership Development

**DEPARTMENT:** N/A

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Dr. Jimmy Tate, President-Mt. Calvary Center for Leadership

**PURPOSE:** To hear a presentation on the community services provided by the Mt. Calvary Center for Leadership

**ATTACHMENTS:** PowerPoint slides

**BACKGROUND:**

We have received a request from the Mt. Calvary Center for Leadership Development to make a brief presentation on the services they provide to the citizens of Sampson County. Mt. Calvary Center for Leadership Development, a 501(c)(3) nonprofit organization, serves mostly low income and rural communities with high unemployment and low educational achievement.

**RECOMMENDED ACTION OR MOTION:**

Hear presentation



MT. CALVARY CENTER  
FOR LEADERSHIP DEVELOPMENT

# Jimmy T. Tate, Ed.D., President

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Dr. Tate is the former President, Roanoke Chowan Community College and Chief of Staff at North Carolina Central University; he served nearly 10 years as an elected official as a Pender County Commissioner and Board Chair, and on numerous Boards and Commissions including the Pender Memorial Hospital Board of Directors and Southeastern North Carolina Economic Development Commission. He is extremely dedicated to help rural communities reach their full potential. He has served as a Board of Trustees Member with Elizabeth City State University and Cape Fear Community College and many boards and commissions locally, state, and national levels including previously serving as a member of Duke University Medical School Rural Health Advisory Board. Recently in 2019, he was appointed by the North Carolina Senate, to serve on the State of North Carolina Minority Advisory Committee. Dr. Tate, has conducted extensive research and lectures on rural leadership development. He teaches in the Political Science Department at the University of North Carolina and serves in various other capacities.



## Mary Lisa Robinson, M.H.A., Executive Director

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Ms. Robinson, is a longtime native of the rural community of Willard. She also invested the majority of her career achievement in the State of Maryland, where she served in the field of Healthcare Administration Fiscal Services Management. She is a proud graduate of Bowie State University. She holds a Bachelor's Degree in Psychology and a Masters Degree in Healthcare Administration. Ms. Robinson, is also a member of the Wallace Chamber of Commerce Board of Directors, representing the Business Community.

# History

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The Mount Calvary Center for Leadership Development was developed through a group of leaders of Mount Calvary University. Several southeastern North Carolina grassroots community leaders came to the university seeking help to train and promote competent and aggressive local leadership. Historically, many communities have had to address many challenges but lack an abundance of trained leadership aimed at their interests. The university accepted the challenge and immediately began to develop, Mt. Calvary Center for Leadership Development, a 501(c)(3) nonprofit organization.

The Center serves mostly low income and rural communities with high unemployment and low educational achievement. There are several who desire leadership positions, but most lack the skills for leadership. This is not because of a lack of aptitude but the lack of training. We believe that training at the grassroots level will enhance the quality of leadership who in turn will enhance the overall status for a community that has been locked out of the equation.

# Our Mission Statement

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The Mt. Calvary Center for Leadership Development mission is to educate, enable, and prepare grassroots persons to become better individuals and advocates for economic, political and social change for the betterment of the community.



Programs Administered  
By  
Mt. Calvary

# VIC Academy

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Mt. Calvary launched a Vocational, Industrial, and College (VIC) Preparatory Academy in the Spring of 2021. This academy's focus is on low-income, marginalized, and minority youth with career exploration, industrial trades, and college preparatory skills. Health science will be embedded in the curriculum with a major focus on diversity, equity, and inclusion for underserved, minority populations. VIC will serve both middle school and high school cohorts. VIC will also focus on helping youth better understand their self-worth, interests, and abilities to aid in personal and professional development through the incorporation of technology. Students will learn about various career opportunities and sustainable professions within the region through mentorship opportunities since Mt. Calvary believes positive role models can successfully help high poverty, at-risk students be successful. With that in mind, a major emphasis will be placed on recruiting students from low-income communities.



# Mt. Calvary Diversity, Equity and Inclusion Task Force

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The Mt. Calvary Center for Leadership Development is responding to the urgent needs of the communities by bringing diverse groups together, understanding differences, celebrating commonalities, and uniting as Americans.

# Leadership Development Programs

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## ***OPPORTUNITY TO LEAD (OLP) YOUTH DEVELOPMENT PROGRAM***

The primary goal of the At-Risk Youth Leadership Development Program is to help referred participants improve their interpersonal and professional skills and reduce the rate of school dropouts and recidivism. Key components of this program focus on: self-assessment and goal setting, career readiness and entrepreneurship, community engagement, leadership and management fundamentals, resume creation and employability skills and internship opportunities. Program instructors and facilitators include psychologists, college instructors, faith-based leaders and business entrepreneurs.

## ***ADULT-COMMUNITY CITIZENS LEADERSHIP PROGRAM***

The Adult-Community Citizens Leadership Program works to expand and develop emerging leaders to support our local community. Participants receive instruction from highly certified facilitators who come from throughout North Carolina and bring strong experience to the classes that they lead. Program topics include areas such as: leadership and communication, team building and cohesiveness, goal-setting and accountability, personal growth objectives and innovation, and many other emerging topics critical for 21st century leaders. All participants complete a capstone paper that highlights a project or initiative that they would like to see developed to pro-actively impact their community or workplace.

# Natural Disaster Relief Outreach Program

Southeastern North Carolina is prone to hurricanes. In the past several years we have experienced hurricanes Fran, Floyd, and Florence. Most recently our area was severely damaged by Hurricane Florence costing millions of dollars in damages and leaving many parts of the area in peril. Many residents continue to suffer the effects of the hurricane. Many are without homes, or they continue to live in damaged homes and some lost businesses. Unfortunately, many of those hurt by Hurricane Florence lack the knowledge of the resources to re-build their lives.

The Mt. Calvary Center for Leadership Development seeks to connect people with natural disaster relief informational resources to assist people with their restoration efforts. Mt. Calvary partners with several agencies in government, business, education, and other areas to serve as a hub of information for those seeking hurricane relief. Mt. Calvary provides a holistic training that takes serious people and their hurricane related problems. Many Mt. Calvary friends are first responders and emergency personnel and are taught to prevent injury and loss of life. Mt. Calvary trains leaders to provide information about the basic human needs such as shelter, food and water and medical services. Mt. Calvary trains students with smart preparation and direct relief response. This includes work assisting people prior to the hurricane and responses after the hurricane. The training at the Mt. Calvary Leadership Development Center will benefit the first responders and the communities they serve.



# Community Health Initiative

Mt. Calvary Center for Leadership Development is pleased to be one of several vendors granted funding from the North Carolina Department of Health and Human Services to hire and employ professionals in Pender, Brunswick, Hoke, New Hanover, Robeson, Scotland, Bladen, Columbus and Sampson to work with local health departments in working with people impacted by COVID-19. Workers will carry out contact tracing and make sure individuals know the resources available if they need things like supplies, housing, transportation, mental health support, and even legal help



# Community Health Workers



# Sampson County

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CHW's: Diane Brown

James Baylor

- 13 Vaccine Clinic
- 38 Vaccine Education Events
- 1329 Referrals Submitted for Support Services



Community Leadership Starts Here  
— Mt. Calvary Center for Leadership Development

**405 US Hwy 117 South  
Burgaw, NC 28425**

**414 North Norwood St  
Wallace, NC 28466**

**(910) 300 - 6322 • (910) 665 - 1352**

**[www.mcleadership.org](http://www.mcleadership.org)**

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.    2 (a)

Meeting Date: February 7, 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 checked="" type="checkbox"/>	Planning/Zoning
<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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**SUBJECT:** Planning Issues

**DEPARTMENT:** Inspections and Planning Department

**PUBLIC HEARING:** No

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

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

**ATTACHMENTS:** Planning Staff Memorandum; Plat Documents

**BACKGROUND:**

Approval of Revised Preliminary Plat (Murray Farms)

Senior Planner Austin Brinkley will review the request for approval of the revised final preliminary plan for Murray Farms, which proposes 26 single-family lots being created. The revised preliminary plan for Murray Farms was reviewed by the Sampson County Planning Board at their January 10, 2022, meeting. The key change in the revision in comparison to the original preliminary plan, which was approved by the Board of Commissioners at the May 3, 2021 meeting, is that the subdivision is now proposing 2 off-site septic lots. The 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 (2 off-site) 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.

**RECOMMENDED ACTION OR MOTION:**

Approve the revised preliminary plan given its compliance with the Sampson County Subdivision Ordinance

# *Sampson County Inspections & Planning Department*

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



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

From: Austin Brinkley, Senior Planner, CZO, CFM

Subject: February 7, 2022, Board of Commissioners Meeting

Date: January 26, 2022

## **MURRAY FARMS (REVISED PRELIMINARY PLAN)**

The revised preliminary plan for **Murray Farms** was reviewed by the Sampson County Planning Board at their January 10, 2022, meeting. Austin Brinkley, Senior Planner, provided an overview of the revised preliminary plan which proposes 26 single-family lots being created. The key change in the revision in comparison to the original preliminary which was approved by the Board of Commissioners at the May 3, 2021, meeting, is that the subdivision is now proposing 2 off-site septic lots. The 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 (2 off-site) 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 revised preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

# ***Sampson County Planning Department***

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



## Minutes of the Sampson County Planning Board

### Meeting Date

January 10, 2022

### Members Present

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

### Members Absent

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

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

### Minutes Approved

Chairman Crumpler asked the Board to review the minutes of the December 13, 2021, meeting. Marilyn Brooks made a motion that the minutes be approved as presented. The motion was seconded by Gail Gainey.

Ayes: Unanimous

### New Business

#### Revised Preliminary Plan- Murray Farms

General Information: 34.1 acres, 26 lots, Sampson County Water, Individual Septic with 2 off-site

Zoning: Residential Agricultural (RA)

Owner: AGS Land, LLC

Developer: Stout Land Development, LLC

Township: Mingo

Parcel # 10007064101

Surveyor/Engineer: 4D Site Solutions, Inc.

Location: Phillips Rd.

Senior Planner Austin Brinkley presented a revised preliminary site plan submitted by 4D Site Solutions, Inc. The 26-lot preliminary plan was presented to the Planning Board in April of 2021 and approved in May of 2021 by the Sampson County Board of Commissioners. Mr. Brinkley explained that the only revision to the preliminary plan is 2 offsite septic areas being created to serve 2 lots that do not have suitable soil for a septic system. Marilyn Brooks inquired if there would be any implications or if this change would adversely affect any other lots in the subdivision. Mr. Brinkley informed the Board that the septic area would be to serve lots 11 and 14 only which would not have an adverse effect on other lots in the development and that staff was recommending approval of the revised plan due to its compliance with the Sampson County Subdivision Ordinance. Jay Darden made a motion that the revised preliminary plan as submitted for Murray Farms be recommended for approval to the Sampson County Board of Commissioners. The motion was seconded by Gail Gainey and was unanimously recommended for approval.

Ayes: Unanimous

### Other Business

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

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

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

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



REVISIONS  
**ISSUED FOR CONSTRUCTION**  
12-15-21 ADDED OFFSITE SEPTIC EASEMENT

PROJECT NAME  
**MURRAY FARMS SUBDIVISION**

OVERALL SITE PLAN

CLIENT  
**STOUT LAND DEVELOPMENT, LLC**

1786 Metromedical Drive  
Fayetteville, North Carolina 28304  
Phone: (910) 779-0019

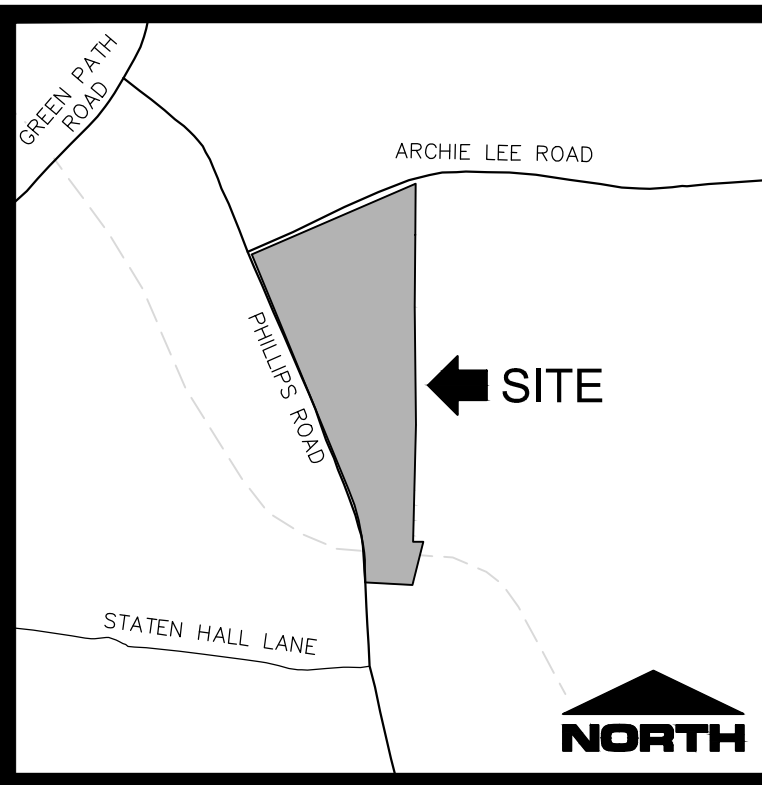
PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1723

DRAWING SCALE  
HORIZONTAL: 1"=100'

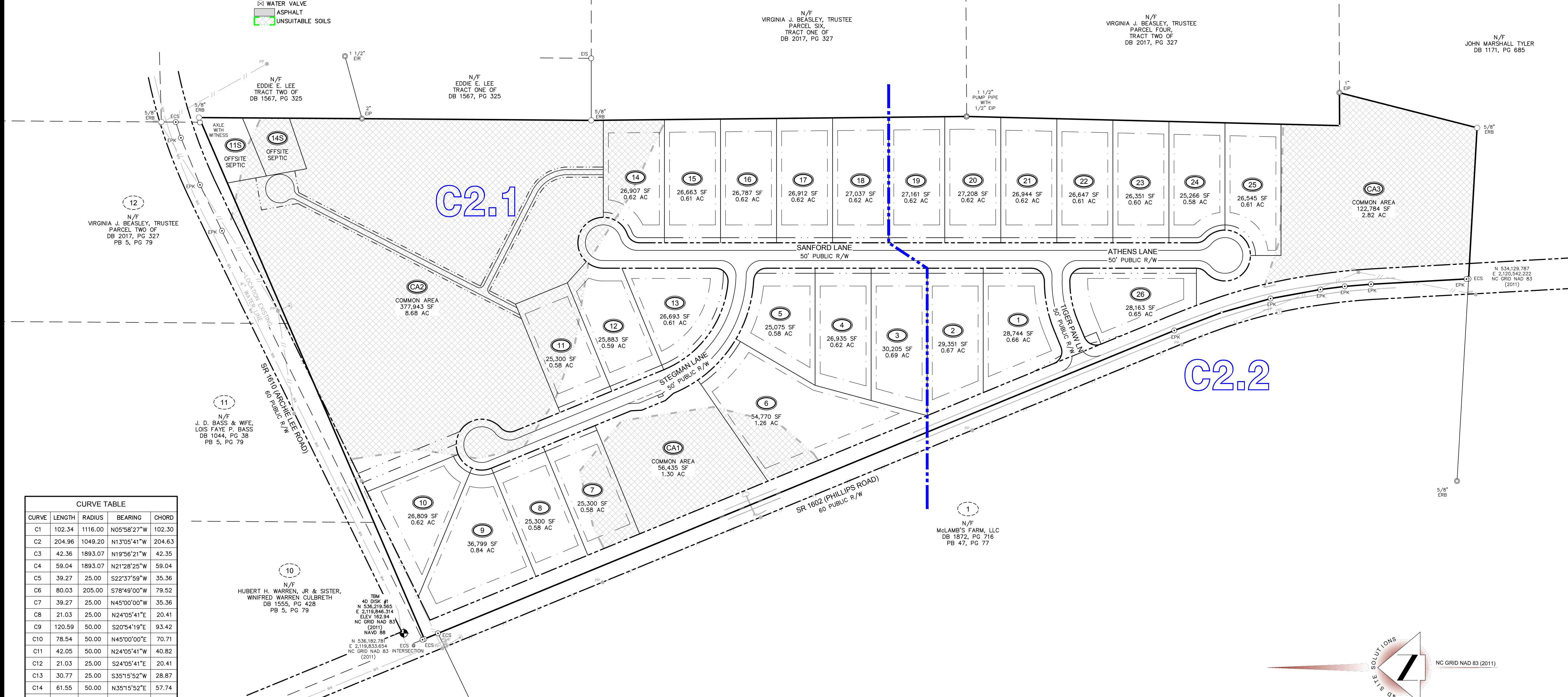
DATE RELEASED  
SEPTEMBER 8, 2021

SHEET NUMBER  
**C-2.0**



- LEGEND:
- ECG - ECS-EXISTING COTTON SPINDLE
  - EP - EP-EXISTING IRON PIPE
  - ER - ER-EXISTING IRON ROD
  - ES - ES-EXISTING IRON STAKE
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  - WB - WATER BLOW OFF
  - WV - WATER VALVE
  - AS - ASPHALT
  - US - UNSUITABLE SOILS

VICINITY MAP  
NOT TO SCALE



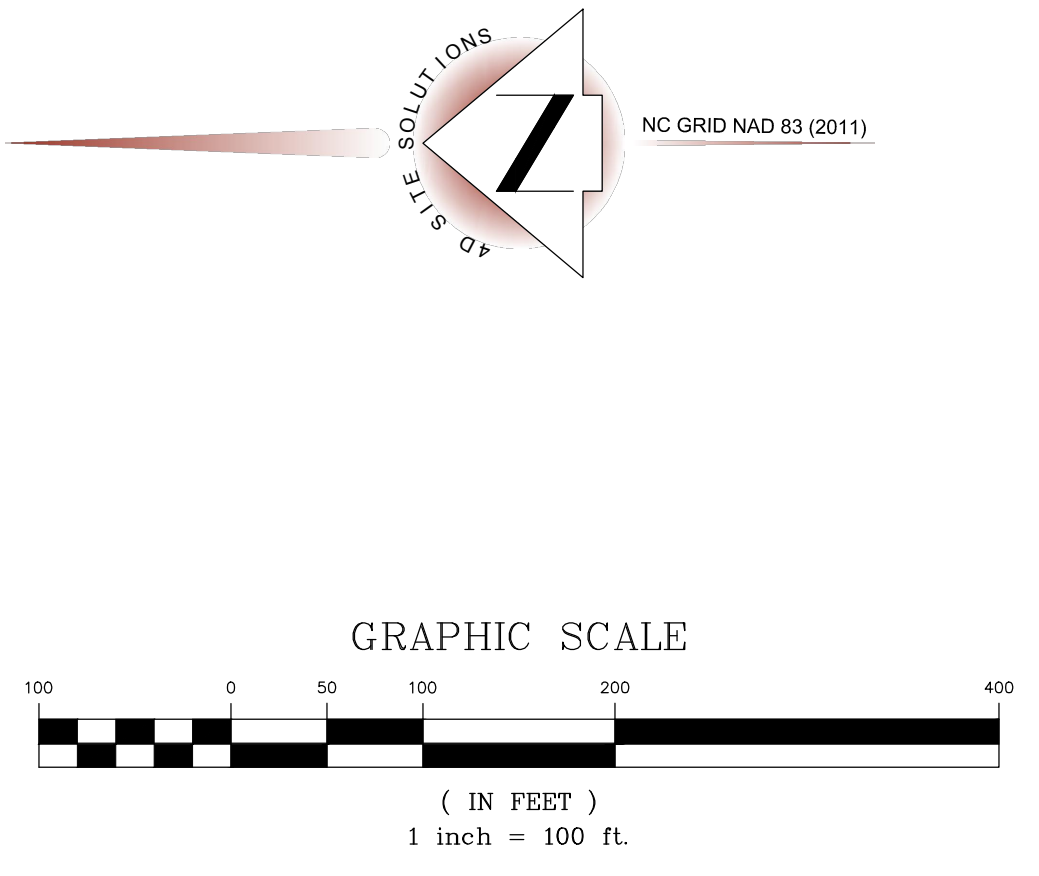
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C2	204.96	1049.20	N13°05'41"W	204.63
C3	42.36	1893.07	N19°56'21"W	42.35
C4	59.04	1893.07	N21°28'25"W	59.04
C5	39.27	25.00	S22°37'59"W	35.36
C6	80.03	205.00	S78°49'00"W	79.52
C7	39.27	25.00	N45°00'00"W	35.36
C8	21.03	25.00	N24°05'41"E	20.41
C9	120.59	50.00	S20°54'19"E	93.42
C10	78.54	50.00	N45°00'00"E	70.71
C11	42.05	50.00	N24°05'41"W	40.82
C12	21.03	25.00	S24°05'41"E	20.41
C13	30.77	25.00	S35°15'52"W	28.87
C14	61.55	50.00	N35°15'52"E	57.74
C15	120.44	50.00	N69°00'25"W	93.36
C16	36.64	50.00	S20°59'35"W	35.83
C17	41.38	25.00	N47°24'57"E	36.81
C18	224.70	205.00	S53°46'04"E	213.62
C19	30.77	25.00	S12°53'51"W	28.87
C20	140.09	50.00	N32°06'09"W	98.56
C21	39.27	50.00	S45°07'59"W	38.27
C22	39.27	50.00	S00°07'59"W	38.27
C23	54.76	255.00	S28°31'09"E	54.66
C24	110.87	255.00	S47°07'38"E	110.00
C25	121.56	255.00	S73°14'22"E	120.41
C26	37.92	25.00	N43°26'53"W	34.38
C27	39.27	25.00	N45°00'00"E	35.36
C28	99.55	255.00	S78°49'00"W	98.92
C29	39.27	25.00	S67°22'01"E	35.36

SITE DATA

DEVELOPER	BEN STOUT CONSTRUCTION
MAILING ADDRESS	409 CHICAGO DRIVE - SUITE 103
CITY, STATE	FAYETTEVILLE, NORTH CAROLINA 28306
PIV NUMBER	10007064101
TOWNSHIP	MINCO
TOTAL SITE ACREAGE	34.14 AC
ACREAGE TO BE DEVELOPED	34.14 AC
ZONING	RA
EXISTING USE	UNDEVELOPED
PROPOSED USE	RESIDENTIAL
DISTURBED/DENUEDED AREA	4.97 AC
SETBACKS REQUIRED:	
FRONT	35 FT
SIDE	10 FT
CORNER SIDE	20 FT
REAR	25 FT

- SITE NOTES
- EXISTING UNDERGROUND UTILITIES ARE SHOWN ONLY WHERE EVIDENCE COULD BE FOUND TO VERIFY LOCATION. PRIOR TO CONSTRUCTION OR EXCAVATION OF THE SITE, THE GENERAL CONTRACTOR SHALL VERIFY ALL UTILITY COMPANIES TO VERIFY THE LOCATION OF THEIR RESPECTIVE UTILITIES. ALL DAMAGE INCURRED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL BE REPAIRED AT THE GENERAL CONTRACTOR'S EXPENSE.
  - ASPHALT AND BASE TYPE SHALL BE PER THE DETAILS.
  - ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT OR TO THE FACE OF SIDEWALK UNLESS OTHERWISE NOTED.
  - ALL RADII ARE 5' UNLESS OTHERWISE NOTED.
  - ALL WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH STATE AND LOCAL LAWS AND REGULATIONS.
  - EASEMENTS LOCATED ON LOTS WILL BE MAINTAINED BY THE HOMEOWNER. EASEMENTS LOCATED IN THE COMMON AREA WILL BE MAINTAINED BY THE HOA EXCEPT FOR THE SEPTIC EASEMENT. THE SEPTIC EASEMENT WILL BE MAINTAINED BY LOTS 11 AND 14.
  - THE HOA WILL BE RESPONSIBLE FOR MAINTAINING THE MAIL KIOSK AREA.
  - THE PROPERTY IS LOCATED WITHIN THE PLAIN VIEW FIRE DISTRICT.
  - NO DIRECT ACCESS IS ALLOWED TO PHILLIPS ROAD OR ARCHIE LEE ROAD. ALL LOTS WILL BE ACCESS INTERNALLY THROUGH THE NEW STREETS.
  - ALL SITE IMPROVEMENTS SHALL BE INSTALLED PER SAMPSON COUNTY AND STATE REGULATIONS.
  - ALL ROADS SHALL BE PUBLIC AND BUILT TO NCDOT STANDARDS.
  - THERE SHALL BE NO ENCUMBRANCES WITHIN THE NCDOT RIGHT-OF-WAY.
  - ONLY NCDOT APPROVED MATERIALS ARE TO BE USED WITHIN THE RIGHT-OF-WAY.





**REVISIONS**  
 ISSUED FOR CONSTRUCTION

12-15-21 ADDED OFFSITE SEPTIC EASEMENT

**PROJECT NAME**  
**MURRAY FARMS SUBDIVISION**

**DETAILED SITE PLAN**

**CLIENT**  
**STOUT LAND DEVELOPMENT, LLC**

1786 Metromedical Drive  
 Fayetteville, North Carolina 28304  
 Phone: (910) 779-0019

**PROJECT INFORMATION**

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1723

**DRAWING SCALE**

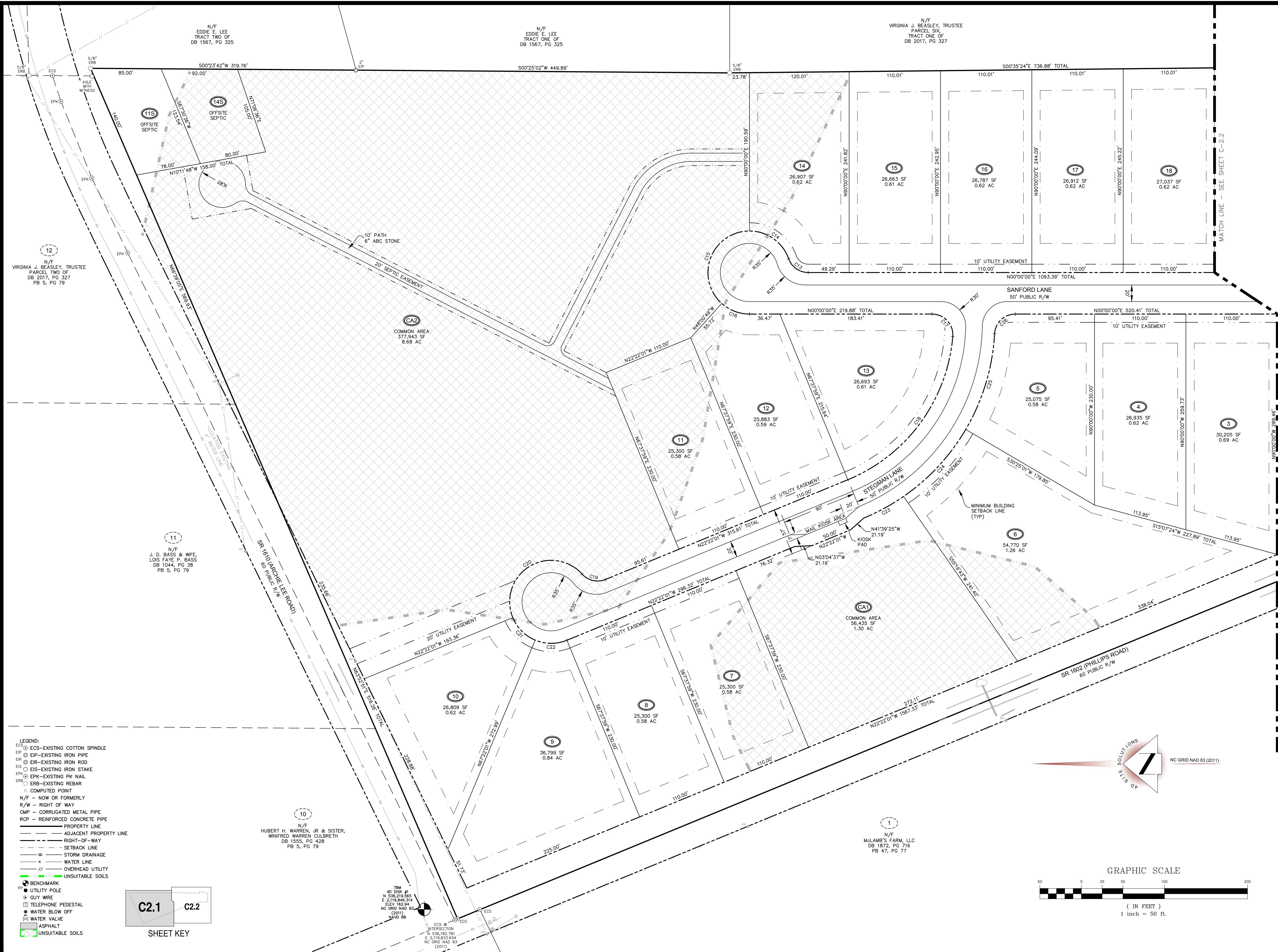
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**DATE RELEASED**

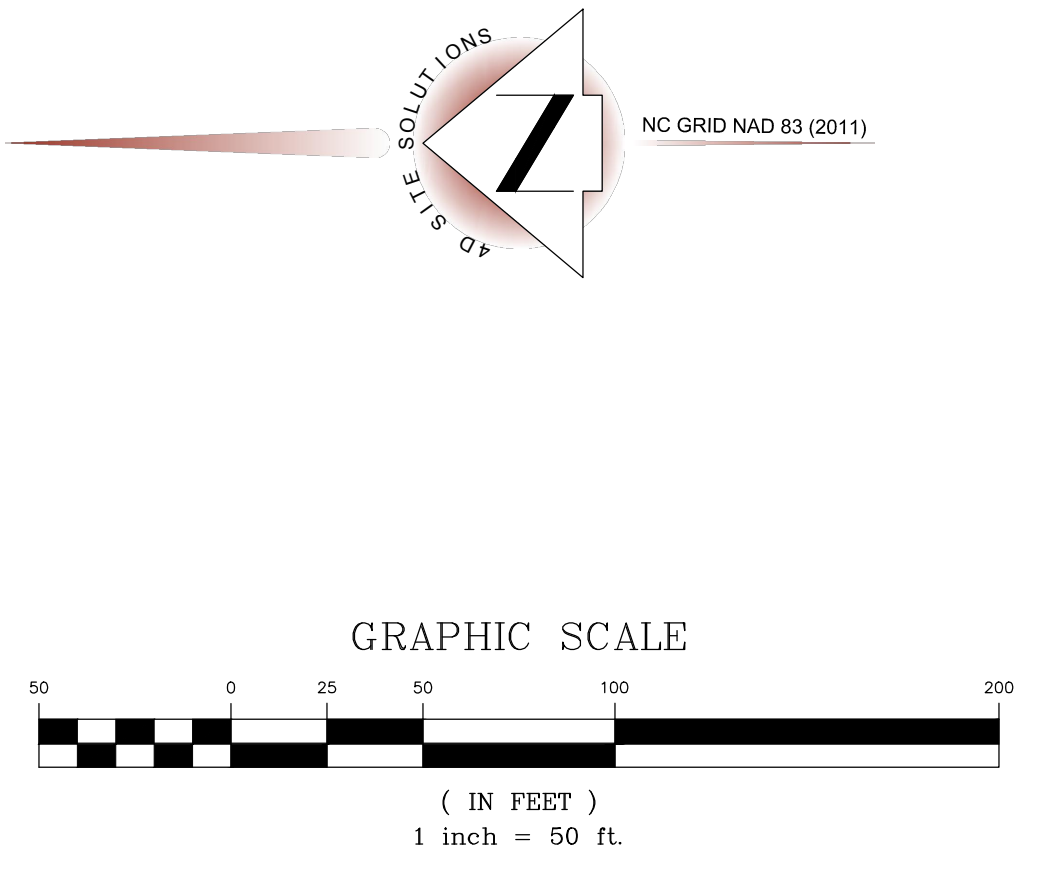
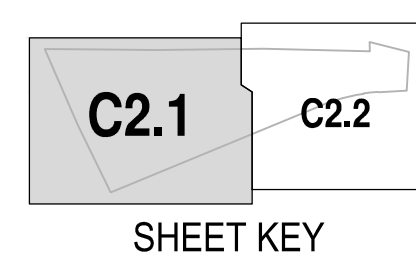
SEPTEMBER 8, 2021

**SHEET NUMBER**

**C-2.1**



- LEGEND:**
- ECS - EXISTING COTTON SPINDLE
  - EIP - EXISTING IRON PIPE
  - EIR - EXISTING IRON ROD
  - EIS - EXISTING IRON STAKE
  - EPK - EXISTING PK NAIL
  - ERB - EXISTING REBAR
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  - — — — — WATER LINE
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  - — — — — BENCHMARK
  - — — — — UTILITY POLE
  - — — — — GUY WIRE
  - — — — — TELEPHONE PEDESTAL
  - — — — — WATER BLOW OFF
  - — — — — WATER VALVE
  - — — — — ASPHALT
  - — — — — UNSUITABLE SOILS





**REVISIONS**  
 ISSUED FOR CONSTRUCTION

12-15-21 ADDED OFFSITE SEPTIC EASEMENT

PROJECT NAME

**MURRAY FARMS SUBDIVISION**

**DETAILED SITE PLAN**

CLIENT

**STOUT LAND DEVELOPMENT, LLC**

1786 Metromedical Drive  
 Fayetteville, North Carolina 28304  
 Phone: (910) 779-0019

PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1723

DRAWING SCALE

HORIZONTAL: 1"=50'

DATE RELEASED

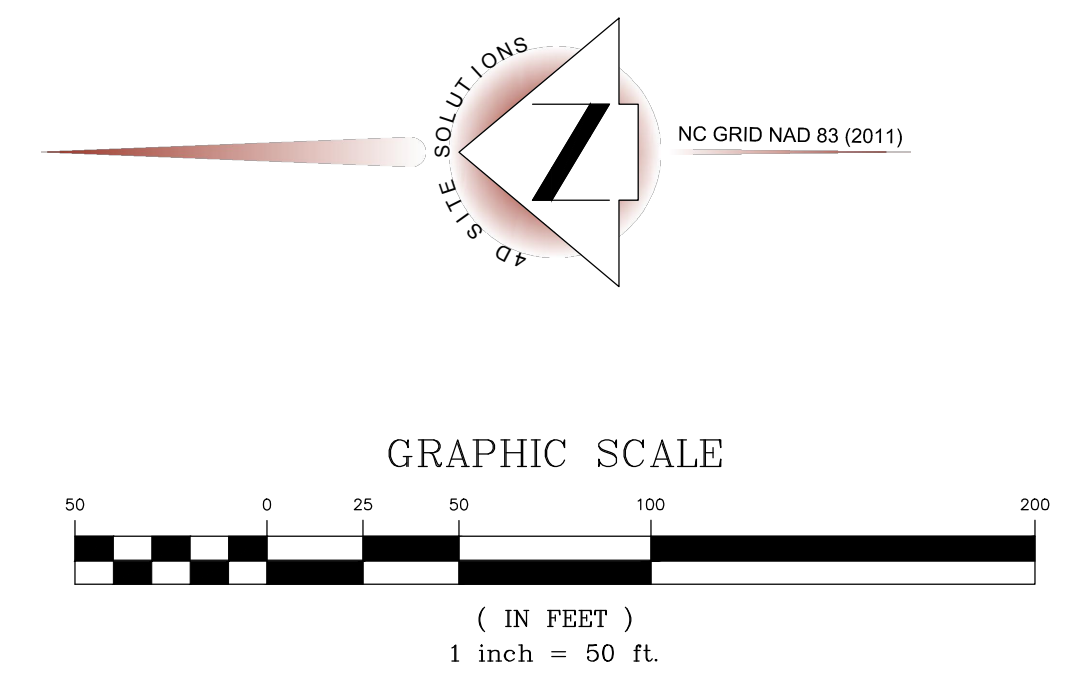
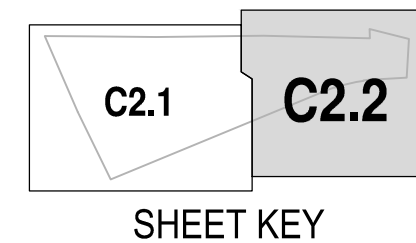
SEPTEMBER 8, 2021

SHEET NUMBER

**C-2.2**

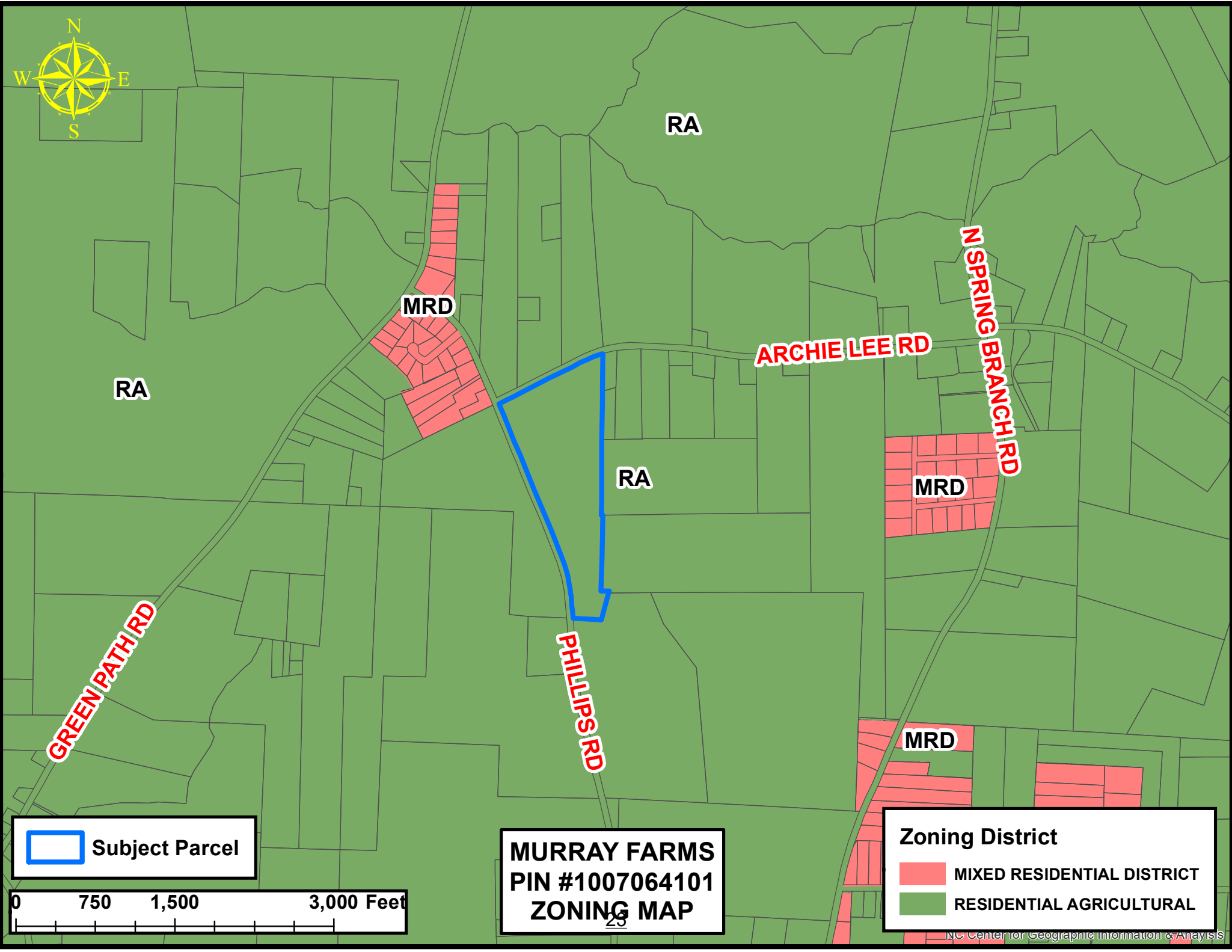


- LEGEND:**
- ECSP - ECS-EXISTING COTTON SPINDLE
  - EIP - EIP-EXISTING IRON PIPE
  - EIR - EIR-EXISTING IRON ROD
  - EIS - EIS-EXISTING IRON STAKE
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  - N/F - NOW OR FORMERLY
  - R/W - RIGHT OF WAY
  - CMP - CORRUGATED METAL PIPE
  - RCP - REINFORCED CONCRETE PIPE
  - — — — — PROPERTY LINE
  - — — — — ADJACENT PROPERTY LINE
  - — — — — RIGHT-OF-WAY
  - — — — — SETBACK LINE
  - — — — — STORM DRAINAGE
  - — — — — WATER LINE
  - — — — — OVERHEAD UTILITY
  - — — — — UNSUITABLE SOILS
  - BM - BENCHMARK
  - UT - UTILITY POLE
  - GW - GUY WIRE
  - TP - TELEPHONE PEDESTAL
  - WB - WATER BLOW OFF
  - WV - WATER VALVE
  - AS - ASPHALT
  - US - UNSUITABLE SOILS

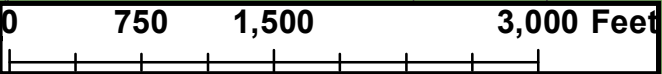


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 Subject Parcel



**MURRAY FARMS**  
**PIN #1007064101**  
**ZONING MAP**

**Zoning District**


-  MIXED RESIDENTIAL DISTRICT
-  RESIDENTIAL AGRICULTURAL

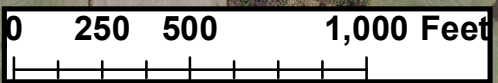


**GREEN PATH RD**

**ARCHIE LEE RD**

**PHILLIPS RD**

 **Subject Parcel**



**MURRAY FARMS**  
**PIN #10007064101**  
**PRELIMINARY SUBDIVISION**



# Murray Farms STAFF REPORT

## SUMMARY OF ANALYSIS & RECOMMENDATION

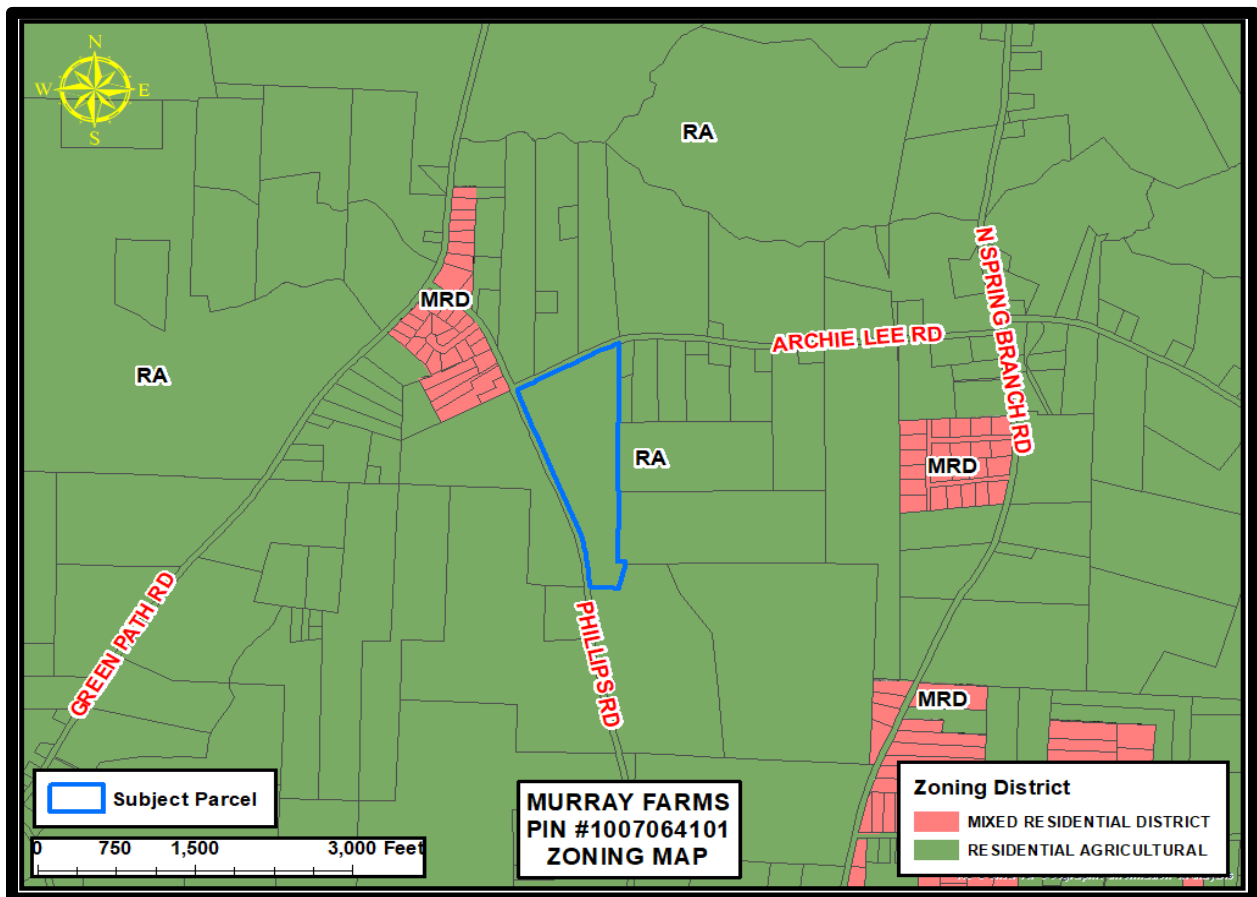
Staff is recommending approval of the revised preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

## ANALYSIS OF COMPATIBILITY WITH ADOPTED PLANS

### Sampson County Land Use Plan

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

### Zoning



# Murray Farms

## STAFF REPORT

The subject property is located in the Residential Agricultural (RA) Zoning District. The purpose of the Residential Agricultural (RA) Zoning District is to provide 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.

### Environmental Site Conditions

- **Flood** – The parcel is not located within the regulated floodplain.
- **Wetlands** – There are no wetlands located on the subject parcel.

### Water & Sewer Utilities

- The lots will be served by Sampson County water and individual septic systems with 2 off-site septic systems.

### Transportation

Traffic Count Year	Road Name	Average Trips per day (ATD) – Actual	Design Capacity (ADT)
2016	Archie Lee Rd.	1,900	9,300

### Fire Service Protection

- Fire service is provided by the Plain View Fire Department

### District Schools

- Midway School District

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 3(a)

Meeting Date: February 7, 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:** Presentation of the Audit for Fiscal Year Ending June 30, 2021

**DEPARTMENT:** Finance

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** David Clack, Finance Officer  
Wade Green, W. Green, PLLC

**PURPOSE:** To consider approval of audit for fiscal year ending June 30, 2021

**ATTACHMENTS:** Audit document provided as a separate document

**BACKGROUND:**

Wade Green of W. Green, PLLC will present the Board with the audit for fiscal year ending June 30, 2021. The audit has been submitted to the Local Government Commission for final approval.

**RECOMMENDED ACTION OR MOTION:**

Accept and approve the audit subject to subsequent approval by the Local Government Commission



*Sampson County Finance Department*  
*David K. Clack, Finance Officer*

*MEMORANDUM*

**TO:** Board of Commissioners

**FROM:** David K. Clack, Finance Officer

**DATE:** January 27, 2022

**SUBJECT:** Audit for Fiscal Year Ended June 30, 2021

Enclosed please find the Sampson County audit for the fiscal year ended June 30, 2021. This audit has been forwarded to the Local Government Commission.

Our auditor Wade Greene is here to present the audit report to the Board.

We respectfully request that the Board accept the audit subject to approval by the Local Government Commission.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 3 (b)

Meeting Date: February 7, 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

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**SUBJECT:** Public Hearing - Economic Development Budget Adjustments

**DEPARTMENT:** Finance

**PUBLIC HEARING:** Yes

**CONTACT PERSON(S):** David Clack, Finance Officer

**PURPOSE:** To conduct public hearing required for changes in economic development appropriations

**ATTACHMENTS:** Budget Amendment; Public Hearing Ad

**BACKGROUND:**

As you are aware, any changes to economic development appropriations require a public hearing; therefore, the Board scheduled this public hearing to receive comments specific to those changes. The Chairperson should open the hearing and recognize Finance Officer David Clack to review the budget amendment enacting changes in economic development budget items. The public notice for the hearing invited the public to submit written comments as well as appear in person, so the Clerk will report on any written comments received.

**RECOMMENDED ACTION OR MOTION:**

Approve the proposed budget amendment





*Perfectly Positioned.*

MEMO

TO: Sampson County Board of Commissioners  
FROM: Sampson County Economic Development Commission  
DATE: January 24, 2022  
RE: Revenue Increase

Sampson County Economic Development Commission (EDC) is requesting a revenue increase to our Contract Services line item by \$24,213.75.

The increased revenue is from the following sources:

- \$2,100 2021 Job Fair
- \$22,113.75 NC Commerce Demolition grant

Thank you for your consideration.

Respectfully submitted.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

January 24, 2022

FROM: Stephen Barrington

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2021-2022


1. It is requested that the budget for the ECONOMIC DEVELOPMENT COMMISSION Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11449200-544000	Contracted Services	\$ 24,214.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034920-403608	Misc. Revenue (2021 Job Fair)	\$ 2,100.00	
11034920 – 403602	Demolition Grant Funds	\$ 22,114.00	

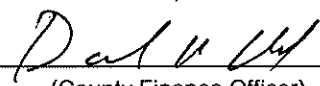
2. Reason(s) for the above request is/are as follows:

New revenue since last approved

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

**ENDORSEMENT**

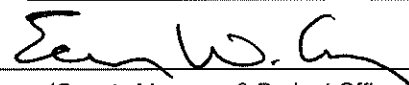
1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 2022  
  
\_\_\_\_\_  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

\_\_\_\_\_, 20\_\_\_\_  
  
\_\_\_\_\_  
(County Manager & Budget Officer)

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 3 (c)

Meeting Date: February 7, 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

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**SUBJECT:** Tax Department - Annual Statutory Activities Related to Tax Collection

**DEPARTMENT:** Tax Administration

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Jim Johnson, Tax Administrator

**PURPOSE:** To complete annual statutory activities related to tax collection

**ATTACHMENTS:** Memoranda from Tax Administrator

**BACKGROUND:**

1. Report of Unpaid Taxes/Request to Advertise Pursuant to GS 105-369, Tax Administrator Jim Johnson will report to the Board the amount of unpaid taxes for last year which are liens on real property. Upon receipt of this information, the Board must set a date to advertise these delinquent taxes at least once between March 1 and June 30. Mr. Johnson has recommended an advertisement date of April 13, 2022 with a deadline for payment being April 6, 2022.
2. Setting Dates for Board of Equalization and Review Hearings In accordance with GS 105-322, the first meeting of the Board of Equalization and Review shall not be held earlier than the first Monday in April and not later than the first Monday in May. The meeting dates must be published at least three times and include the date on which the Board expects to adjourn. Mr. Johnson has recommended the Board convene on April 21, 2022, with appointment times from 1-6 pm.

**RECOMMENDED ACTION OR MOTION:**

1. Motion to authorize advertisement of unpaid taxes which are liens on real property as recommended by Tax Administrator
2. Motion to convene the Sampson County Board of Equalization and Review on April 21, 2022

Sampson County  
Office of Tax Collector

Phone 910-592-7081  
Fax 910-592-4865

Clinton, N.C. 28329-0207

P.O. Box 207

To: Ed Causey, County Manager  
From: Jim Johnson, Tax Administrator  
Subject: Advertising Tax Liens on Real Property  
Date: January 24, 2022

According to NCGS 105-369, on the first Monday in February it is the duty of the Tax Collector to report to the governing board the total amount of unpaid taxes for the current fiscal year that are liens on real property. Upon receipt of this information, the governing board must set a date or dates for the advertising. The law requires that the liens be advertised at least once between March 1 and June 30. I would like to recommend that the board set April 13, 2022 as the advertising date with the deadline to pay to avoid advertising being Wednesday April 6, 2022. Payments must be received in the tax office by 5:00pm on this date.

Please put on the Board of Commissioners agenda for February 7, 2022.

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  
Subject: Board of Equalization and Review Hearings  
Date: January 24, 2022

I would like the Board of Commissioners to consider setting a date for the 2022 Board of Equalization and Review hearings. According to NCGS 105-322, the first meeting shall not be held earlier than the first Monday in April and not later than the first Monday in May. In the year a county conducts a real property revaluation, the board shall complete its duties on or before December 1. We are required to publish the dates at least three times, with the first publication to be at least ten days prior to the first meeting. Also, the notice shall state the date on which the board expects to adjourn. I would like to recommend April 21, 2022 as the date for the 2022 Board of Equalization and Review hearings. I would also recommend appointment times be set from 1:00pm to 6:00pm on this date.

Please put on the Board of Commissioners agenda for February 7, 2022.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 3 (d)

Meeting Date: February 7, 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:** Clinton City Schools - Approval to Pursue Guaranteed Energy Savings Project

**DEPARTMENT:** Clinton City Schools

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** John Lowe, CCS Director of Technology and Auxiliary Services  
Wesley Johnson, CCS Superintendent  
Jonathan Locklear, Third Party Owners Rep  
Reid Conway, State Energy Office  
Bill Powell, CMTA Energy Solutions

**PURPOSE:** To consider approval of Clinton City Schools' request to pursue a guaranteed energy saving project

**ATTACHMENTS:** Resolution, IGA Agreement

**BACKGROUND:**

Clinton City Schools proposes to enter into a Guaranteed Energy Savings Contract pursuant to G.S. 143-64.17I et. seq. In general, the project will involve LED lighting retrofits/replacements across City School facilities with the generated savings helping Clinton City Schools replace the end of life 24-year-old chiller at Sampson Middle School. This legislation requires the passage of a resolution from the Board of Commissioners.

Representatives from Clinton City Schools along with the 3rd Party Owners rep and representatives from the State Energy Office plan to be available at this meeting to answer questions that may arise.

**RECOMMENDED ACTION OR MOTION:**

Adopt resolution regarding the energy savings project required by state legislation

**STATE OF NORTH CAROLINA  
GUARANTEED ENERGY PERFORMANCE CONTRACTING PROGRAM**

**INVESTMENT GRADE ENERGY AUDIT AGREEMENT**

This Energy Audit Agreement is entered into on October 26, 2021, by and between Clinton City Schools (*herein after called the "ISSUER"*) and CMTA Energy Solutions (the Energy Service Company herein after called the "ESCO"). **ISSUER** and the **ESCO** are referred to herein as the "**Parties**".

**WHEREAS**, the **ISSUER** has issued a Request For Proposals ("RFP") to select a Qualified **ESCO** for an Energy Services Agreement (ESA); and

**WHEREAS**, the **ESCO** submitted a response to the RFP and participated in a competitive evaluation procedure designed to select a Qualified **ESCO**; and

**WHEREAS**, the **ISSUER** has accepted the **ESCO's** proposal, selected the **ESCO** to complete the project; and

**WHEREAS**, the **ISSUER** is responsible for the operation, payment of the utilities, management and maintenance of the buildings and/or facilities as identified in the RFP, Appendix I (collectively referred to herein as "Buildings"); and

**WHEREAS**, a comprehensive energy use and savings analysis (the "**Investment Grade Energy Audit**") is required to be performed for the Buildings in order to verify the feasibility of entering into an Energy Services Agreement (ESA) to provide for the installation and implementation of Energy Conservation Measures (ECMs) at the Buildings; and

**WHEREAS**, if the ECMs are verified to be feasible, and if the amount of energy and operational cost savings can be reasonably ascertained and guaranteed in an amount sufficient to cover all costs associated with an energy performance contracting project at the Buildings, the Parties have negotiated a mutually agreed upon final ESA under which the **ESCO** shall design, procure, implement, provide training, commission, offer maintenance services, and monitor such energy conservation measures at the Buildings;

**NOW THEREFORE**, the Parties agree as follows:

**ARTICLE 1  
SCOPE OF INVESTMENT GRADE ENERGY AUDIT**

Pursuant to G.S. §143-64.17B the **ESCO** will perform the **Investment Grade Energy Audit** and prepare a detailed engineering and economic report (*herein after called* the "Report") which specifically identifies the energy improvements and operational changes which are recommended to be installed or implemented at the Buildings. The Report shall contain detailed projections of energy, operational and cost savings to be obtained at the Buildings as a result of the installation of the recommended ECMs. The savings calculations must utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings for the Buildings compared to the historic base period, including accurate marginal cost for each unit of savings at the time the audit is performed; documented material and labor costs that may be avoided; and calculations which account for the interactive effects of the recommended ECMs. The Report shall clearly describe how utility tariffs were used to calculate savings for all ECMs. The Report shall describe in detail the **ESCO's** plan for installing or implementing the ECMs in the Buildings, including all anticipated costs associated with

such installation and implementation. **The report shall be prepared in accordance with the Minimum Requirements Guidelines for M&V document (M&V Guidelines).**

The ESCO's required tasks in performing the Energy Audit and preparing the Report are the following:

**A. Scope of Work**

**ECMs to be included in the scope of the IGA are:**

<b>ECM No.</b>	<b>Energy Conservation Measures</b>
C.1	BAS System Retro-Commissioning
E.1	Solar Photovoltaic Array
E.2	LED Lighting Retrofits & Replacements
E.4	Utility Rate Analysis
G.2	Building Envelope Improvements
G.4	Telecom Billing Optimization
G.5	Waste Management Optimization
H.2	Convert HW Pumps to Variable Flow
H.5	New Air-Cooled Chiller
H.7	Convert Constant Volume AHU to VAV
P.1	Install Water Conserving Fixtures

**Additional ECMs to be investigated:**

<b>ECM No.</b>	<b>Energy Conservation Measures</b>
C.2	Improve Dehumidification and Comfort Control
C.3	Demand Limiting
E.3	Utility Meter Modification
G.1	Install New Roofs
H.1	HVAC Equipment Replacement
H.3	Outside Air Improvements
H.4	Water-Source Heat Pump Renovation
H.6	New Heat-Recovery Chiller
H.8	Install New Condensing Boilers
H.9	Install New HVAC Systems
H.10	Install New HVAC Controls
H.11	Repair or Replace Evaporative Fluid Cooler
P.2	Investigate & Repair Water Supply Piping Leak



**B. Collect General Information For Each Building**

(This information is to be included in Schedule A of the Report).

The **ESCO** shall collect detailed building information such as: size, age, construction type, condition and general use of each building except as provided below. The **ESCO** shall also collect and summarize building utility cost and consumption data for the most recent 36-month period. If after reasonable inquiry, the **ESCO** can demonstrate that less than 36 months of data is available, the **ESCO** with the written approval of the **ISSUER** may collect such data as is available, but in any event not less than 24 months of data. The **ESCO** shall evaluate the impact on utility cost and consumption for any energy measures currently being installed or currently contemplated to be installed by the **ISSUER** in the building which will remain separate from the Energy Services Agreement throughout the duration of the ESA.

The **ISSUER** shall furnish, or cause its energy suppliers to furnish, all available records and data concerning energy and water usage for the building for the most current 36 month period, if available, including but not necessarily limited to, utility records, occupancy information, descriptions of any changes in the structure of the building or its heating, cooling, lighting or other systems or energy requirements, descriptions of all major energy and water consuming or energy and water saving equipment used in the Facility, and description of energy management procedures presently utilized. The **ISSUER** shall also furnish a record of any energy related improvements or modifications that have been installed during the past 3 years, or are currently being installed or are currently contemplated to be installed by **ISSUER** in the Building separate from the ESA throughout the duration of that agreement. **ISSUER** shall also provide copies of drawings, equipment logs and maintenance work orders to the **ESCO** insofar as this information is readily available. The **ISSUER** shall make available any FCAP or other survey reports available for that building. The **ISSUER** shall provide the **ESCO** access to the buildings, to facility and management personnel, and key decision makers to enable **ESCO** to better understand the facility operations and organizational goals

**C. Inventory Existing Systems and Equipment.**

(This information is to be included in Schedule A of the Report)

The **ESCO** shall compile an inventory based on a physical inspection of the major electrical and mechanical systems at the building, that will be impacted by the ECMs to be included in the project including:

- i. Cooling systems and related equipment
- ii. Heating and heat distribution systems
- iii. Automatic temperature control systems and equipment
- iv. Air distribution systems and equipment
- v. Outdoor ventilation systems and equipment
- vi. Kitchen and associated dining room equipment, if applicable
- vii. Exhaust systems and equipment
- viii. Hot water systems
- ix. Electric motors 5 HP and above, transmission and drive systems
- x. Interior and exterior lighting
- xi. Laundry equipment, if applicable
- xii. Water consumption end uses, such as restroom fixtures, water fountains, irrigation, etc.
- xiii. Other applicable energy using systems identified in the RFP or during the performance of this audit.

The inventory shall address the following considerations:

1. The loads, proper sizing, efficiencies or hours of operation for each system (Where measurement costs, facility operating or climatic conditions necessitate, engineering estimates may be used, but for large fluctuating loads with high potential savings, appropriate measurements are required unless waived by the **ISSUER**).
2. Current operating condition for each system.
3. Remaining useful life of each system, identifying or describing the method used to determine that remaining useful life.
4. Feasible replacement systems.
5. Hazardous materials and other environmental concerns observed during the audit that could impact implementation of the measures. The ESCO shall include all information provided by the **ISSUER** concerning hazardous materials in the report.

The **ESCO** shall use data loggers and/or other measurement and recording devices and conduct interviews with building operation and maintenance staff regarding the building's system operation, occupancy patterns and problems with comfort levels or equipment reliability.

**D. Establish Base Year Consumption and Reconcile with End Use Consumption Estimates.**

(This information is to be included in Schedule C of the Report)

The **ESCO** shall examine the most recent 36 months of utility bills except as previously noted in Article 1 – Section A and establish Base Year consumption for electricity, fossil fuels and water by averaging; or selecting the most representative contiguous 12 months. The **ESCO** shall consult with building staff and account for any unusual or anomalous utility bills which may skew Base Year consumption from a reasonable representation.

The **ESCO** shall estimate loading, usage and/or hours of operation for all major end uses representing more than 5% in aggregate of total Facility consumption including, but not limited to:

- i. Water
- ii. Lighting
- iii. Heating
- iv. Cooling
- v. HVAC motors (fans and pumps)
- vi. Plug load
- vii. Kitchen equipment
- viii. Other equipment
- ix. Miscellaneous

Where loading or usage is highly uncertain the **ESCO** shall employ spot measurement and/or short term monitoring at its discretion, or at the request of **ISSUER**. Reasonable applications of measurement typically include variable loads that are likely candidates for conservation measures, such as cooling equipment. The annual end use estimated consumption shall be reconciled with the annual Base Year consumption to within 5% for electricity (kWh), fossil fuels and water. The contribution to electric peak demand for each end use shall also be reconciled to within 5% of the annual Base Year peak. The "miscellaneous" category shall not be more than 10% and each component shall be separately set forth. The purpose of this is to place reasonable limits on potential savings.

A meeting to review appropriate schedules including Schedules A, B, C, and D shall be held by the ESCO, ISSUER and if requested by the ISSUER, the Qualified Reviewer, prior to proceeding with preparing the rest of the IGA Report. The Utility Savings Initiative (USI) shall attend this meeting to assess conformity with statutes and the M&V guidelines. The meeting of these organizations to discuss findings should be conducted in person.

**E. Develop List of Potential Energy Conservation Measures (ECMs).**

(The information generated from this list should be included in Vol. 1 Schedule E if ECM to be implemented or Vol. 2 if ECM rejected)

The **ESCO** shall:

1. Identify and propose potential ECMs for installation or implementation at the building including cut sheets on proposed equipment. For non-standard ECMs provide information regarding product site installations.
2. Provide an estimate of the cost, savings and life expectancy of each proposed ECM. Prepare a Life Cycle Cost Analysis in accordance with State Construction Office guidelines as directed by the **ISSUER**.
3. At the request of the **ISSUER**, and where appropriate or required, the **ESCO** shall provide on-site "mock-ups" and demonstrations of the ECMs that are proposed to be installed at the Premises. Any additional costs shall be negotiated and the report fee in Section J shall be amended accordingly.
4. Specify operations and maintenance procedures of the building which will be affected by the installation/implementation of the proposed ECMs.
5. Provide analysis methodology, supporting calculations and assumptions used to derive baselines (e.g. lighting operating hours) and estimate savings. Provide the existing and proposed operating parameters for all affected systems and equipment, including volume of outdoor air ventilation (CFMs) lighting levels and acoustic levels.
6. Provide copies of the utility tariffs and commodity price histories used in savings calculations. Manual calculations should disclose essential data, assumptions, formulas, etc. so that a reviewer may replicate the calculations based on the data provided.
7. For savings estimates using computer simulations, the **ESCO** shall provide access to the program and all inputs and assumptions used, if requested by the **ISSUER**.
8. Provide a preliminary savings Measurement and Verification plan for each proposed ECM.
9. Provide a detailed preliminary commissioning plan for the proposed ECMs.
10. Provide detailed calculations for any rate saving proposals.
11. Provide detailed supporting calculations for any proposed maintenance, material or other operational savings. Describe annual variances in savings from year to year (e.g. lighting, warranties).

12. Estimate any environmental costs or benefits of the proposed ECMs (e.g. disposal costs, avoided emissions, water conservation, etc.). Provide emissions reductions data for NOX, CO2 and SO2. Segment emissions data for direct site emissions reductions (e.g. fossil fuels) and indirect emissions reduction data (e.g. electricity/water).
13. For all proposed ECMs, the **ESCO** shall comply with all applicable State, Federal and local codes, standards and regulations in effect at the time of this analysis.

**This list shall be compiled and submitted to the ISSUER within ninety (90) days of the execution of this Agreement.**

**F. Select Final Recommended ECMs.**

The **ESCO** shall, in consultation with the **ISSUER**, recommend specific ECMs from its preliminary compilation for installation and implementation at the Building and or Facility. Selected measures including all support documentation, calculations and product cut sheets shall be included in Volume 1 and appendices.

A meeting to review the list of potential ECMs and the selection of final ECMs to be included shall be held by the **ESCO**, **ISSUER** and if requested by the **ISSUER**, the Qualified Reviewer. **USI** will participate if requested. The meeting of these organizations to discuss findings should be conducted in person.

**G. Cost and Fee Estimates.**

(This information is to be included in Schedule E of the Report)

The **ESCO** shall provide detailed estimates of costs associated with the installation, implementation and commissioning of each of the ECMs proposed in the Audit including breakouts for labor, materials, and equipment. Open book pricing is required. **ESCO** will fully disclose all costs, including all costs of subcontractors and sub-tier vendors. The **ESCO** will maintain cost accounting records on authorized work performed showing actual costs for labor and materials, or other basis requiring accounting records. The **ESCO** will provide access to records and preserve them for a minimum of six years. The retention period runs from the date of payment for the relevant goods or services by the **ISSUER** or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue. In addition, project cost data must be provided in the format included in Schedule M of the Report.

The **ESCO** shall also provide estimates of annual costs associated with sustaining the project performance including breakouts for maintenance fees, monitoring fees, and training fees.

**H. Savings Estimates.**

(This information is to be included in Schedule E of the Report)

The **ISSUER** has endeavored to provide the **ESCO** with sufficient general and specific guidance in this Article 1 to develop the savings estimates for the Report. In the event that questions arise as to the calculation of savings or whether certain items will be allowed as savings, the **ESCO** should seek written guidance from the **ISSUER**. The **ISSUER** reserves the right to reject items claimed as savings which are not in the **ISSUER's** utility budget line or which have been claimed contrary to the guidance given in this Agreement or contrary to written guidance given to the **ESCO**. The

**ISSUER** also reserves the right to reject the **ESCO's** calculations of savings when it determines that there is another more suitable or preferable means of determining or calculating such savings.

**For the purposes of completing the Cash Flow Analysis in Schedule M of the Report, the following items will be allowed as savings or in the development of savings:**

- Escalation rates of   0   % for natural gas
- Escalation rates of   0   % for electricity
- Escalation rates of   0   % for oil
- Escalation rates of   0   % for steam
- Escalation rates of   0   % for water
- Escalation rates of   0   % for other fuel type (specify)
- Escalation rates of   1.5%   for operation and maintenance cost savings
- Escalation rates of   1.5%   for material/commodity cost savings
- Escalation rates of   0   % for allowable labor savings

It should be noted that the base value for each fuel and water unit will not devalue in the event of any rate decrease. The **ISSUER** reserves the right to impose ceiling rates for all escalations. The following items will not typically be credited as savings derived from a proposed ECM: **ISSUER's** in-house labor cost, **ISSUER's** deferred maintenance cost and offset of future **ISSUER's** capital costs. The **ESCO** may seek, in writing, permission to include such items from the **ISSUER** on a case-by-case basis. However, the final determination of allowable savings in each case considered shall reside with **ISSUER**.

A meeting to review appropriate Schedules, including Schedules E, F and G, shall be held by the **ESCO**, **ISSUER** and if requested by the **ISSUER**, the Qualified Reviewer, prior to proceeding with preparing the rest of the IGA Report. **USI** shall attend this meeting to assess conformity with statutes and the M&V guidelines. The meeting of these organizations to discuss findings should be conducted in person.

#### **I. Report Format.**

The **ESCO** shall prepare a two-volume report as follows:

**Each volume should be submitted using 8 ½ " x 11" sheets of paper double sided printing and a font size no smaller than 10 point. Include a Table of Contents with tabbed with the visible titles of corresponding Schedules and Sections the pages of which should be numbered sequentially.**

**Volume 1** shall include the presentation of information in the following Schedules required for the ESA to the extent the information has been developed during the course of performing this audit. Schedules may be finalized during negotiations, prior to execution of the ESA.

1. **Executive Summary:** Provide an executive summary which describes the buildings, measures evaluated, analysis methodology, results and a summary table presenting the cost and savings estimates for each recommended measure. Include a summary of the recommended measures and costs using the table format in Schedule E.
2. **Schedules:**
  - Schedule A Existing known conditions, systems and hazardous materials inventory
  - Schedule B Current and Known Future Capital Projects at the Premises
  - Schedule C Baseline Energy Consumption

Schedule D	Standards of Comfort
Schedule E	ECMs Cost and Savings estimates and Equipment to be installed by the <b>ESCO</b>
Schedule F	Guarantee Period Savings Measurement & Verification Calculation Formulae
Schedule G	Energy Use Adjustment Methods during Guarantee Period for Material Changes
Schedule H	Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment
Schedule I	Construction and Installation including Schedule
Schedule J	<b>ESCO</b> and <b>ISSUER</b> Training Responsibilities
Schedule K	Warranties (including Equipment)
Schedule L	Maintenance Checklist and <b>ISSUER &amp; ESCO</b> responsibilities
Schedule M	Proposed Final Project Cost & Final Project Cash Flow Analysis
Schedule N	Energy Savings Guarantee including form of Security
Schedule O	Compensation to the <b>ESCO</b>
Schedule P	Insurance and Bonds
Schedule Q	Financing Agreement
Schedule R	Loan Amortization

**3. Exhibits**

Exhibit 1	Certificate of Acceptance—Investment Grade Audit Report
Exhibit 2	Certificate of Individual ECM Acceptance
Exhibit 3	Certificate of Beneficial Use and Acceptance / Certificate of Occupancy (issued by Authority Having Jurisdiction (AHJ))
Exhibit 4	Certificate of Final Project Acceptance (issued by ISSUER after Certificate of Beneficial Use and Acceptance / Certificate of Occupancy is issued by AHJ)
Exhibit 5	Certificate of ISSUER accepting responsibility for Maintenance Costs

4. **Vol 1 Appendices:** For final selected ECMs provide thorough appendices which document the data relied upon to prepare the analysis and how that data was collected.

**Volume 2** shall include all of the information required in Article 1 Section E and the Sections below, and presented in the following format:

1. **Potential Energy Conservation Measures:** Include a discussion of all measures evaluated and an explanation of why a measure was not selected.
2. **Vol 2 Appendices:** Provide thorough appendices which document the data relied upon to prepare the analysis above and how that data was collected.

**J. Submission of the Report.**

The Report shall be completed within 90 (Ninety) days of the date of selection of ECMs as referenced in Article 1 Section E. The not-to-exceed cost for the completed Energy Audit and Report will be \$47,989.00. One electronic (single CD or thumb drive) with all information in Microsoft Office Suite products format shall be delivered to the Department of Environmental Quality Utility Savings Initiative Section.

If the results of this Audit, as described in the Report, are not: (a) within ten percent (10%) of the \$189,952.00 per year guaranteed savings shown in the ESCO's proposal for the Buildings, and (b) within ten percent (10%) of the \$2,181,335 total project cost shown in the ESCO's proposal for the Buildings, then either the **ISSUER** or the **ESCO** may elect to terminate with the project. If this event occurs, the ISSUER will not be obligated to pay the Energy Audit and Report Fee. However, if the

**ISSUER** terminates the project after this Audit and Report are completed and the results are within both of the ten percent (10%) ranges listed above, then the **ISSUER** will be required to pay the **ESCO** this Audit and Report Fee, and the results of this Audit and Report shall become the property of the **ISSUER**. **The 10% limits only apply to those measures that were included in the RFP response (Section 5.1) and Attachments A, B, and C.**

**K. Report Review.**

The IGA Report in its entirety **with all Schedules** and comments shall be reviewed in a meeting by the **ESCO**, **ISSUER**, Authority Having Jurisdiction and the Qualified Reviewer prior to pursuing project financing. **USI** shall attend this meeting to assess conformity with statutes and the M&V guidelines. The meeting of these organizations to discuss findings should be conducted in person.

In the event either the **ISSUER** or **ESCO** requests an increase in the scope of the Report, **ESCO** and **ISSUER** shall negotiate in good faith an increase in the not-to-exceed cost of the Report and an extension of the date established in Article 1 J as appropriate.

**ISSUER** shall review the final Report. Following **ISSUER**'s review, and if **ISSUER** finds the Report compliant with the terms of this Agreement, **ISSUER** will provide written notification of acceptance to **ESCO** (Exhibit 1). If **ISSUER** finds deficiencies in the Report, **ISSUER** shall provide **ESCO** with written notification of specific deficiencies within thirty (30) calendar days of receipt of the Report. If **ISSUER** does not provide a written notification within thirty (30) calendar days of receipt, the Report shall be deemed accepted for the purposes of Article 4, Section C. In the event of a notice of deficiencies, **ESCO** shall have thirty (30) calendar days to submit a response.

In the event that financing or bonding costs of the project increase after the **ESCO** submits the Report, **ESCO** and **ISSUER** shall negotiate in good faith adjustments necessary in scope, costs and guaranteed savings required to provide positive cash flow for the project.

**L. The report in its entirety shall be submitted to the State Construction Office or the Authority Having Jurisdiction for review.**

**ARTICLE 2**  
**ENERGY SERVICES AGREEMENT (ESA)**

Upon **ESCO**'s completion and **ISSUER**'s acceptance of the Report, the parties may complete negotiations in good faith the **ESA** under which the **ESCO** shall design, install and implement energy conservation measures that the **Parties** have agreed to and provide certain training, maintenance and monitoring services as agreed to by the **Parties**. However, nothing in this Agreement should be construed as an obligation on any of the **Parties** to execute such an **ESA**. The precise terms and provisions of such an **ESA** shall be set forth in a separate agreement.

**ARTICLE 3**  
**PAYMENT**

Payment to the **ESCO** for services performed in connection with this Agreement shall be made by the **ISSUER** in accordance with the provisions of Article 1, Section J and Article 4 contained herein.

**ARTICLE 4**  
**TERMINATION**

A. By the **ESCO**:

The **ESCO** may terminate this Agreement prior to the completion of the Energy Audit and Report or subsequent to the scheduled completion of the Energy Audit and Report if:

- (i) The **ESCO** determines that it cannot guarantee a minimum savings in energy costs through the implementation of an energy performance contracting project at the Buildings and or Facilities; or
- (ii) The **ESCO** determines that even though it can guarantee a savings in energy costs, that the amount would be insufficient to cover the costs associated with performing this Audit, installing energy conservation measures and related training, maintenance and monitoring services.

In the event the **ESCO** terminates the Agreement pursuant to Article 4 A (i) or (ii) the **ISSUER** shall not be obligated to pay any amount to the **ESCO** for services performed or expenses incurred by the **ESCO** in performing the Energy Audit and preparing the Report required under this Agreement. The **ESCO** shall provide the **ISSUER** with any Audit documents (preliminary notes, reports or analysis) which have been produced or prepared prior to the effective date of the termination. The **ESCO** will return any documents or information provided by the **ISSUER**.

Termination under this article shall be effective upon the **ISSUER's** receipt of written notification from the **ESCO** stating the reason for the termination and all documents which support termination as prescribed herein.

B. By the **ISSUER**:

The **ISSUER** may terminate this Agreement:

- (i) If the **ESCO** fails to complete the Energy Audit and deliver the Report to the **ISSUER** by the date established in Article 1 J. above; and fails to request a written extension of that date from the **ISSUER**. Termination under this subsection shall be effective upon the **ESCO's** receipt of written notification from the **ISSUER** that the deadline for submission of the Energy Audit and Report has passed. In this event, the **ISSUER** shall not be obligated to pay any amount to the **ESCO** for services performed or expenses incurred by the **ESCO** in performing the Energy Audit and preparing the Report required under this Agreement. The **ESCO** will return any documents or information provided by the **ISSUER**.
- (ii) If, prior or subsequent to the completion of the Energy Audit or Report, the **ESCO** notifies the **ISSUER** in writing that it is unable to guarantee a sufficient level of savings pursuant to Article 4 above, termination under this subsection shall be effective upon **ESCO's** receipt of written notification of termination from the **ISSUER**. In this event, the **ISSUER** shall not be obligated to pay any amount to the **ESCO** for services performed or expenses incurred by the **ESCO** in performing the Energy Audit and preparation of the Report required under this Agreement. The **ESCO** will return any documents or information provided by the **ISSUER**.
- (iii) If the **ESCO** fails to complete the Energy Audit and deliver the Report to the **ISSUER** by the date established in Article 1 J. above; and the **ISSUER** has withheld a written extension of that date, this agreement may be terminated. Termination under this subsection shall be effective upon the **ESCO's** receipt of written notification from the **ISSUER** that the deadline



for submission of the Energy Audit and Report has past. The **ISSUER** shall reimburse the **ESCO** for either the actual expenses incurred or the percent of the Audit and Report completed whichever is greater but shall not exceed the amount stated in Section J. The **ESCO** shall provide the **ISSUER** with any Audit documents (preliminary notes, reports or analysis) which have been produced or prepared prior to the effective date of the termination. The **ESCO** will return any documents or information provided by the **ISSUER**. Termination under this subsection shall be effective upon the **ESCO** receipt of written notification from the **ISSUER**.

- (iv) If, prior or subsequent to the completion of the Energy Audit or Report, the **ISSUER** notifies the **ESCO** in writing that it has elected to terminate this Agreement and not enter into an ESA, the **ISSUER** shall reimburse the **ESCO** for either the actual expenses incurred or the percent of the Audit and Report completed whichever is greater but shall not exceed the amount stated in Section J, as of the effective date of the termination, the amount being determined as fair and equitable by the **ISSUER**. The **ESCO** shall provide the **ISSUER** with any Audit documents (preliminary notes, reports or analysis) which have been produced or prepared prior to the effective date of the termination. The **ESCO** will return any documents or information provided by the **ISSUER**. Termination under this subsection shall be effective upon the **ESCO** receipt of written notification from the **ISSUER**.

The **ESCO** agrees to provide the **ISSUER** with any records of expenses incurred prior to the effective date of the termination. Such documentation shall be used by the **ISSUER** to determine the extent of work completed by the **ESCO** prior to termination and shall become the property of the **ISSUER**.

#### **C. Termination for Convenience:**

Should an ESA not be finalized within 60 (sixty) days, after signing the Certificate of Acceptance, Exhibit 1, either Party may terminate this Agreement with 30 (thirty) days written notice. Termination under this subsection (C) shall be effective upon expiration of the thirty (30) day notification period unless the Parties are engaged in good faith efforts to finalize the ESA. The Energy Audit and Report shall become the property of the **ISSUER** and the **ISSUER** shall pay the **ESCO** the Energy Audit Report Fee as provided in Article 1 (J).

If the Parties do not successfully negotiate an ESA and the IGA Report becomes the property of the **ISSUER**, the **ESCO** shall not be liable for, and **ISSUER** expressly releases **ESCO** from any liability for, any claim(s) or damages arising out of relating to any reuse or modification of any document(s) provided by **ESCO** unless such reuse or modification is authorized in writing by the **ESCO**.

If the Parties successfully negotiate and execute an ESA, no payment shall be due for the Energy Audit or Report under the terms of this Agreement. This Agreement shall automatically terminate upon the execution of an ESA by the **ESCO** and the **ISSUER** for a guaranteed energy performance contracting project at the Building and or Facilities. It is further understood that provisions for payment for the Energy Audit shall be incorporated into the ESA.

## **ARTICLE 5** **STANDARD TERMS AND CONDITIONS**

### **Section 1. Agreement Term**

The Agreement term shall commence on 10/26/2021 and end on 1/26/2022, unless earlier terminated pursuant to the provisions of Article 4 above. Notwithstanding, the **ESCO** shall adhere

to the deadlines set forth in Article 1 regarding the completion and submittal of the list of ECMs and the Report.

**Section 2. Materials, Equipment, and Supplies**

The **ESCO** shall provide or cause to be provided all facilities, materials, equipment, and supplies necessary to perform the Energy Audit and prepare the Report.

**Section 3. Patent, Copyright, and Trademark Responsibility**

The **ESCO** agrees that any material or design specified by the **ESCO** or supplied by the **ESCO** pursuant to this Agreement shall not knowingly infringe any patent, copyright or trademark, and the **ESCO** shall be solely responsible for securing any necessary licenses required for patented, copyrighted, or trademarked material utilized by the **ESCO** in the performance of the Energy Audit and preparation of the Report.

**Section 4. Customer Access to Records**

The **ISSUER** shall have the right, throughout the term of this Agreement and for a minimum of 5 years following completion of the Agreement, to inspect, audit and obtain copies of all books, records, and supporting documents which the **ESCO** is required to maintain according to the terms of this Agreement.

**Section 5. Personnel**

All personnel necessary for the effective performance of the Energy Audit shall be employed by the **ESCO**, and its designated subcontractors shall be qualified to perform the services required under this Agreement, and shall in all respects be subject to the rules and regulations of the **ISSUER** and **ESCO** governing staff members and employees. Neither the **ESCO** nor its, agents, subcontractors, or assigns shall be considered agents or employees of the **ISSUER**.

**Section 6. Compliance with Applicable Law**

In performance of its obligations pursuant to this Agreement, the **ESCO** shall comply with all applicable provisions of Federal, State, and local law. All limits or standards set forth in this Agreement to be observed in the performance required under this Agreement are minimum requirements, and shall not affect the application of more restrictive Federal, State, or local standards applied to the performance of the Agreement.

**Section 7. Waivers**

No right of either party hereto shall be deemed to have been waived by non-exercise thereof, or otherwise, unless such waiver is reduced to writing and executed by the party entitled to exercise such right.

**Section 8. Assignment**

This Agreement may not be assigned by the **ESCO** without the prior written consent of the **ISSUER**.

**Section 9. Federal Taxpayer Identification Number and Legal Status Disclosure**

Under penalty of perjury, the **ESCO** certifies that 61-0864428 is the **ESCO**'s correct Federal Taxpayer Identification Number and that the **ESCO** is validly registered with the NC Secretary of State.

**Section 10. Governing Law**

This Agreement shall be governed by and construed only in accordance with the laws of the State of North Carolina. In the event the parties are unable to resolve any dispute relating to this Agreement, all suits, actions, claims and causes of action relating to this Agreement shall be brought in the courts of the State of North Carolina.

**Section 11. Agreement**

The following documents are incorporated in, and made a part of, this Agreement:

**ISSUER RFP**

**ESCO RFP** response including Attachments A, B and C

**Section 12. Project Management**

All necessary and ordinary communications, submittals, approvals, requests, and notices related to Project work shall be issued or received by:

For ISSUER:

John Lowe  
Executive Director of Technology and Auxiliary  
Services  
Clinton City Schools  
jlowe@clinton.k12.nc.us

For ESCO:

Bill Powell  
Project Manager  
CMTA Energy Solutions  
bpowell@cmta.com

**Section 13. Amendments**

This Agreement and Attachments referenced in Section 11 herein constitute the entire Agreement between the Parties. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties.

**Section 14. E-Verify**

As required by G.S. §143-48.5 (Session Law 2013-418), **ESCO** certifies that it, and each of its subcontractors performing Work under this Agreement complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

**Section 15. Suspension and Debarment.**

The **ESCO** certifies that with regard to:

- A. DEBARMENT AND SUSPENSION - To the best of its knowledge and belief that it and its principals:
  - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
  - (2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

**Section 16. Drug Free Workplace.**

ESCO certifies that it will comply by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the ESCO's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing a drug-free awareness program to inform employees about -
  - (a) The dangers of drug abuse in the workplace;
  - (b) The ESCO's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the work under this Agreement be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1), above, that, as a condition of employment under this Agreement, the employee will -
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
- (5) Notifying the ISSUER within ten days after receiving notice under subparagraph (4)(b), above, from an employee or otherwise receiving actual notice of such conviction;
- (6) Taking one of the following actions, within 30 days of receiving notice under subparagraph (4)(b), above with respect to any employee who is so convicted -
  - (a) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6), above.

**Section 17. Jessica Lunsford Act.**

The requirements of N.C.G.S. 115C-332.1 are incorporated into this Agreement and the statute's requirements are applicable to the ESCO and all contractors, subcontractors, consultants, sub-consultants and vendors in any way involved with this Agreement. As required by N.C.G.S. 115C-332.1, the ESCO and all contractors, subcontractors, consultants, sub-consultants, and vendors shall conduct prior to the start of service and annually thereafter a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract that involve direct interaction with ISSUER'S students. For ESCO's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Any employee of the ESCO, a contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by ISSUER. Failure to comply may result in legal action and termination of the contract for default.

***[Signature page follows]***

**ARTICLE 6  
EXECUTION**

IN WITNESS WHEREOF, the parties have executed this Agreement this 26<sup>th</sup> day  
of October, 2021.

ISSUER Clinton City Schools

By: [Signature]  
Title: Superintendent

By: John R. Lane  
Title: Executive Director of Tech & Aux Services

By: \_\_\_\_\_

ESCO CMTA Energy Solutions

By: [Signature]  
Title: Project Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

**RESOLUTION ACKNOWLEDGING THE EXECUTION AND DELIVERY BY THE  
CLINTON CITY SCHOOLS BOARD OF EDUCATION OF A GUARANTEED ENERGY  
SAVINGS CONTRACT**

BE IT RESOLVED by the Board of Commissioners (the "Board") of the County Sampson, North Carolina (the "County") as follows:

1. The Board hereby finds, determines and acknowledges that:
  - (a) The Clinton City Schools Board of Education (the "School Board") plans to enter into an approximately \$3,200,000.00 guaranteed energy savings contract pursuant to G.S. 143-64.17 et. seq. for the purpose of providing certain energy conservation measures authorized thereby (the "Project") so as to reduce energy consumption and/or energy-related operating costs;
  - (b) the School Board intends to finance the Project by entering into an installment contract (the "Contract") pursuant to G.S. 143-64.17I. and G.S. 160A-20, as amended;
  - (c) the energy savings resulting from the Project are expected to equal or exceed the total costs payable under the Contract as shown in an evaluation performed by an Energy Service Company (ESCO) and reviewed by Locklear, Locklear & Jacobs, PLLC on behalf of the School Board;
  - (d) the payments under the Contract are not expected to require any additional appropriations to be made to the School Board nor any increase in taxes; and
  - (e) the Board does not intend to reduce appropriations to the School Board based upon a reduction of energy costs in a manner that would inhibit the ability of the School Board to make the payments under the Contract, provided that the County is not bound in any manner to appropriate funds to the School Board in amount sufficient for the School Board to make such payments.
  - (f) this resolution does not cover any future school building expansion, change in end use, utility rate increases or any other event outside the scope of this contract that would result in a required increased appropriation to the School Board to cover additional energy and/or utility cost.
2. This resolution shall take effect upon its passage.

[SEAL]

\_\_\_\_\_  
Chairman, Board of Commissioners  
of the County of Sampson

I DO HEREBY CERTIFY that this is a true and correct copy of the resolution duly adopted by the Board of Commissioners of the County of \_\_\_\_\_ at a [regular/special] meeting held on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk to the Board

Thursday, January 6, 2022

Mr. John Lowe  
Executive Director of Technology and Auxiliary Services  
Clinton City Schools, NC

Re: Projection of Project Size and Annual Savings

Dear Mr. Lowe,  
CMTA Energy Solutions projects that the not-to-exceed total project price for the Guaranteed Energy Savings Performance Contract will be \$3,200,000. The projected savings are \$225,500 annually.

Please let me know if you have any questions.

Regards,



William D Powell, Jr, PE, CEM  
Project Manager



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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 3 (e)

Meeting Date: February 7, 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:** Clinton City Schools - Authorization to Submit Request for Needs Based Public School Capital Fund

**DEPARTMENT:** Clinton City Schools

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** John Lowe, CCS Director of Technology and Auxiliary Services  
Wesley Johnson, CCS Superintendent

**PURPOSE:** To consider approval of Clinton City Schools request to submit applications for funding from Needs Based Public School Capital Fund

**ATTACHMENTS:** Applications

**BACKGROUND:**

The recently adopted State budget now allows renovation and repair requests for funding from the Needs Based Public School Capital Fund (which previously only allowed requests for new construction - for new facilities and additions). Clinton City Schools would like to submit requests for funding from the NBPSCF for the many roofing needs across their facilities, and County approval is required.

Attached are four applications for lottery funding to replace and repair roofs on four school buildings in the Clinton City School system. These grants require a 5% match. The City Schools will provide this match from their normal annual capital outlay allocation. This allocation is funded with sales tax receipts that are required to be paid to the school systems each month. The total match required to fund all four applications is \$181,744. This funding program normally requires that the County not request its normal allocation from lottery funds for a five-year period. The State budget eliminated this requirement. Mr. Lowe confirmed with the Department of Public Instruction that we will not be required to give up its normal lottery fund request.

**RECOMMENDED ACTION OR MOTION:**

Authorize submission of funding applications



*Sampson County Finance Department*  
*David K. Clack, Finance Officer*

*MEMORANDUM*

**TO:** Board of Commissioners

**FROM:** David K. Clack, Finance Officer

**DATE:** January 27, 2022

**SUBJECT:** Lottery Funding Applications City Schools

Attached please find four applications for lottery funding to replace and repair roofs on four school buildings in the Clinton City School system. We have discussed the applications with the John Lowe at the City Schools.

These grants require a 5% match. The City Schools will provide this match from their normal annual capital outlay allocation. This allocation is funded with sales tax receipts that are required to be paid to the school systems each month. The total match required to fund all four applications is \$181,744.

This funding program normally requires that the County not request its normal allocation from lottery funds for a five-year period. The State budget eliminated this requirement. Mr. Lowe confirmed with the Department of Public Instruction that we will not be required to give up its normal lottery fund request. We use these funds to repay debt incurred in the construction of school facilities.

We recommend that the Board approve these applications.

# Needs-Based Public School Capital Fund

## 2021 Grant Application

**Application Deadline: March 15, 2022**

Rev. 12/17/2021

**PROGRAM CRITERIA**Date: 01-03-2022**BACKGROUND**

The Needs-Based Public School Capital Fund was established to assist counties with their critical public school building capital needs. Grants from the NBPSCF are funded with revenue from the NC Education Lottery. Grant funds are available to eligible counties for construction of new school buildings and additions, repairs, and renovations of existing school facilities.

**APPLICATION TIMELINE**

- Guidance Issued December 17, 2021
- Application Deadline March 15, 2022
- Award Announcements April 12, 2022 (anticipated)

**ELIGIBILITY**

Counties with an adjusted market value of taxable real property of less than \$40 billion are eligible to apply for a grant under the NBPSCF program. The list of eligible counties is published by DPI annually prior to the NBPSCF application period. The list of eligible counties for FY2021-22 is available here:

<https://www.dpi.nc.gov/districts-schools/district-operations/school-planning/capital-funding>

Grant funds must be used only for construction of new school buildings and additions, repairs, and renovations. Grant funds cannot be used for real property acquisition or for capital improvements to administrative buildings.

**PROGRAM FUNDING**

Funding available for the NBPSCF grant awards totals \$395 million for FY2021-22.

**MATCHING FUNDS**

Counties receiving a grant are required to provide local matching funds from county funds, other non-state funds, or a combination of these sources, in accordance with G.S. 115C-546.11. Local matching fund requirements range from 0% to 35% of the grant amount, and are published by DPI annually prior to the NBPSCF application period. The local match requirement applicable to the project is the published local match requirement in effect at the time of the grant award. Local matching requirements for FY2021-22 grant applicants are available here: <https://www.dpi.nc.gov/districts-schools/district-operations/school-planning/capital-funding>

**PROGRAM CRITERIA**Date: 01-03-2022**MAXIMUM AWARD**

Grant award maximums are as follows:

- Up to \$30 million for an Elementary School
- Up to \$40 million for a Middle School
- Up to \$50 million for a High School

Applications will be reviewed in the context of projected enrollment to evaluate the reasonableness of project size and scope.

**REPORTING**

Grant recipients are required to submit a report by April 1 of each year, with each grant funds distribution request, and upon completion of the project, detailing: the use of grant funds, progress on the project, and impact of the project on the county's school capital plan.

Grant funds will be disbursed in a series of payments based on the progress of the project. To receive a distribution, the grant recipient must submit a request for distribution, along with documentation of the expenditures for which the distribution is requested, and evidence that the matching requirement has been met. DPI will provide grant recipients with Reporting and Distribution Request forms following announcement of awards.

**AGREEMENT**

A county receiving Needs-Based grant funds is required to enter into an agreement with the Department of Public Instruction detailing the use of grant funds, in accordance with G.S. 115C-546.12. DPI will provide grant recipients with Agreement Forms following announcement of awards. Signed Agreements are due within 60 days of award announcement.

**PROGRAM CRITERIA**

Date: 01-03-2022

**EVALUATION**

Applications are evaluated on critical needs, budget detail, and the following criteria per G.S. 115C-546.10:

<b>Prioritization</b>	<b>Definition/Calculation/Data Source</b>
Prior Recipient	Counties previously awarded grant funds from the NBPCF that have not yet started construction of the project may apply to increase the grant award. [SL 2021-180, 4.4.(b)]
Tier Designation	Counties designated as development tier one areas.
Ability to Generate Tax Revenue	Total revenue generated by a one-cent per \$100 valuation increase in the county property tax rate.  (NC State Treasurer, Analysis of Debt of North Carolina Counties 6-30-2020)
Ratio of Debt to Tax Revenue	<u>Debt</u> : Sum of County Debt from [General Obligation Bonds, Installment Purchase Debt, Special Obligation Bonds, QZABs and QSCBs, Certificates of Participation]  (NC State Treasurer, Analysis of Debt of North Carolina Counties 6-30-2020)  <u>Revenue</u> : Sum of County Revenues from Property Taxes, Other Taxes, and Sales Tax, FY 2019-20  (NC Department of Revenue, Statistical Abstract of North Carolina Taxes 2020)
Critical Deficiency	The extent to which a project will address critical deficiencies in adequately serving the current and future student population.
Facility Construction	Projects with new construction or complete renovation of existing facilities.
Facility Replacement	Projects that will consolidate two or more schools into one new facility.
Applicant Status	Counties that have not received a grant in the previous three years.

**CONTACT INFORMATION**

Date: 01-03-2022

SUBMIT ONE APPLICATION PER SCHOOL CAMPUS – A PROJECT MAY INCLUDE MULTIPLE BUILDINGS

County: Sampson County

Primary Contact: John Lowe

Title: Executive Director of Technology and Auxiliary Services

Address: 1207 West Elizabeth Street, Clinton, NC 28328

Phone: 910-592-8688 x1980

email: jlowe@clinton.k12.nc.us

School Unit: 821 - Clinton City Schools

Primary Contact: John Lowe

Title: Executive Director of Technology and Auxiliary Services

Address: 1207 West Elizabeth Street, Clinton, NC 28328

Phone: 910-592-8688 x1980

email: jlowe@clinton.k12.nc.us

**APPLICATION SUBMITTAL**

Submit completed applications and supporting materials by Tuesday, March 15, 2022 via email to:

Nathan Maune | School Planning Section Chief | 984-236-2919 | [nathan.maune@dpi.nc.gov](mailto:nathan.maune@dpi.nc.gov)

**SUBMITTAL CHECKLIST – SUBMIT ALL FILES IN PDF FORMAT**

- Contact Information
- Application Form
- Project Narrative
- Budget Estimate
- Additional Documentation (as appropriate)
- Signed Assurance Page

**PROJECT INFORMATION**

Date: 01-03-2022

Project Title:

Roof Replacements at Sunset Avenue Elementary School

Location:

505 Sunset Avenue, Clinton, NC 28328

Type of Facility:

Public Elementary School

Short Description of Proposed School Construction Project:

Roof replacement as identified by roof audit completed by WolfTrail Engineering in 2019

Describe the critical need this project addresses and the impact on student outcomes:

A 2019 roof audit completed by WolfTrail Engineering for Clinton City Schools indicated an average of 4.67 years estimated remaining service life for 556,991 square feet of roofing across eight sites with a 2019 estimated replacement cost of \$7,797,874.00. The SAS report specifically indicated that Roof areas 01.09, 01.10 & 01.11 are all holding water. This needs to be addressed quickly. Roof area 01.12 is a canopy that needs replacement.

There are also water intrusion problems due to improperly installed and deteriorated through-wall flashing where the second story structure meets a more recently added one story structure. Windblown water enters the main hallway and some classrooms on a recurring basis causing disruption to instruction and challenges managing indoor air quality.

Clinton City Schools shared the roof audit with County Commissioners and has attempted to address as many roofing needs as possible, but limited funding has delayed many roofing projects. In the meantime, roof conditions continue to deteriorate and will cause more substantial disruption of instruction if not addressed. Please note all details in the attached roof audit.

*(please attach additional information as necessary)*



**PROJECT INFORMATION**

Date: 01-03-2022

Has this project received a previous NBPSCF grant?  YES  NO

If YES, provide date and dollar amount of previous award(s): \_\_\_\_\_

\_\_\_\_\_

Was this project identified in the 5-year plan in the 2020-21 Facility Needs Survey?  YES  NO

If not, provide explanation and attach equivalent information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will this project replace any existing facilities?  YES  NO

If YES, which school(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

How many students will be served by this project? 705

Has Advanced Planning been done for this project?  YES  NO

Clinton City Schools contracted with WolfTrail Engineering and completed a roof audit in 2019. The audit identified multiple roof sections at this facility in need of immediate replacement

Have Construction Documents been completed for this project?  YES  NO

\_\_\_\_\_  
\_\_\_\_\_

Anticipated or Actual Bid Date: TBD based on award of NBPSCF funding

Estimated Start Date of Construction: TBD based on award of NBPSCF funding

Estimated Completion Date of Construction: TBD based on award of NBPSCF funding

**PROJECT BUDGET**

Date: 01-03-2022

Estimated Project Costs	Local (non-State)	NBPSCF Grant Funds	Total
<b>Planning</b>	\$ <u>606.70</u>	\$ <u>11,527.30</u>	\$ <u>12,134.00</u>
<b>Construction</b>	\$ <u>6,067.20</u>	\$ <u>115,276.80</u>	\$ <u>121,344.00</u>
<b>Other Costs*</b>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
<b>Total</b>	\$ <u>6,673.90</u>	\$ <u>126,804.10</u>	\$ <u>133,478.00</u>

\*Project costs normally categorized as ‘owner’s direct costs’ on a construction project – may include items such as site surveys, materials testing, site utilities, geotechnical reports, etc. Land acquisition costs are not eligible.

**Source(s) of required Local Matching Funds:**

Capital outlay funding provided by County Commissioners

**Have any of the Local Matching Funds been expended at the time of application?**

YES  NO

If YES, provide amount expended: \_\_\_\_\_

If YES, provide description of work: \_\_\_\_\_

**Estimated Project Expenditures by Fiscal Year** (show estimated period over which funds will be spent by Fiscal Year)

Total Expenditures	2021-22 or earlier	2022-23	2023-24	2024-25 or later	Total
Local Match (Non-State Funds)	\$ 0.00	\$ 6,673.90	\$ 0.00	\$ 0.00	\$ 6,673.90
Requested NBPSCF Grant Funds*	\$ 0.00	\$ 126,804.10	\$ 0.00	\$ 0.00	\$ 126,804.10
	\$ 0.00	\$ 133,478.00	\$ 0.00	\$ 0.00	\$ 133,478.00

\*Total requested grant funding cannot exceed maximum allowed under G.S. 115C-546.11(c) .

**ADDITIONAL DOCUMENTATION**Date: 01-03-2022

Any project funded with a grant from the Needs-Based Public School Capital Fund must follow the same review process as any other LEA capital project.

- A registered Architect and/or registered Engineer shall prepare the drawings and specifications in accordance with G.S. 133-1 through 133-4.1, as applicable.
- School Planning design review is required. Design documents must be submitted at appropriate intervals during design – SD, DD, and CD. Neither the LEA nor the County shall invest any funds in construction of the project until the review process is completed.
- Transmittal of drawings and specifications to School Planning must include the form at: <https://www.dpi.nc.gov/media/581/download>
- Design of the project should be in compliance with DPI School Planning Guidelines: <https://www.dpi.nc.gov/districts-schools/district-operations/school-planning>
- DPI Facility Design Guidelines can be found at: <https://www.dpi.nc.gov/media/569/download>
- DPI School Science Facility Requirements can be found at: <https://www.dpi.nc.gov/media/570/download>  
<https://www.dpi.nc.gov/media/571/download>
- For projects involving the closing of an existing school, the LEA must follow these procedures: <https://www.dpi.nc.gov/media/13311/download>
- For projects involving the demolition of an existing school building, the LEA must follow the closing procedure noted above and must submit a Feasibility and Cost Analysis: <https://www.dpi.nc.gov/media/544/download>

**ASSURANCE PAGE**

Date: 01-03-2022

By signing below, we assure the North Carolina Department of Public Instruction that we are officials of our respective organizations and we are authorized to submit this application on behalf of these organizations.

We certify the following:

- The information provided in this proposal is correct and complete.
- The project described in the application is within the parameters of the Needs-Based Public School Capital Fund as required in Article 38B of G.S. 115C-546, and that all of the required local funding is available and designated as a match for this project.
- All Needs-Based Public School Capital Fund grant proceeds and the required Local Matching funds will be used for the construction project described in the application.
- We will work cooperatively with the North Carolina Department of Public Instruction in monitoring and evaluating the progress of the project to meet statutory reporting requirements. We will report on project status and State and local funds expended by April 1 of each year, at the time of each distribution request, and within 90 days of project completion.
- Upon receiving a Needs-Based Public School Capital Fund grant award, we will enter into an agreement with the Department of Public Instruction detailing the use of grant funds, in accordance with G.S. 115C-546.12.
- All applicable federal and state laws will be adhered to, including promotion of equal opportunity without regard to race, color, religion, gender, age, disability, political affiliation, or national origin.
- Generally accepted fiscal control and accounting procedures will be followed to ensure proper disbursement and accounting of funds from the Needs-Based Public School Capital Fund grant proceeds and required Local Matching funds.

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(Signature – Chair, County Commissioners)

(Date)

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(Signature – Chair, Board of Education)

(Date)

**CONTACT INFORMATION**

Date: 01-03-2022

SUBMIT ONE APPLICATION PER SCHOOL CAMPUS – A PROJECT MAY INCLUDE MULTIPLE BUILDINGS

County: Sampson County

Primary Contact: John Lowe

Title: Executive Director of Technology and Auxiliary Services

Address: 1207 West Elizabeth Street, Clinton, NC 28328

Phone: 910-592-8688 x1980

email: jlowe@clinton.k12.nc.us

School Unit: 821 - Clinton City Schools

Primary Contact: John Lowe

Title: Executive Director of Technology and Auxiliary Services

Address: 1207 West Elizabeth Street, Clinton, NC 28328

Phone: 910-592-8688 x1980

email: jlowe@clinton.k12.nc.us

**APPLICATION SUBMITTAL**

Submit completed applications and supporting materials by Tuesday, March 15, 2022 via email to:

Nathan Maune | School Planning Section Chief | 984-236-2919 | [nathan.maune@dpi.nc.gov](mailto:nathan.maune@dpi.nc.gov)

**SUBMITTAL CHECKLIST – SUBMIT ALL FILES IN PDF FORMAT**

- Contact Information
- Application Form
- Project Narrative
- Budget Estimate
- Additional Documentation (as appropriate)
- Signed Assurance Page

**PROJECT INFORMATION**

Date: 01-03-2022

Project Title:

Roof Replacements at Butler Avenue Elementary School

Location:

301 West Butler Avenue, Clinton, NC 28328

Type of Facility:

Public Elementary School

Short Description of Proposed School Construction Project:

Roof replacement as identified by roof audit completed by WolfTrail Engineering in 2019

Describe the critical need this project addresses and the impact on student outcomes:

A 2019 roof audit completed by WolfTrail Engineering for Clinton City Schools indicated an average of 4.67 years estimated remaining service life for 556,991 square feet of roofing across eight sites with a 2019 estimated replacement cost of \$7,797,874.00. The SAS report specifically indicated that for roof section 01.12, Maintenance should clean around drains and coat the outer perimeter of the roof with liquid flashing. This will give the roof at least two more years of service life, then it should be replaced. areas should be replaced in 2-3 years.

Clinton City Schools shared the roof audit with County Commissioners and has attempted to address as many roofing needs as possible, but limited funding has delayed many roofing projects. In the meantime, roof conditions continue to deteriorate and will cause more substantial disruption of instruction if not addressed. Please note all details in the attached roof audit.

*(please attach additional information as necessary)*

**PROJECT INFORMATION**

Date: 01-03-2022

Has this project received a previous NBPSCF grant?  YES  NO

If YES, provide date and dollar amount of previous award(s): \_\_\_\_\_

\_\_\_\_\_

Was this project identified in the 5-year plan in the 2020-21 Facility Needs Survey?  YES  NO

If not, provide explanation and attach equivalent information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will this project replace any existing facilities?  YES  NO

If YES, which school(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

How many students will be served by this project? 453

Has Advanced Planning been done for this project?  YES  NO

Clinton City Schools contracted with WolfTrail Engineering and completed a roof audit in 2019. The audit identified multiple roof sections at this facility in need of immediate replacement

Have Construction Documents been completed for this project?  YES  NO

\_\_\_\_\_  
\_\_\_\_\_

Anticipated or Actual Bid Date: TBD based on award of NBPSCF funding

Estimated Start Date of Construction: TBD based on award of NBPSCF funding

Estimated Completion Date of Construction: TBD based on award of NBPSCF funding

**PROJECT BUDGET**

Date: 01-03-2022

Estimated Project Costs	Local (non-State)	NBPSCF Grant Funds	Total
<b>Planning</b>	\$ <u>319.20</u>	\$ <u>6,064.80</u>	\$ <u>6,384.00</u>
<b>Construction</b>	\$ <u>3,192.00</u>	\$ <u>60,648.00</u>	\$ <u>63,840.00</u>
<b>Other Costs*</b>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
<b>Total</b>	\$ <u>3,511.20</u>	\$ <u>66,712.80</u>	\$ <u>70,224.00</u>

\*Project costs normally categorized as ‘owner’s direct costs’ on a construction project – may include items such as site surveys, materials testing, site utilities, geotechnical reports, etc. Land acquisition costs are not eligible.

**Source(s) of required Local Matching Funds:**

Capital outlay funding provided by County Commissioners

**Have any of the Local Matching Funds been expended at the time of application?**

YES  NO

If YES, provide amount expended: \_\_\_\_\_

If YES, provide description of work: \_\_\_\_\_

**Estimated Project Expenditures by Fiscal Year** (show estimated period over which funds will be spent by Fiscal Year)

Total Expenditures	2021-22 or earlier	2022-23	2023-24	2024-25 or later	Total
Local Match (Non-State Funds)	\$ 0.00	\$ 3,511.20	\$ 0.00	\$ 0.00	\$ 3,511.20
Requested NBPSCF Grant Funds*	\$ 0.00	\$ 66,712.80	\$ 0.00	\$ 0.00	\$ 66,712.80
	\$ 0.00	\$ 70,224.00	\$ 0.00	\$ 0.00	\$ 70,224.00

\*Total requested grant funding cannot exceed maximum allowed under G.S. 115C-546.11(c) .



**ADDITIONAL DOCUMENTATION**Date: 01-03-2022

Any project funded with a grant from the Needs-Based Public School Capital Fund must follow the same review process as any other LEA capital project.

- A registered Architect and/or registered Engineer shall prepare the drawings and specifications in accordance with G.S. 133-1 through 133-4.1, as applicable.
- School Planning design review is required. Design documents must be submitted at appropriate intervals during design – SD, DD, and CD. Neither the LEA nor the County shall invest any funds in construction of the project until the review process is completed.
- Transmittal of drawings and specifications to School Planning must include the form at: <https://www.dpi.nc.gov/media/581/download>
- Design of the project should be in compliance with DPI School Planning Guidelines: <https://www.dpi.nc.gov/districts-schools/district-operations/school-planning>
- DPI Facility Design Guidelines can be found at: <https://www.dpi.nc.gov/media/569/download>
- DPI School Science Facility Requirements can be found at: <https://www.dpi.nc.gov/media/570/download>  
<https://www.dpi.nc.gov/media/571/download>
- For projects involving the closing of an existing school, the LEA must follow these procedures: <https://www.dpi.nc.gov/media/13311/download>
- For projects involving the demolition of an existing school building, the LEA must follow the closing procedure noted above and must submit a Feasibility and Cost Analysis: <https://www.dpi.nc.gov/media/544/download>

**ASSURANCE PAGE**

Date: 01-03-2022

By signing below, we assure the North Carolina Department of Public Instruction that we are officials of our respective organizations and we are authorized to submit this application on behalf of these organizations.

We certify the following:

- The information provided in this proposal is correct and complete.
- The project described in the application is within the parameters of the Needs-Based Public School Capital Fund as required in Article 38B of G.S. 115C-546, and that all of the required local funding is available and designated as a match for this project.
- All Needs-Based Public School Capital Fund grant proceeds and the required Local Matching funds will be used for the construction project described in the application.
- We will work cooperatively with the North Carolina Department of Public Instruction in monitoring and evaluating the progress of the project to meet statutory reporting requirements. We will report on project status and State and local funds expended by April 1 of each year, at the time of each distribution request, and within 90 days of project completion.
- Upon receiving a Needs-Based Public School Capital Fund grant award, we will enter into an agreement with the Department of Public Instruction detailing the use of grant funds, in accordance with G.S. 115C-546.12.
- All applicable federal and state laws will be adhered to, including promotion of equal opportunity without regard to race, color, religion, gender, age, disability, political affiliation, or national origin.
- Generally accepted fiscal control and accounting procedures will be followed to ensure proper disbursement and accounting of funds from the Needs-Based Public School Capital Fund grant proceeds and required Local Matching funds.

---

(Signature – Chair, County Commissioners)

(Date)

---

(Signature – Chair, Board of Education)

(Date)

**CONTACT INFORMATION**

Date: 01-03-2022

SUBMIT ONE APPLICATION PER SCHOOL CAMPUS – A PROJECT MAY INCLUDE MULTIPLE BUILDINGS

County: Sampson County

Primary Contact: John Lowe

Title: Executive Director of Technology and Auxiliary Services

Address: 1207 West Elizabeth Street, Clinton, NC 28328

Phone: 910-592-8688 x1980

email: jlowe@clinton.k12.nc.us

School Unit: 821 - Clinton City Schools

Primary Contact: John Lowe

Title: Executive Director of Technology and Auxiliary Services

Address: 1207 West Elizabeth Street, Clinton, NC 28328

Phone: 910-592-8688 x1980

email: jlowe@clinton.k12.nc.us

**APPLICATION SUBMITTAL**

Submit completed applications and supporting materials by Tuesday, March 15, 2022 via email to:

Nathan Maune | School Planning Section Chief | 984-236-2919 | [nathan.maune@dpi.nc.gov](mailto:nathan.maune@dpi.nc.gov)

**SUBMITTAL CHECKLIST – SUBMIT ALL FILES IN PDF FORMAT**

- Contact Information
- Application Form
- Project Narrative
- Budget Estimate
- Additional Documentation (as appropriate)
- Signed Assurance Page

**PROJECT INFORMATION**

Date: 01-03-2022

Project Title:

Roof Replacements at L.C. Kerr Elementary School

Location:

112 Kimbrough Road, Clinton, NC 28328

Type of Facility:

Public Elementary School

Short Description of Proposed School Construction Project:

Roof replacement as identified by roof audit completed by WolfTrail Engineering in 2019

Describe the critical need this project addresses and the impact on student outcomes:

A 2019 roof audit completed by WolfTrail Engineering for Clinton City Schools indicated an average of 4.67 years estimated remaining service life for 556,991 square feet of roofing across eight sites with a 2019 estimated replacement cost of \$7,797,874.00. The LCK report specifically indicated that Roof areas 01.01, 01.03, 01.04, 01.05, 01.06, 01.07, 01.09, 01.10, 01.11, 01.12 & 01.13 have multiple coatings. Due to areas of ponding water, the coatings have lost adhesion and are peeling up. The coatings and membrane have surpassed their service life. All of these roof areas received ratings of "D" for roof condition in 2019. Roof area 01.17 has multiple exposed fasteners and many patched areas and also received a rating of D. All of the areas indicated received a recommendation for re-roofing at the time of the audit.

There are leaks throughout the building that maintenance staff constantly need to address due to the current condition of the roofs. The leaks interrupt instruction and contribute to problems with indoor air quality that contribute to staff and student discomfort and health concerns.

Clinton City Schools shared the roof audit with County Commissioners and has attempted to address as many roofing needs as possible, but limited funding has delayed many roofing projects. In the meantime, roof conditions continue to deteriorate and will cause more substantial disruption of instruction if not addressed. Please note all details in the attached roof audit.

*(please attach additional information as necessary)*

**PROJECT INFORMATION**

Date: 01-03-2022

Has this project received a previous NBPSCF grant?  YES  NO

If YES, provide date and dollar amount of previous award(s): \_\_\_\_\_

\_\_\_\_\_

Was this project identified in the 5-year plan in the 2020-21 Facility Needs Survey?  YES  NO

If not, provide explanation and attach equivalent information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will this project replace any existing facilities?  YES  NO

If YES, which school(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

How many students will be served by this project? 356

Has Advanced Planning been done for this project?  YES  NO

Clinton City Schools contracted with WolfTrail Engineering and completed a roof audit in 2019. The audit identified multiple roof sections at this facility in need of immediate replacement

Have Construction Documents been completed for this project?  YES  NO

\_\_\_\_\_  
\_\_\_\_\_

Anticipated or Actual Bid Date: TBD based on award of NBPSCF funding

Estimated Start Date of Construction: TBD based on award of NBPSCF funding

Estimated Completion Date of Construction: TBD based on award of NBPSCF funding

**PROJECT BUDGET**

Date: 01-03-2022

Estimated Project Costs	Local (non-State)	NBPSCF Grant Funds	Total
<b>Planning</b>	\$ <u>3,375.00</u>	\$ <u>64,125.00</u>	\$ <u>67,500.00</u>
<b>Construction</b>	\$ <u>33,750.00</u>	\$ <u>641,250.00</u>	\$ <u>675,000.00</u>
<b>Other Costs*</b>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
<b>Total</b>	\$ <u>37,125.00</u>	\$ <u>705,375.00</u>	\$ <u>724,500</u>

\*Project costs normally categorized as ‘owner’s direct costs’ on a construction project – may include items such as site surveys, materials testing, site utilities, geotechnical reports, etc. Land acquisition costs are not eligible.

**Source(s) of required Local Matching Funds:**

Capital outlay funding provided by County Commissioners

**Have any of the Local Matching Funds been expended at the time of application?**

YES  NO

If YES, provide amount expended: \_\_\_\_\_

If YES, provide description of work: \_\_\_\_\_

**Estimated Project Expenditures by Fiscal Year** (show estimated period over which funds will be spent by Fiscal Year)

Total Expenditures	2021-22 or earlier	2022-23	2023-24	2024-25 or later	Total
Local Match (Non-State Funds)	\$ 0.00	\$ 37,125.00	\$ 0.00	\$ 0.00	\$ 37,125.00
Requested NBPSCF Grant Funds*	\$ 0.00	\$ 705,376.00	\$ 0.00	\$ 0.00	\$ 705,376.00
	\$ 0.00	\$ 724,500	\$ 0.00	\$ 0.00	\$ 724,500

\*Total requested grant funding cannot exceed maximum allowed under G.S. 115C-546.11(c) .

**ADDITIONAL DOCUMENTATION**Date: 01-03-2022

Any project funded with a grant from the Needs-Based Public School Capital Fund must follow the same review process as any other LEA capital project.

- A registered Architect and/or registered Engineer shall prepare the drawings and specifications in accordance with G.S. 133-1 through 133-4.1, as applicable.
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- All applicable federal and state laws will be adhered to, including promotion of equal opportunity without regard to race, color, religion, gender, age, disability, political affiliation, or national origin.
- Generally accepted fiscal control and accounting procedures will be followed to ensure proper disbursement and accounting of funds from the Needs-Based Public School Capital Fund grant proceeds and required Local Matching funds.

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(Signature – Chair, County Commissioners)

(Date)

---

(Signature – Chair, Board of Education)

(Date)



**CONTACT INFORMATION**

Date: 01-03-2022

SUBMIT ONE APPLICATION PER SCHOOL CAMPUS – A PROJECT MAY INCLUDE MULTIPLE BUILDINGS

County: Sampson County

Primary Contact: John Lowe

Title: Executive Director of Technology and Auxiliary Services

Address: 1207 West Elizabeth Street, Clinton, NC 28328

Phone: 910-592-8688 x1980

email: jlowe@clinton.k12.nc.us

School Unit: 821 - Clinton City Schools

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- Signed Assurance Page

**PROJECT INFORMATION**

Date: 01-03-2022

Project Title:

Roof Replacements at Sunset Avenue Elementary School

Location:

1201 West Elizabeth Street, Clinton, NC 28328

Type of Facility:

Public Middle School

Short Description of Proposed School Construction Project:

Roof replacement as identified by roof audit completed by WolfTrail Engineering in 2019

Describe the critical need this project addresses and the impact on student outcomes:

A 2019 roof audit completed by WolfTrail Engineering for Clinton City Schools indicated an average of 4.67 years estimated remaining service life for 556,991 square feet of roofing across eight sites with a 2019 estimated replacement cost of \$7,797,874.00. The SMS report specifically indicated that Roof areas 01.01, 01.02, 01.03, 01.04, 01.05, 01.06, 01.07, 01.08, 01.09, 01.11, 01.12 & 01.13 all have moderate to heavy granular loss and blistering. These roof areas should be replaced in 2-3 years.

Skylights in the academic building also allow wind driven rain to penetrate and need to be addressed during any re-roofing project.

Clinton City Schools shared the roof audit with County Commissioners and has attempted to address as many roofing needs as possible, but limited funding has delayed many roofing projects. In the meantime, roof conditions continue to deteriorate and will cause more substantial disruption of instruction if not addressed. Please note all details in the attached roof audit.

*(please attach additional information as necessary)*

**PROJECT INFORMATION**

Date: 01-03-2022

Has this project received a previous NBPSCF grant?

YES  NO

If YES, provide date and dollar amount of previous award(s): \_\_\_\_\_

Was this project identified in the 5-year plan in the 2020-21 Facility Needs Survey?

YES  NO

If not, provide explanation and attach equivalent information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will this project replace any existing facilities?

YES  NO

If YES, which school(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

How many students will be served by this project? 706

Has Advanced Planning been done for this project?

YES  NO

Clinton City Schools contracted with WolfTrail Engineering and completed a roof audit in 2019. The audit identified multiple roof sections at this facility in need of immediate replacement

Have Construction Documents been completed for this project?

YES  NO

\_\_\_\_\_  
\_\_\_\_\_

Anticipated or Actual Bid Date: TBD based on award of NBPSCF funding

Estimated Start Date of Construction: TBD based on award of NBPSCF funding

Estimated Completion Date of Construction: TBD based on award of NBPSCF funding

**PROJECT BUDGET**

Date: 01-03-2022

Estimated Project Costs	Local (non-State)	NBPSCF Grant Funds	Total
<b>Planning</b>	\$ <u>12,221.27</u>	\$ <u>232,204.09</u>	\$ <u>244,425.36</u>
<b>Construction</b>	\$ <u>122,212.68</u>	\$ <u>2,322,040.92</u>	\$ <u>2,444,253.60</u>
<b>Other Costs*</b>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
<b>Total</b>	\$ <u>134,433.95</u>	\$ <u>2,554,245.01</u>	\$ <u>2,688,678.96</u>

\*Project costs normally categorized as ‘owner’s direct costs’ on a construction project – may include items such as site surveys, materials testing, site utilities, geotechnical reports, etc. Land acquisition costs are not eligible.

**Source(s) of required Local Matching Funds:**

Capital outlay funding provided by County Commissioners

**Have any of the Local Matching Funds been expended at the time of application?**

YES  NO

If YES, provide amount expended: \_\_\_\_\_

If YES, provide description of work: \_\_\_\_\_

**Estimated Project Expenditures by Fiscal Year** (show estimated period over which funds will be spent by Fiscal Year)

Total Expenditures	2021-22 or earlier	2022-23	2023-24	2024-25 or later	Total
Local Match (Non-State Funds)	\$ 0.00	\$ 134,433.95	\$ 0.00	\$ 0.00	\$ 134,433.95
Requested NBPSCF Grant Funds*	\$ 0.00	\$ 2,554,245.01	\$ 0.00	\$ 0.00	\$ 2,554,245.01
	\$ 0.00	\$ 2,688,678.96	\$ 0.00	\$ 0.00	\$ 2,688,678.96

\*Total requested grant funding cannot exceed maximum allowed under G.S. 115C-546.11(c) .

**ADDITIONAL DOCUMENTATION**Date: 01-03-2022

Any project funded with a grant from the Needs-Based Public School Capital Fund must follow the same review process as any other LEA capital project.

- A registered Architect and/or registered Engineer shall prepare the drawings and specifications in accordance with G.S. 133-1 through 133-4.1, as applicable.
- School Planning design review is required. Design documents must be submitted at appropriate intervals during design – SD, DD, and CD. Neither the LEA nor the County shall invest any funds in construction of the project until the review process is completed.
- Transmittal of drawings and specifications to School Planning must include the form at: <https://www.dpi.nc.gov/media/581/download>
- Design of the project should be in compliance with DPI School Planning Guidelines: <https://www.dpi.nc.gov/districts-schools/district-operations/school-planning>
- DPI Facility Design Guidelines can be found at: <https://www.dpi.nc.gov/media/569/download>
- DPI School Science Facility Requirements can be found at: <https://www.dpi.nc.gov/media/570/download>  
<https://www.dpi.nc.gov/media/571/download>
- For projects involving the closing of an existing school, the LEA must follow these procedures: <https://www.dpi.nc.gov/media/13311/download>
- For projects involving the demolition of an existing school building, the LEA must follow the closing procedure noted above and must submit a Feasibility and Cost Analysis: <https://www.dpi.nc.gov/media/544/download>

**ASSURANCE PAGE**

Date: 01-03-2022

By signing below, we assure the North Carolina Department of Public Instruction that we are officials of our respective organizations and we are authorized to submit this application on behalf of these organizations.

We certify the following:

- The information provided in this proposal is correct and complete.
- The project described in the application is within the parameters of the Needs-Based Public School Capital Fund as required in Article 38B of G.S. 115C-546, and that all of the required local funding is available and designated as a match for this project.
- All Needs-Based Public School Capital Fund grant proceeds and the required Local Matching funds will be used for the construction project described in the application.
- We will work cooperatively with the North Carolina Department of Public Instruction in monitoring and evaluating the progress of the project to meet statutory reporting requirements. We will report on project status and State and local funds expended by April 1 of each year, at the time of each distribution request, and within 90 days of project completion.
- Upon receiving a Needs-Based Public School Capital Fund grant award, we will enter into an agreement with the Department of Public Instruction detailing the use of grant funds, in accordance with G.S. 115C-546.12.
- All applicable federal and state laws will be adhered to, including promotion of equal opportunity without regard to race, color, religion, gender, age, disability, political affiliation, or national origin.
- Generally accepted fiscal control and accounting procedures will be followed to ensure proper disbursement and accounting of funds from the Needs-Based Public School Capital Fund grant proceeds and required Local Matching funds.

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(Signature – Chair, County Commissioners)

(Date)

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(Signature – Chair, Board of Education)

(Date)

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 3 (f)

Meeting Date: February 7, 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:** Water Infrastructure Engineering Contract - Authorization of County Manager to Negotiate with Most Qualified RFQ Respondent

**DEPARTMENT:** Public Works

**PUBLIC HEARING:** No

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

**PURPOSE:** To consider authorizing County Manager to negotiate contract with Dewberry Engineering for engineering services related to water infrastructure

**ATTACHMENTS:** Memo, Resolution, RFQ Responses

**BACKGROUND:**

On December 20, 2021, a RFQ was issued with submittal deadline of January 21, 2022 for Engineering Services Contract for the Sampson County Water Infrastructure Projects. We received three responses to the RFQ by the submittal date of January 21, 2022. The responses received were from Dewberry, Municipal Engineering Services Company and Vaughn & Melton Consulting Engineers. Per County policy, there was an initial review for conformity with the RFQ of the proposals received. Afterwards the Technical Review Committee (TRC) evaluated and scored the responses and met to discuss the results. The TRC determined based on responses to the RFQ that interviews were not necessary and determined the best qualified firm to be Dewberry and the next best qualified firm to be Vaughn & Melton Consulting Engineers.

**RECOMMENDED ACTION OR MOTION:**

Adopt the enclosed resolution finding Dewberry to be the most qualified RFQ respondent based on the criteria included in the RFQ and authorize the County Manager to negotiate and execute a contract with them as the most qualified RFQ respondent at a fair and reasonable price, and if a contract cannot be negotiated with them as best qualified firm, terminate negotiations with that firm and initiate negotiations with the next best qualified firm

# Memo

**To:** David K. Clack, Finance Officer  
**From:** Juanita Brewington, CLGPO, Purchasing & Contracting Officer  
**Date:** January 31, 2022  
**Re:** Professional Engineering Services for Sampson County Water Infrastructure Projects Request for Qualifications (RFQ) Evaluation Results

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On December 20, 2021, a RFQ was issued with submittal deadline of January 21, 2022 for Engineering Services Contract for the Sampson County Water Infrastructure Projects. Notice of the RFQ was published in the Sampson Independent. The RFQ was posted on the County’s website and was sent to the State’s Historically Under-utilized Businesses (HUB) department for posting and availability to more than one hundred firms.

We received three responses to the RFQ by the submittal date of January 21, 2022. The responses received were from Dewberry, Municipal Engineering Services Company and Vaughn & Melton Consulting Engineers.

Per County policy, there was an initial review for conformity with the RFQ of the proposals received. Afterwards the Technical Review Committee (TRC) evaluated and scored the responses and met to discuss the results. The TRC determined based on responses to the RFQ that interviews were not necessary, and the results are listed below:

<b>Engineering Firm</b>	<b>Ranked</b>
Dewberry	#1
Municipal Engineering Services Company	#3
Vaughn & Melton Consulting Engineers	#2

Based on the above ranking the TRC’s recommendation of the best qualified firm is Dewberry and the next best qualified firm is Vaughn & Melton Consulting Engineers. We respectfully request that the Board adopt the attached resolution authorizing the County Manager to negotiate and execute a contract with Dewberry.



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

**WHEREAS**, on December 20, 2021, Sampson County issued a request for qualifications (“RFQ”) for water infrastructure projects; and

**WHEREAS**, the Sampson County Board of Commissioners find Dewberry to be the most qualified RFQ respondent, Vaughn & Melton Consulting Engineers to be the second most qualified RFQ respondent, and Municipal Engineering Services Company to be the third most qualified RFQ respondent based on the criteria included in the RFQ; and

**WHEREAS**, the Sampson County Board of Commissioners has reviewed and further wishes to ratify the *Method for Conducting Technical Evaluations of Proposals and Selecting the Best Qualified Firm* included in the agenda materials for the February 7, 2022 regular meeting; and

**WHEREAS**, the Sampson County Board of Commissioners wishes to authorize the County Manager to negotiate and execute a contract with the most qualified RFQ respondent at a fair and reasonable price, and if a contract cannot be negotiated with the best qualified firm, terminate negotiations with that firm and initiate negotiations with the next best qualified firm;

**NOW, THEREFORE, BE IT RESOLVED** that the County Manager is hereby authorized to negotiate and, with the concurrence of the County Attorney, execute a contract at a fair and reasonable price with Dewberry, and if a contract cannot be negotiated with Dewberry, terminate negotiations with that firm and initiate negotiations with the next best qualified firm.

**ADOPTED**, this the 7th day of February, 2022.

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

**ATTEST:**

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

# GENERAL INFORMATION

## Lead Contact

Matthew B. West, PE  
mwest@Dewberry.com  
919.424.3770

## Description of Team

Included on the following page.

## Firm overview

Dewberry Engineers Inc. (Dewberry) is a 2,000+ person professional services firm operating nationally, with over 200 local North Carolina staff members. Dewberry's diverse capabilities include water engineering, transportation planning and engineering, utility coordination, surveying, subsurface utility engineering, environmental surveys and planning, and coastal engineering.

Dewberry is recognized for combining unsurpassed commitment to client service with deep subject matter expertise and has worked with Sampson County for 15 years. We are dedicated to solving our clients' most complex challenges and transforming their communities, and will continue to bring that dedication to Sampson County.

## Firms Approach to Diversity

Dewberry's outreach efforts to engage small, minority-owned, and historically under-utilized businesses is part of our corporate culture. Dewberry supports the county's Minority-owned, Women-owned, and Small Business Enterprise (MWSBE) program and we have a robust diversity and inclusion group within the company. We have included the following firms on our team:



- **Three Oaks Engineering**

*A woman-owned (HUB-certified) disadvantaged business enterprise*

Three Oaks will provide public involvement services and has completed numerous educational and public project hearings in minority communities throughout southeast NC. The Three Oaks staff has played an integral role in the development of public involvement plans for numerous infrastructure projects in North Carolina.

- **Groundwater Management Associates (GMA)**

*Certified Small Professional Services Firm (SPSF)*

GMA has been in business for 32 years and has developed groundwater supply wells throughout North Carolina and the southern US, including within Sampson County. They have extensive experience with water resource development and protection, public water-supply well construction and rehabilitation, hydrogeologic framework studies, and aquifer storage and recovery (ASR).

## Additional Subconsultants

- **Skip Green and Associates, Inc.**

Skip Green will serve as funding advisor. He has previously assisted Sampson County and Dewberry with identifying funding opportunities, preparing applications, and administering funds.

- We anticipate that some of the proposed projects will required the support of a geotechnical engineering subconsultant. While we have not identified a specific geotechnical engineering subconsultant, we will select the most qualified subconsultant based on the scope of the identified project. This will allow us to provide Sampson County with the most cost and technical effective solutions. Additionally, we routinely partner with geotechnical engineering subconsultants who are designated as small, minority-owned, or under utilized businesses.

## Description of Team

The Dewberry team consists of engineers, surveyors, hydrogeologists, and other technical professionals that have a long history with Sampson County and working with rural water systems in Eastern North Carolina, and others parts of the Southeast. Our team has worked with Sampson County for more than a decade and has designed or completed over 40 projects for the County during this time period. Such projects as, local water supply planning, economic development planning, hydraulic modeling and capital improvement planning, design of

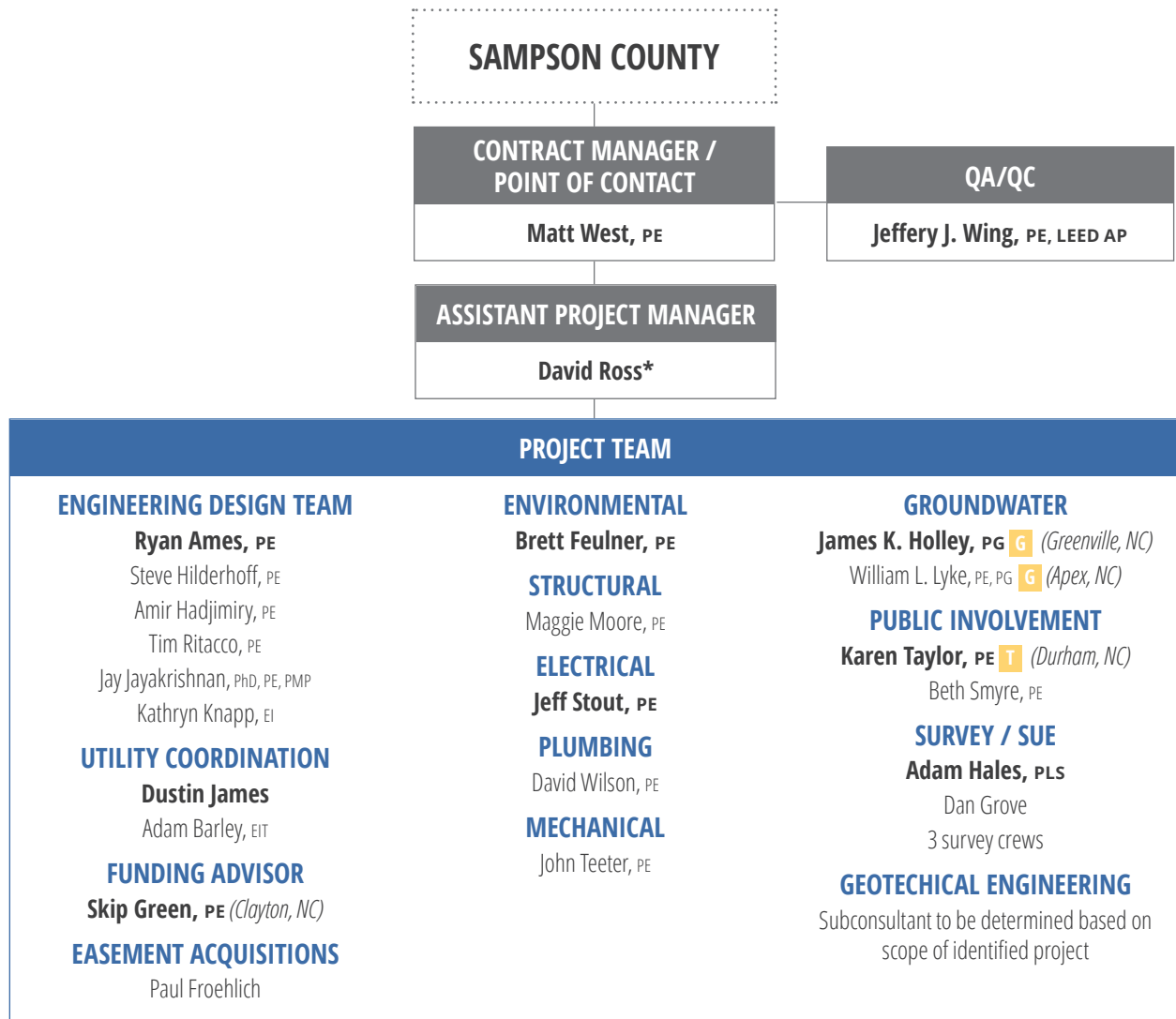
water system improvements, and multiple funding applications. Dewberry and our subconsultants work to expedite all of Sampson County's work, while focusing on the successful completion of the project.

**Our Client and Contract Manager, Matt West, has a 15-year history with Sampson County and your staff.**

Matt is excited to have the opportunity to continue his and the Dewberry relationship to expand the water system using previously obtained funding and future funding based upon award.

Matt is supported by David Ross to provide an even "deeper bench" to provide quick response time on day-to-day activities.

## Organizational Chart



**G** Groundwater Management Associates

**T** Three Oaks Engineering

**S** Skip Green and Associates, Inc.

**Bold** indicates resume included

All staff is located in Raleigh, NC unless noted otherwise

\*David Ross will be involved in day-to-day activities and contact

## SIMILAR EXPERIENCE

### I-40/Highway 403 Well Head and Treatment System SAMPSON COUNTY, NC

Dewberry, with help from Groundwater Management Associates (GMA), conducted test well installation and sampling, followed by production well installation. Further upgrades to Sampson County's potable water well system included:

- Installation of a vertical turbine well pump (600gpm) and related piping, construction of a split face block treatment building with a fan and louver system and an equipment pad
- Installation of manganese removal pressure filters with manganese dioxide media; providing site piping to the pressure filters and to the distribution system
- Design for the sludge system utilizing a 60,000-gallon backwash storage tank and one 10,000-gallon sludge storage tanks
- Installation a simplex pump station and one other centrifugal pump
- Integration of PLC controls for filter backwashing
- Integration of filter remote monitoring with all required electrical work, and
- Site work design

#### KEY DESIGN CHALLENGES AND SOLUTIONS

- Challenge: reconciling the treatment technology and the budget.
- Solutions: the team compared technical reviews of alternatives against the budget, selected a proven, cost effective treatment technology, and negotiated with the contractor following the bid opening. We specified and assisted the County with procurement bidding of an emergency generator to save money.

**CONSTRUCTION ADMINISTRATION** Conducted periodically in concert with the Division of Water Infrastructure.

**PERMITTING** Permits obtained include: Public Water Supply Authorization to Construct, NCDEQ Aquifer Protection Section, Sampson County Planning, and Sampson County Inspections.

**PLANNING AND FEASIBILITY STUDIES** An Engineering Report and an Environmental Document was completed to satisfy federal funded project requirements.

**ASSISTING LOCAL GOVERNMENTS WITH OBTAINING AND MEETING THE REQUIREMENTS OF FEDERAL AND STATE FUNDING SOURCES** Funding sources for this project included the following: Golden Leaf, Economic Development Administration, NC Division of Water Infrastructure representative and the County.

**PROJECT GOALS AND HOW THEY WERE ACHIEVED** Project goals were to increase the County's overall water supply and provide additional treatment to remove the Iron and Manganese from the water, within a set budget. This project also supports economic development at the I-40, Exit 355 interchange. These goals were achieved via multiple design alternative reviews, several negotiation sessions with the contractor, and perseverance by the team.

- **CLIENT**  
Sampson County
- **CURRENT STATUS**  
In construction
- **SIZE** 600 gpm
- **COST** \$2.8M final budget
- **CHANGE ORDERS** n/a, currently in construction
- **SERVICES**  
Planning  
Surveying  
Geotechnical  
Civil Engineering  
Utility Design  
Structural Design Related to Water Infrastructure  
Cost Estimating  
Bidding Assistance and Bid Documents  
Construction Administration and Observation  
As-Built Documents
- **KEY TEAM MEMBERS**  
*Located in Raleigh, NC unless noted otherwise*  
David Ross  
Ryan Ames  
Matt West  
Maggie Moore  
Tim Ritacco  
Katie Knapp  
Jeff Wing  
Adam Hales  
Groundwater Management Associates (Apex, NC)
- **PUBLIC AGENCIES THAT REVIEWED THE PROJECT**  
Public Water Supply;  
NCDEQ; Sampson County Planning; Sampson County Inspections.
- **REFERENCE**  
Linwood Reynolds  
910.592.0188  
Lreynolds@sampsonnc.com

## Johnston County Interconnection Phase I SAMPSON COUNTY, NC

Johnston County and Sampson County have agreed to connect their water systems to allow for two-way flow so that Sampson can sell water to Johnston County as well as (if needed) purchase water in times of need. Dewberry completed hydraulic modeling, preliminary evaluation of cost, system controls, and layout. The preliminary work identified a connection between each system at Easy Street in North Sampson County that is less than 1,000 feet of water main. The connection included development of a new site and booster pump station and controls.

The final design included a water main, two-way master meter, and a water booster pumping station capable of 350 gallons per minute with electrical and site design. The site design included grading, drainage, access, and required sedimentation and erosion control. The booster pump was master planned to support Phase 2 of the interconnect.

### KEY DESIGN CHALLENGES AND SOLUTIONS

- Challenge: meeting schedules for selling water to Johnston County.
- Solution: Dewberry executed a procurement and performance based bid for the booster pump station ahead of the General Contractor civil bid. The procurement of the booster pump station in advance of the general bid reduced the construction schedule by approximately 8-12 weeks.

**CONSTRUCTION ADMINISTRATION** Conducted periodically and within compliance with Division of Water Infrastructure requirements.

**PERMITTING** Permits obtained included: NCDOT Encroachment Agreement, Public Water Supply Authorization to Construct.

**PLANNING AND FEASIBILITY STUDIES** An Engineering Report and an Environmental Document was completed to satisfy federal funded project requirements.

**ASSISTING LOCAL GOVERNMENTS WITH OBTAINING AND MEETING THE REQUIREMENTS OF FEDERAL AND STATE FUNDING SOURCES** Davis Bacon and American Iron and Steel as well as other mandated funding documents were prepared.

**PROJECT GOALS AND HOW THEY WERE ACHIEVED** The goal was to sell water to Johnston County as soon as possible and within a budget of \$700,000. Dewberry achieved the goal through innovative bidding and purchasing procedures as well as expediting the construction schedule with contractor following bidding via use of frequent interaction and proactive decision making. **This innovation delivered the project approximately \$250,000 under budget.**

- **CLIENT**  
Sampson County
- **CURRENT STATUS**  
Complete
- **SIZE** 0.5 MGD
- **COST** \$442,000 final
- **CHANGE ORDERS**  
\$105,638
- **SERVICES**  
Planning  
Surveying  
Civil Engineering  
Utility Design  
Structural Design Related to Water Infrastructure  
Easement Acquisition  
Cost Estimating  
Bidding Assistance and Bid Documents  
Construction Administration and Observation  
As-Built Documents
- **KEY TEAM MEMBERS**  
*Located in Raleigh, NC*  
Matt West  
David Ross  
Maggie Moore  
Tim Ritacco  
Jeff Stout  
Adam Hales
- **PUBLIC AGENCIES THAT REVIEWED THE PROJECT**  
Division of Water Infrastructure; Public Water Supply; Johnston and Sampson Counties
- **REFERENCE**  
Linwood Reynolds  
910.592.0188  
Lreynolds@sampsonnc.com



Water Vault



Booster Pump Station



DWI Signage

## Johnston County Interconnection Phase II SAMPSON COUNTY, NC

This project is currently under construction. The project includes field survey, environmental survey, geotechnical, easement maps, construction drawings, specifications, and permitting. Dewberry conducted bidding services for approximately 42,400 LF of 6-inch and 8-inch water line, associated appurtenances and 19 horizontal directional drills. A two-way master meter vault was designed to allow for selling as well as purchasing (if needed) to and from Johnston County. An undeveloped parcel was purchased and will be developed into a utility meter vault site.

### KEY DESIGN CHALLENGES AND SOLUTIONS

- Challenge: wetland crossings.
- Solution: delineation and horizontal directional drills.
- Challenge: master meter parcel location.
- Solution: several site selection alternatives.
- Challenge: hydraulic evaluation.
- Solution: analysis of booster pump station and pipeline diameter / headloss values to value engineer the pipe diameter and reduce project costs.

**CONSTRUCTION ADMINISTRATION** Will be conducted periodically and within compliance with Division of Water Infrastructure requirements.

**PERMITTING** Permits obtained include: NCDOT Encroachment Agreement, Public Water Supply Authorization to Construct, NCDEQ Sedimentation and Erosion Control. Dewberry designed this project to avoid environmental impacts and that would have required Section 401/404 permitting.

**PLANNING AND FEASIBILITY STUDIES** An Engineering Report and an Environmental Document was completed to satisfy federal funded project requirements.

**ASSISTING LOCAL GOVERNMENTS WITH OBTAINING AND MEETING THE REQUIREMENTS OF FEDERAL AND STATE FUNDING SOURCES** Davis Bacon and American Iron and Steel as well as other mandated funding documents were prepared.

**PROJECT GOALS AND HOW THEY WERE ACHIEVED** The goal was to provide another connection to Johnston County at a hydraulically better location in a cost effective and expeditiously manner. The goal was achieved via technically evaluating alternative routes and pipe sizes to provide confidence to the funding agencies and Johnston County. Additionally, Dewberry evaluated allowing options of construction materials that minimized the supply chain schedule and provided below budget general contractor bids. The booster pump station designed and constructed as part of Phase 1 will support this phase of the interconnection.



- **CLIENT**  
Sampson County
- **CURRENT STATUS**  
In construction
- **SIZE** 7 miles / 8-inch pipe
- **COST** \$2.3M estimated
- **CHANGE ORDERS** n/a, in construction
- **SERVICES**  
Planning  
Surveying  
Geotechnical  
Civil Engineering  
Structural Design Related to Water Infrastructure  
Utility Coordination  
Permitting  
Easement Acquisition  
Cost Estimating  
Bidding Assistance and Bid Documents  
Construction Administration and Observation  
As-Built Documents
- **KEY TEAM MEMBERS**  
*Located in Raleigh, NC*  
Matt West  
Adam Hales  
Katie Knapp  
David Ross  
Dustin James  
Jeff Wing  
Tim Ritacco  
Brett Feulner
- **PUBLIC AGENCIES THAT REVIEWED THE PROJECT**  
Division of Water Infrastructure; Public Water Supply; NCDOT; Sampson County; Johnston County; NCDEQ
- **REFERENCE**  
Linwood Reynolds  
910.592.0188  
Lreynolds@sampsonnc.com

## I-40/NC403 Elevated Storage Tank and Water Main SAMPSON COUNTY, NC



Dewberry designed approximately 17,000 linear feet of 12-inch water main and 6,000 linear feet of 8-inch water main in support of a water supply development project. Dewberry provided planning, design, permitting,

bidding, and construction administration services for the project, which included railroad crossings and trenchless installation.

During the design of the Sampson County water system improvements to serve a new industry (Enviva), it became necessary to design and construct a new elevated storage tank (500,000 gallons) with water main connection at the interchange with Hwy 403 and Interstate 40. The water main crossing was designed as 12-inch HDPE to be horizontal directional drilled across the interstate a distance of 1,300 linear feet at a depth of 10 feet below highway grade. Geotechnical bores, survey, and control access coordination prior to construction were all necessary and conducted accordingly.

Dewberry has served as Sampson County water system consultant for several years and during that time, both Hurricane Matthew and Hurricane Florence caused several water main and road wash outs. Several Horizontal Directional Drills (HDDs) were utilized to repair these breaks and install new water mains a safe distance below creek beds to prevent future impacts from heavy flooding and roadway culvert washouts.

### KEY DESIGN CHALLENGES AND SOLUTIONS

- Challenge: crossing Interstate 40 at the Highway 403 interchange without needing easements.
- Solution: a 1,300 linear foot horizontal directional drill that spanned the entire Interstate right-of-way.

**CONSTRUCTION ADMINISTRATION** Conducted periodically and as needed to direct contractor.

**PERMITTING** Permits obtained included: NCDOT Controlled Access Encroachment Agreement, NCDOT Encroachment Agreement, Public Water Supply Authorization to Construct, NCDEQ Sedimentation and Erosion Control, and a Sampson-Clinton Zoning Permit.

**PLANNING AND FEASIBILITY STUDIES** An Engineering Report, Environmental Document, and geotechnical analysis was completed to satisfy all funding requirements and aid in the design.

**ASSISTING LOCAL GOVERNMENTS WITH OBTAINING AND MEETING THE REQUIREMENTS OF FEDERAL AND STATE FUNDING SOURCES** CDBG, NC Department of Commerce Rural Economic Development Division, Golden Leaf Foundation.

**PROJECT GOALS AND HOW THEY WERE ACHIEVED** The goal for this project was to provide water service for domestic, industrial, and industrial fire flow use. The goal was achieved through analysis using hydraulic modeling and working with the economic developer and industrial company (Enviva) management to agree on terms and schedules.

- **CLIENT**  
Sampson County
- **CURRENT STATUS**  
Complete
- **SIZE** 23,000 LF, 0.5 MG EST
- **COST** \$1.7M
- **CHANGE ORDERS** \$8,000
- **SERVICES**  
Planning  
Surveying  
Geotechnical  
Civil Engineering  
Utility Design  
Structural Design Related to Water Infrastructure  
Utility Coordination  
Permitting  
Easement Acquisition  
Cost Estimating  
Bidding Assistance and Bid Documents  
Construction Administration and Observation  
As-Built Documents
- **KEY TEAM MEMBERS**  
*Located in Raleigh, NC*  
Matt West
- **PUBLIC AGENCIES THAT REVIEWED THE PROJECT**  
NCDOT, NCDEQ; Public Water Supply; Sampson-Clinton Zoning
- **REFERENCE**  
Linwood Reynolds  
910.592.0188  
lreynolds@sampsonnc.com

## Iron and Manganese (Fe/Mn) Treatment

### SAMPSON COUNTY, NC

Dewberry completed an evaluation of water treatment processes and technologies for well water produced for the Sampson County Water System. The evaluation included bench-top testing to review three treatment technologies for the removal of iron and manganese. The three treatment technologies included green sand media, ion exchange, and manganese dioxide. Dewberry also performed cost engineering to estimate capital and operating costs, while also evaluating ease of operation, integration into existing system, and waste stream generation and disposal options as part of the feasibility phase. The evaluation determined that manganese dioxide was the most long-term suitable and sustainable technology for the water system.

Following the feasibility and reconnaissance phases, Dewberry completed the design of the iron manganese treatment system using Civil 3D for the water main design (plan and profile). Design included a treatment capacity of 1,200GPM, backwash system, two 10,000-gallon sludge storage tanks, 60,000 gallon backwash storage tank, recycle and transfer pumps, and the related building for the system. A performance specification for the treatment system included effluent quality, pressure drop across the system, time between backwash cycles, media life, and system redundancy. All mechanical, electrical, plumbing, and structural engineering and architectural services were also provided by Dewberry. As part of the project, Dewberry provided cost estimating, and supported the project in all phases from reconnaissance phase to construction and O&M phases. AutoCad, Specsintact, WaterCAD and Costworks were used. This was a very technical job.

#### KEY DESIGN CHALLENGES AND SOLUTIONS

- Challenge: treatment of 100% of the water supply without duplicating facilities.
- Solution: the repurposing of some existing piping and hydraulic evaluations as well as treatment analysis.

**CONSTRUCTION ADMINISTRATION** Will be conducted periodically and within compliance with Division of Water Infrastructure requirements.

**PERMITTING** Permits obtained include: NCDOT Encroachment Agreement, Public Water Supply Authorization to Construct, NCDEQ Sedimentation & Erosion Control.

**PLANNING AND FEASIBILITY STUDIES** An Engineering Report and an Environmental Document was completed to satisfy federal funded project requirements.

**ASSISTING LOCAL GOVERNMENTS WITH OBTAINING AND MEETING THE REQUIREMENTS OF FEDERAL AND STATE FUNDING SOURCES** Davis Bacon and American Iron and Steel as well as other mandated funding documents were prepared.

**PROJECT GOALS AND HOW THEY WERE ACHIEVED** The goal was to provide cost effective treatment for the entire Sampson County water supply. This was achieved through innovative bidding and value engineering, allowing reduction in overall project cost. Additionally, treatment/blending of water supply to complete the Iron and Manganese treatment scheme. The design is master planned for an additional treatment vessel to achieve the full treatment capacity.

- **CLIENT**  
Sampson County
- **CURRENT STATUS**  
In construction
- **SIZE** 1 MDG treatment
- **COST** \$2.4M final budget
- **CHANGE ORDERS** Currently in construction
- **SERVICES**  
Planning  
Surveying  
Geotechnical  
Civil Engineering  
Utility Design  
Structural Design Related to Water Infrastructure  
Utility Coordination  
Permitting  
Easement Acquisition  
Cost Estimating  
Bidding Assistance and Bid Documents  
Construction Administration and Observation  
As-Built Documents
- **KEY TEAM MEMBERS**  
*Located in Raleigh, NC*  
Matt West  
David Ross  
Jeff Wing  
Ryan Ames  
Tim Ritacco  
Kathryn Knapp  
Adam Hales  
Maggie Moore  
Jeff Stout
- **PUBLIC AGENCIES THAT REVIEWED THE PROJECT**  
Division of Water Infrastructure, Public Water Supply, Sampson County, NCDEQ, NCDOT
- **REFERENCE**  
Linwood Reynolds  
910.592.0188  
lreynolds@sampsonnc.com



## Brunswick County Industrial Park Tank and Hydraulic Model

### BRUNSWICK COUNTY, NC



A Preliminary Engineer’s Report was prepared incorporating modeling and planning for a new 16-inch Water Main and a new 500,000 gallon composite elevated storage tank to provide future water service and fire flows for the Mid-Atlantic Industrial Park. Part of the new design included a 16” water main extension across US 74/76 to the new tank site and a new metered connection to Columbus County’s water system

from Brunswick County, NC. This connection will provide an interconnect that may be used to provide water from Brunswick County to Columbus County and serve as an emergency connection from Columbus County to Brunswick County. The operational challenges of maintaining fresh water in an elevated storage tank at the fringes of a distribution system, coupled with the logistical challenges of interconnecting two separate municipalities required a collaborated effort from all parties involved to deliver a successful and sustainable project.

The new elevated storage tank project is part of a broader project between Columbus and Brunswick County that is intended to develop the US 74/76 Industrial Park that borders the two counties. The industrial park is not currently served by public water or sewer. The Economic Development Departments for both Counties have identified the US 74/76 Industrial Park area as a prime location for future industrial park and would like to ensure that adequate planning occurs so that Brunswick County can provide water and sewer services to potential future development at the parks.

#### KEY DESIGN CHALLENGES AND SOLUTIONS

- Challenge: determining location, size, and height of the new elevated storage tank.
- Solution: engineering analysis and coordination with stakeholders.

**CONSTRUCTION ADMINISTRATION** Conducted periodically with special inspections to evaluate welds and coating thickness.

**PERMITTING** Permits obtained include: NCDOT Controlled Access Encroachment Agreement, Brunswick County stormwater, Public Water Supply, NCDEQ Sedimentation and Erosion Control.

**PLANNING AND FEASIBILITY STUDIES** The initial evaluation of the tank size and height was completed as an initial planning component and basis of design support.

**ASSISTING LOCAL GOVERNMENTS WITH OBTAINING AND MEETING THE REQUIREMENTS OF FEDERAL AND STATE FUNDING SOURCES** Dewberry worked with two different economic developers to apply for grants and loans related hurricane relief funding, as well as funding opportunities with the Economic Development Administration

**PROJECT GOALS AND HOW THEY WERE ACHIEVED** The goal was to evaluate pipeline diameter, elevated tank size and height, and determine the proper facility to serve a new industrial park. We achieved this goal through engineering analysis and coordination with Brunswick and Columbus Counties.

- **CLIENT**  
Brunswick County
- **CURRENT STATUS** Awaiting construction
- **SIZE** 500,000 gallon
- **COST** \$4M estimated
- **CHANGE ORDERS** n/a, not yet constructed
- **SERVICES**  
Planning  
Surveying  
Geotechnical  
Civil Engineering  
Utility Design  
Structural Design Related to Water Infrastructure  
Utility Coordination  
Permitting  
Easement Acquisition  
Cost Estimating  
Bidding Assistance and Bid Documents  
Construction Administration and Observation  
As-Built Documents

- **KEY TEAM MEMBERS**  
*All located in Raleigh, NC*  
Tim Ritacco  
Kathryn Knapp  
Brett Feulner

- **PUBLIC AGENCIES THAT REVIEWED THE PROJECT**  
NCDOT; NCDEQ; Public Water Supply; Brunswick County

- **REFERENCE**  
John Nichols  
910.253.2657  
john.nichols@brunswickcountync.gov

*Photo shown is an existing tank. This tank will look very similar.*

## Dupree Farms Water Main HARNETT COUNTY, NC

Dewberry provided funding assistance and engineering/surveying services to the Harnett County Public Utilities Department to evaluate water system extension to serve Dupree Farms in the Angier Area as part of an NC Commerce Rural Economic Development Grant. Services included evaluation of pipe size and options for service and metering. The final design project provided approximately 3,100 linear feet of 6-inch water main beginning at the intersection NC 210 and Pea Ridge Road and extending north along Pea Ridge Road to the entrance to the Dupree Farms sweet potato packing facility. The water main extension was required to provide a water service which will supply continuous demands to the Dupree Farms sweet potato packing facility. The continuous demands were identified as being the domestic and brush was demands and equate to approximately 60 GMP.

### KEY DESIGN CHALLENGES AND SOLUTIONS

- Challenge: determining demands and facility (meter) size for a sweet potato packing facility.
- Solution: field work and engineering evaluation of the sweet potato packing process.

**CONSTRUCTION ADMINISTRATION** Conducted periodically and within compliance with Division of Water Infrastructure requirements.

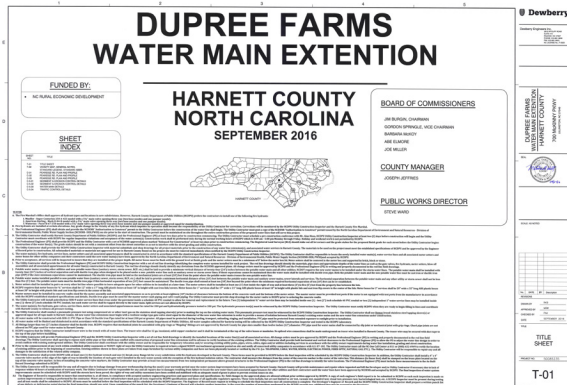
**PERMITTING** Permits obtained include: Public Water Supply, NCDOT Encroachment Agreement, and NCDEQ Sedimentation and Erosion Control.

**PLANNING AND FEASIBILITY STUDIES** Studied water use at packing facility.

**ASSISTING LOCAL GOVERNMENTS WITH OBTAINING AND MEETING THE REQUIREMENTS OF FEDERAL AND STATE FUNDING SOURCES** This project was self-funded.

**PROJECT GOALS AND HOW THEY WERE ACHIEVED** The goal was to assist Harnett County and Dupree Farms with water service to a sweet potato farm in order to facilitate farm expansion. This was achieved via persistence by the design team to analyze the water demands and work to provide a cost effective design for construction.

- **CLIENT**  
Harnett County
- **CURRENT STATUS**  
Complete
- **SIZE** 3,100 LF
- **COST** \$85,000
- **CHANGE ORDERS** \$5,300 deduct
- **SERVICES**  
Planning  
Surveying  
Civil Engineering  
Utility Design  
Utility Coordination  
Permitting  
Easement Acquisition  
Cost Estimating  
Bidding Assistance and Bid Documents  
Construction Administration and Observation  
As-Built Documents
- **KEY TEAM MEMBERS**  
*All located in Raleigh, NC*  
Matt West  
Adam Hales
- **PUBLIC AGENCIES THAT REVIEWED THE PROJECT**  
Public Water Supply;  
NCDOT; NCDEQ
- **REFERENCE**  
Steve Ward  
910-814-3042  
sward@harnett.org



## Kerr Lake High Service Pump Replacement and Generator Additions

### HENDERSON, NC

The City of Henderson, NC contracted Dewberry to design a replacement of one high service pump at their water treatment plant, permanent standby generators at their two booster pump stations, and portable generator connections at their remaining facilities. The high service pump is a 750 hp, 4160 V motor, and the design included replacing the existing motor starter with a variable frequency drive. The portable generator connections design included double-pole disconnect switches with portable generator cam-locks at the remote vaults and water tanks.

The electrical scope of this project consisted of designing a new service entrance disconnect, automatic transfer switch, and permanent standby generator at each water booster pump station. Oxford Booster Pump Station I is a 200 kW, 480 V generator and Oxford Booster Pump Station II is a 400 kW, 480 V generator. The structural scope included pump base design and equipment pad design.

#### KEY DESIGN CHALLENGES AND SOLUTIONS

- Challenge: large medium voltage drive and pump replacement while keeping the 12 MGD water plant in service.
- Solution: resolved by coordination with plant staff on appropriate times to shut the plant down in order to do the work and minimize impact to the regional system of the down time.

**CONSTRUCTION ADMINISTRATION** We are performing construction administration and observation on a periodic basis.

**PERMITTING** A Public Water Supply permit was obtained for this project.

**PLANNING AND FEASIBILITY STUDIES** None in this project.

**ASSISTING LOCAL GOVERNMENTS WITH OBTAINING AND MEETING THE REQUIREMENTS OF FEDERAL AND STATE FUNDING SOURCES** N/A, self-funded.

**PROJECT GOALS AND HOW THEY WERE ACHIEVED** The high service pump had been offline for many years and the goal was to restore service for redundancy. At nine remote locations, such as valve vaults, meter stations, and booster pump stations, provisions for either permanent or portable generators and integration into the SCADA system were added to increase reliability of these remote sites.

- **CLIENT**  
City of Henderson
- **CURRENT STATUS**  
In construction
- **SIZE** 10 MGD
- **COST** \$2.6M actual
- **CHANGE ORDERS**  
n/a, In construction
- **SERVICES**  
Surveying  
Civil Engineering  
Utility Design  
Structural Design Related to Water Infrastructure  
Permitting  
Cost Estimating  
Bidding Assistance and Bid Documents  
Construction Administration and Observation  
As-Built Documents
- **KEY TEAM MEMBERS**  
*All located in Raleigh, NC*  
David Ross  
Steve Hilderhoff  
Matt Fergen  
Jeff Stout
- **PUBLIC AGENCIES THAT REVIEWED THE PROJECT**  
Public Water Supply
- **REFERENCE**  
Christy Lipscomb  
252.430.5700  
clipscomb@ci.henderson.nc.us



## WWTP Flood Mitigation Improvements

### JOHNSTON COUNTY, NC

Hurricane Matthew completely inundated the wastewater treatment plant (WWTP) when the Neuse River flooded. This project entails raising the flood protection dike above the high water mark, assisting in the FEMA reimbursement process, and providing full engineering and support services.

The treatment facility serves six municipalities and county retail sewer service areas. The 9.5 MGD plant provides advanced tertiary treatment and nutrient removal and discharges treated effluent into the Neuse River and to a reclaimed water system. As a result of the record rainfall from Hurricane Matthew, the WWTP site reached 1.6 feet above the top of the perimeter dike. Dewberry was responsible for overall project management, which included preparation and submission of permit applications, construction bidding administration, construction inspection and administration, and preparation of record drawings following construction completion.

#### KEY DESIGN CHALLENGES AND SOLUTIONS

- Challenge: avoiding impacts to the floodway, which we accomplished by modeling the Neuse River to obtain a No-Rise Certification. An additional key design challenge was to determine the most cost effective floodwall construction technique.
- Solution: we worked with the contractor to use a combination of concrete parapet walls and earthen embankments to be within the funding allowance.

**CONSTRUCTION ADMINISTRATION** Dewberry assisted with submittal reviews during the construction administration phase.

**PERMITTING** A permit was obtained from the NCDEQ Sedimentation and Erosion Control.

**PLANNING AND FEASIBILITY STUDIES** Dewberry developed a feasibility to justify construction of flood barriers for FEMA funding approval. This included working with FEMA to establish the appropriate elevation of the flood barrier.

**ASSISTING LOCAL GOVERNMENTS WITH OBTAINING AND MEETING THE REQUIREMENTS OF FEDERAL AND STATE FUNDING SOURCES** Dewberry prepared reports to obtain FEMA funding for the construction of flood walls around the plant.

**PROJECT GOALS AND HOW THEY WERE ACHIEVED** The primary goal of this project was to prevent the site from flooding again, and to accomplish that within the funding allotment. Dewberry achieved these goals via proper flood wall design and working to construct within the FEMA funded amount.



Dewberry aligned its FEMA project experience with treatment plant knowledge and our flood protection design at pumping stations and treatment plants to successfully assist the County with FEMA funding approval and thoroughly addressing potential flood threats.

- **CLIENT**  
Johnston County
- **CURRENT STATUS**  
Complete
- **SIZE** 9.5 MGD
- **COST** \$2,156,000 final
- **CHANGE ORDERS** \$126,000
- **SERVICES**  
Surveying  
Geotechnical  
Civil Engineering  
Hydraulic Engineering/  
CLOMR/LOMR/No Rise  
Analysis  
Structural Design Related to  
Water Infrastructure  
Permitting  
Cost Estimating  
Bidding Assistance and Bid  
Documents  
Construction Administration  
and Observation  
As-Built Documents
- **KEY TEAM MEMBERS**  
*All located in Raleigh, NC*  
Matt West  
Maggie Moore  
Adam Hales  
Jeff Stout  
Matt Fergen
- **PUBLIC AGENCIES THAT REVIEWED THE PROJECT**  
NCDEQ; FEMA; NC  
Department of Public Safety
- **REFERENCE**  
Kimberly Rineer  
919.989.8725  
kim.rineer@johnstonnc.com

## Water and Sewer Line Replacement for Bingham Drive Storm Damage FAYETTEVILLE, NC

Dewberry assisted with the assessment and repair services for utility facilities that were damaged by Hurricane Matthew. The areas of primary concern were: Bingham Drive, Greenock Drive and Strickland Bridge Road. All three areas washed out due to excessively high water and velocities. The washouts caused the road, the road bed and all the utilities within the right-of-way to be damaged during the period of October 9th through 10th, 2016. Dewberry engineers and surveyors were on site on Tuesday October 11, 2016 to begin survey, design and provide construction support. All three areas and proposed repairs were discussed with NCDOT Division 6 engineers and a design was undertaken. Dewberry contacted the NC Public Water Supply section to alert them of the repairs to be undertaken and document “after the fact” permit agreements. Contractors were consulted to determine availability, construction cost, and scheduling. Dewberry designed and provided construction oversight for two horizontal directional drills of high-density polyethylene (HDPE) water pipe at Bingham Drive and Greenock Drive. We also managed the contractor to have the pipe installed, tested and placed in service as soon as possible.

As a separate contract but equally urgent, following FEMA funding approval Dewberry worked with Fayetteville PWC to design the replacement of an existing 8-inch ductile iron sanitary sewer main and the replacement of a 24-inch ductile iron water main damaged during Hurricane Matthew. Dewberry designed the new water main to be an aerial crossing, of Beaver Creek, since NCDOT has proposed to replace the washed-out roadway and culvert with a bridge structure. Dewberry conducted flood plain modeling and coordinated with FEMA and NCDOT on the determination of base flood elevation (BFE). Geotechnical borings were performed. Structural calculations were also performed for piles and caps. The aerial crossing was designed using a 24-inch ductile iron pipe with 60-inch steel casing. The sewer crossing was installed open cut with a 16-inch casing.

### KEY DESIGN CHALLENGES AND SOLUTIONS

- Challenge: To replace utilities with robust facilities that can withstand future flooding impacts.
- Solution: stakeholder inputs, evaluating technical options, and floodplain analysis based on updated data.

**CONSTRUCTION ADMINISTRATION** Conducted periodically and to satisfy FEMA and other stakeholders.

**PERMITTING** Permits obtained include: FEMA No-Rise Analysis, Public Water Supply, NCDOT Encroachment Agreement, NCDEQ 401/404, and fast-track sewer.

**PLANNING AND FEASIBILITY STUDIES** None, as these were emergency response projects following storm damage.

**ASSISTING LOCAL GOVERNMENTS WITH OBTAINING AND MEETING THE REQUIREMENTS OF FEDERAL AND STATE FUNDING SOURCES** This project was designed and managed to qualify for FEMA reimbursement.

**PROJECT GOALS AND HOW THEY WERE ACHIEVED** The goal was to expeditiously get service restored to customers in a way that also maximizes resilience toward future storms. This was achieved via prioritizing restoration solutions while working closely with stakeholders and contractors to make lasting repairs, in a timely manner at a reasonable coverage.

- **CLIENT** Fayetteville PWC
- **CURRENT STATUS** Complete
- **SIZE** 400 LF
- **COST** \$330,000 final
- **CHANGE ORDERS** \$30,000 deduct
- **SERVICES**
  - Surveying
  - Geotechnical
  - Civil Engineering
  - Hydraulic Engineering/ CLOMR/LOMR/No Rise Analysis
  - Utility Design
  - Structural Design Related to Water Infrastructure
  - Utility Coordination (NCDOT, Municipalities, and Adjoining Counties)
  - Permitting
  - Easement Acquisition
  - Cost Estimating
  - Bidding Assistance and Bid Documents
  - Construction Administration and Observation
  - As-Built Documents
- **KEY TEAM MEMBERS**
  - All located in Raleigh, NC*
  - Dustin James
  - Adam Hales
  - Maggie Moore
- **PUBLIC AGENCIES THAT REVIEWED THE PROJECT**
  - Fayetteville PWC, NCDOT, FEMA, NCDEQ, Public Water Supply
- **REFERENCE**
  - Kevin Howell, PE
  - 910.223.4511
  - kevin.howell@faypwc.com

# INDIVIDUAL QUALIFICATIONS

All projects included on all resumes were completed while each individual was with their current firm.



## **Matthew B. West, PE, LEED AP**

### **CONTRACT MANAGER / POINT OF CONTACT**

Matt is a client centered civil engineer who oversees the site/civil, surveying, water/wastewater, transportation, and environmental groups in the firm's Raleigh office. His experience includes initial planning and site feasibility evaluations, planning and zoning reviews, site design, state, local, and federal permitting, and construction administration. Matt also has significant experience in the planning and design of water, sanitary sewer, and storm utility lines. He has managed a variety of complex, multi-disciplined projects for diverse public and private clients.

#### ● **EXPERIENCE HIGHLIGHTS**

Over 15 years of experience working with Sampson County

#### ● **EDUCATION**

BS • Civil Engineering  
• North Carolina State University

#### ● **REGISTRATIONS**

Professional Engineer (PE)  
NC #034991

#### ● **YEARS OF EXPERIENCE**

Dewberry • 18  
Total • 18

#### ● **OFFICE LOCATION**

Raleigh, NC

### **Sampson County Water System Improvements, Sampson County, NC, Project Manager**

Dewberry provided professional engineering services to Sampson County, North Carolina for various water distribution system projects. Included Hydraulic Model Analysis – determined water quality and pressure problems, and recommended water main extensions and changes in system operation. Design services for booster stations and control valves at elevated tanks and water main extensions to serve new customers and eliminate dead line, and a long-term water supply plan was developed, identifying groundwater supply sources to meet future demands.

### **Elevated Water Storage Tank, Sampson County, NC, Project Manager**

Dewberry provided design, permitting, bidding, construction administration and contract oversight for a 500,000 gallon elevated water storage tank and 6,000 linear feet of 12-inch water main. Services included evaluation of the existing groundwater supply, hydraulic modeling of the proposed improvements, design of the elevated water storage tank, and design of the water main that included a 1,300 linear feet horizontal directional drill.

### **Iron Manganese (Fe/Mn) Treatment, Sampson County, NC, Project Manager**

Dewberry provided design to serve the well treatment filter building. The team developed a performance specification that included effluent quality, pressure drop across the system, time between backwash cycles, and system redundancy.

### **Dupree Farms Water Main, Harnett County, NC, Project Manager**

Dewberry provided funding assistance and engineering/surveying services to the Harnett County Public Utilities Department to evaluate water system extension to serve Dupree Farms in the Angier area as part of an NC Commerce Rural Economic Development Grant. Services included evaluation of pipe size, options for service and metering. The final design project will provide approximately 3,100 linear feet of 6-inch water main.

### **I-40/Highway 403 Well Head and Treatment System, Sampson County, NC, Project Manager**

This project included test well installation and sampling, followed by production well installation, as well as further upgrades to Sampson County's potable water well system.



## David A. Ross

### ASSISTANT PROJECT MANAGER

David is an Assistant Project Manager with experience working on a variety of projects including water, wastewater, site/civil, and energy serving local, state, and commercial clients. He has worked closely with the division of water infrastructure to procure project funding and also administered the associated rules and regulations to the contractor during construction. He is proficient in AutoCAD and other design software and products that support in design.

- **EXPERIENCE HIGHLIGHTS**

Worked on 15 projects for Sampson County

- **EDUCATION**

BS • Civil Engineering  
• North Carolina State University

- **YEARS OF EXPERIENCE**

Dewberry • 2  
Total • 2

- **OFFICE LOCATION**

Raleigh, NC

#### **I-40/Highway 403 Well Head and Treatment System, Sampson County, NC, Construction Administrator**

This project included test well installation and sampling, followed by production well installation, then further upgrades to Sampson County's potable water well system including installation of a vertical turbine well pump (600gpm) and related piping, construction of a split face block treatment building with a fan and louver system and an equipment pad; installation of manganese removal pressure filters with manganese dioxide media; providing site piping to the pressure filters and to the distribution system; provide piping for the sludge system utilizing the 60,000-gallon backwash storage tank and one 10,000-gallon sludge storage tanks; install a simplex pump station and one other centrifugal pump; integration of PLC controls for filter backwashing; integration of filter remote monitoring with all required electrical work and site work design

#### **Iron Manganese (Fe/Mn) Treatment, Sampson County, NC, Construction Administrator**

Dewberry provided design to serve the well treatment filter building. The team developed a performance specification that included effluent quality, pressure drop across the system, time between backwash cycles, and system redundancy.

#### **Sampson County Interconnect and Booster Pump Station, Sampson County, NC, Project Engineer**

Johnston County and Sampson County agreed to connect their water systems to allow for two-way flow so that Sampson can sell water to Johnston County as well as (if needed) purchase water in times of need. Dewberry completed hydraulic modeling, preliminary evaluation of cost, controls and layout as part of a previous task. The preliminary work identified a connection between each system at Easy Street in North Sampson County that is within less than 1,000 feet of water main. The connection includes upgrades of an existing site and booster pump station and controls.

#### **Kerr Lake High Service Pump Replacement, City of Henderson, NC, Staff Engineer**

The City of Henderson, NC contracted Dewberry to design a replacement of one high service pump at their water treatment plant, permanent standby generators at their two booster pump stations, and portable generator connections at their remaining facilities. The electrical scope of this project consisted of designing a new service entrance disconnect, automatic transfer switch, and permanent standby generator at each water booster pump station. Oxford Booster Pump Station I is a 200kW, 480V generator and Oxford Booster Pump Station II is a 400kW, 480V generator.

#### **AC Water Main Replacement, City of Henderson, NC, Staff Engineer**

The quality assurance for 7,500 linear feet of 8 to 12-inch water main to replace asbestos cement pipe in urban area.



## Jeffrey Wing, PE, LEED AP

### QA/QC

Jeff has experience providing detailed design and coordinating approvals for water mains, gravity sewer mains, force mains, and pump stations for various municipal, residential, commercial, and industrial projects. He has reviewed water, sewer, and stormwater construction plans and coordinated with regulatory agencies regarding permitting and project documentation. In addition, he has worked as a construction observer and surveyor and has managed numerous projects from conceptual planning through design and construction.

**EDUCATION:** MAS • Environmental Policy and Management • University of Denver  
BS • Civil Engineering • University of Alaska Anchorage  
**REGISTRATION:** Professional Engineer (PE) NC #030056  
NASSCO: ITCP, PACP, LACP, MACP

**OFFICE LOCATION:** Raleigh, NC

- Johnston County Interconnection Phase II, Sampson County, NC, QA/QC
- Iron Manganese (Fe/Mn) Treatment, Sampson County, NC, QA/QC
- Water Transmission Mains and I40/NC 403 Water Main, Sampson County, NC, QA/QC
- West Club Utility Improvements, City of Durham, NC, QA/QC



## Ryan Ames, PE

### WATER SUPPLY / WASTEWATER TREATMENT

Ryan has broad concept level and detail design experience in water and wastewater engineering. His areas of technical expertise include water chemistry; wastewater treatment plant design; process evaluation, optimization, and operation; biological treatment technologies; physical/chemical treatment processes; evaluation of sludge management and disposal options; water quality permitting; and developing capital and operating cost data.

**EDUCATION:** MS • Environmental Engineering • The Pennsylvania State University  
BS • Chemistry • Juniata College  
**REGISTRATION:** Professional Engineer (PE) NC # 41702  
**OFFICE LOCATION:** Raleigh, NC

- Sampson County Fe/Mn Treatment, Sampson County, NC, Project Engineer
- Brunswick County Biosolids Master Plan, Brunswick County, NC, Project Manager
- Sampson County I-40/NC 403 Wellhead and Treatment System, Sampson County, NC, Project Engineer



## Dustin James

### UTILITY COORDINATION

Dustin has extensive work experience developing utility plans according to project specifications and coordination of utilities impacted by roadway projects. He is experienced in completing utility plans and profiles, grading, erosion control, and water/sewer plan and profiles. He is proficient in Microstation V8i, Inroads V8i, AutoTurn 8, Autocad 2010-2014, Autocad Raster Design 2013, Autocad Civil 3D, and OpenRoads.

**EDUCATION:** Coursework • Architectural Technology • Wake Technical Community College  
**OFFICE LOCATION:** Raleigh, NC

- Water Transmission Mains and I40/NC 403 Water Main, Sampson County, NC, Utility Coordination
- Johnston County Interconnection Phase II, Sampson County, NC, Utility Coordination
- AC Water Line Replacement, City of Henderson, NC, Utility Coordination





## Skip Green

### FUNDING ADVISOR

Skip performs economic and community development planning, grant preparation and grant administration services for local governments and non-profit groups and has worked on numerous projects in Sampson County, including:

- REDD, NC Department of Commerce - Building Reuse: Brooks Brothers (\$110,000)
- REDD, NC Department of Commerce - Building Reuse: Farm Fresh (\$180,000)
- REDD, NC Department of Commerce - Infrastructure: Elevated water tank and water main – Enviva (\$781,500)
- Economic Development Administration (EDA), Public Works Test and production wells – Enviva (\$684,750)

**EDUCATION:** BA • Geography • Appalachian State University  
**OFFICE LOCATION:** Clayton, NC



## Brett Feulner

### ENVIRONMENTAL

Brett worked at the North Carolina Department of Transportation for 15 years prior to joining Dewberry, and in that role he successfully designed, developed, and managed the NCDOT mitigation geodatabase, and was the environmental project manager responsible for NEPA compliance for numerous transportation projects from project inception to final permitting. At Dewberry he is responsible for environmental documentation including wetland delineations, threatened and Endangered Species Surveys and Natural Resource Reports.

- Johnston County Interconnection Phase II, Sampson County, NC, Environmental
- Waterline Redesign to Serve the Southern Virginia Megasite at Berry Hill, City of Eden, NC, Environmental
- Industrial Park Elevated Storage Tank and 16-inch Water Main, Brunswick County, NC, Environmental

**EDUCATION:** BS • Forest Management • North Carolina State University  
**OFFICE LOCATION:** Raleigh, NC



## James Holley, PG

### GROUNDWATER

James has more than 32 years of experience in hydrogeology. He is Director of GMA's Water-Resources Division, and he is responsible for oversight and quality assurance of GMA's hydrogeological consulting on water resource, wastewater, and mine dewatering projects. James also provides litigation support and expert witness services for cases involving environmental contamination and groundwater withdrawals.

**Jay has been integral in the study and development of groundwater supply projects in Sampson County. He brings significant, local groundwater supply knowledge to our team (Bold this).**

**EDUCATION:** MS • Geology • East Carolina University  
 BA • Anthropology • East Carolina University  
**REGISTRATION:** Professional Geologist (PG) NC #1060  
**OFFICE LOCATION:** Greenville, NC



## Karen Taylor, PE

### PUBLIC INVOLVEMENT

Karen is a transportation planning engineer with more than 20 years of expertise in transportation and environmental planning. She has experience in National Environmental Policy Act (NEPA) analysis and documentation, project management, public and stakeholder involvement, and has coordinated extensively with state and federal regulatory and resource agencies, as well as local and state officials.

**EDUCATION:** BS • Environmental Engineering • North Carolina State University  
BS • Civil Engineering • North Carolina State University  
**REGISTRATION:** Professional Engineer (PE) NC #023864  
**OFFICE LOCATION:** Durham, NC

- Improvements to NC 210 (Murchison Rd) from I-295 to South of US 401 Bypass in Fayetteville, NC (NCDOT STIP # U-4900), Cumberland County, NC, Project Manager
- Grade Separation of CSX Railroad Crossing at Wesley Chapel Stouts Road (NCDOT STIP # P-5744), Union County, NC, Project Manager
- Replacement of Bridges 80 and 49 on NC 33 over the Tar River and Tar River Overflow (NCDOT STIP # B-4933), Nash County, NC, Project Manager



## Adam Hales, PLS

### SURVEY

Adam is a survey manager for survey field crews, with nearly 16 years experience. He has a strong background in project management, planning, coordination, scheduling, computation, and drafting of boundary, topographic and construction surveys, and easement and route surveys. His experience with survey projects throughout North Carolina includes GPS surveys and route/corridor surveys including coordination with right of way acquisition personnel.

**EDUCATION:** AAS • Civil Engineering Technology • Wake Technical Community College  
AAS • Surveying Technology • Wake Technical Community College  
**REGISTRATION:** Professional Land Surveyor (PLS) NC #L-4980  
**OFFICE LOCATION:** Raleigh, NC

- I-40/NC 403 Water Main and Tank, Sampson County, NC, Surveyor
- Sampson County Water System Improvements, Sampson County, NC, Surveyor
- Iron Manganese Treatment, Sampson County, NC, Surveyor



## Jeff Stout, PE

### ELECTRICAL / POWER

Jeff specializes in the evaluation and design of electrical power distribution systems for water and wastewater treatment and pumping facilities. His experience includes low and medium voltage power distribution, lighting, motor controls, fire alarm systems, access control systems, power system and arc flash studies, and variable frequency drives. He is proficient in computer analysis and design of electrical power systems using SKM Power Tools.

**EDUCATION:** BS, Electrical Engineering, Clemson University  
**REGISTRATION:** Professional Engineer (PE) NC # 40372  
**OFFICE LOCATION:** Raleigh, NC

- I-40/Highway 403 Well Head and Treatment System, Sampson County, NC, Electrical Design
- Johnston County Interconnection Phase I, Sampson County, NC, Electrical Design
- Iron and Manganese (Fe/Mn) Treatment, Sampson County, NC, Electrical Design

# PROJECT ISSUES

## Iron and Manganese (Fe/Mn) Treatment SAMPSON COUNTY, NC

### Challenge 1

Selecting a treatment technology.

#### HOW IT WAS OVERCOME / MITIGATED BY THE TEAM

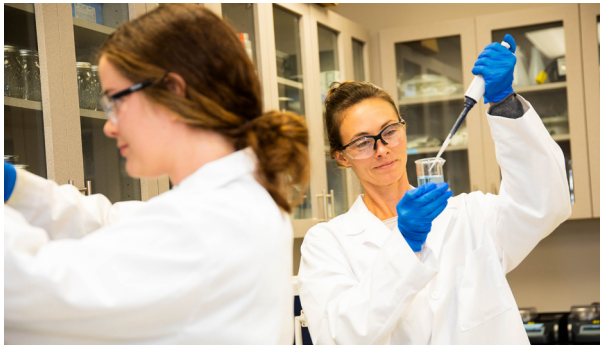
The challenge of selecting a treatment technology for removal of Iron and Manganese (Fe/Mn) and, of equal importance, the disposal of the waste product was overcome via methodical and comprehensive evaluation of best available technology and logical options. Dewberry prepared a Preliminary Engineering Report (PER) that included treatability testing within our water quality lab (bench testing) to review three proven treatment technologies. These included green sand media, ion exchange and manganese dioxide. The raw water was drawn from the Sampson County well heads and brought to the Dewberry lab where we mimicked the disinfection levels and evaluated each treatment technology for removal efficiencies. Each treatment technology was evaluated based upon cost of construction, cost of media, cost of sludge disposal, ease of operations, proven technology, and long term overall water quality requirements. The evaluation was discussed with the County and a treatment technology was chosen (Manganese Dioxide).

### Challenge 2

Two supply locations with a single treatment location.

#### HOW IT WAS OVERCOME / MITIGATED BY THE TEAM

Sampson County desired to remove the Fe/Mn from both the existing water supply wells, however the cost and complication of a treatment unit for each well (two treatment units, two residual process, two



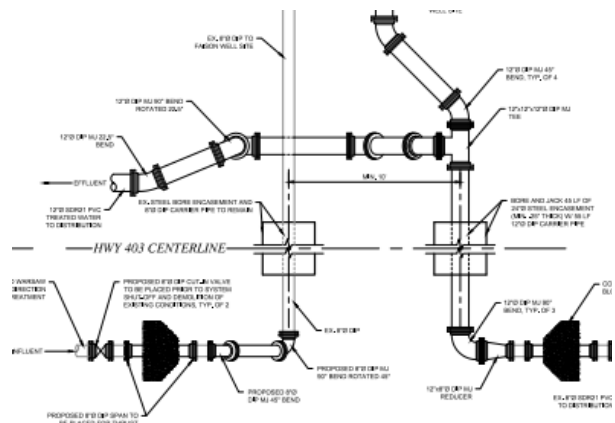
of everything) challenged the team to pursue options for a single treatment unit that could serve both sites and provide the necessary Fe/Mn removal. The Dewberry team evaluated blending of treated water via throttling of the flow from one well while treating the other well at 100%. We also evaluated re-piping the existing water system to allow for a re-use of existing pipeline as a raw water pipeline to send 100% of one well supply to the other site therefore gaining 100% treatment at full flow. Evaluations of easements versus encroachments were looked at in order to conceptually layout the piping and more accurately determine the construction cost and impacts to the NCDOT right of way. The final decision was made to repurpose the existing water distribution system piping and insert new valves while constructing a new finished water main that would also connect to the existing distribution network. The new finished water main required a larger diameter pipeline to improve hydraulic capacity and reduce headloss during repumping.

### Challenge 3

Meeting the overall construction budget.

#### HOW IT WAS OVERCOME / MITIGATED BY THE TEAM

Meeting the overall construction budget was a challenge as the project was funded using federally provided funds that are administered by the State of North Carolina. Often these funds are acquired using rudimentary approximations and increasing



the budget after bidding is not a desired option. Additionally, the project was advertised for bid during a force majeure event (pandemic) and a time of unprecedented construction material price increase and overall labor shortage, these conditions caused the low bid construction submittal to be significantly over the available funds and reduced the overall interest in bidding the project (less competition). In order to overcome construction budget exceedance and increased competitive landscape, Dewberry value engineered the project creating a two contract project. Contract A equals consists of the piping,

valving and other work associated with network changes; whereas, Contract B equals the treatment only construction that consist of all the material and labor to connection to the distribution network. This splitting up of the project into two contracts allowed for more overall interest and competitive bidding, therefore reducing the overall amount required to fund the construction. Additionally, additive/alternate bid items were employed, as opposed to deductive bid items, to receive the most cost effective bid pricing.

## Brunswick County Industrial Park Tank and Hydraulic Model

### BRUNSWICK COUNTY, NC

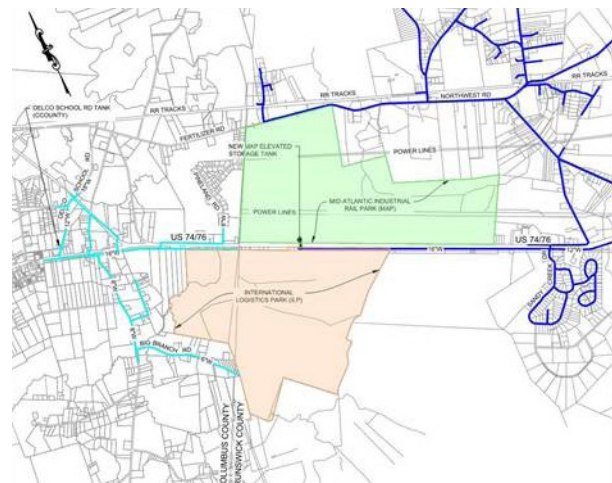
#### Challenge 1

Water demand determination.

#### HOW IT WAS OVERCOME / MITIGATED BY THE TEAM

The project goal was to site and design an elevated storage water tank (EST) and water system network improvements for two proposed industrial parks that bordered Brunswick and Columbus Counties and were divided by US Highways 74 and 76 (Hwy 74/76). The parks are called International Logistics Park (ILP) and Mid-Atlantic Park (MAP). The total acreage is approximately 2,200 acres bisected by Hwy 74/76. The parks are undeveloped raw tree farm land with no proposed tenants or prospects. The economic developers for each county lobbied each commissioning board to spend money to provide infrastructure in hopes of securing long term tenants for industrial and commercial commerce. The challenge of realistically determining the water demands for raw land with unknown customer type and demand values was overcome via logical analysis of the overall project site and evaluation of representative development options. The Dewberry team evaluated the overall parcels for each county, removed existing easement, considered environmental sensitive areas and subtracted from each parcel, estimated rights of way within the parcels for roads, then calculated and overall

“developable area”. That developable area was then reduced to account for stormwater areas and setbacks, etc. The final difference was the area available for building within the industrial sites. This area was then evaluated by likely customers prospect and typical water demand needs as well as applying some industry values and engineering judgement to determine the possible overall water demands for two large tracts of raw land within a rural area of Southeast North Carolina being proposed as industrial park.



## Challenge 2

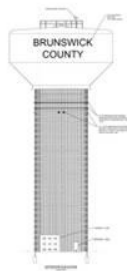
Detailed elevated tank selection.

### HOW IT WAS OVERCOME / MITIGATED BY THE TEAM

The challenge of detailed elevated storage tank selection is calculating the proper height (hydraulic grade) so that the tank can be used efficiently, (meaning emptying and filling appropriately) based upon system demands and other tanks and pump operations within the existing system. Too often you hear a system operator or utilities director laminating a tank in their system never fills completely or the tank stays full and never “rides on the system”. Selecting a tank height, volume and proper valving and piping to allow proper use while reducing the water age within the tank is key to proper tank design within an existing system. Additionally, the fact that the tank and improvements were proposed at the extremity of an expansive rural water system such as Brunswick County (the largest land county in NC) and connected to a much smaller rural Columbus County water network makes the challenge ever greater. Dewberry overcame the challenge via water system hydraulic testing of both systems, review of Operational Technology data that provides system pressures, run times and flowrates for key existing water facilities and hydraulic modeling incorporating the lower pressure Columbus County system interconnected with the Brunswick System. Several scenarios were considered with design details drafted on construction drawings for permitting and preparing for bidding.

#### ELEVATED STORAGE TANK PROJECT

- Recommendations from the PER
  - Elevated Storage Tank
    - Storage: 500,000 gallons
    - Low Water Elevation: 180.0'
    - Overflow Elevation: 215.0'
    - Head Range: 35'
    - Tank Diameter: 54'
    - Existing ground Elevation: 60'
    - Tank Height: 165'
  - New 16" WM, bored and jacked across US 74/76
  - New connection with Columbus County Water System



## Challenge 3

Multiple stakeholders.

### HOW IT WAS OVERCOME / MITIGATED BY THE TEAM

The challenge with multiple stakeholders is each one has their own agenda and goal and often these goals compete and conflict with each other. The owner of the land/project sites are private developers with their own engineers, while the owner of the tank and other necessary water and sewer facilities to






serve the land is Brunswick County for the ILM site. The owner for the water facilities on the MAP site is Columbus County while the owner for the sewer facilities on the MAP and ILM site is Brunswick County. Both Brunswick County and Columbus County have Economic Developers that have made commitments based upon economic forecast and desired growth. Columbus County submitted and received grant funding working with an engineer for water system upgrades yet asked Brunswick County to administer the upgrades since within the Brunswick County System. Moreover, Columbus County hired a separate engineer to evaluate and design water system upgrades to their system. Brunswick County hired Dewberry to analyze and design needed improvements to the Brunswick County water and sewer System. Additionally, the land owners are some of the most influential individuals in the Cape Fear Region. Dewberry overcame this challenge through intellectual honesty (being honest on what we know and don't know), being prepared with technical accuracy, providing timely factual information, and meeting deadlines with solid opinions of probable cost.

STAKEHOLDERS		
ROLE	ORGANIZATION	STAKEHOLDERS (PERSONS) INVOLVED
Economic Development	Brunswick and Columbus County	2
Private Land Developers	ILP and MAP Board of Directors	Several – but one significant
Private Land Developers Design Team	ILP and MAP Civil Engineer and Surveyors	2
Owner of Water System	Brunswick and Columbus County	2
Design of MAP Water Improvements	Columbus County Engineer	1
Design of outside MAP water improvements	Different Columbus County Engineer	1
Design for ILM and MAP water and sewer	Dewberry working for Brunswick County	1
<b>Total stakeholders involved</b>	<b>Approximately 10, plus their additional staff</b>	

# PROJECT MANAGEMENT

The key to Dewberry's approach to achieve cost-effective solutions and to meet project schedules is our ability to clearly define, at the outset of the project, the client's goals and objectives, project requirements, and individual and team responsibilities. We use several techniques for manpower loading, task planning, and milestone determination, typically generating a detailed project work schedule that allocates project resources, tracks costs, and manages the critical path schedule. We also develop a detailed project plan at the outset of every project to make sure that all team members are aware of the project scope, budget, schedule, and requirements.

On-call contracts, by their nature, involve multiple and diverse project assignments. Over the course of providing on-call consulting we've learned a few things about performing on-call work:

- 
**Ask and answer the critical questions up front. The most important questions are often, "What are we trying to accomplish and why?" By asking why, we focus our minds on helping the County develop higher-level solutions to problems that may not be initially obvious.**
- 
**Understand the decision making and approvals process to engage the right stakeholders at the right time, saving time and money.**
- 
**Execute work at the right levels within Dewberry, so that the majority of the budget is spent on production, not management activities.**
- 
**Assign personnel with the appropriate experience so that the project can be efficiently executed. Our staff learns and trains on our time, not yours!**
- 
**Be intellectually honest about our capabilities and engage specialty consultants when needed, or simply let the client know that a given task may be outside of our area of expertise. However, Dewberry has a deep bench of experts that are available to assist the County.**

Our contract manager, Matt West, will make sure we keep these lessons learned in the forefront as we work with you to deliver successful tasks.

Our team has been structured to provide Sampson County with the required capacity and expertise to execute the projects within this on-call contract. Matt will serve as your main point of contact and will work closely with the team to provide the right resources and high-quality service.

Principal-in-Charge and Quality Manager, Jeff Wing has the role of regularly meeting both with the local team and the national team of experts. Therefore, "if" the need arises, Matt can leverage Jeff's contacts with national experts to assist with funding, environmental, or design challenges.

Dewberry is primarily a full-service firm, however, for some projects it is beneficial for us to partner with subconsultants for expertise and to save the City money. We have included Skip Green and Associates, Three Oaks Engineering, and GMA on our team. We have successfully worked with these subconsultants in the past, allowing us to seamlessly collaborate on a project.

"I have personally worked with the personnel that currently work at Dewberry for over 10 years. I have found them to be responsive, professional, a pleasure to work with, budget and schedule conscientious, and they provide a quality product. We regularly utilize Dewberry for our civil engineering and surveying needs and recommend them for your projects as well."

— AARON BROWER, PE  
ASSISTANT DIRECTOR, RALEIGH WATER

# PROJECT PERMITTING

Our engineering team is well versed in obtaining numerous types of permits from different agencies. Dewberry has experience obtaining water permits, sewer permits, NCDOT permits, Sedimentation and Erosion Control permits, Division of Water Quality permits, Army Corps of Engineers (ACOE) permits, Federal Aviation Administration approvals as well as local planning and zoning approvals. In addition to developing and managing permit applications for clients, Dewberry also participates within industry groups to help shape responses to proposed rule changes and directives.

The Dewberry team is extremely familiar with Sampson County project types, needs and future growth. We work closely with your public works department, economic development department and other departments providing assistance in several capacities. Our timeline chart below is indicative of the types of permits and approvals that will be

required for the types of projects that will ensue following allocation of allotted funding. Therefore, this is not a comprehensive list of every permit that Dewberry has secured for our clients over the past decade. The majority of the Sampson County Water System's upcoming projects will be Division of Water Infrastructure fund administered projects.

We work diligently for Sampson County to avoid permits, where possible, to expedite the schedule and reduce overall project cost. For example, during the recent Sampson to Johnson County Interconnect Phase 2 project, we reduced the overall easement size and land disturbance/impact to avoid exceeding the threshold/criteria, therefore avoiding an ACOE Wetland Impact Permit. This type of thinking is standard operating procedure for our team and a benefit to Sampson County. Dewberry has not had a project delayed nor canceled due to unsuccessful permitting within Sampson County and none in the last decade under Matt's leadership.

TIMELINES				
TASK / PERMIT TYPE	PRELIMINARY ENGINEERING REPORT	NOTES	TYPICAL REVIEW/APPROVAL TIMELINE (assumes one response to comment cycle)	FINAL FUNDING AGENCY APPROVAL
Division of Water Infrastructure Approval	4-8 WEEKS	PER approval required prior to undertaking final design.		8-12 WEEKS
Public Water Supply Approval (Wells and Distribution)		Public Water Supply approval for Groundwater Supply and Distribution Improvements anticipated	6-9 WEEKS <i>including comment and revision time</i>	After final agency approval, the project is ready for bid
NCDOT Encroachment		16.1 for Rural Roads	3-6 WEEKS <i>at district office level</i>	
		16.2 for Controlled Access	8-12 WEEKS <i>at central office level</i>	
ACOE / NC DWQ 401/404 Permit		Avoid via proper identification of wetlands and either Directional drilling to avoid impact or via minimizing land clearing (>0.1 acre) below the threshold	8-12 WEEKS	
NC DEQ Sedimentation and Erosion Controls		Required if disturbing more than 1.0 acre	4-6 WEEKS	
Sampson County Planning and Zoning		Buildings and structures associated with water infrastructure projects	3-4 WEEKS	

\*Dewberry is the prime engineer on all permits for this contract with Ground Water Management Associates (GMA) our dedicated subconsultant as related to ground water supply permitting.

# PROPERTY AND EASEMENT ACQUISITION APPROACH

Dewberry utilizes a team of accomplished professionals with over 50 years of combined experience in varying areas of real estate to bring unique perspectives and thought processes to ROW acquisition. From commercial real estate and development to wireless telecommunications, timber and previous ROW experience, Dewberry specialists utilize their experiences to successfully complete projects quickly. We focus on providing a high level of customer service to all parties and perform our duties with a sense of urgency that allows us to meet and exceed customer expectations.

The process starts with a thorough review of the project. We research property history through deed and title research. We determine ownership and analyze property values as well as issues or concerns that can impact the progression of the project. Additionally, we review the site plan to determine the area of disturbance and develop a familiarity with the work being performed. Depending upon the specified process, we will acquire a Basic Appraisal Report for properties valued at less than \$10,000.00. If the valuation is in excess of that amount, a full appraisal will be obtained.

Using multiple forms of communication including telephone calls and letters, we contact the landowners to inform them of the project. Though these forms are used for initial contact, the ability and willingness to get in the field and “knock on doors” is key to expediting the process. To be successful in ROW, personal interaction and relationship building is instrumental for meeting deadlines and timelines.

Upon successful negotiation of the document, we offer field-based notarization of all documents. This allows us to shorten the time to recordation and provides one more personal interaction with the customer which provides a more thorough understanding and comfort level with the overall project. This relationship can also be leveraged to acquire information on other properties not yet finalized.

Upon execution, we review all documents for accuracy and confirm concurrency with title review. Upon confirmation, we can offer recordation services as well as finalizing packaging for delivery to the client.

This process was recently utilized on a 16 parcel water line project in New Kent County, VA, which was successfully completed within the time budgeted for acquisition. Upon completion we received the following feedback:

“Dewberry provided turn-key plat preparation & acquisition services that:

- Met the project budget and schedule,
- Managed unique negotiations, and
- Provided fair and friendly settlements for the County and the property owners.”

— MIKE LANG, ASSISTANT DIRECTOR OF PUBLIC UTILITIES

NEW KENT COUNTY, VA



# CONSTRUCTION ADMIN. / FUNDING

## Construction Administration

We will use our in-house team to provide construction administration services for these projects, as needed. Our goal is to be an asset to the County during the pre-bid, advertisement, and award, as well as throughout construction administration. We will:

- Assist with preparation and distribution of bid documents
- Develop and distribute of any needed addenda
- Respond to requests for information from potential bidders
- Attend pre-bid conference and bid opening
- Review bids
- Make a recommendation for award to the department
- Conduct site inspections and observations

We will provide all documentation, meet with all parties involved, and communicate schedule and budget constraints so all parties have a full understanding of the scope of the project.

**Our team knows the ins and outs of the procurement process specific to the County, therefore, we will partner with you to provide leadership and recommendations throughout this phase.**

## North Carolina SRF Grant and Loan Experience

Dewberry has applied for and administrated five SRF projects in the last five years. We know the processes and procedures to follow when working on a SRF funded project and other federally backed finding. Dewberry will work to meet all deadlines and requirements dictated by the funding agencies. The below examples show the project name and the amount of funding secured.

- Sampson County to Johnston County Interconnect Phase 1 - \$415,000
- Sampson County to Johnston County Interconnect Phase 2 - \$3,148,000
- Fe/Mn Treatment Systems, Sampson County, NC - \$2,234,000
- I-40/NC 403 Water Main and Tank, Sampson County, NC - \$3,534,000
- Asbestos Cement Water Main Replacement, Henderson, NC - \$1,700,000
- WWTP Equalization Pump Station and Tank, Oxford, NC - \$2,200,000

## Federal and State Funding Experience

We understand that our clients routinely rely on their consultant to apply for and expect their consultants to administer several types of grants/loans such as SRF and CDBG, if requested, Dewberry is available to assist with discussions about additional funding for Sampson County. For example, Dewberry has national experts that track the Infrastructure funding bill and provide updates to the our team leads. In addition, over the past four decades, Dewberry has developed a healthy portfolio of projects funded by multiple agencies. As a result, we are thoroughly familiar with each of these agencies' requirements and reporting expectations.

Additionally, we have the expertise required with Davis Bacon regulations, American Iron Steel, and other pertinent federal guidelines from a history of successful project implementation. Dewberry is attuned to preparing the specifications to meet these guidelines and we collaborate with the contractors to confirm all boxes are checked during construction.

Dewberry aims to be an extension of the County's staff, if the project warrants, we can assist on existing projects or discuss funding strategies for future projects. While Dewberry will provide all engineering capabilities in-house, we have included Skip Green and Associates who is a local expert in Golden Leaf, NC Commerce, CDBG, IDF, EDA, and many other funding agencies to be partner in identify the appropriate funding for projects. and Economic Development Administration (EDA) applications and funding strategies, and a long-term partner to Dewberry.

# WHY DEWBERRY SHOULD BE SELECTED



**DEDICATED CONTRACT MANAGER.** Matt West has been working with Sampson County for over 15 years. He and the rest of the Dewberry team have a thorough understanding of your processes and expectations, and can immediately dive in to any task order under this contract. Matt is dedicated to Sampson County and will continue to prioritize your projects.



**FULL-SERVICE, IN-HOUSE OFFERINGS.** Dewberry has vast and versatile resources to provide the County the services needed to complete the scope of services that are outlined in this RFQ. We have a deep bench of local experts, as well as local support services with a wide range of expertise. Depending on the needs of the project, our local team has access to national experts. Dewberry has made investments in sophisticated software and equipment that are cost prohibitive for smaller consultants. You can be confident that our team is at the cutting edge of technology and government policy. The key goal of our team is to provide timely and cost-effective solutions. In addition, our hydrogeological teaming partner, GMA, provides unparalleled expertise in the understanding of groundwater in Sampson County.



**FUNDING EXPERTISE.** Dewberry has developed a healthy portfolio of projects funded by multiple agencies, and as result, we thoroughly understand each of these agencies' requirements and reporting expectations. To supplement our funding experience, we have included Skip Green and Associates on the team, who is a long-term partner to Dewberry, as well as Sampson County. Skip's experience will allow us to connect the county with the most appropriate funding agency. With the ever-changing funding/grant programs and environmental regulations, our team of experts will be prepared for any project needs.

Dewberry has completed **more than**

**34** WATER INFRASTRUCTURE PROJECTS IN EASTERN NC WITHIN THE LAST 10 YEARS

INCLUDING

**23** LOCAL PROJECTS IN SAMPSON COUNTY

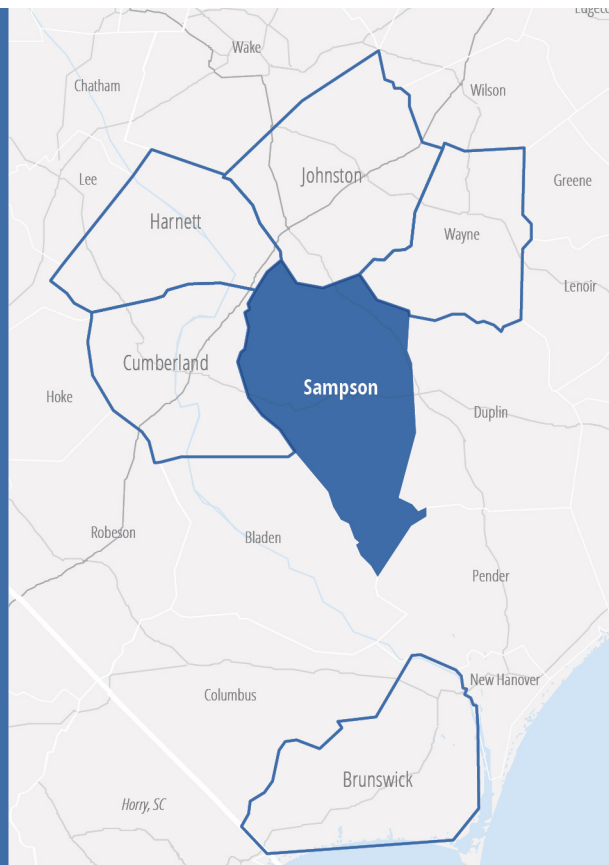
**4** Projects in Cumberland County

**3** Projects in Harnett County

**2** Projects in Brunswick County

**2** Projects in Johnston County

**1** Project in Wayne County

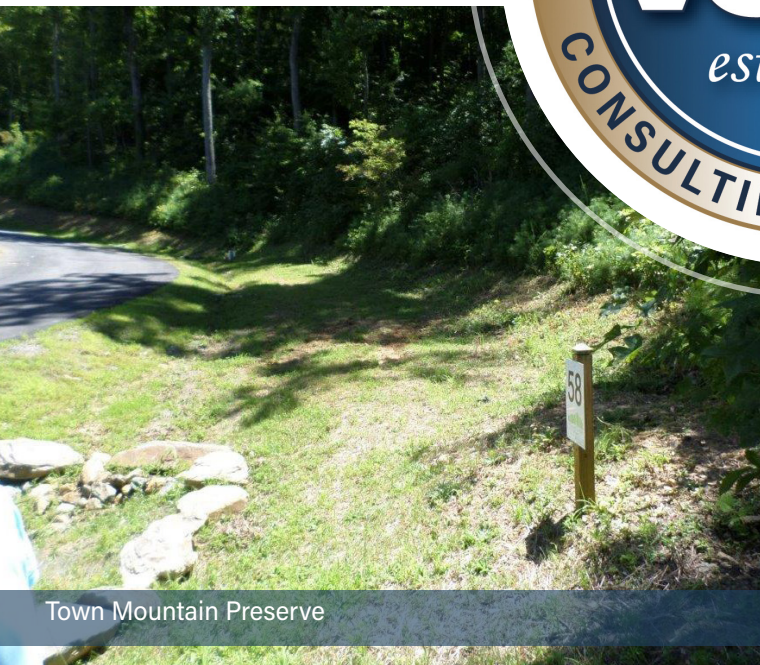




Boone Heights Water Storage Tank



Town of St. George Water Tower



Town Mountain Preserve



VA Ave. Bill Adams Lift Station

## ENGINEERING SERVICES CONTRACT FOR SAMPSON COUNTY WATER INFRASTRUCTURE PROJECTS

January 21, 2022

Electronic Copy

Connecting People and Communities

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## Firm Overview

Vaughn & Melton Consulting Engineers (V&M) has a rich history and deep roots in over 100 communities we serve. In the past eight years, we have completed more than 190 water resource projects, 2009 surveying projects, 269 Subsurface Utility Engineering (SUE) projects, designed 801 transportation-related projects, designed, or inspected 320 bridges, inspected 272 construction projects, and designed over 541 commercial, industrial, and residential site development projects. The common denominator in each of our projects is simple – our people.

Among V&M's services, we have the expertise to provide the following to Sampson County:

- Planning
- Surveying
- Geotechnical
- Civil Engineering
- Hydraulic Engineering
- Utility Design
- Structural Design Related to Water Infrastructure
- Public Outreach/Community Workshops
- Utility Coordination (NCDOT, Municipalities, and Adjoining Counties)
- Permitting
- Easement Acquisition
- Cost Estimating
- Bidding Assistance and Bid Documents
- Construction Administration and Observation
- As-Built Documents

## Lead Contact Person

We encourage you to reach out to either of the following lead points-of-contact:

Barry Moose, PE  
Principal-in-Charge  
E: bsmoose@vaughnmelton.com

Dean Helstrom, PE  
Project Manager  
E: dwhelstrom@VaughnMelton.com

## Project Team Description

V&M (NC Firm License #F-1088) will complete this project with the assistance of their subcontractors, Johnson, Mirmiran & Thompson, Inc. (JMT / NC Firm License #C-3097) for structural and electrical engineering, and planning assistance; and Froehling & Robertson, Inc. (F&R / NC Firm License #F-0266) for geotechnical services. Our team is depicted in the Organizational Chart on the next page, with details regarding our key staff found in the Individual Qualifications and Experience section.

## Diversity Approach

It is the policy of V&M to promote diversity and equal opportunity on every project that we are performing services as a prime consultant. With our beginnings as a small business ourselves, we know and understand the importance of encouraging every practicable opportunity for minority, women, and small business participation in contracts awarded.

We will ensure that equitable opportunity is provided to these businesses if we are selected. V&M will provide the maximum opportunity for participation of all minority, women, and small business. We are completely committed to achieving not just a numeric number, but the underlying intent to build the local workforce and provide opportunity to historically disadvantaged businesses. As such, we are including on our team Froehling & Robertson as a sub-consultant to provide all geotechnical engineering services needed for this opportunity. They are a minority owned business and certified as a HUB by the State of North Carolina and numerous municipalities.

## Federal and State Funding Experience

Many essential infrastructure projects develop into multi-phase projects, requiring multiple funding sources, many of which combine state and local funds with Federally-funded programs. Our Water Wastewater Team has extensive experience in the management of both Federal and State Grant Resources, including the following:

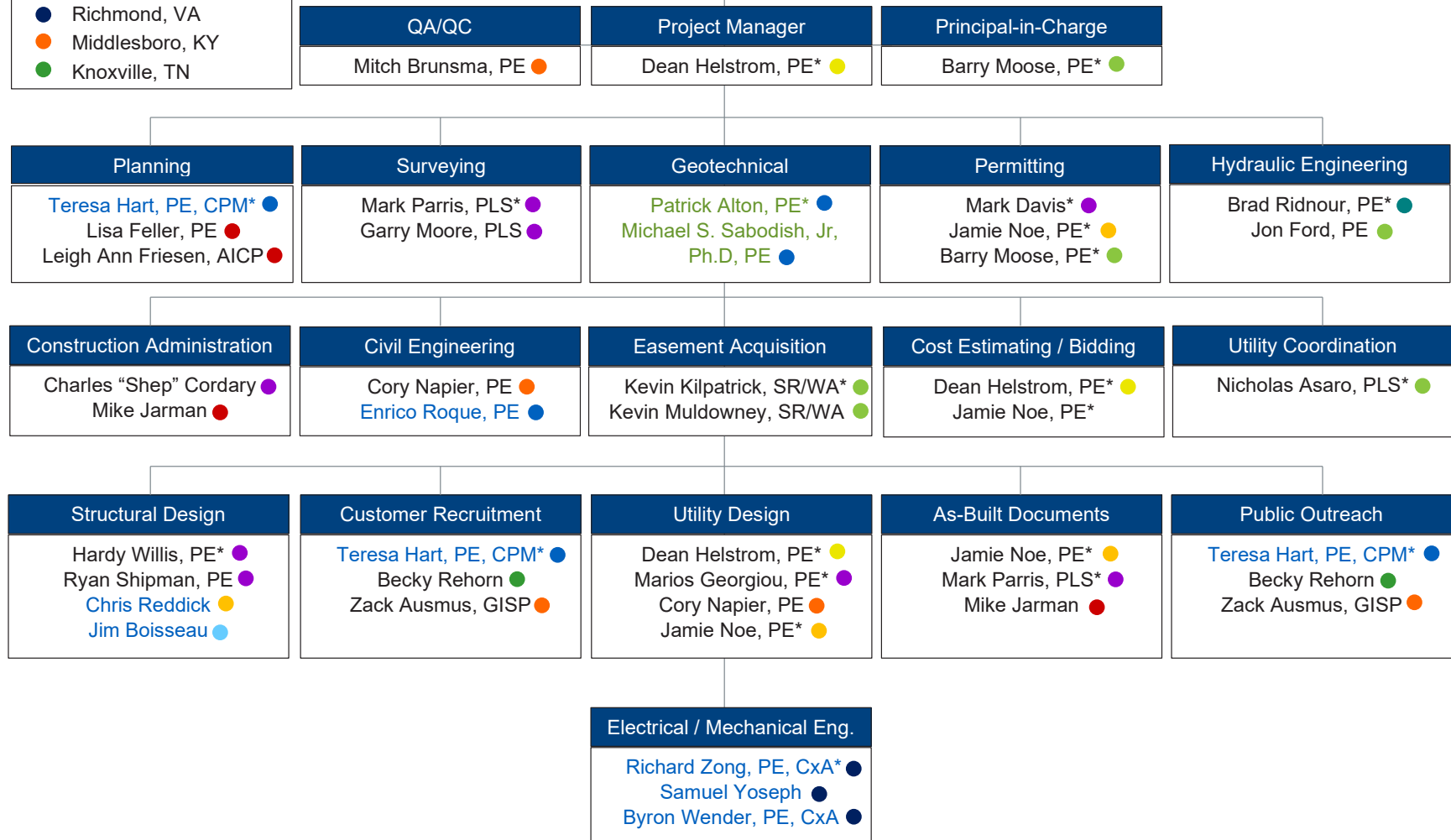
- Community Development Block Grant Programs
- Appalachian Regional Commission
- U.S. Environmental Protection Agency
- U.S. Department of Agriculture- Rural Development
- State Revolving Loan Programs (Drinking Water)
- Economic Development Administration
- Department of Transportation
- U.S. Department of Defense

Each of the above funding programs requires diligence, dedication, and documentation in order to adhere to their funding requirements and V&M takes ownership of these requirements on behalf of the Owner. Today we have managed millions of dollars grant funding for clients through our past work experience and are currently managing millions of dollars in active projects. It is our understanding that the funds for this RFQ will be managed by the NC DEQ Division of Water Infrastructure.



- Locations
- Raleigh, NC
  - Charlotte, NC
  - Asheville, NC
  - New Bern, NC
  - Charleston, SC
  - Johnson City, TN
  - Lexington, KY
  - Hunt Valley, MD
  - Richmond, VA
  - Middlesboro, KY
  - Knoxville, TN

- Key
- Vaughn & Melton - Black
  - Johnson, Mirmiran & Thompson - Blue
  - Froeling & Robertson - Green
  - \* denotes key staff





**U-5713 / R-5777 James City Wet Utility Design, CRAVEN COUNTY, NC**

Vaughn & Melton was part of the successful Design-Build team for NCDOT U-5713/R-5777 A&B in James City in Craven County, North Carolina. V&M was responsible for the design of the relocation of the wet utilities within the 4.5-mile project corridor.

**Key Design Challenges and Solutions:** The project was complicated by having multiple dry utilities along with multiple wet utility waterlines on both sides of the project corridor. V&M was required to design around existing and proposed dry and wet utilities and stormwater improvements in the project corridor. COVID-19 provided a challenge in this project with as in person meetings were not allowed during critical design periods. We were able to use Microsoft Teams and conference calls to overcome this obstacle.

Vaughn & Melton was tasked with the relocations of the Craven County water lines and City of New Bern water and sewer lines within the project limits. V&M met with staff from Craven County and City of New Bern with the goal to meet and/or exceed their current design standards. V&M developed preliminary water and sewer relocation plans that were reviewed and approved by both utility owners. After preliminary plans were approved, V&M went into plan & profile production to identify any vertical or horizontal conflicts with other utilities. After the final plans were approved, V&M produced RFC plans & Special Provisions for construction and permitting of approximately

V&M worked with two municipal water systems for Craven County, one for distribution and one for transmission. New Bern had a transmission water line and one sewer system that provided three separate sewer conveyance systems: gravity sewer, a low-pressure Septic Tank Effluent Pump (STEP) system, and high-pressure force mains system. V&M was able to stay on track with the design timeline by engaging with the utility owners both in person and virtually during the COVID-19 pandemic to exceed the needs of New Bern and Craven County.

Designed improvements included 81,600 LF of 6-inch to 12-inch waterline, 49,935 lineal feet of low- pressure and high-pressure sewer force main, 109 gate & butterfly valves ranging from 2 to 16-inch, abandonment of 97,020 lineal feet of 4 to 16-inch utility pipe, 3,165 lineal feet of 8 to 30-inch steel encasement pipe installed via open trench or bore & jack and 5,512 LF of directional drill pipe ranging from 3 to 16-inch.

**Public Agencies that Reviewed Project:** City of New Bern, Craven County, NCDEQ Division of Water Resources: Wastewater Collection System Extension Permit (Force Main Upsizing) and Application for Approval of Engineering Plans & Specifications for Water Supply Systems.

**Project Goals and How Achieved:** Develop plans and specifications for the relocation of Craven County water lines and New Bern water and sewer lines within the project limits for the Design Build Team. We met the project goals of delivering plans and specification for Design Build Team by having design meetings, listening to stakeholders and communicating with project stakeholders any updates to the design for the improvements to their water distribution & wastewater conveyance systems.

Construction Administration	Permitting	Planning & Feasibility Studies	Federal and State Funding
	X	X	

**Owner | Client:** Craven County, NC | J. Elliot Thomas & Al Gerard | 252-636-6615 or Jordan Hughes, P.E. City Engineer | 252-639-7527

**Cost:** \$203,300,000 (wet utility costs included)

**Key Staff:** Dean Helstrom, PE (Johnson City, TN); Jamie Noe, PE (Charleston, SC); Matt Davis, EIT (Knoxville, TN)

**Professional Services:** 2018-2022

**Change Order Totals:** \$0

**TWSA Little Savannah W/S Improvements, SYLVA, NC**

V&M was tasked with obtaining permitting from the Army Corp of Engineers to cross Cullowhee Creek (Trout Stream). The project consisted of installing 525 LF of 16" sanitary sewer line via open trench construction method and replacing approximately 970 LF of 8" VCP with 12" HDPE via pipe-bursting construction method and 170 LF of 12" sanitary sewer. In order to install the sanitary sewer under NC 107 we were required to bore and jack a 36" steel encasement pipe under NC 107 for a new 16" sanitary sewer line. The water system improvements included the installation of approximately 2,200 LF of 6" to 10" water line along with hydrants, valves and reconnecting services.

**Key Design Challenges and Solutions:** The challenge we faced in designing a way to install a new 16-inch gravity line so that the top of pipe would be no higher than the existing stream bed i.e. no higher than the existing gravity sewer line encased in steel pipe crossing Cullowhee Creek. We were able to design the project with a 16-inch HDPE pipe pulled inside a 20-inch steel carrier pipe. This provided the needed capacity and rigidity with potential hazards rocks hitting the top of steel casing pipe.

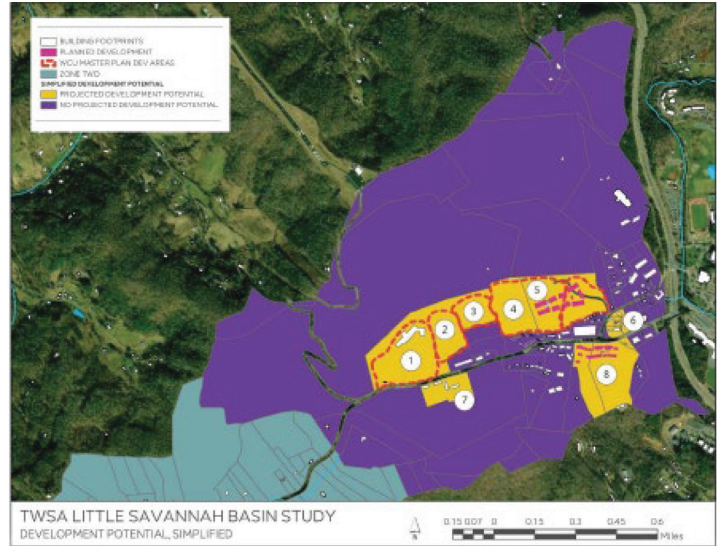


Figure 4.1. Little Savannah Development Areas. Source: Friction Shift Little Savannah Feasibility Study

**Public Agencies that Reviewed Project:** Tuckaseegee Water & Sewer Authority, NCDEQ Division of Water Resources: Wastewater Collection System Extension Permit (Sewer Main Upsizing) and Application for Approval of Engineering Plans & Specifications for Water Supply Systems.

**Project Goals and How Achieved:** Worked with Tuckaseegee Water & Sewer Authority to improve fire flow in this area as Western Carolina University had private investments to provide house to students. This project increased the water and sewer lines in this area in order to provide needed fire flow and sewer capacity needs.

Construction Administration	Permitting	Planning & Feasibility Studies	Federal and State Funding
X	X	X	X

**Owner | Client:** Tuckaseegee Water & Sewer Authority | Daniel Manning | 828-586-5189

**Cost:** \$1,092,654

**Key Staff:** Dean Helstrom, PE (Johnson City, TN); Jamie Noe, PE (Charleston, SC); Matt Davis, EIT (Knoxville, TN)

**Change Order Totals:** -\$39,869

**Dates:** 2018-2021





**I-4400 C/I-26 Rest Area Water & Sewer**, NCDOT REST AREA GROUP AND CITY OF HENDERSONVILLE, NC

Vaughn & Melton designed the Water & Sewer Improvements to the east bound and west bound Rest Areas on I-26 near the Asheville, NC Regional Airport as part of the widening of I-26 for the NCDOT I-4400C project. The proposed project design included an extension of the existing public water distribution system owned and maintained by the City of Hendersonville. The existing water system is located on Fanning Bridge Road east of Wildwood Circle. The design of the public portion of the project included an 8-inch wet tap of the existing 8-inch water main located on FBR, 35 LF of bore & jack of 16- inch steel casing under FBR, 200 LF of 8-inch water line, connection to existing line on Wildwood Circle and 4-inch flow meter and 8-inch backflow preventor. The private portion of the design project begins on the back side of the 8-inch above-ground back flow preventor. The project included 1,141 LF of 8-inch water line installed on the east side of I-26 within the I-26 ROW. We connected the east bound Rest Area of I-26 by installing a 200 LF Bore & Jack 20-inch steel casing under I-26 at the north end of the WB Rest Area. The design also included water model, air release manholes, 8-inch water line, hydrant leg and sewer improvements that connected to the Buncombe County MSD sewer conveyance system.

**Key Design Challenges and Solutions:** After design plans had been finished, the City of Asheville notified V&M and NCDOT Rest Area Team that Asheville would require a deeded easement for the installation of back flow preventers and master water meter within NCDOT controlled ROW. This presented a challenge as these devices were located in NCDOT owned right-of-way for the sole purpose of providing water to the NCDOT owned and operated new Rest Areas. NCDOT was not able to provide the required easements or willing to obtain additional property for Asheville’s requirements. At this point we reached out to the City of Hendersonville after it was determined that they had a water line in close proximity to the proposed project. Hendersonville agreed to providing water to NCDOT Rest Areas without requirements of easements or additional property. V&M made the necessary revisions to the plans and now rest areas are getting water from the City of Hendersonville.

**Public Agencies that Reviewed Project:** City of Hendersonville, Buncombe County MSD, NCDEQ Division of Water Resources Application for Approval of Engineering Plans & Specifications for Water Supply Systems.

**Project Goals and How Achieved:** We met the project goals of delivering plans and specification for NCDOT by having design meetings, listening to stakeholders and communicating with project stakeholders any updates to the design for the improvements to their water distribution & wastewater conveyance systems.

Construction Administration	Permitting	Planning & Feasibility Studies	Federal and State Funding
X	X	X	X

**Owner | Client:** NCDOT | Mark T. Gibbs, PE, Division 13 Engineer | 828-250-3000; NCDOT | Brian Burch, PE, Division 14 Engineer | 828-586-2141

**Key Staff:** Dean Helstrom, PE (Johnson City, TN); Jamie Noe, PE (Charleston, SC); Matt Davis, EIT (Knoxville, TN)

**Cost:** \$271,226,965 (wet utility costs included)

**Change Order Totals:** None for water & sewer

**Dates:** 2014-Ongoing

**I-4400 BB Water & Sewer, BUNCOMBE & HENDERSON COUNTIES, NC**

V&M provided sanitary sewer and water main relocation design services necessary for the widening of I-26 from 0.5 mile south of U.S. 25 (Hendersonville Road/Asheville Highway) to 0.3 mile south of NC 280 (Airport Road).

V&M designed water and sewer replacement for the City of Hendersonville as part of the I-4400BB project. This included relocation of over 4,800 LF of 8 to 20-inch water line, and 3,600 LF sewer line, 23 new four-foot or five-foot diameter manholes, 740 LF of 16 to 54-inch steel encasement pipe via Bore & Jack method, 440 LF of 20- inch water line along with reconnection of all water and sewer services.

**Key Design Challenges and Solutions:** Working around existing and proposed drainage improvements along with existing and proposed dry utility lines (communication, electric, fiber optics and gas etc.) within a tight right of way (ROW) corridor presents many challenges when trying to install wet utility lines (water & sewer). We met with the project stakeholders and listened to their concerns, from these meeting we developed a plan & specification that we were able to avoid conflicts with existing and proposed dry utilities lines.

**Public Agencies that Reviewed Project:** City of Hendersonville, Buncombe County MSD, NCDEQ Division of Water Resources Application for Approval of Engineering Plans & Specifications for Water Supply Systems.

**Project Goals and How Achieved:** We met the project goals of delivering plans and specification for NCDOT by having design meetings, listening to stakeholders and communicating with project stakeholders any updates to the design for the improvements to their water distribution & wastewater conveyance systems.



Construction Administration	Permitting	Planning & Feasibility Studies	Federal and State Funding
	X	X	

**Owner | Client:** NCDOT | Mark T. Gibbs, PE, Division 13 Engineer | 828-250-3000; NCDOT | Brian Burch, PE, Division 14 Engineer | 828-586-2141

**Key Staff:** Dean Helstrom, PE (Johnson City, TN); Jamie Noe, PE (Charleston, SC); Matt Davis, EIT (Knoxville, TN)

**Cost:** \$271,226,965 (wet utility costs included)

**Change Order Totals:** None for water & sewer

**Dates:** 2014-Ongoing



**U-2519 AA&AB D-B: Future I-295, CUMBERLAND & ROBESON**

Vaughn & Melton was part of the winning Design-Build team for the NCDOT U-2519 AA & AB (Future I-295 Outer Loop) project located in Cumberland and Robeson Counties in North Carolina. Vaughn & Melton’s responsibilities for the DB Team were ROW acquisition along with wet utility relocations for the project.

Vaughn & Melton was tasked with the relocations of the Fayetteville Public Works Commission (Fayetteville PWC) water lines and Robeson County Water Department water line within the project limits. V&M met with staff from Fayetteville PWC and Robeson County with the goal to meet and/or exceed their current design standards. V&M developed preliminary water relocation plans that were reviewed and approved by both utility owners. After preliminary plans were approved, V&M went into plan & profile production to identify any vertical or horizontal conflicts with other utilities. After the final plans were approved, V&M produced RFC plans & Special Provisions for construction and permitting of approximately 17,200 linear feet of 6-inch and 8-inch waterline along with gate valves, tapping sleeves, water meters, fire hydrants and 1,700 linear feet of 16-inch and 48-inch steel encasement pipe.

**Key Design Challenges and Solutions:** Working around existing and proposed drainage improvements along with existing and proposed dry utility lines (communication, electric, fiber optics and gas etc.) within a tight right of way (ROW) corridor presents many challenges when trying to install wet utility lines (water & sewer). We met with the project stakeholders and listened to their concerns, from these meeting we developed a plan & specification that we were able to avoid conflicts with existing and proposed dry utilities lines.

**Public Agencies that Reviewed Project:** Fayetteville Public Works Commission (Fayetteville PWC), Robeson County Water Department, NCDEQ Division of Water Resources Application for Approval of Engineering Plans & Specifications for Water Supply Systems.

**Project Goals and How Achieved:** We met the project goals of delivering plans and specification for Design Build Team by having design meetings, listening to stakeholders, and communicating with all project stakeholders any updates to the design for the improvements to their water distribution systems.

Construction Administration	Permitting	Planning & Feasibility Studies	Federal and State Funding
	X	X	X

**Owner | Client:** NCDOT | Rusty Marsh, PE, Division 6 Construction Engineer | 910-364-0600; NCDOT | Michael Penney, PE, NCDOT Design Build Project Engineer | 919-707-6619; Utility Owner: Fayetteville PWC - Robeson County

**Cost:** \$129,749,000 (wet utility costs included)

**Key Staff:** Dean Helstrom, PE (Johnson City, TN); Jamie Noe, PE (Charleston, SC); Matt Davis, EIT (Knoxville, TN)

**Change Order Totals:** None for water & sewer

**Dates:** Construction Ongoing

**Water System Improvements and Upgrades, ST. GEORGE, SC**

Vaughn & Melton has helped to secure USDA Rural Development funding in the amount of approximately eight million dollars for various water system improvements in the Town of St. George, SC. The project included replacing approximately 27,000 linear feet of waterlines, 500 water meter replacements, improvements to the water treatment and well houses, addition of instrumentation and SCADA, and last but not least, construction and improvements to the water department building and support facilities.

**Services provided included:** Funding application, Preliminary Engineering Report, Environmental Report, Design Services (including civil, surveying, unit operations, structural, MEP, and architectural). The project has been approved by the SCDHEC and awaits clearance for bidding. Construction administration services are also included in the scope of service and will be provided upon award of the project.

Our responsibilities, thus far, for this project came in on time and on budget.

**Key Design Challenges and Solutions:** Our greatest design challenge for this project was avoiding other utilities. Between our preliminary layout and final design, a privately owned telecom company installed fiber optic cable throughout the Town. In most areas, this created no conflict. However, there were a few areas that required we move the waterline closer to the ROW or nearer the edge of pavement than we had initially hoped. For more information regarding the key design challenges and solutions, please see project 1 of the Project Issues section on page 18.

**Public Agencies that Reviewed Project:** South Carolina Department of Health and Environmental Control, South Carolina Department of Transportation, United States Department of Agriculture – Rural Development

**Project Goals and How Achieved:** We met the goals of developing plans and specifications, submitting for agency approvals, and advertising projects for bid. For Phase 1 and 2, since we did not receive bids, we are still working to achieve the ultimate goal of completing construction. Therefore, we are reevaluating and preparing to rebid the projects. For Phase 3, we received competitive bids and awarded the contract for construction.



Construction Administration	Permitting	Planning & Feasibility Studies	Federal and State Funding
X	X	X	X

**Owner | Client:** Town of St. George | Dion Straub, Water Superintendent | 843-563-7112

Cost: \$7,000,000

**Key Staff:** Jamie Noe, PE (Charleston, SC); Marios Georgiou, PE (Asheville, NC)

**Change Order Totals:** None to Date

**Dates:** Ongoing

**Kentucky and Virginia Avenue CSS Projects, PINEVILLE, KY**

The City of Pineville is one of four cities in the Commonwealth of Kentucky with an existing combined sanitary/storm sewer (CSS) system. In this collection system, sanitary sewage and stormwater enter the same underground pipe network. During low flow, all this water and waste runs to the City’s wastewater treatment plant. However, during periods of high flow, a portion of the water bypasses the existing pumping stations, thereby dumping raw sewage into the Cumberland River.

In 2008, the City of Pineville entered into a consent judgment with the Environmental Protection Agency (EPA) and the Commonwealth of Kentucky. This consent judgment laid the groundwork for the separation of the sanitary and storm sewer within the City. The first step in this process was to separate the sewers along Kentucky and Virginia Avenues. Vaughn & Melton was awarded the \$2.2 million Kentucky Avenue project in early 2009, and construction was completed in 2010.



In 2011, the City began preparations for the next phase of CSS separation along Virginia Avenue. Due to the magnitude of the project’s cost, it was decided that a phased approach to the Virginia Avenue separation would be needed. The first phase was the area from the north end of Virginia Avenue to its intersection with Holly Street, Bill Adams Drive, and the entire length of Holly Street. Vaughn & Melton

provided engineering design, construction administration, and construction inspection for the \$2.5 million project. The project included approximately 2,700 feet of gravity sewer lines, 1,000 feet of storm sewer lines, two new sewage lift stations, 3,100 feet of new force mains, a force main bore under the Cumberland River, and over 2,000 feet of roadway improvements including widening and new sidewalks. The project was funded by KIA, CDBG, and ARC and was completed in 2016. The second phase is ongoing and funded by CDBG, ARC and local funds. The third phase has been designed and is under construction, funded by CDBG, ARC and local funds for \$3.3M.

**Key Design Challenges and Solutions:** Working around existing and proposed drainage improvements along with existing and proposed dry utility lines (communication, electric, fiber optics and gas etc.) within a tight right of way (ROW) corridor presents many challenges when trying to install wet utility lines (water & sewer). We met with the project stakeholders and listened to their concerns, from these meeting we developed a plan & specification that we were able to avoid conflicts with existing and proposed dry utilities lines.

**Public Agencies that Reviewed Project:** Kentucky Division of Water

**Project Goals and How Achieved:** We met the project goals of delivering plans and specifications for the Client by having design meetings, listening to stakeholders and communicating with all project stakeholders any updates to the design for the improvements to their water distribution system.

Construction Administration	Permitting	Planning & Feasibility Studies	Federal and State Funding
X	X	X	X

**Owner | Client:** Pineville Utilities Commission | Robert Roan, PE | 606-337-6611

**Cost:** \$8,100,000

**Key Staff:** Mitch Brunisma, PE (Middlesboro, KY)

**Change Order Totals:** None to date

**Phase I Dates:** 2016; **Phases II & III:** Ongoing

**Boone Heights Water Storage Tank Replacements, KNOX COUNTY, KY**

Vaughn & Melton is providing engineering services, including construction administration and CEI, for construction of a new 1-million-gallon water storage tank. Two fifty-year-old tanks containing lead-based paint will be dismantled and removed in an environmentally responsible manner.

The project is funded through the Appalachian Regional Commission with USDA Rural Development grant funds. The overall goal is to develop and enhance Appalachia’s infrastructure to improve economic competitiveness.

Tank replacement adds a long-term component to the water system, reduces maintenance costs, and provides customers with a reliable source of water without rate increases. The existing raw water intake pumps and raw waterline were upgraded in 2014. The Barbourville Utility Commission serves 6,100 customers.

**Key Design Challenges and Solutions:** Needed to keep existing 6-inch water line in service until the new 10-inch water line went into service. Contractor installed the new 10-inch water line, completed required testing, reconnected services to new water line prior to abandonment of 6-inch water line.



**Public Agencies that Reviewed Project:** Kentucky Division of Water

**Project Goals and How Achieved:** We met the project goals of delivering plans and specifications for the Client by having design meetings, listening to stakeholders and communicating with all project stakeholders any updates to the design for the improvements to their water distribution system.

Construction Administration	Permitting	Planning & Feasibility Studies	Federal and State Funding
X	X	X	X

**Owner | Client:** Barbourville Utility Commission | Josh Callihan, PE | 606-546-3187

**Cost:** \$745,498

**Key Staff:** Mitch Brunsma, PE (Middlesboro, KY)

**Change Order Totals:** \$39,639

**Dates:** 2016 to 2019



**Powell Valley Water Storage Tank, HARROGATE, TN**

Claiborne County has experienced steady population growth over the last several decades, particularly in the northern part of the County around Harrogate. A large portion of this growth can be attributed to the significant growth of Lincoln Memorial University, which continues to expand their campus and educational opportunities. With this growth comes the need for a safe and dependable drinking water source. Arthur-Shawnee Utility District has attempted to meet these needs with continued extension of their potable water treatment/distribution system. However, as the system has been extended, the need for additional remote storage facilities has also become apparent. Without adjacent storage facilities, remote portions of the service area begin to experience hydraulic deficiencies and numerous service interruptions when maintenance and repairs are required. Within the ASUD service area, the Powell Valley/Speedwell area is currently experiencing these issues. This portion of the ASUD system currently serves around 600 customers, including 2 public schools. With the existing infrastructure, a line break on the main 10" transmission line requires a complete service interruption to the entire pressure zone. Depending on the severity of the repair, this can require dismissal of school due to lack of water supply. In fact, during the 2017/2018 school calendar year, classes were cancelled or dismissed multiple times due to water supply interruptions. This is unacceptable and entirely avoidable without some additions/improvements to the existing water transmission/distribution system.

Vaughn & Melton is providing engineering services, including construction administration and CEI, for construction of a new 400,000-gallon ground storage facility. Work will include approximately 7,500 feet of 10" PVC waterline to serve the new tank, associated valves, connection to the existing 10" PVC waterline located along Town Creek Road/Old Highway 63, and modifications to the existing Arthur PRV Station.

The project is funded through the Appalachian Regional Commission in conjunction with State of Tennessee State Revolving Funds. The overall goal is to develop and enhance Appalachia's infrastructure to improve economic competitiveness.

Tank replacement adds a more reliable water supply to approximately 600 residences and businesses, and two public schools. The reliability would be increased by providing a localized water storage facility that could supply the Powell Valley/Speedwell portion of the ASUD distribution system with approximately two days of adequate drinking water. This provides ASUD the flexibility of performing needed maintenance and repairs without the need to completely interrupt water service to this portion of their system.

**Key Design Challenges and Solutions:** Needed to keep existing 6-inch water line in service until the new 10-inch water line went into service. Contractor installed the new 10-inch water line, completed required testing, reconnected services to new water line prior to abandonment of 6-inch water line.

**Public Agencies that Reviewed Project:** Appalachian Regional Commission and Tennessee Department of Environment & Conservation

**Project Goals and How Achieved:** We met the project goals of delivering plans and specifications for the Client by having design meetings, listening to stakeholders and communicating with all project stakeholders any updates to the design for the improvements to their water distribution system.

Construction Administration	Permitting	Planning & Feasibility Studies	Federal and State Funding
X	X	X	X

**Owner | Client:** Arthur-Shawnee Utility District | Eric Garland | 606-546-3187

**Cost:** \$980,707

**Key Staff:** Mitch Brunsma, PE (Middlesboro, KY)

**Change Order Totals:** \$66,000

**Dates:** Ongoing

**Town Mountain Preserve, ASHEVILLE, NC**

The Town Mountain Preserve (former Bartram’s Walk) is a gated subdivision located on Town Mountain Road in Asheville, Buncombe County, North Carolina. The subdivision was designed to offer 73 home sites and it encompasses approximately 156 acres of land.

The water project was designed by Vaughn and Melton Engineers and constructed by the Owner/Developer, in multiple phases. Upon completion of the project, the City of Asheville has taken ownership, maintenance, and operation of the water system. The design included several miles of new waterline, fire-hydrant assemblies, aerial bridge crossings, PRV station, and two connections to the City of Asheville water system. One connection was made to a low-pressure zone and the other connection was made to a high-pressure zone to eliminate water pumping to serve residents at higher elevations.



Engineering services provided with this project include site development, surveying, utilities design and coordination, field inspections, construction services, system startup services, and project administration.

**Key Design Challenges and Solutions:** What made this project challenging was the Water Supply, High System Pressures and System Aesthetics. For further details regarding the key design challenges and solutions, please see project 2 of the Project Issues section on page 18.

**Public Agencies that Reviewed the Project:** City of Asheville, Application for Approval of Engineering Plans & Specifications for Water Supply Systems.

**Project Goals and How Achieved:** Provide potable water to the residents within the proposed subdivisions. This was achieved by overcoming the challenges identified to develop plans and specifications in order for contractor to bid, construct and put into operation waterlines for the development.

Construction Administration	Permitting	Planning & Feasibility Studies	Federal and State Funding
X	X	X	X

**Owner | Client:** Town Mountain Preserve | George, NC Escaravage | 828.400.0901

**Cost:** \$1,200,000.00

**Key Staff:** Marios Georgiou, PE (Asheville, NC)

**Change Order Totals:** \$0

**Dates:** 2014 to 2021



V&M has thoughtfully assembled the project team for this proposal to meet the County’s expectations and goals. As evidenced by our Organization Chart, the V&M team offers a deep bench of quality staff, who are experienced, qualified, and will provide exceptional service. Details regarding Vaughn & Melton’s key team members follow.



**Dean Helstrom, PE • Project Manager • Johnson City, TN Office • V&M**

**Education:** BS, Civil Engineering, University of North Dakota

**Registrations:** Professional Engineer – NC #044648, TN, VA, GA, KY, MN, SC

**Certifications:** SWPPP Design Certification

**Affiliations:** National Society of Professional Engineers; American Water Works Association

Dean began his engineering career in 1997 and has been responsible for taking various projects from their conception through preliminary engineering reports, NEPA, design, bidding, construction, administration to project closeout. He leads the V&M wet utility design team on water and sewer projects throughout North Carolina. He has experience with a variety of funding applications including federal, state, and local funding sources and various grant applications. His background

on water systems includes water distribution, water supply & treatment, storage tanks, water modeling, leak detection and project management.

**Vaughn & Melton Projects**

**U-5713/R-5777 James City Wet Utility Design, Craven County, NC:** Project Manager

**TWSA Little Savannah | Cullowhee, NC:** Project Manger

**Wastewater System Improvements (Phase 5) | Sneedville, TN:** Project Manager



**Barry Moose • Principal-in-Charge • Charlotte, NC Office • V&M**

**Education:** MBA, Business / Managerial Economics, 1992 - University of North Carolina at Charlotte

**Registrations:** Professional Engineer – NC #016369 and VA

**Affiliations:** National Society of Professional Engineers (NCPE), American Public Works Association (APWA), American Society of Civile Engineers (ASCE)

Mr. Moose has over 38 years’ experience in the engineering service industry. He is responsible for the administration and project management of various comprehensive projects. Mr. Moose offers an extensive background in major projects where he has been active in all aspects of the project delivery process from planning and design to construction oversight. His focus is to consolidate the firm’s extensive engineering capabilities and technical services and align those services in the pursuit of large-scale projects.

While serving as Division Engineer, Mr. Moose managed the review and approval process for all utility related encroachment requests. These requests were for water and wastewater installation on State of North Carolina Right of Way within the five county area covered by NCDOT’s 10th Highway Division. These reviews consisted of plan review to ensure appropriate standards were used as well as the feasibility of the request for use of the highway R/W. These requests ranged from simple service line extensions to major distribution projects carrying millions of gallons a day in raw water. Worked directly with Utility owners and their consultants and on any issues that were presented during these reviews. If the proposed location was found not to be acceptable, worked with the utility owner to find an acceptable location.



**Marios Georgiou, PE • Lead Design Engineer • Asheville, NC Office • V&M**

**Education:** MS, Civil Engineering, Tennessee Technological University

**Registrations:** Professional Engineer – NC #026848, TN, KY, SC

**Certifications:** Confined Space Entry; KY PIPE Hydraulic Analysis

**Affiliations:** Water Environment Federation; American Water Works Association; American Society of Civil Engineers

Marios has over 26 years of experience designing water and sewer systems along with expertise in hydraulic modeling, pumps, controls, and process treatment. His background consists of providing water and wastewater systems design services for various clientele. He serves as the technical leader in Water and Wastewater Treatment design for V&M. His first goal is always to listen to our client’s needs, work with them to meet their goals, and implement his expertise as lead treatment plant designer on this project.

**Vaughn & Melton Projects**

**Newland Water Storage Tank and Waterline Extension, Avery County, NC:** Lead Design Engineer

**Lake James State Park New Water Supply Well and Waterline Extension, Burke County, NC:** Lead Design Engineer

**Rough Branch Well Improvements and Water Storage Tank, Cherokee, NC:** Lead Design Engineer

**Brightwater Booster Pump Station and Waterline Extension, Henderson County, NC:** Lead Design Engineer



**Jamie Noe, PE • Design Engineer • N. Charleston, SC Office • V&M**

**Education:** BS, Civil Engineering, University of Kentucky

**Registrations:** Professional Engineer – NC #047349, TN, KY, SC

**Affiliations:** American Water Works Association, National Society of Professional Engineers, Kentucky Society of Professional Engineers

Jamie has over 18 years of experience in engineering design, construction document preparation, and working with various federal and state funding sources, including RD loan /grant, ARC, CDBG, AML and SRF funding. Her expertise includes hydraulic modeling for water and sewer systems, capacity analysis, project oversight for waterlines and tanks, cost estimates, designing waterlines, pump stations and tanks, shop drawing review, and aiding the client in preparing grant/loan applications. Jamie is also experienced working with state and federal agencies to obtain project funding. Her most recent responsibilities include acting as Project Manager for various water system extensions and sewer rehabilitation projects and Design Engineer for multiple NCDOT utility relocations.

**Vaughn & Melton Projects**

**St. George Water System Improvements | St. George, SC:** Project Manager

**Asheville Regional Airport Utility Relocation | Asheville, NC:** Water & Sewer Designer

**I-440BB Water & Sewer | Buncombe & Henderson Counties, NC:** Water Modeling

**Sewer Rehabilitation | City of Berry, KY:** Project Manager



**Mark Davis • Permitting Lead • Asheville, NC Office • V&M**

**Education:** BS, Fishery Science; North Carolina State University

Mark will oversee the permitting portion of the project. Mark has more than 40 years of environmental and permitting experience. Most recently, he was a NCDOT Division Environmental Supervisor. Mark managed the environmental program for Division 14 where he prepared NEPA/SEPA documentation, 404/401 and TVA 26a permitting and compliance. He also conducted natural resource assessments including stream and wetland delineations, T&E species surveys, and prepared various technical reports.

**Vaughn & Melton Projects**

Town of St. George, SC, Water System Improvement Project, Dorchester County, SC

Dominion Energy NC (Formally PSNC), New 40-mile 12-inch Natural Gas Transmission Pipeline, McDowell/Rutherford Counties, NC

Dominion Energy NC, New 6-inch Gas Line to Harrah’s Cherokee Casino, Eastern Band of Cherokee Indians, Jackson County, NC

Dominion Energy NC, New 4-inch Gas Line, Bright Farms Greenhouse Project, Henderson County, NC

Tuckaseegee Water and Sewer Authority (TWSA), Little Savannah Water and Sewer Improvement Project, Western Carolina University, Jackson County, NC



**Nicholas Asaro, PLS • Utility Coordination Lead • Charlotte, NC Office • V&M**

**Education:** AS, Civil Engineering Technology, CPCC  
**Registrations:** Professional Land Surveyor, NC #4762

Nick has extensive utility coordination and property acquisition work experience with both local municipalities and NCDOT projects throughout North Carolina. He has worked with many utility companies (Duke Energy, Dominion Gas, AT&T Communications, etc.) to coordinate the relocation and organization of any utility in conflict (power lines, gas lines, water, and sewer lines, etc.) found within project limits with safety and efficiency. His vast knowledge of the rules and laws governing utility design, permitting of these systems, in addition to his interaction with property owners, surveyors, permitting officials, and utility company personnel make him an asset to any project.

**Vaughn & Melton Projects**

- NCDOT TIP Project B-4407, US 52 (Main Street) | Stanly / Anson Counties:** Utility Coordinator
- Mt. Holly Sidewalk Project | City of Mt. Holly, NC:** Utility Coordinator
- NCDOT TIP Project B-5372, E. 1st Street | Cabarrus County, Kannapolis, NC:** Utility Coordinator



**Kevin Kilpatrick • Right-of-Way Lead • Charlotte, NC Office • V&M**

**Education:** BS, Education, 1994 - East Carolina University  
**Registrations:** North Carolina Real Estate Commission #237068  
**Certifications:** North Carolina Real Estate Broker, Kentucky Real Estate License, IRWA SR/WA Designation, IRWA Certification in Negotiations, IRWA Certification in Relocations  
**Affiliations:** International Right of Way Association, Institute of Real Estate Management (IREM)

Kevin has more than 25 years of experience, extensive training through the International Right-of-Way (ROW) Association and is certified in negotiations and relocation. He has worked on a wide range of transportation projects for both local government agencies and DOTs throughout the Carolinas. Recent DOT work includes bridge design build, interstate improvements, urban and rural roadway improvements, and on call ROW services, and local pedestrian and multijurisdictional, regional highway roadway improvements with pedestrian facilities.

**Vaughn & Melton Projects**

- Oconee County Joint Regional Sewer Authority, New Sewer Line, Oconee County, SC:** Project Manager
- NCDOT U-2579 AA/AB, Future I-74, Forsyth County, NC:** Right-of-Way manager
- NCDOT U-2519 AA/AB, Future I-295, Cumberland & Robeson Counties, NC:** Project Manager
- City of Hickory, EB-5911 & EB-5977, Old Lenoir Road, Catawba County, NC:** Project Manager
- Dominion Energy, Gas Line Easements, Western NC Region, Gastonia, NC:** Project Manager



**Mark Parris, PLS • Surveying Lead • Asheville, NC Office • V&M**

**Education:** AS, Surveying Technology, 2003 - Asheville-Buncombe Community College  
**Registrations:** NC Professional Land Surveyor #4529  
**Affiliations:** North Carolina Society of Surveyors, South Carolina Society of Professional Land Surveyors

Mark has over 10 years of surveying experience and is Vaughn & Melton's Carolinas Survey Manager. As the Survey Manager, Mark oversees QA/QC, technical review, staffing, scheduling, and project budgets for the Carolinas. He has extensive experience in boundary surveys, topographical surveys and construction staking surveying.

**Vaughn & Melton Projects**

- NCDOT 19th consecutive location & survey on-call contract - Statewide:** Survey crew manager
- Duke Energy (formerly Progress Energy) Surveys, SUE, and Engineering Services On-Call - Statewide:** Project Manager
- NCDOT Kanuga Road, Church Street to Little River Road, Henderson County, NC:** Project Manager
- NCDOT Rail Corridor-Murphy Branch Between MP T-100.1 & MP 114.2 In Cherokee County:** Project Manager



**Hardy Willis • Structural Design Lead • Asheville, NC Office • V&M**

**Education:** BS, Civil Engineering, 1990 - Duke University

**Registrations:** Professional Engineer - NC #020777, SC, GA, KY, TN, WV

**Certifications:** NBIS Certified, Certified CSXT Roadway Worker Trainer, E-Railsafe Certified, FHWA-NHI Safety Inspection of In-Service Bridges

**Professional Affiliations:** American Council of Engineering Companies

Hardy has over 30 years of experience in structural engineering. Hardy's experience includes both structural design and management primarily of transportation projects. His work includes bridges, culverts, retaining walls, and rehabilitation projects. His bridges have been simple precast cored slab design, prestressed beam bridges, steel plate girder continuous bridges, and curved steel plate girder flyover bridges. Hardy's work includes stream crossings, grade separations, multi-structure interchanges, railroad bridges, and pedestrian bridges. He is also NBIS certified for bridge inspections and has designed or managed projects for TDOT, GDOT, NCDOT, SCDOT, WVDOT, KYTC, CSX Railroad, and multiple municipal, county, and private clients.

**Vaughn & Melton Projects**

**NCDOT Hicks Grove Road over CSX Railroad, Rutherford County, NC:** Project Manager and Lead Structural Engineer

**Karns Connector | Knox County, TN:** Structural Manager

**NCDOT I-0914BA | North Carolina:** Lead Structural Engineer

**NCDOT R-5527 | Cherokee County, NC:** Lead Structural Designer

**Old Dana Road Bridge Over Devils Fork Creek, Hendersonville County, NC:** Project Manager



**Theresa Hart, PE, CPM • Planning Lead • Raleigh, NC Office • JMT**

**Education:** BS, Civil Engineering, 1986 - North Carolina State University

**Registrations:** NC Professional Engineer #025460

**Certifications:** Certified Public Manager

**Professional Affiliations:** WTS International

Teresa Hart has more than 36 years of diversified transportation and NEPA experience. She led the NCDOT's Project Development and Environmental Analysis Western Region and served as Director for the NC Division of Public Transportation. Her diverse background includes program and project management for major highway improvement projects, light rail, transit, environmental compliance, and policy development at the highest levels. She is proficient in the planning process and the preparation of environmental documents pursuant to NEPA, Public Involvement, Agency Coordination, and the environmental permitting processes. She has successfully managed, provided technical oversight, and navigated numerous controversial transportation projects through the Planning and Project Development Process while working closely with Federal, State, and local agency personnel.

**JMT Projects**

**Y-5500JC Phase I Rail Crossing Closure at Tory Path Road, Waxhaw, NC:** Project Manager

**Route 28 Corridor Study, Prince William County, VA:** QA/QC Manager

**Feasibility Studies Statewide LSC, Multiple Locations, NC:** Project Manager

**U-6074 -PE- US 421 Forsyth County, NC:** Senior Project Manager



**Bradley Ridnour, PE • Hydraulic Engineering Lead • Lexington, KY Office • V&M**

**Education:** BS, Engineering Science, 1990 - University of Louisville

**Registrations:** Professional Engineer NC #025460, SC, GA, WV, VA, TN, KY

**Certifications:** GSWCC Level II Certified Design Professional #0000067224

Brad has over 26 years' experience in the design of transportation facilities and the analysis of transportation related hydrology and hydraulics. His primary roles have been the geometric design of roadways, hydraulic design of bridges, culverts, and storm sewers. Brad is experienced in using MicroStation CADD based highway and hydraulic design and drafting techniques, complex hydrologic and hydraulic analysis

techniques, and bridge scour analysis.

**Vaughn & Melton Projects**

NCDOT Division 13 and 14 LIBR: Hydraulic Engineer

SCDOT Emergency Bridge Replacement Package 2A - Dillon/Marlboro Counties, SC: Hydraulic Engineer

Virtue Road – Town of Farragut, TN: Hydraulic Engineer

I-75 Exit 11 Design/Build | Whitley County, KY: Hydraulic Engineer



**Richard Zong, PE, CxA • Electrical Design Lead • Richmond, VA • JMT**

**Education:** ME, Engineering Management, 1993 - George Washington University

**Registrations:** Professional Engineer – VA

**Certifications:** Certified Commissioning Authority

**Affiliations:** American Council of Engineering Companies, ASHRAE, ASBC Commissioning Group

Rick Zong has broad experience with design, construction and management for residential, commercial, industrial, institutional, government, and health care markets, including electrical design of lighting, power, emergency-standby power generation and communications systems, ATC system upgrades, HVAC

systems start-up operation and controls testing, multiple discipline project management, and construction management for occupied project areas and phased completion. He has special interest in energy efficient building designs and sustainable energy sources with recent experience in owner representation for management of Energy Performance Contracts.

**JMT Projects**

**Pump Station Improvements, City of Elizabeth, NC:** Facilities Project Manager

**Thelma Crenshaw Elementary School WS Heat Pump and Boiler Replacement, Chesterfield County, VA:** Project Manager

**Virginia Department of Corrections, Open-end A/E Services:** Task Manager



**W. Patrick Alton, PE • Geotechnical Engineering Lead • Raleigh, NC • F&R**

**Education:** BS, Civil Engineering, 2003 - North Carolina State University

**Registrations:** Professional Engineer – NC #33758, VA

**Affiliations:** American Society of Civil Engineers

Patrick Alton has 18 years of experience with a variety of geotechnical engineering projects. His duties include management of administrative, field, and engineering staff; planning subsurface investigations and laboratory testing programs; evaluation and design of geotechnical field and laboratory studies; geotechnical engineering analyses for shallow and deep foundations included axial and lateral deep foundation

analysis, embankment design and stability analysis, pavement design, and foundation settlement evaluation; preparation of geotechnical reports; and overall project management.

**F&R Projects**

**Fayetteville PWC, Raeford Road Water and Sewer Line Replacement:** Lead Geotechnical Engineer

**Fayetteville PWC, Annex Phase V Areas 16,18 & 20 Sewer Line:** Project Manager

**City of Fayetteville, North Fayetteville Water System Improvements:** Lead Geotechnical Engineer

## Water System Improvements and Upgrades, ST. GEORGE, SC

Like many small towns, St George's water system is aging. The system's water is sourced from four separate wells, one of which is no longer in use. The system is made up of three elevated storage tanks, three well house booster stations and approximately 106,000 linear feet of water distribution line varying in size from 2" – 12". Most of this system is nearing 100 years, therefore, the Town regularly battles this aging infrastructure. A few years ago the Town began the process of applying for USDA Rural Development funding to address these problems. They developed a project that would address these problems, the project was separated into three phases. Phase 1 is the water distribution system extension, this includes items such as, upgrade of the existing 2-inch distribution to 6-inch mains, remove and replace old two nozzle fire hydrants with new three nozzle hydrants with cut-off valves, extend existing dead-end 6-inch mains to create loops within the system and add valves in the system to better operation practices. The second phase is the well house pump station rehabilitation. This phase provides renovations to the physical structures, replacements of operating equipment and upgrades to the process equipment. The final phase of the project is the construction of a new Water Department Maintenance Building. This will be a large 8-bay metal building to be used for storage, a workshop, and to be shared with the Town Street's and Maintenance department. This is an extensive, multi-faceted project, with a difficult schedule. Around the time that we submitted the project for final approvals, coincided with the COVID-19 pandemic. A process that would typically take 30-60 days, took nearly nine months. We kept in constant communication with the client and received approvals to move forward and bid the projects in the summer of 2021.

We advertised the three projects in the summer of 2021 and received bids in August. We held a pre-bid conference for each project. Phase 1 pre-bid meeting not a single contractor attended, nor Phase 2. There were several contractors present for the Phase 3 Pre-bid. We left the meeting and began calling qualified contractors to encourage interest in our projects. At the bid opening, we received only three bids, all three were for Phase 3. While we are diligently continuing to solve this issue, Phase 3 is moving forward to construction. Phases 1 and 2, we called all contractors on our planholder's list to try to determine why no one was interested. The biggest problem was material shortage and material costs, which is an industry-wide issue. We have been working with the Town to prioritize their needs, in doing so have developed a strategy to separate the original Phase 1 into 3 separate phases. The thought was to separate the projects into smaller increments. This decision was made to encourage more contractors to bid, in case there were bonding concerns with the larger project. For phase 2 the Town is looking at a complete redesign. Our strategy to resolve project conflicts involves communication and diligence. We continue to keep everyone involved in the conversations and address problems early and often.

## Town Mountain Preserve - Water Line Extension

This project presented the design team with the following key challenges:

1. Water Supply
2. High System Pressures
3. System Aesthetics

### Water Supply Challenge:

One of the initial challenges/decisions the design team had to overcome was the selection of a pressure zone to feed/supply water to the approximately 150 new water customers. The low-pressure zone option would require multiple booster pump stations to serve the planning area with sufficient system pressures. The high-pressure zone option could provide enough water and pressure without the need of pump stations, however the use of a pressure reducing valve station was required.

Through economic analysis of the initial capital investment along with a 20-year O&M cost evaluation, the selection was made to feed the planning area from the high-pressure zone.

### High Pressure Challenge:

The high-pressure zone connection required construction practices and material selections to withstand a 400-psi working pressure. Due to the extremely high pressure at the point of connection, cavitation of the proposed pressure reducing valve (PRV) was one of the initial challenges to overcome. To overcome and properly address this design issue, a key design personnel attended a 2-day workshop at a regional PRV manufacturing facility where the proposed PRV system was properly designed by the engineers of the valve supplier. Two PRV valves with anti-cavitation trim were utilized in series to successfully manage the large drop in pressure across the valves. A similar smaller bypass system was also provided to handle small/low system flows.

### System Aesthetic Challenge:

The proposed waterline and appurtenances were constructed in a prominent and gated community. Aesthetics was a major concern for the developer while the City of Asheville was concerned about maintenance and accessibility to the proposed infrastructure. The challenge was addressed by installing most utilities below ground, by utilizing low profile appurtenances, and by providing landscaping and architectural fencing to hide certain utilities from view.

Through effective and efficient project planning, we have been successful in managing project cost control throughout the life of the project- development, permitting, and construction.

Our designs consider existing conditions and constraints and ultimately incorporate the best solutions to address environmental and cultural resources, adjacent parcels, utilities, and future demand. During the design project we try to limit scope creep in order to assure the project stays within the project budget. We will communicate with the County regarding the budget and the various scope changes that may impact the budget. We will schedule monthly huddles during the design with stakeholders and the Design Team - the frequency of the meetings will be adjusted, as needed. During construction we will have weekly/bi-weekly construction meetings with stakeholders to prevent any items from escalating to a problem. Meetings may be in person or during these past two years via MS Teams or another video platform.

We have carefully put systems in place to keep projects running smoothly, on-time, and within your desired budget. We will control costs, schedule, and quality throughout every phase of your project by:

- Holding Team/Stakeholder meetings to determine scope/fee for engagement
- Identify critical points/milestones for the project
- Establish fee/task order scope
- Survey (if needed) any existing infrastructure
- Prepare design documents based upon scope and design investigations
- Prepare bid documents for advertisement for construction
- Administer/oversee contract and construction
- Perform QA/QC of construction activities
- Prepare final payment application and as-builts
- Deliver as-builts (if needed) and O&M manuals to Owner
- Close task order

### **Construction on Schedule**

Vaughn & Melton has assembled this team of employees and sub-consultants with project delivery and meeting project schedules in mind. In addition to weekly attention to assignments to meet schedules through weekly huddles, we have added capacity to key work elements to provide the County with a larger team to ensure the capacity to perform the work is available.

Should capacity be limited for a work function within our own staff, that deficiency will be recognized during project scoping to allot needed resources from our sub-consultants or even add sub-consultants when needed. Our approach is to recognize lack of capacity quickly then rapidly implement actions to add capacity. Our history in delivering project on time and on budget bears out our ability to manage a significant volume of projects without sacrificing any project's schedule.

### **Approach to Ensuring Accurate Coordination with Other Utilities and Agencies During All Phases of Project Development, Permitting, and Construction**

The V&M team has a track record of delivering difficult projects. We understand the level of effort needed when it comes to delivering public projects. We will have staff from several firms engaged in the development of the project with all key stakeholders.

“Out of the Gate” Stakeholder Engagement – To achieve delivery of construction documents, we must achieve a consensus on the project scope. Our approach is to conduct a workshop just after the first Stakeholder Engagement Meeting and then another when project scope is determined.

Anticipating issues before they become problems that cost money and time – The V&M team will engage permitting agencies (NCDOT, US Army Corps of Engineers and, Division of Water Quality etc.) early to understand what is needed to obtain permits for construction and determine the most efficient way to address permit requirements.

We have found that providing Public Relations and Communication efforts during the project to keep residents and stakeholders informed regarding construction is extremely valuable for a successful project. These efforts may include: managing the project website, merchant information, press releases, “What to Expect” during construction, and project history; and setting up and managing texting notification platform.

The V&M team is fully aware of all steps to acquire the necessary permits required for the various water infrastructure projects, which include, but are not limited to US Army Corps of Engineers Section 404 Nationwide 12 permitting, NCDWR 401 Water Quality Certifications, NCDEQ Public Water Supply permits, NCDOT encroachment permits, and floodplain development permit from the County. We will schedule a permit stakeholder meeting upfront to discuss proposed plans, foreseeable obstacles, and receive comments before submitting permits.

The team is fully aware of the procedures required for Federal and/or State Funded Projects. Environmental documentation required for federal projects would be an Environmental Assessment/FONSI (EA/FONSI) and/or a Categorical Exclusion (CE) and for state projects would be a State Environmental Assessment (SEA) and/or a Minimum Criteria Determination Checklist (MCDC).

### Process

The V&M team will perform project specific research of the various online databases and conduct onsite evaluations and data collection along a preferred route, to obtain the necessary information required for the completion of a Section 404/401 permit application, including:

- Online Database Research (USGS Topo, NWI, Soils, NCNHP Database & USFWS IPaC Database)
- Field Studies/Data collection – Conduct Stream and Wetland Delineations, Complete Data Forms and Prepare a Preliminary Jurisdiction Determination (PJD) Package
- Conduct field surveys for Federally Threatened and Endangered Species
- Prepare permit drawing for impacts to jurisdictional streams and wetlands
- Obtain concurrence from the NC State Historic Preservation Office (SHPO) to meet requirements of Section 106 of the National Historic Preservation Act of 1966. The SHPO office could require surveys to be conducted along the project corridor for Historic Architecture and Archaeology, which would require the hiring of a SHPO approved consultant to conduct these studies.
- Prepare and submit a Section 404/401 PCN permit application to the USACE and NCDWR (45–60-day turn-around time for approval once the application is submitted)
- Prepare a Floodplain Development Permit application from Sampson County, “No Rise Certification”, if required.

### Typical Agreements / Permits Needed

In our experience with similar projects, the typical agreements and / or permits the County may require, have the following costs and time periods associated with them:

- NCDOT Encroachment Agreement - A bond may be required and up to 30 days with Local Division approval
- Erosion and Sediment Control Certificate of Approval - Fee depends on total disturbance \$100/ acre and up to 30 days with complete application
- Location and Protection of Public Water Supply Sources (Source/well site approval of public water supply) - No Fee and up to 30 days with complete application
- NPDES (National Pollutant Discharge Elimination System) Stormwater - Construction General Storm Water Permit- Fee \$100 and up to three days with complete application
- Water Supply System Plans and Specifications Approval - Fee up to \$250 and up to 30 days with complete application
- Water Supply Well Construction Permit (if required) - No fee and up to 15 days with complete application



Vaughn & Melton (V&M) has provided real estate and right-of-way consulting for federal, state, and locally funded public projects for over 24 years. Our typical project approach to any ROW project would be as follows:

**Project Management:** Upon initiating the contract, V&M’s project manager and lead negotiator will establish a meeting with Sampson County staff to discuss the project and review with us any updates to your current procedures, standards, and any new or proposed updates to your ROW documents. We understand the balancing act of achieving quick, cost-effective acquisitions for the County while maintaining an amicable relationship with property owners through honest and non-coercive negotiations to reach fair and equitable settlements with the property owners and leaseholders.

**Meeting Schedules and Budgets:** V&M takes pride in providing quality service on time and within budget. We believe this is the only way to maintain current clients and build positive relationships with new clients. We commit all necessary resources to promptly provide the County with quality services within the agreed budget. As work progresses, we will submit monthly progress reports to the County. If issues arise that compromise the schedule at any time, we will notify the County’s staff of these issues and provide solutions to proceed to ensure project schedule integrity. We will coordinate the work progressively and continuously so that as title abstracts, appraisals, and property information are received, the required documents will progress. To guarantee the timely progression of negotiations, once communications begin, property owners are contacted once or twice a week, with negotiations usually completed within 60 days.

**Quality Control:** As infrastructure development becomes more complex and demanding, ROW acquisition for public improvements does also. V&M performs field checks of the plans against the property owner’s deed before negotiations and verify all title facts. We complete and check our documents before initiating contacts with a property owner as it is standard practice to verify property ownership with local tax offices. Our team is very familiar with the requirements of both City, State, and Federal funded projects, and are experienced working under Federally specific guidelines of the Uniform Relocation and Real Property Acquisition Policies Act of 1970.

**Kick off meeting:** The kick-off meeting ensures that all consultants, as well as the County are aware of each entity’s role, time frames for completion, and procedures involved for implementing the project.

**Public Meetings:** We routinely attend public meetings to provide information about the project and discuss potential impact to property owners. If such a meeting is necessary, our staff will provide the County with the support needed.

**Initial Contact:** V&M agents submit letters, make phone calls, and personally contact affected property owners, to begin the acquisition process. We utilize a professional and integrative approach to address property owner concerns, answer questions, and begin the negotiation phase.

**The Offer:** We rely on expert valuations to move confidently through the negotiation phase to project completion. For donation of easements, we stress the benefits this utility will provide to the property owner. Depending on the County staff’s preference, we will meet at regular intervals to update you on special challenges, as well as inform you of routine closures.

**Closings:** Hard work, diligence and preparation pay off at this stage. V&M staff and/or closing attorneys will ensure the proper execution and recording of all documents, as well as perform and/or supervise quality control of the turn-in packages.

**Condemnation:** If applicable, when all alternatives have failed, and in close consultation with our clients, our staff will work with the County’s legal staff to submit appropriate documentation and condemnation turn-in packages.

**Project Completion:** When all acquisitions and condemnations are complete, V&M staff will submit all appropriate project completion summaries, as well as perform any special services necessary.

Vaughn & Melton can provide full-services construction administration for all phases of a project, with the goal of achieving the best quality work and control of the schedule and budget for the County. Our team combines the benefits of broad, regional, and extensive water utility experience with a local presence and the abilities of a full-service firm.



**Planning Phase:** V&M will provide management of the crucial initial planning phase including feasibility studies, economic studies, site studies, environmental studies, site investigations, site surveys, preparation of budget and cost estimates, preparation of preliminary schedules, cost modeling and analysis, and cost control. We know the importance of proper planning, especially scope definition, has on project success.



**Project Procurement:** In order to create successful construction bid documents, we will start with highly accurate cost estimates and quantity take offs through construction plans. V&M will assist the County Contracting Officer in contract procurement by providing technical expertise to develop of bid documents including both construction plans and contract provisions with specifications; prepare of engineer’s estimate with quantity take offs; prepare answers to bid / RFP questions; attend / participate in site visits; attend / participate in pre-bid conferences; prepare solicitation amendments; analyze cost, bids, and proposals; and prepare / negotiate the contract(s).



**Project Construction Oversight:** V&M is very familiar in our role as CMA in the construction and renovation of water infrastructure projects. Our primary objective is to ensure the County’s best interests are represented by providing a quality project on time and schedule. First and foremost, we will ensure our construction management team has a thorough understanding of the contract documents to ensure the contract requirements and limitations are met. We will provide timely updates to the County and coordinate activities with the contractor to maintain the schedule. We will review progress payments for completeness and accuracy before providing our recommendation for approval. We will lead and direct progress meetings, attend safety meetings, and provide weekly and monthly updates. We will vet RFIs and submittals before issuing to the responsible party. As issues arise, we will provide recommended corrective actions based on our years of experience and the contract requirements. During this phase, V&M will also provide on site management and inspection for each task assigned. This will include setting up job files, conducting preconstruction and progress meeting, prepare and maintain project daily diaries, monitor project schedules, maintain all appropriate construction documents and providing the necessary daily inspections as required to ensure compliance with Division of Water Infrastructure. In summary, we will be the eyes and ears of the County throughout the construction process to ensure the project is completed on time and within budget.



**Change Orders:** Our Team has the expertise of identifying potential change orders and the knowledge of municipal processes to resolve these issues. If contract line items are incorrect, or if extra work is identified, we can provide resolution and develop project estimates that can be utilized as a supplemental agreement. Reviews of this nature will be brought immediately to the attention of the County and coordinated with the County prior to further progress of work by the contractor.

When issues are identified early in the process however, they can be addressed to minimize project delays and avoid overruns. If we do encounter omissions, defects, or deficiencies, we will alert the County and begin resolution of the issue by RFIs, change orders, or other appropriate means. The V&M Team prides itself at providing a “Solutions-Based Approach” to resolve project conflicts. In other words, once we encounter project issues, we will seek resolution and try to provide the County with an alternate means of addressing problems. We often offer value engineering proposals as additional options for consideration.



**Claims Resolution:** Claims avoidance is a philosophy we instill as part of our V&M culture and is an ongoing process. We utilize our experience and knowledge of construction management and contract administration to preempt potential construction claims. Resolution of project issues is best done at the lowest level of supervision, or the field staff. If an issue must be elevated, we will recognize a predetermined project item escalation process to expedite resolution.

If the situation cannot be resolved, V&M will provide services including initial claim evaluation, forensic engineering, assisting counsel with case preparation and expert witness testimony. We provide the analysis required to assist our clients in resolving contract claims involving disputes on contract interpretations, contract modification costs. We identify the construction, legal, and financial issues involved and reach valid conclusions for use by the County to successfully resolve the claim. V&M will review disputes and claims from the Contractor, the Contractor’s A/E and/or construction Contractor(s) and render all assistance that the County requires.

Vaughn and Melton's team understands this project is part of an expansion initiative to provide better services to the citizens of Sampson County and we welcome the opportunity to become a member of your Team. We see a great opportunity for the County to improve its system through this project and know we have the expertise to help make that happen.

We understand the importance of the County's mission, values, and commitment to enhance and expand its water Infrastructure to areas currently not served. Vaughn and Melton currently has seven offices across North Carolina with our Raleigh branch office being the closest to Sampson County. Along with our in-house expertise, we have added Johnson, Mirmiran and Thompson, Inc. (JMT) to our team for additional design support to ensure all project assignments can be designed and ready on or ahead of schedule. We have also added Froehling & Robertson, Inc. (F&R), a minority owned business, certified as a HUB by the State of North Carolina to provide all geotechnical services required for this initiative.

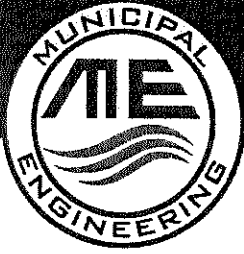


We are uniquely positioned to deliver high quality services which will maximize the County's opportunity to improve its water supply network through our past project experience. This experience offers the County a great opportunity to not only meet the objectives for this project, but to also ensure the County's interests to offer water services are preserved.

Communication is critical to the success of any project, large or small. Vaughn and Melton maintains a customer-focused business model, which means V&M's Project Manager and technical support staff will listen to your needs and develop solutions that meet the objectives of the county. In cooperation with the Sampson County's Project Manager, V&M will develop a Communication Plan for communicating with county staff. The Communication Plan will define the timeliness of communication response between V&M and the client team. The plan will also define the methodology for tracking action items and other issues, the methodology for tracking progress and the methodology for conducting meetings.

V&M has developed expertise in the development of Utility Construction (UC) and Utility by Others (UO) plans on a multitude of past municipal projects as well as NCDOT projects. V&M has also performed Utility Coordination services for NCDOT on hundreds of projects. V&M will be very attentive to the County's needs and make sure all federal, state, and local requirements are followed to ensure that all grant funding sources is not jeopardized. Vaughn & Melton's water and wastewater experience spans more than 39 years. Our Water Resources Division has extensive experience in helping to secure grants and loans for our clients through various funding agencies. Most notably, we have supplied these services on several projects in Jackson County for the Tuckasiegee Water and Sewer Authority (TWSA) where we have worked directly for TWSA representing their interests on NCDOT projects and on projects very similar to this project. Our team offers the right fit for this important endeavor due to our experience and proven track record of success on very similar projects, both for other County and Municipal clients. Our proposed team members for this project are very adept with the processes of permitting, utility agreement preparation, NCDOT Encroachment Agreements, surveying services (including subsurface utility engineering), water and wastewater design and construction, UC and UO Design and Plan Preparation and requirements for federally funded projects and reimbursement. V&M will also provide Right-of-Way services in house to assist the County with acquisition of any right of way or easements that may be required. This in house ability enables us to control the R/W process so projects are not delayed as a result of R/W issues. V&M has capability to prepare contract documents, handle any pre-bid activities up to and including bid opening. We also have a very robust construction administration team and can handle the administration and inspection of the project.

This fully integrated team enables us to utilize the most qualified staff for the project tasks assigned and provides us with available resources to ensure on time delivery. We look forward to the opportunity to work with Sampson County.



# MUNICIPAL ENGINEERING SERVICES COMPANY, P.A.

*Engineering Excellence: Innovative Approaches/Sustainable Solutions*

January 18, 2022

Sampson County  
Attn: David Clack  
406 County Complex Rd., Ste. 120  
Clinton, North Carolina 28328

Re: RFQ for Engineering Services  
Sampson County Water Infrastructure Projects

Dear Mr. Clack:

Municipal Engineering, Inc. (MESCO) welcomes the opportunity to participate in the RFQ process for Sampson County.

MESCO's client base consists largely of County and Municipal clients all across North Carolina. We have assisted our clients in securing *over \$150 million in State and Federal Grant and Loan funds* for Water and Wastewater related projects since 2007. Each of these projects were subject to the same basic Federal Regulations that will govern the ARPA Program.

As a local North Carolina majority *woman-owned business* consulting firm, we are able to provide a much higher level of client support with lower overhead than many of our competitors. Our conservative business approach over the years has allowed MESCO to remain a strong, debt free and financially stable company. Our upcoming official *MBE designation* will assist our clients attain one of the goals of the funding agencies.

Our history speaks for itself, and we encourage you to contact any and all of our clients regarding our positive commitment to work in a professional and timely manner. We depend on repeat business so it is imperative that we meet our clients' expectations. We stand behind our work and always make sure our clients are satisfied with the end result.

We believe that our qualifications in the Water, Wastewater and Solid Waste fields are second to none, both from an experience standpoint, as well as staffing. Your initial contact for the purposes of this Statement of Qualifications will be Bobby Blowe, PE. You may contact him at (919) 772-5393 or [bblowe@mesco.com](mailto:bblowe@mesco.com). Please also feel free to contact me at any time.

Sincerely,  
MUNICIPAL ENGINEERING, INC.

Carol R. Woodie, Principal Owner  
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# MUNICIPAL ENGINEERING, INC.

Over Forty Years of Engineering Excellence



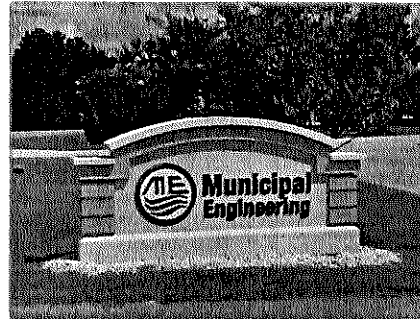
## A. GENERAL INFORMATION

Municipal Engineering, Inc. (MESCO) welcomes the opportunity to participate in the RFQ process to provide professional planning, design, surveying, permitting, and construction administration services to Sampson County for the expansion of the County's water system. Our Corporate Office, conveniently located at the intersection of I-40 and NC-42 is less than our hour's ride from the Sampson County Offices. *The lead contact person for this Statement of Qualifications is Bobby Blowe, PE.* He can be reached (919) 772-5393 or [bblowe@mesco.com](mailto:bblowe@mesco.com).

MESCO has been providing a total array of civil engineering consulting services to Municipal and County governments across North Carolina *since 1978*. We offer a full scale of civil engineering services, in the areas of Water Distribution and Treatment; Wastewater Collection and Treatment; Solid Waste; In-house Surveying and Mapping; Site Development; Sidewalks; Permitting; Contract Administration; Construction Observation; and Funding Assistance with all of the State and Federal Financial Assistance Programs. MESCO has designed *many* water system projects in North Carolina over the years.

All project Planning, Engineering Design, Construction Administration and Observation services for Sampson County will be performed in house from our Corporate Office located at 68 Shipwash Drive in Garner, N.C. Should the proposed projects require electrical, structural, or geo-technical components, MESCO has a group of Sub-Consultants that we partner with regularly to provide those services.

MESCO has a number of highly qualified Senior Project Managers / Design Engineers that will be available to participate as part of the Project Team based upon the specific job complexities, individual experience, and / or desires of the County. The Engineering Team will be headed by Ben Clawson, P.E., with project management and engineering support from Michael McAllister. Our Regulatory Compliance Manager, Bobby Blowe, P.E. will be available to assist with the coordination of the project with the Funding Agency requirements, if needed. Wayne Sullivan, P.L.S., will be the Surveying Manager with Tommy Iager as the Party Chief. Messrs. Sullivan and Iager will be assisted by Seth Jarrett from our Boone Office. Harold Riddle will be onsite as our QA / QC Field Services Manager. These are the individuals that the County staff will actually be meeting and working with throughout the life of the project. These gentlemen will be supported by a plethora of technical and



## *At a Glance*

MUNICIPAL ENGINEERING, INC.  
NC Board of Examiners for Engineers  
and Surveyors: License # F-0812  
NC Board for Licensing of Geologists  
License # C-586

Federal ID # 56-2177667  
*Carol Woodie, Principal*  
[cwoodie@mesco.com](mailto:cwoodie@mesco.com)

### Headquarters

68 Shipwash Drive  
Garner, NC 27529  
Telephone: (919) 772-5393

### Branch Office

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Boone, NC 28607  
Telephone: (828) 262-1767

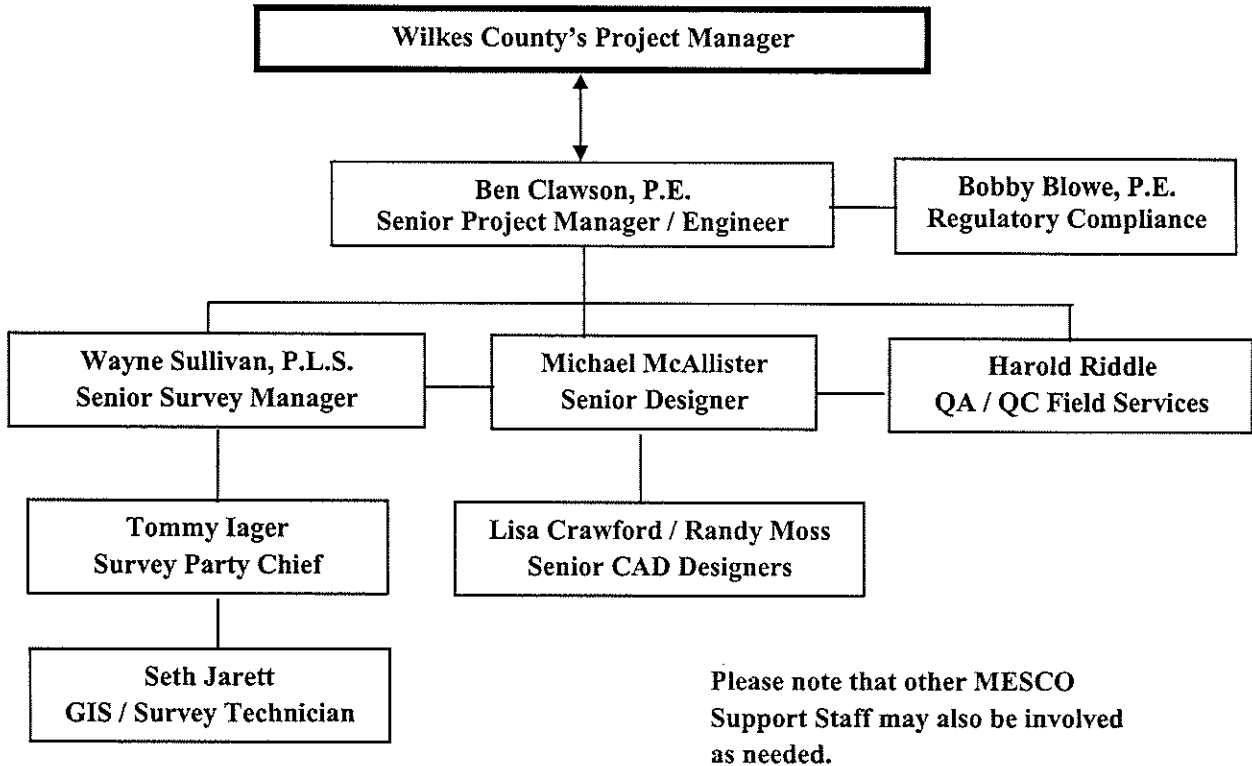
*Proudly providing Excellence in  
Engineering for our clients since  
1978!*



administrative support personnel, as well as having access to other professionals within our organization.

An Organizational Chart of the proposed Project Team is included for your review and detailed Resumes are available upon request.

**PROPOSED KEY PROJECT TEAM MEMBERS**



Beginning January 1<sup>st</sup> of 2022, Municipal Engineering, Inc. became a majority *woman-owned minority business, or MBE*, offering **Professional Engineering, Surveying and Geology** services under the same name. We have not yet received our *official* MBE designation from the NC Department of Administration, but anticipate that it will be forthcoming in the near future. Our new *MBE designation* will assist our clients attain their goals and those of the funding agencies.

MESCO strives to promote diversity whenever possible in all of our projects. We routinely use an electrical sub-consultant (Green Tech Consulting) and a geotechnical subconsultant (Froehling & Robertson) that are NC HUB certified.



**B. PROJECT EXPERIENCE**

**Town of Wilkesboro Brown's Ford Road Water Improvements**

**Contact:** Ken Noland, Town Manager, [townmanager@wilkesboronc.org](mailto:townmanager@wilkesboronc.org) (336) 838-3951; Ben Clawson, P.E. was the Project Manager for MESCO. Green Tech Consulting (NC HUB) was MESCO's Electrical Sub-Consultant

The Town of Wilkesboro had an existing industry that was expanding their manufacturing facility on NC Hwy 268 where the Town had consistent issues with water pressure and water quality from a bottle neck in the system. Municipal Engineering worked with the Town to upgrade the existing 8" waterline from the Town's Water Treatment Plant to a 16" waterline. MESCO designed a new 16" waterline along Brown's Ford Road that crossed the Yadkin River and connected to an existing 10" waterline on US 421, thereby creating a loop and eliminating the dead-end waterline. In addition, MESCO designed a new 500,000 gallon elevated water storage tank for fire protection, a 540 gpm booster pump station, and modified one existing booster pump station. A major problem was encountered during the construction phase of the project which delayed the completion of the project. The General Contractor's boring sub-contractor was unable to complete the bore and had to abandon the drill head in place. That portion of the project was redesigned by diverting a segment of the line to a new aerial crossing. All of the planning, surveying, design, permitting, construction administration and observation services were provided by MESCO and the project was successfully completed in July 2020, within budget, at a total cost of \$7.2 million.

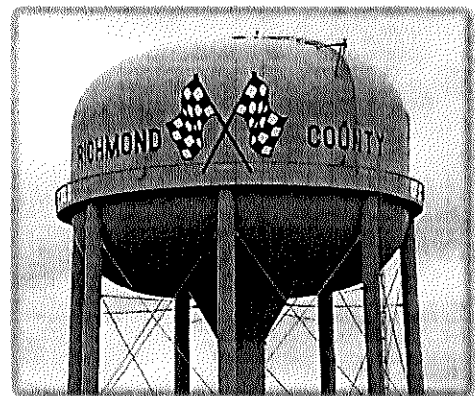
Funding for this project was provided by the Economic Development Administration (EDA), Golden Leaf, and the NC Commerce Industrial Development Fund (IDF). MESCO was instrumental in assisting the Town apply for and receive the financial assistance that allowed the project to move forward. Grant Administrative services were also provided to ensure compliance with the administrative requirements of each of the funding agencies.

The completed project was able to remediate long standing problems with water pressure, water quality, and fire protection in this area of Wilkesboro's water system, as well as facilitate an existing industry expansion to create 63 new jobs.

**Richmond County Water System Improvements**

**Contact:** Bryan Land, County Manager, [bryan.land@richmondnc.com](mailto:bryan.land@richmondnc.com) (910) 997-8211; Jimmy Woodie, P.E., P.L.S., Ben Clawson, P.E., and the MESCO Team provided all of the planning, design, permitting and construction phase services.

MESCO has assisted Richmond County with the funding, design and construction of many Water Tanks over the years. One project consisted of three (3) phases that were successfully fast-tracked due to an immediate need for large amounts of treated water for the construction of Progress Energy's nearby power generation facility. Phase 3 included the design, permitting,



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specifications, construction administration/observation for the construction of a 750,000 gallon elevated water storage tank on Airport Road and a variable frequency drive pump station. MESCO completed surveying for the tank and 16,000 feet of waterline including a route location survey, a topographic survey, boundary surveys, and easement surveys.

MESCO completed a hydraulic planning study of approximately 200 miles of waterlines, 6 pump stations, and 7 water storage tanks. Designed, permitted and performed construction administration/observation of another 750,000 gallon elevated water storage tank on Highway 220.

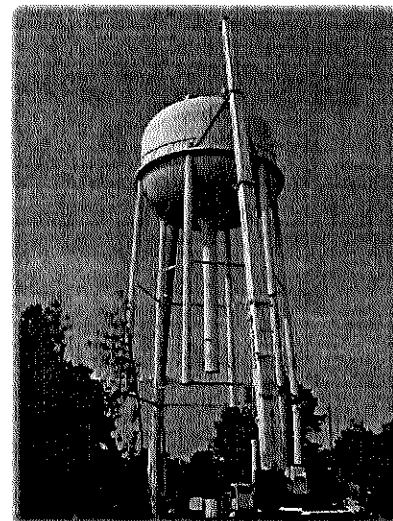
MESCO designed, permitted and performed construction administration/observation a 300,000 gallon elevated water storage tank on Gibson Road. The cost of this tank was covered by a CDBG grant and included the tank, water, sewer and access road.

One of our most challenging and rewarding projects was the raising of an existing 500,000 gallon elevated water storage tank approximately 40 feet to achieve the same hydraulic profile throughout the pressure zone which resulted in a 60% increase to their capacity.

MESCO's Hydraulic Modeling has proved useful to the County in recognizing areas where more waterlines are needed in order to meet increasing demands caused by growing development.

**Town of Columbus, NC**

**Contact:** Timothy Barth, Manager, [manager@columbusnc.com](mailto:manager@columbusnc.com)  
(828) 894-8236; Ben Clawson, P.E. is the MESCO Project Manager.



This is a 3 Phase project for the Town of Columbus. **Phase I** involves the Design and construction of a new 500,000 gallon finished water ground storage tank adjacent to the town's existing tank. The purpose of this tank is to replace the old existing concrete tank. The new tank will sit immediately adjacent to the existing tank. In order to build the new tank with the same overflow elevation as the existing tank, the old abandoned water plant has to be removed and the significant excavation work and other earthwork will be accomplished to achieve the required floor level and overflow elevation for the new tank. **Phase 2:** Phase 2 includes the design and construction of a new 12" PVC/DIP water line from the main 12" water line, coming from the Town, to the new tank to replace the old 10" asbestos cement water line. Additionally, an existing cross-country 8" AC water line will be abandoned and a new 8" water line will be installed along a roadway. This new 8" PVC/DIP water line will connect to a proposed new 10" directionally drilled water line across Hwy 74. **Phase 3:** Phase 3 involves the installation and rehabilitation of several old terra cotta sewer lines in various locations throughout the Town's sanitary sewer system. The main purpose of these sewer lines is to redirect sanitary sewer from under several buildings to new sewer lines that will not cross under existing buildings.

MESCO provided all of the planning, design, surveying, permitting, construction administration and



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observation services for the Town. We also assisted the Town obtain \$3.4 million in financial assistance from USDA and Appalachian Regional Commission (ARC) to fund this project. Substantial completion was achieved in late 2021 and final completion is scheduled for March, 2022.

## **Brunswick County / Columbus County – Water and Sewer Improvements.**

**Contact:** Brent Lockamy, P.E., Project Manager, [brent.lockamy@brunswickcountync.gov](mailto:brent.lockamy@brunswickcountync.gov) 910-253-2460; Ben Clawson, P.E. is the Project Manager for MESCO.

Municipal Engineering Services Company, P.A. provided the Route Surveying and Design for 11,000 LF of 16 inch Water line, Collection Sewers, 2 Sewer Pump Stations and a Force Main to serve the Mid-Atlantic Industrial Rail Park in Brunswick County. The Project included the location of the highway boundary, Piedmont Natural Gas easement, wetlands, storm structures, and topographic features. The Project was tied to the N.C. State Plane Coordinate System with control set at close intervals along the entirety of the route. The Sewer portion of the project is complete and the Water portion is nearing completion.

## **Hertford County Northern Water District – Waterline Extensions**

**Contact:** Stanley Lassiter, Rural Water Manager, [stanleylassiter@hertfordcountync.gov](mailto:stanleylassiter@hertfordcountync.gov) (252) 395-1417; Ben Clawson, P.E. was the Project Manager for MESCO

MESCO assisted the Hertford County Northern Water District obtain a USDA grant/loan commitment in the amount of \$1.35 million to further extend the existing County system into additional unserved areas. The project consisted of approximately 25,000 lf of 4” – 8” waterline extensions to serve and loop four areas of the County’s system. This project was successfully completed in late 2019.

## **Town of Fremont Water Improvements**

**Contact:** Toney Howell, Town Administrator, [dahowell@fremontnc.gov](mailto:dahowell@fremontnc.gov) (919) 242-5151; Ben Clawson, P.E. and Mike McAllister were the Engineer / Project Manager for MESCO.

The Town of Fremont, a longtime client of Municipal Engineering Services Co. (MESCO), approached us regarding inadequate pressure, low fire flow and continuous line breaks plaguing their potable water system in the central areas of Town. MESCO began by assessing the problem and searching for grant funding to pay for engineering and construction, ultimately securing **\$750,000 in CDBG Grant** assistance to address the Town’s critical water needs.

Once funding was in place, MESCO analyzed and identified which water lines needed to be replaced and developed a Preliminary Engineering Report / Environmental Assessment (PER/EA), including a preliminary cost opinion defining the anticipated construction cost. Upon the review and approval of the PER/EA, MESCO prepared the necessary drawings and specifications and assisted the Town in acquiring the required permits and NCDOT Encroachment Agreements.



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The project included the replacement of 2-inch diameter galvanized water lines and a variety of sizes of outdated asbestos pipes with 7,889 LF of 8-inch and 1,206 LF of C-900 PVC and Class 50 ductile iron pipe, 13 fire hydrants, 44 gate valves, and 101 water services. The project was successful and addressed the long standing pressure issues for both domestic use and fire flow, thereby avoiding potential life-safety issues.

MESCO was pleased to work with the Town of Fremont by providing not only the engineering design, but bid & award, construction administration, construction observation and Grant Administration services for the Town within the time and budget provided. The project was completed in 2016 at a cost of \$789,800.

## Franklin County Water System Improvements

**Contact:** Chris Doherty, Utilities Director, [cdoherty@franklincountync.us](mailto:cdoherty@franklincountync.us) (919) 556-6177; Ben Clawson, P.E. was the Project Manager for MESCO.

The Town of Franklinton experienced difficulties meeting EPA limits for disinfection by-products (TTHM and HAA5) at its water treatment facility. In order to address this critical issue, Municipal Engineering Services Co. (MESCO) was asked to design modifications to the facility as well as make much needed improvements to the distribution system. MESCO utilized grant funding in the amount of \$1,573,250 which included \$750,000 from CDBG and \$823,250 from the NC Rural Center.

The water treatment facility located in and owned by the Town of Franklinton at the beginning of the project supplied the Town of Franklinton and parts of Franklin County safe potable drinking water for many years. While the project was under construction, the Town of Franklinton and Franklin County reached an agreement to transfer the ownership of the plant and distribution system to the County. MESCO was pleased to continue with the project with the new Owner. The project included construction of concrete masonry walls within the large clear well, new self-cleaning raw water intake screen, yard piping, and sample pumps in various locations that are piped directly to the sample sink on the second floor lab. The purpose of the baffles and new intake screen was to reduce the organic material drawn from the raw water reservoir and increase the contact time (CT) within the clear well to ensure adequate disinfection.

The improvements to the distribution system included replacement of approximately 11,450 LF of 3/4", 1", 2" galvanized iron pipe and 6" cast iron pipe with new 2" and 6" PVC water pipe in various areas of the Town of Franklinton. In areas where pipe size was increased to 6", new fire hydrants were installed. Additional gate valves were installed to allow the isolation of smaller areas for repairs whereas before almost the whole town was affected. All street cuts were repaired, including several on NC DOT roadways. New service lines and new meters were also installed. The project was completed within budget.

MESCO was pleased to provide the design, bid & award, construction administration, construction observation and Grant Administration for this project which was completed in 2017.

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**Richmond County Well Contamination Project**

**Contact:** Bryan Land, County Manager [bryan.land@richmondnc.com](mailto:bryan.land@richmondnc.com) (910) 997-8211; Ben Clawson, P.E. was the MESCO Project Manager

The North Carolina Division of Public Health notified particular residents in Richmond County that wells in the vicinity of Fox Road were found to have substandard water quality. Wells in the area tested positive for a known carcinogen, 1, 2-dibromo-3-chloropropane (DBCP). Residents whose wells were impacted were warned to avoid consumption of water from those wells and to limit physical contact, i.e., baths and showers, to 10 minutes or less.

With MESCO's assistance, the County received grants (\$3,930,000) from Commerce CDBG from Commerce Finance Center and the Division of Community Assistance, NC Rural Center Clean Water Partners and Economic Infrastructure, and the NC DENR Bernard Allen Fund.

Municipal Engineering designed approximately **60,000 LF of waterline** (approximately 7,179 LF of 2" SDR-21 PVC; 3,080 LF of 6" SDR-21 PVC; 15,240 LF of 8" SDR-21 PVC; 32,478 LF of 12" SDR-21 PVC; and 2,120 LF of 14" SDR-21 PVC) and associated appurtenances to serve the area. MESCO was responsible for funding assistance, grant administration, design, surveying, permitting, bidding, construction contract administration, record drawings and construction observation.

**Town of Wilkesboro Waterline Extensions and System Improvements**

**Contact:** Kenneth Noland, Town Manager, [townmanager@wilkesboronc.org](mailto:townmanager@wilkesboronc.org) (336) 838-3951; Ben Clawson, P.E. is the Project Manager for MESCO.

This project involved providing updates to the Hydraulic Model of Wilkesboro's water system *originally created* by MESCO; numerous waterline extension projects utilizing 6" to 30" waterline and totaling over 25,000 linear feet; restoration of a 500,000 gallon elevated water storage tank and a 150,000 gallon elevated steel water storage tank; an inspection of the Town's elevated water storage tanks; preparation of plans and specs for painting the interior and exterior of the Town's elevated water storage tanks; and Phase I and II Environmental Site Assessments.

**Mulberry-Fairplains Water Association, North Wilkesboro, NC**

**Contact:** Josh Reeves, Manager, [josh@mulfairwater.com](mailto:josh@mulfairwater.com) (336) 670-2410; Ben Clawson, P.E. is the Project Manager for MESCO.

MESCO provided the Design, Specifications, Contract Administration, and Construction Observation for a new 500,000 gallon ground level water storage tank.

MESCO also provided Specifications for an existing Water Storage Tank Refurbishment and Waterline Extensions totaling in excess of 25 miles. Components of this project included: Re-painting of water storage tanks (500,000 gallon and 200,000 gallon) and route locations surveys, easement surveys, and boundary surveys.

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## Blue Ridge Water Association, Hays, NC

Contact: Greg Reavis, Manager, (336) 696-4713

MESCO has provided numerous Water Tank and Line Projects for the Blue Ridge Water Association including:

The Design, Specifications, Contract Administration, and Construction Observation for a new 500,000 gallon ground level water storage tank.

### Storage Tank Refurbishment

- Design specifications, administered contract, and oversaw construction for the painting, inspection, and disinfection of a 500,000 gallon glass coated, bolted steel storage tank

### Storage Tank Resurfacing

- Resurfaced a 100,000 gallon storage tank and designed waterline extensions totaling over 15 miles
- Completed surveying including route locations surveys and easement surveys
- MESCO completed the re-painting/repairs of a 100,000 gallon elevated water storage tank on Airport Road.

MESCO is currently in discussion with the Association with respect to the design of a new 500,000 gallon elevated water storage tank. *Ben Clawson, P.E. was the MESCO Project Manager.*

## West Wilkes Sanitary District – Presently owned by West Wilkes Water Association, Millers Creek, NC

Contact: Jeff Weaver, Manager, (336) 838-5614; Jimmy Woodie, P.E., P.L.S. and the MESCO Team managed this project.

MESCO was instrumental in establishing the West Wilkes Sanitary District and assisted the citizens with all aspects of the formation of the District. All of the planning, design, surveying, permitting, construction administration and observation services for over 30 miles of waterline and a new 500,000 gallon ground level water storage tank was provided by MESCO.

## West Wilkes Water Association, Millers Creek, NC

Jeff Weaver, Manager, (336) 838-5614

Since the 1980's, MESCO has provided the planning, design, surveying, permitting, construction administrations and observation services for all water system expansion projects for the West Wilkes Water Association including the following refurbishment projects:

- 100,000 gallon elevated water storage tank (interior / exterior paint system) - Suncrest
- 200,000 gallon elevated water storage tank (interior / exterior paint system) – Green Acres
- 500,000 gallon elevated water storage tank (Old Hwy. 60) and 100,000 gallon elevated storage tank (Union School)

*MESCO is currently working with West Wilkes Water Association on locating a suitable site for another new water storage tank. It is anticipated that this tank will be a 300,000 gallon tank.*

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**Asset Inventory and Assessment Grants (AIA)**

In addition to the Hydraulic Water Models that MESCO has prepared in conjunction with water line distribution projects, MESCO has also completed, or are in the process of completing, Hydraulic Water Models for eight municipalities as a part of projects funded by the NC Division of Water Infrastructure's AIA Program. These models typically include attributes such as:

- Line lengths
- Line diameters
- Friction factors of pipes
- Node elevations
- Representative demands at each node
- Water storage characteristics & elevations
- Major Control valves
- All pumping station characteristics in the water system

The Model are calibrated to observe the current field conditions. Field calibration measurements were conducted at key locations to provide accurate calibration.

**General Water Storage Tanks in North Carolina**

Over the years, Municipal Engineering Services Company, P.A. has designed numerous elevated and ground level storage tanks ranging in size from 10,000 gallons to 2,000,000 gallons. We have also been involved with many maintenance and refurbishment projects.

**The following is a list of our water storage tank clients:** Blue Ridge Water Association, Brushy Mountain Water Association, City of Laurinburg, Moravian Falls Water Works, Inc., Mulberry-Fairplains Water Association, Ocracoke Sanitary District, Richmond County, Surry County, Town of Boone, Town of Cofield, Town of Columbus, Town of East Bend, Town of Elizabethtown, Town of Garner, Town of Linville, Town of Newport, Town of Stantonsburg, Town of Surf City, Town of White Lake, Town of Wilkesboro, West Wilkes Water Association, and West Wilkes Sanitary District (now owned by West Wilkes Water Association).

**Water Treatment Plants**

**Town of Jamesville, N.C., New R.O. Water Treatment Plant**

**Contact:** Kim Cockrell, Town Clerk/Finance Officer (252) 792-5006. MESCO Senior Project Manager is Mike McAllister and Ben Clawson, P.E. is the Senior Design Engineer.

MESCO assisted the Town of Jamesville in obtaining Grant/Loan funding to replace the Town's existing Water Treatment Plant. The existing 100,000 gpd water treatment plant, built in 1972, is in very poor condition due to wear and significant corrosion. As noted in a recent State inspection, many of the vital components for the treatment train are in need of repair or replacement and failure of any of these components could result in a total loss of the Town's water supply. This project will include a

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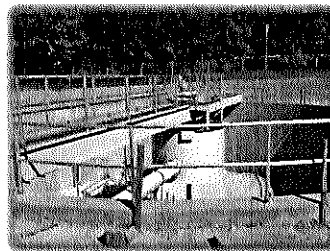


replacement of the water treatment plant with a new 100,000 gpd Reverse Osmosis plant, a new Operations Building, SCADA system and dedicated Standby Generator. Bids were received and exceeded the original estimates. MESCO is working with the Town and the Division of Water Infrastructure to identify areas of potential cost savings and/or additional grant funding.

## **Richmond County Water Treatment Expansion from 6.7 MGD to 9.0 MGD**

**Contact:** Bryan Land, County Manager, (910) 997-8211

Jimmy Woodie, P.E. and the project team at MESCO assisted the County with the Funding, Design, and Construction Administration/Observation of upgrading the capacity of the County's 6.7 MGD Water Treatment Plant to 9.0 MGD. The project included a capacity upgrade by adding basins, filters, sludge removal systems, high service pumps, new filters with air scour, and a complete overhaul of the chemical dosing system. The owner and operator were involved in each step of the design process. This project was completed in March 2017.



## **Town of Jonesville Water Treatment Plant Expansion**

**Contact:** Michael Pardue, Town Manager (336) 835-3426

Jimmy Woodie, P.E. and the project team at MESCO assisted the Town with the Funding, Design, Permitting, and Construction Administration/Observation of doubling the Water Treatment Plant's capacity from 0.5 MGD to 1.0 MGD using an entirely new treatment technique. The Town of Jonesville maintained an aging water treatment plant built in the 1960's until 2011. At that point, the treatment plant was using powered alum, dosed into an open channel using vibrational feeders. The old plant had a permitted capacity of approximately 0.5 MGD. The plant upgrade brought the plant's capacity to 1.0 MGD by undertaking major renovations and including an entirely new treatment technique, Microsand Enhanced Flocculation (MEF). MESCO undertook the evaluation of several new innovative techniques by including pilot scale testing at the site using the pre-existing raw water source. This pilot testing incorporated several coagulants, coagulant and flocculation aids over a range of known turbidities from four to several hundred NTU's to ensure the dependability of the processes over these conditions. Municipal Engineering worked closely with the owners and operators, making several trips to visit plants using the new technology in other states, as this was to be the first stand-alone facility of its kind in the state of North Carolina. The project was completed in March 2013.

## **Town of Wilkesboro 2.0 MGD Clear Water Reservoir**

**Contact:** Ken Noland, Town Manager, (336) 838-3951; Ben Clawson, P.E. was the Project Manager for MESCO.

This project consisted of an expansion of the 1.0 MGD Clear Well capacity at the Town of Wilkesboro's Water Treatment Plant by adding a new 2.0 MGD Clear Well and High Service Pumping Station. The new clearwell structure consisted of poured in place reinforced concrete with a pre-cast plank roof structure. The new pump station included two (2) 600 Hp vertical turbine pumps and one (1) 100 Hp

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vertical turbine backwash pump. The project also included a standby generator and yard piping. The total Clear Well capacity at the completion of the project in 2005 was 3.0 MGD.

## C. INDIVIDUAL QUALIFICATIONS / PROJECT EXPERIENCE



**Ben Clawson, P.E.**

NC Professional Engineer #33710

Mr. Clawson has been employed by MESCO since his graduation from NC State University in 2001. He is skilled in AutoCAD 12-15 (2004) Civil 3D, ASPEN, ASIM, Innovyze-H2O and is a Certified Master Modeler from Haestad Methods Training Course. During the course of his career with MESCO, Mr. Clawson has been involved in the preparation of Hydraulic Models, the design of sanitary sewer lines, wastewater treatment plants, pump stations, force mains, inverted siphons, water distribution lines and associated office and maintenance buildings. Mr. Clawson has also served as the Senior Design Engineer and Project Manager for numerous wastewater treatment plant projects funded by DWI, USDA, Golden Leaf and the Department of Commerce.

Some of Mr. Clawson's more recent projects include: Solar Panel additions to the Town of Taylorsville WWTP, Town of Wilkesboro Brown's Ford Road Water System Improvements, and Wastewater Treatment Plant Improvements for the Town of Warrenton, Town of Tabor City, City of Albemarle and Town of Newport.



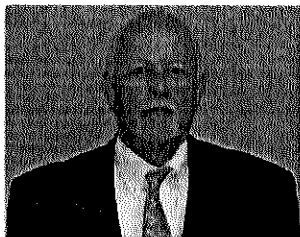
**Mike McAllister**

Mr. McAllister has been employed by MESCO as a Senior Engineering Project Manager since April, 2011. He has a Civil Engineering Technology Degree from Wilson Technical Community College and studied Civil Engineering at North Carolina State University. Mr. McAllister has over 37 years of experience in municipal and industrial wastewater treatment and collection system design, municipal water distribution and treatment design; civil / site design permitting, environmental assessments, project funding, project management, surveying and construction administration. He has also provided design and project management services for many land application type wastewater treatment projects during his career. In addition, he has been successful in assisting clients navigate technical agency requirements imposed by DWI, USDA, EDA, Golden Leaf, the NC Department of Commerce and FEMA. *Mr. McAllister is currently working with the Town's of Kenly and Micro on ARPA earmarked projects in the FY 2021/2022 State Budget.*

Some of his more recent projects include an Inflow and Infiltration study for the Town of Kenly; a Wastewater Treatment Lagoon Evaluation and Repair project for the Town of Fremont; the Design and Permitting of a 0.150 mgd expansion to the Town of Bunn's Wastewater Treatment Plant and a new 40,000 gpd Land Application Wastewater Treatment System including a Sequential Batch Reactor and Effluent Holding Lagoon for Gates County, N.C.

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**Bobby Blowe, P.E.**

NC Professional Engineer #19677

Mr. Blowe joined MESCO in 2014 with over 35 years of experience in managing water and wastewater projects from conception to completion. Mr. Blowe is skilled in identifying and overcoming obstacles to successful project development and completion. His past experience managing the Clean Water SRF program for the NC Department of Environment and Natural Resources (DEQ) and serving as the Senior Project Engineer with the Rural Center has provided expertise in coordinating funding, permitting, and project management with state and federal agencies, as well as with the staff of the Local Government Commission.

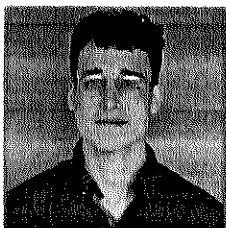


**Wayne Sullivan, P.L.S.**

NC Professional Land Surveyor # L-2525

Over 45 years of experience in surveying with 33 years of experience with Municipal Engineering Services. Mr. Sullivan coordinated numerous boundary surveying and mapping projects, deed research, preparation of deed descriptions, horizontal/vertical control surveys, topographic, planimetric, location layout, and route surveys (water and sewer line projects). He has provided surveys for state and federal government agencies as well as universities, cities and counties across North Carolina. Mr. Sullivan has been the Principal Project Manager for all surveying projects performed by MESCO in the 33 years he has been with the firm, including those listed herein. He has been the PLS of record for most of the surveying projects during those 33 years as well.

- Boundary surveys for ongoing landfill projects such as Iredell, Surry, Wayne, Ashe and Lenoir Counties
- Alta Survey of Blowing Rock Hospital for Chestnut Investments
- Gates County Land Application Field Boundary Survey
- Weir Boundary Survey, Avery County
- North Wilkesboro Sewer Line Easements, Wilkes County
- Direct Distributors – 57-Acre Boundary Survey, Johnston County
- Redmond Boundary Survey – 3-Acre Boundary Survey, Watauga County
- Town of Wilkesboro – Boundary Surveys
- Town of Warrenton – Easement Surveys



**Seth Jarrett**

GIS Specialist

Mr. Jarrett works out of our Boone Office. He has a BS in Geography from Appalachian State University and a Certificate in Geographic Information Systems. He started with MESCO upon his graduation in 2016. He is experienced in GIS and Remote Sensing, data collection and management, spatial analysis, LiDAR point cloud data,

SAMPSON COUNTY, NC  
Water Infrastructure Projects

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both vector and raster data, geo-computation and floodplain mapping. He is also experienced in field surveying with Total Station and Trimble GNSS.

Mr. Jarrett has recently worked on projects for the Towns of Landis, Warrenton, Old Fort, Murfreesboro, and North Wilkesboro. Each of those projects involved the creation of a GIS database and collection of existing water and sewer systems for physical and interactive digital maps for the Towns to manage and improve their systems.

**Other Members of Our Team** that may be assigned to this project include **Mr. Randy Moss, Senior CAD Designer, Ms. Lisa Crawford, Senior CAD Designer, Mr. Harold Riddle, QA/QC Field Services Manager, and Mr. Tommy Iager, Survey Party Chief.**

Ms. Crawford has 32 years of drafting design experience and has been heavily involved in the design process of numerous water and wastewater projects including NC DOT utilities projects. She is skilled in ArcGIS, Civil 3D, Microstation V8/GEOPAK, and Carlson 2013 Civil Suite with Intellicadd.

Mr. Moss has over 15 years of experience providing CAD and Microstation V8/Geopak designs. He has been with MESCO for over 10 years assisting with the design of many water and wastewater treatment plants, distribution and collection lines including the relocating of utilities for NC-DOT.

Mr. Riddle has over 35 years of experience providing construction observation, quality assurance and surveying services. He also has extensive experience with construction observation for water and wastewater lines, water and wastewater treatment plant expansions, pumping stations, utility systems, sub-grade preparation, concrete placement, pavement/roadway construction, erosion/sediment control systems, and seeding and mulching. Mr. Riddle provided Construction Observation services for the Wilkesboro Browns Ford Road Water System Improvements.

Mr. Iager has served as Survey Party Chief for Municipal Engineering Services Company since 1986. His surveying projects include mapping, horizontal/vertical control, topographic, planimetric, aerial control, location layout, ALTA, route and construction stakeout surveys. He has extensive experience in photo control, movement control and piezometers and in Global Positioning System Services (GPS).

## **D. PROJECT ISSUES**

### **Town of Wilkesboro Brown's Ford Road Water Improvements**

**Contact:** Ken Noland, Town Manager, (336) 838-3951; Ben Clawson, P.E. was the Project Manager for MESCO. Green Tech Consulting (NC HUB) was MESCO's Electrical Sub-Consultant

This project involved the directional drill of an 8-inch FPVC waterline for approximately 1300 linear feet under 8 lanes of controlled access highway, fiber optic cable, telephone lines, a natural gas line, wastewater forcemain and a raw water line. The General Contractor's drilling sub completed the initial drill but was unable to pull the HDPE pipe through due to an apparent constriction at about 700 feet. A second drilling attempt was undertaken, but the drill head became lodged and could not be retrieved. At this point, the drilling sub-contractor was threatening to walk off of the job and the project was at a

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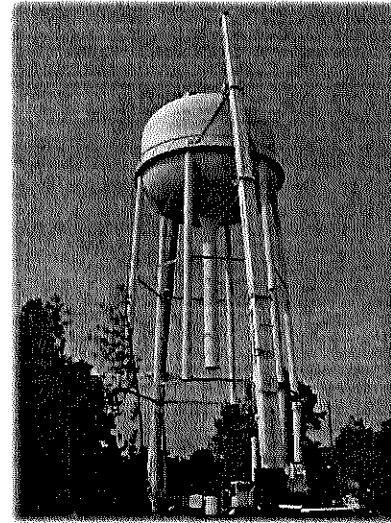


standstill. Although the General Contractor was ultimately responsible for the completion of the job, MESCO was instrumental in assisting the Town of Wilkesboro with the negotiations to identify an alternative solution to the directional drill which would allow the General Contractor to complete the job. The drill head was lodged underneath bedrock and a sizeable stream. The US Army Corps of Engineers would not have allowed the amount of tunnelling and excavation that would have been required to manually retrieve the drill head. Another solution had to be identified. MESCO evaluated other alternatives and determined that the same goal could be attained by re-routing the line and using an aerial crossing over a stream. MESCO provided the design, permitting and construction observation services for the successful aerial crossing alternative. MESCO also assisted in the negotiations with the Contractor over liquidated damages and was able to prevent legal proceedings between the Town and Contractor. The project was successfully completed in July 2020 within budget.

## Richmond County Water System Improvements

**Contact:** Bryan Land, County Manager, (910) 997-8211; Jimmy Woodie, P.E., P.L.S., Ben Clawson, P.E., and the MESCO Team provided all of the planning, design, permitting and construction phase services.

As previously discussed, one of our more interesting projects involved the raising of an existing elevated storage tank. A local industry donated an existing 500,000 gallon elevated water storage tank to the County. The tank was no longer needed by the industry, but was in good condition and had been properly maintained. Unfortunately, the elevation of the donated tank was not at the same elevation as others within that Pressure Zone of the County's system. MESCO explored possible ways that the County could make use of the donated tank. Options included completely dismantling the tank and making alterations for the proper elevation at this, or another location within the County system, or raising the tank in place. Through discussions with several contractors and tank manufacturers, it was determined that it would be cost-effective to raise the tank in place. That decision was supported by the bids received. Forty additional feet of elevation was needed in order to achieve the same hydraulic profile throughout the pressure zone. The method used to raise the height of the tank, and the number of cranes involved, was not specified and left to the Contractor to determine. At that time, there were only a few cranes available in North Carolina that could handle a lift of that complexity, and it was ultimately accomplished by using only one crane. This was a risky project for the contractor but he had great faith in his ability and actually directed the raising of the tank while standing on the tank's catwalk. This project resulted in a 60% increase in capacity for the County in that pressure zone.



## E. PROJECT MANAGEMENT

Municipal Engineering, Inc. (MESCO) utilizes an effective Quality Control program to ensure that all engineering work is done correctly the first time and ensure that our products and services meet or exceed our client's expectations of quality and cost. Operational activities have been put in place to provide clear

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directions with expected outcomes to our designers, ongoing supervision by experienced individuals, and immediate review of completed activities for accuracy and completeness.

Our Quality Control process is not simply an internal review after the work is completed, but rather a series of ongoing activities throughout the development of the final product. Our goal is to ensure the proper technologies are identified and will meet the owner's requirements. This determination will be based upon past experiences and may involve additional research or pilot studies of the existing conditions. We strive to ensure that the most cost-effective and appropriate solutions are employed to enhance the success and owner satisfaction of the selected alternative. MESCO involves the owner at all stages of the process. Cost estimates are prepared based on initial planning and often updated as the design progresses or owner requested changes are incorporated. **While we cannot control the final bid price, we attempt to be as accurate as possible on our cost projections which are shared with the owner as they change in an effort to eliminate any potential surprises when bids are received.** Proper decisions at the planning and analysis stage will result in work being done correctly the first time and that problems are prevented rather than mitigated. The impacts of our efforts are reflected during the bidding and construction phases of the project through comparison of bids to estimated costs and number of change orders required.

Throughout the design process, MESCO provides qualified professionals to perform all project tasks, instill a sense of ownership in every person on the design team, ensure that all personnel on the team have a clear understanding of the scope and intent of the overall project, and are aware of the project schedule and budget. It is anticipated that all project activities will be performed in house. However, *if* it is determined that sub-consultants will be required, they will be treated as if they are MESCO employees. We will take 100% responsibility for their performance and hold them to meet the same standards of quality. Our Senior Design Engineer will conduct regular project management meetings providing consistent and clear communication throughout the life of the project.

A final Value Engineering review of all cost opinions and plans and specifications is then conducted by a single point of contact before presentation to the client or permitting authorities.

MESCO has a strong track record of delivering quality projects on time and within budget. Value Engineering principles are employed throughout the design process to provide the most cost-effective prices for equipment and construction. Adequate construction phase services employ highly skilled inspectors to oversee and document construction on an ongoing basis. Contractor pay requests are carefully reviewed prior to making a recommendation for payment by the owner. If requested by the client, our funding administrators will also review them for compliance with the appropriate funding agency requirements and prepare the documents for the owner's signature to request reimbursement. Shop drawing reviews by the initial designer incorporate recommendations by our field personnel to ensure proper equipment and installation. Record Drawings are provided to the owner at the completion of every project. Detailed record keeping by our Construction Observers help to document any unforeseen obstacles to a timely completion and prevent contractor claims.

At the completion of each project, the design and construction phase teams evaluate the entire process to identify areas of concern or potential cost savings that can be applied to future projects.

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**F. PROJECT PERMITTING**

Public Water Supply Permitting.

Municipal Engineering maintains a great working relationship with the NCDEQ-Public Water Supply Section. In addition to the permit application, a brief Engineering Report is required to demonstrate that the water line extension or expansion can provide the proper pressure and flow to comply with the Drinking Water Standards. Additionally, if the project involves looping a connection to existing lines, we have the hydraulic modeling capability to ensure that all parts of the new line can perform as needed. Generally, the Public Water Supply Branch takes 60-90 days to approve a permit; however, we are currently seeing slightly longer times due to the pandemic and labor shortage. Our experience with permitting follows through with the construction observation and final certifications to ensure the line is pressure tested and disinfected before being placed into service.

Sedimentation and Erosion Control Permitting

Projects disturbing more than one acre of land require a Sedimentation Erosion Control Permit from the NCDEQ Fayetteville Regional Office. This process typically takes 30-45 days; however, NCDEQ is currently dealing with staffing shortages which may result in longer than normal review times. The purpose is to ensure that run-off from the construction site does not leave the site and contaminate the waterways. Typically, the Construction Observer will monitor the installation and maintenance of all the erosion control structures during construction. Proper installation and maintenance of these erosion control methods are especially important when crossing streams and ditches with linear pipeline projects.

NCDOT Encroachment Agreements

Municipal Engineering routinely prepares encroachment agreements for utility projects that run parallel to the roadway or cross beneath it. Communication with NCDOT early in the project, and learning of potential construction or paving projects, can sometimes avoid costly bore & jack of ductile iron pipe and steel casings.

MESCO administers each step of the permitting processes for our clients, while keeping them involved in the decisions for any necessary changes or modifications to the project as originally planned.

**G. PROPERTY AND EASEMENT ACQUISITION APPROACH**

MESCO provides all surveying services inhouse. We understand that project costs can be significantly impacted by the costs associated with easement and property acquisition. As such, we make every attempt to utilize NC DOT rights-of-way wherever possible and locate pumping stations, tanks and well sites on property owned by the County, or that will be donated to the County. We will work closely with the County and the legal staff to identify appropriate properties.

While there is often ample leeway in the selection of tank and pumping station sites, well sites must be located where there is sufficient boundary to protect the wellhead and that will supply an adequate source of water. One of our more recent projects has been delayed by several months as a result of an inadequate

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yield from test wells at *two* different locations. MESCO worked with the Town and a local landowner to identify potential wellsites near the existing elevated tank to minimize the length of waterline. Fortunately the third test well was successful and the Town was able to acquire the site for a nominal fee.

**H. CONSTRUCTION ADMINISTRATION APPROACH**

The first crucial step of any project is to conduct a kick-off meeting with the project team which will include representatives from Sampson County and MESCO to determine the scope and schedule of the project, and ensure that all parties are in full agreement as to the goals and objectives of the County as well as the specific program requirements of the funding agency. Additional meetings may be required to include representatives from the NC Department of Transportation regarding the location of the proposed water lines and proposed construction methods, such as open-cut vs. bore & jack which could impact the cost of the project. MESCO will assist the County in the acquisition of all required permits.

As the project moves into the construction phase, MESCO will provide the following Construction Administration and Observations services:

- Conduct a pre-construction conference. Before beginning construction, the Engineer will conduct a pre-construction conference with all interested parties, including County officials, Contractors and Sub-Contractors, and various suppliers. The purpose of this meeting is to ensure all parties are aware of their respective performance expectations during the project.
- Review and approve shop drawing submittals.
- During construction, MESCO will provide periodic construction visits to observe job progress and ensure that plans and specifications are followed, especially for critical construction items such as concrete pours, equipment start-up, etc.
- MESCO will review monthly pay requests for accuracy and verify work performed to date. The Engineer will forward the approved pay request to the County with our recommendation for payment to the Contractor.
- Conduct monthly progress meetings with the County, Contractor, and other interested parties. This meeting aims to review the progress and address any issues and/or possible changes.
- Upon notification from the Contractor, the Engineer and the County will conduct a pre-final walk thru with the Contractor and prepare a punch list of remaining items to be addressed prior to final thru.
- Upon notification from the Contractor that the punch list items have been addressed, the Engineer, the County and Contractor will perform a final inspection of all facilities to ensure all constructed items are to the satisfaction of Sampson County and Engineer.
- Project Close-out. Upon final completion, the Engineer will collect from the Contractor: Consent of Surety, Affidavit of Release of Liens, Record Drawings, and other documents required as part of the project. Upon receipt of the above-referenced documents, the Engineer will recommend to the Owner the release to the Contractor of any retainage held. Final Engineering Certifications will be provided to the appropriate permitting agencies upon completion of the project.

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**I. FEDERAL & STATE FUNDING ASSISTANCE**

Sampson County should hire Municipal Engineering, Inc. (MESCO) not only because of our technical skills and experience highlighted herein, but also because of the level of personalized service that you will receive. As the founder of MESCO, Jimmy Woodie, often said, *“There are many engineering firms that can design a project for you, but few that will offer you the level of personal attention that we do throughout the life of the project and beyond”*.

MESCO’s client base consists largely of County and Municipal clients all across North Carolina. It has been our experience that regardless of size, the financial assistance received from State and Federal grants or low interest loans greatly benefit everyone. MESCO has assisted our clients in securing *over \$150 million in State and Federal Grant and Loan funds* since 2007. Each of the grant and loan programs has its own specific program requirements; however, all Federal Programs (such as USDA, CDBG, FEMA) and most State Programs (such as the Drinking Water and Clean Water SRF) are subject to the basic Uniform Administrative Requirements, Cost Principles, and Audit Requirements of 2 CFR 200. However, if this project is to be funded *solely* by grant funds made available through the American Rescue Plan Act (ARPA), many of the specific program requirements of other Federal Funding programs, such as the Clean Water SRF, Drinking Water SRF, and USDA, will not apply. For example, the National Environmental Policy Act, American Iron & Steel Provisions and Davis-Bacon Labor Standards do not apply to projects costing under \$10 million.

MESCO will include each of the necessary ARPA Federal Contracting Requirements (*as required by the State Funding Agency*) in both our Engineering Services Agreement, and all related construction or equipment procurement contracts. We have been following the Federal Uniform Guidance for many years, and always make the necessary modifications to our contracts to comply with any and all updates or modifications to the Guidance as necessary. The Interim Final Rules for the ARPA program have been issued and the State Division of Water Infrastructure is currently developing the Rules to govern the ARPA earmarks in the State Budget.

Two members of the MESCO Team have extensive experience working with the various funding agencies *and* the NC Division of Water Infrastructure. Mr. Bobby Blowe, PE managed the NC Clean Water SRF Program and the State Reserve Programs for almost 20 years. Mr. Jay Zimmerman, P.G., joined the MESCO team in February, 2021. Mr. Zimmerman has over 36 years of experience associated with water resource management and protection. His previous experience as the Director of the NC Division Water Resources has uniquely prepared him to oversee regulatory compliance issues for projects in the water resource program area. We feel strongly that our team’s expertise, knowledge and experience will meet and exceed the County’s expectations.

We will commit to work with the County, and our friends in the NC Division of Water Infrastructure, to determine if any specific ARPA documentation will be required for this project and incorporate those revisions into the appropriate documents.

Neither Municipal Engineering, Inc., its principals, nor its affiliates are excluded or disqualified in accordance with 2 CFR 180.905, 180.935, 180.940, or 180.995.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.     4

Meeting Date: February 7, 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 January 3, 2021 meeting
- b. Authorize the acceptance of certain donated surplus military property on behalf of the Sampson County Sheriff's Office
- c. Declare as surplus certain Sheriff' Department weapons and authorize trade for credit to purchase new weapon
- d. Authorize Sampson County Public Works to reject all bids received and previously awarded to Core & Main, LP on December 6, 2021, for pipe/supplies, due to escalating material cost and lack of delivery date
- e. Authorize execution of North Carolina Statewide Emergency Management Mutual Aid Assistance Agreement
- f. Authorize execution of contract between Sampson County (Department of Social Services) and Allies4Outcomes, LLC
- g. Authorize execution of lease of 8.86 tract for agricultural purposes to Kenneth Mac Sutton
- h. Approve the tax refunds and releases as submitted
- i. Approve budget amendments as submitted

**Consent Agenda, Board of Health Items**

- j. Approve revised Board of Health Operating Procedures
- k. Accept and authorize execution of SFY 2022 Community Health Grant in the amount of \$62,800
- l. Approve fee revisions (dated 1/24/22) as recommended by Health Advisory Board

**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, January 3, 2022 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairperson Sue Lee, Vice Chairman 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 provided the invocation and led the Pledge of Allegiance.

### **Approval of Agenda**

Upon a motion made by Commissioner Wooten and seconded by Commissioner Godwin, the board voted unanimously to approve the agenda as published.

### **Item 1: Reports and Presentations**

Introduction of New Chamber Executive Director Chairperson Lee recognized Matt Stone as the new Executive Director of the Clinton-Sampson Chamber of Commerce. Mr. Stone introduced himself, gave a brief history of his experience, and expressed that he is looking forward to working here in Sampson County.

Presentation of Audit for Fiscal Year Ending June 20, 2021 Chairperson Lee acknowledged the upcoming birthday of Finance Officer David Clack before calling on County Manager Causey and Mr. Clack to update the Board on the status of the Audit for Fiscal Year Ending June 30, 2021. Mr. Clack informed the Board that the report was currently unavailable and called on auditor Wade Greene to give a full update. Mr. Greene apologized for the delay due to COVID-19 and anticipated the report being completed in the next few days. The presentation will be made at the February 2022 Board Meeting.

### **Item 2: Planning and Zoning Items**

Request to Rezone 8.91 Acres (of a 91.6-acre tract) located at 7170 Fayetteville Highway from Residential Agricultural (RA) to Commercial (C) Chairperson Lee called on Senior Planner Austin Brinkley who reviewed a recommendation by the Planning Board to rezone 8.91 acres of a 91.6-acre tract from Residential Agricultural to Commercial. The Planning Board voted unanimously to recommend approval of the rezoning request, finding the rezoning to be consistent with the land use plan and the Residential Growth Land Use designation. There were no questions for Mr. Brinkley. Mr. Thomas Spaulding of the Spaulding Group, who prepared the original application, made himself available to answer any questions. There were no questions from the Board or audience. Chairperson Lee called upon Joshua Palmquist of 7920 Fayetteville Hwy., who had previously signed up to speak on this matter. Mr. Palmquist did not have any specific questions regarding the rezoning. Upon a motion by Vice Chairperson Kivett and a second by Commissioner Godwin, the Board voted unanimously to approve, by resolution, the proposed rezoning of 8.91 acres of a 91.6-acre tract from Residential Agricultural to Commercial and adopt the following zoning consistency statement: *The*



*Sampson County Board of Commissioners finds the proposed rezoning to be consistent with the Residential Growth Land Use designation and to positively align with the main purpose and intent of such designation. The Sampson County Board of Commissioners finds that the rezoning request is reasonable and votes to approve the rezoning request. The Sampson County Board of Commissioners also finds the proposed rezoning to be consistent with the land use plan.*

**Item 3: Action Items**

Approval of Location for Emergency Services/Sheriff Office Storage Facility

Chairperson Lee called on County Manager Causey who asked Lin Reynolds to present his research findings. Mr. Reynolds reminded the Board that the County received state appropriations in the amount of \$3.0 million for the construction of a storage building to serve the needs of Emergency Services (\$2.0 million) and the Sheriff's Office (\$1.0 million). He has determined that the site on which the new emergency services facilities are being constructed provides adequate space to also construct the storage facility. Mr. Reynolds has reached out to the EM Director and the Sheriff, and both concur with the potential site, which is between the emergency services facilities and Sheriff's Office. With the approval of the site, the field testing, surveying, design, estimating, and bidding can commence. Vice Chairperson Kivett inquired about management and security of the building. Mr. Causey clarified that the two departments would be separated within the building and that the Sheriff's department would be given added security, as needed. Upon a motion by Chairperson Lee and a second by Commissioner Godwin, the Board voted unanimously to approve the location of the storage building.

Scheduling of Annual Planning Sessions Chairperson Lee called on County Manager Causey who explained that he would like to have budget work sessions on February 17<sup>th</sup> and February 23<sup>rd</sup>. These meeting dates coincide with availability of outside participants and previously scheduled meetings. Mr. Causey noted that he has reserved Heritage Hall at the Expo Center in order to allow adequate space for social distancing. The Board agreed upon the proposed dates.

Public Hearing - Naming of Private Road Chairperson Lee opened the Public Hearing. Assistant County Manager Susan Holder informed the Board that the County has duly advertised this public hearing to receive comments on the recommendations of the Road Naming Committee regarding the names of certain private roads. Mrs. Holder offered that the committee recommended that PVT 1834 Industrial be named Enterprise Drive. Chairperson Lee closed the public hearing. Upon a motion by Vice Chairman Kivett and a second by Commissioner Godwin, the Board voted unanimously to name the road as recommended.

Appointments - LEPC Chairperson Lee called upon Vice Chairman Kivett who moved to appoint Allen Hancock and Jim DeMay to the Local Emergency Planning Committee. Upon a second by Commissioner Wooten, the Board voted unanimously to make these appointments.

**Item 4: Consent Agenda**

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

- a. Approved the minutes of the December 6, 2021 meeting
- b. Approved the updated fire insurance district boundary maps for the Sampson County fire districts (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- c. Declared the service weapon used by retiring officer Louis High (Sig Sauer P226, serial number 47 A066299) as surplus and authorized transfer to officer
- d. Authorized execution of the Department of Aging's 2022 application for United Way funding for the Wheelchair Ramp Program (\$30,000) (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- e. Authorized execution of the Medical Services Contract between the Sampson County (Sheriff's Office) and Rodney K. Sessoms, MD; Kimberly D. Grigsby-Sessoms, MD; and Incarcerated Medical Services (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- f. Approved a late application for disabled veterans tax exclusion for William Henry Jones, Jr.
- g. Approved the tax refunds and releases as submitted

#9784	Candice Rhae Adams	\$177.19
#9782	Belinda Lowry Lee	\$178.50
#9778	William Kenneth Sutton	\$705.48
#9775	Cory Jason Muzzy	\$416.25
#9774	Johnny Patrick Millen	\$416.25
#9776	George B. Howard	\$481.50
#9781	Miguel Carbajal	\$110.88
#9779	Jerry Lucas	\$676.94
#9767	Michaela Madalina Grieser	\$123.50
#9762	Wendy Grady	\$344.76
#9761	Victor Wayne Jackson	\$105.24
Tax Release	James F. Moore, Jr.	\$209.78
Tax Release	Blythe Jordan	\$358.95
Tax Release	Nicholas Allen Jordan	\$324.40
Tax Release	Jonathan Wayne Peterson	\$257.86
Tax Release	Dallas Bell	\$388.63
Tax Release	David Baldwin	\$303.85
Tax Release	Clinton Acres, LLC	\$1,913.65
Tax Release	Transource, Inc.	\$6,787.33

- h. Approved budget amendments as submitted

<b><u>EXPENDITURE</u></b>		Health Department		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551560	519300	Medical Services	\$500.	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535123	408401	Donation	\$500.	
<b><u>EXPENDITURE</u></b>		Soil & Water		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
28349610	526200	Departmental Supplies	\$2,500.	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
28334961	409909	Fund Bal Appropriated State	\$2,500.	
<b><u>EXPENDITURE</u></b>		Sheriff		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100	555000	Capital Outlay Equipment	\$4,000.	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310	408900	Misc. Revenue	\$4,000.	
<b><u>EXPENDITURE</u></b>		Social Services		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13554810	568416	Water Assistance Program	\$133,882.	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535480	403316	Grant Water Assistance	\$133,882.	
<b><u>EXPENDITURE</u></b>		Social Services		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13554810	568414	LIEAP	\$73,190.	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535480	403314	LIEAP	\$73,190.	
<b><u>EXPENDITURE</u></b>		Cooperative Extension		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11449500	529900	Misc. Expenses	\$2,995.	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034950	408900	Misc. Revenue Coop Extension	\$2,995.	
<b><u>EXPENDITURE</u></b>		Aging		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558670	524100	Building Materials	\$29,558.	
02558670	544000	Contracted Services	\$15,000.	

**REVENUE**

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035867	403601 State Grant – Mid Carolina	\$44,558.	

**Item 5: Board Information**

The Board received the following items as information only:

- a. Invitation – Mid Carolina Regional Council Annual Meeting
- b. Bladen County Disengagement with Eastpointe LME-MCO

**Item 6: County Manager’s Report**

County Manager Causey clarified that although staff has a general idea of how they would like to use the state allocated funds, nothing has been specifically committed to at this time.

**Item 7: Public Comment Period**

No public comment was received, and none had been received by the Clerk prior to the meeting.

**Closed Session - GS 143-318.11 (3), Attorney Client Privilege**

Upon a motion by Chairperson Lee and a second by Vice Chairman Kivett, the Board voted unanimously to enter into Closed Session. Upon a motion by Chairperson Lee and a second by Commissioner Wooten, the board voted unanimously to come out of Closed Session.

**Adjournment**

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

\_\_\_\_\_  
Sue Lee, Chairperson

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

JAN 13 PM 01:48



# OFFICE OF THE SHERIFF

County of Sampson, NC  
112 Fontana Street, Clinton, NC 28328

## SHERIFF JIMMY THORNTON



January 12, 2022

### MEMORANDUM

To: Sampson County Board of Commissioners

From: Sheriff Jimmy Thornton

RE: Donated Property – 1033 Program

The Sampson County Sheriff's Office participates in a federal program known as the 1033 Program that allows for the transfer of surplus military property to law enforcement agencies. The program is on a first come-first serve basis, which does not allow for "holding" items. Once you discover an item listed in the database, you either claim it or risk losing it, which unfortunately does not accommodate pre-approval. The Sheriff's Office has been fortunate to identify several pieces of equipment that have been gently used, and will be of benefit to our organization:

- 2012 AM General Utility Truck (Humvee Style) - VIN: 172324 (Mileage 1,471)
- 2013 Ford F350 Van – VIN: 1FTSS3EL6DDA75145 (Mileage 37,183)
- 2013 Ford F350 Van – VIN: 1FTSS3EL7DDA81391 (Mileage 30,127)
- 2010 Cargo Trailer – VIN: 124500025617
- 1980 Generator/Trailer – VIN: 3934

The vehicles, trailer and generator will be beneficial to the operations of the Sheriff's Office. I would like to formally request that the Board of Commissions accept the property on behalf of the Sampson County Sheriff's Office, and allow us to obtain North Carolina registration plates and insurance. The program requires that the property be titled in the name of the receiving agency, i.e., Sampson County Sheriff's Office.

I would like to thank you in advance for your consideration and assistance. If I can provide any additional information, please do not hesitate to ask.

cc: Ed Causey  
Susan Holder  
David Clack  
file

JAN 13 2022



# OFFICE OF THE SHERIFF

County of Sampson, NC  
112 Fontana Street, Clinton, NC 28328

## SHERIFF JIMMY THORNTON



January 12, 2022

### MEMORANDUM

To: Sampson County Board of Commissioners

From: Sheriff Jimmy Thornton

RE: Donated Property – Radar Trailer

Mr. Gregory C. Warren, has generously donated a gently used MPH radar trailer with speed display board to be used by the Sheriff's Office. The trailer can be set up in areas with speeding complaints to help warn motorists. I would like to formally request that the Board of Commissions accept the property on behalf of the Sampson County Sheriff's Office, and allow us to obtain North Carolina registration plates and insurance.

- MPH Radar Trailer – VIN: MPH5239924JLPC115

I would like to thank you in advance for your consideration and assistance. If I can provide any additional information, please do not hesitate to ask.

cc: Ed Causey  
Susan Holder  
David Clack  
file



***Sampson County Finance Department***  
*David K. Clack, Finance Officer*

***MEMORANDUM***

**TO:** Board of Commissioners

**FROM:** David K. Clack, Finance Officer

**DATE:** January 31, 2022

**SUBJECT:** Surplus Weapons and Authorize Sale

The Sheriff's Department has several weapons that have should be upgraded because they have reached the end of their life expectancy. The list of 20 weapons is below.

They would like to trade the weapons in for credit to purchase new weapons. We respectfully recommend that the Board declare the weapons as surplus and authorize the department to trade them in for credit on the purchase of new weapons.

Description of Equipment Property	# of Units	ID # (s)
Smith and Wesson MP Shield 9mm for law enforcement credit trade for weapon upgrades due to end of life expectancy for law enforcement use.	20	HML2404
		HML1497
		HML1468
		HML2458
		HMK6459
		HMK6481
		HML2429
		HML1194
		HML1518
		HML1501
		HML1488
		HML1337
		HML1459
		HML1500
		HML1331
		HML1341
		HML1461
		HMK6474
		HML2405
		HMK6722

# 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:** BID AWARD FOR PIPE/SUPPLIES PURCHASE  
**DATE:** 1/13/2022  
**CC:**



---

The Public Works Department would like to reject the bid previously awarded to Core & Main, LP on December 6, 2021 due to escalating material costs and lack of delivery date. Core & Main, LL, low bidder, has informed us that they cannot honor the price previously given on their bid form. At this time, due to the supply chain issues, we wish to reject all bids. We will pursue an alternate course of action.



## **M E M O R A N D U M :**

**TO:** Susan Holder

**FROM:** Rick Sauer, Emergency Services Director

**DATE:** January 7, 2022

**SUBJECT:** **North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement**

North Carolina Emergency Management has established a method of receiving and providing mutual aid and assistance when local and regional resources are overwhelmed. This system includes requesting available and additional resources, which include personnel, equipment, facilities, services, and supplies, that may be required in the event of a natural or man-made disaster. The purpose of the agreement is to reduce vulnerability of people and property.

This agreement, if approved, would provide the legal basis for Sampson County to receive additional resources in our time of need, but also allow us to provide assistance to our neighbors with the resources they may be required during emergencies as long as the requests for resources do not negatively impact our ability provide services in Sampson County. I respectfully request this to be added to the consent agenda for the Board of Commissioners next meeting.



# NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT REVISION -2021

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FOR THE

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters;

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;
4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

THEREFORE, pursuant to G.S. 166A-19.72, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

**SECTION I. DEFINITIONS**

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" includes personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident.

"Emergency Area" The geographical area covered by a state of emergency.

"Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15.

"Party" means a governmental entity which has adopted and executed this Agreement.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

**SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

**SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE**

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a emergency and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of local state of emergency under G.S. 166A-19.22, and a completed form describing recipient's projected needs in light of the emergency. All requests for mutual aid and assistance shall be transmitted by the party's *Authorized Representative* or to the *Coordinator of the Local Agency* as set forth below.

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: Recipient shall set forth requests as follows:

(i) REQUESTS ROUTED THROUGH THE RECIPIENT'S LOCAL AGENCY: Recipient may directly contact the Local Agency, in which case it shall provide the Local Agency with the information in paragraph B of this Section (Section III). The Local Agency shall then contact other parties on behalf of Recipient to coordinate the provision of mutual aid and assistance. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to Section VII of this Agreement.

(ii) REQUESTS MADE DIRECTLY TO PROVIDER: Recipient may directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section III). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement. Provider and Recipient shall be responsible for keeping Local Agencies advised of the status of response activities, in a timely manner.

(iii) RECORD OF REQUESTS TO BE PROVIDED: A record of the request for assistance shall be provided by the Recipient to the Director of the Division of Emergency Management in the NC Department of Public Safety, in a timely manner.

B. REQUIRED INFORMATION: Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. Emergency Area and Status: A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is imminent, in progress, or has already occurred) and of the damage sustained to date;
2. Services: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
3. Infrastructure Systems: Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;
4. Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. Provider's Traveling Employee Needs--Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.
6. Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and
7. Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. STATE AND FEDERAL ASSISTANCE: Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Agency.

**SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

When contacted by the Recipient/Local Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the

Recipient/Local Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Agency, the Local Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

#### **SECTION V. SUPERVISION AND CONTROL**

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor. As soon as practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
2. Maintain daily personnel time records, material records, and a log of equipment hours;
3. Report work progress to Recipient at mutually agreed upon intervals.

#### **SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

#### **SECTION VII. REIMBURSEMENTS**

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition.

At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

B. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and

supplies, which shall be included in the equipment rate established in subsection B of this section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

C. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 and applicable Office of Management and Budget (OMB) Circulars.

D. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. part 206. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

E. Contracting – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

#### **SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES**

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

#### **SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective



employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

**SECTION X. IMMUNITY**

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

**SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY**

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement. Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

**SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT**

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

**SECTION XIII. AMENDMENTS**

Manner-- This Agreement may be modified at any time upon the mutual written consent of

the Recipient and Provider.

Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

**SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

**SECTION XV. HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

**SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

**SECTION XVII. EFFECTIVE DATE**

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF PUBLIC SAFETY

BY:

Eddie M. Buffalo, Jr.  
Secretary Department of  
Public Safety Date:

BY:

William C. Ray, Director Division of  
Emergency Management Date:

BY: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Chief Executive Officer/Local Government  
Name:  
Title:  
Name of Unit:  
Date:

APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel  
Department of Public Safety  
Date:



## LIST OF AUTHORIZED REPRESENTATIVES TO CONTACT FOR EMERGENCY ASSISTANCE

---

FOR THE

MAILING ADDRESS:

DATE:

### PRIMARY REPRESENTATIVE

---

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

### FIRST ALTERNATE REPRESENTATIVE

---

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

### SECOND ALTERNATE REPRESENTATIVE

---

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

**Contract #53 Fiscal Year Begins January 24, 2022 Ends June 30, 2022  
Temporary Social Work Staff**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Allies4Outcomes (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 85-1300846 and DUNS Number 073849460 (required if funding from a federal funding source).

- 1. Contract Documents:** This Contract consists of the following documents:
- (1) This contract
  - (2) The General Terms and Conditions (Attachment A)
  - (3) The Scope of Work, description of services, and rate (Attachment B)
  - (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
  - (5) Conflict of Interest (Attachment D)
  - (6) No Overdue Taxes (Attachment E)
  - (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
  - (8) Federal Certification Regarding Lobbying (Attachment G)
  - (9) Federal Certification Regarding Debarment (Attachment H)
  - (10) HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
  - (11) Certification of Transportation (Attachment J)
  - (12) State Certification (Attachment M)
  - (13) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
  - (14) Vanguard Temporary Staffing Agreement
  - (15) Contract Determination Questionnaire (required)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

- 2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

- 3. Effective Period:** This contract shall be effective on January 24, 2022 and shall terminate on June 30, 2022. This contract must be twelve months or less.

- 4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

- 5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$78,200.00. This amount consists of \$58,650.00 in Federal funds (CFDA #93.667), \$.00 in State Funds, \$19,550.00 in County funds

- a. There are no matching requirements from the Contractor.
- b. The Contractor's matching requirement is \$ \_\_\_\_\_, which shall consist of:
- |   |  |
|---|--|
| <input type="checkbox"/> In-kind          | <input type="checkbox"/> Cash                |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$50,000.00.

- 6. Reversion of Funds:**  
Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

**7. Reporting Requirements:**

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**8. Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

- 9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract 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, fax 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 timely written notice to the other Party.

**For the County:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Lynn S.Fields, Interim Director	Name & Title	Lynn S.Fields, Interim Director
County	Sampson	County	Sampson
Mailing Address	380 County Complex Rd, Suite 100	Street Address	380 County Complex Rd, Suite 100
City, State, Zip	Clinton, NC 28328	City, State, Zip	Clinton, NC 28328
Telephone	910-592-7131		
Fax	910-592-3783		
Email	lynn.fields@sampsondss.net		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Angela Pittman-Vanderwelde,CEO	Name & Title	Angela Pittman-Vanderwelde, CEO
Company Name	Allies4Outcomes	Company Name	Allies4Outcomes
Mailing Address	879 Lost Cove Rd	Mailing Address	879 Lost Cove Rd
City State Zip	Clyde, NC 28721	City State Zip	Clyde, NC 28721
Telephone	828-713-1400		
Fax			
Email	angela@allies4outcomes.com		

**10. Supplementaton of Expenditure of Public Funds:**

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

**11. Disbursements:**

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date

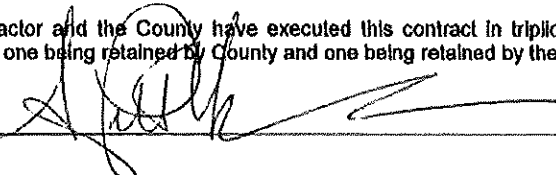
- Adequacy of documentation supporting payment
- Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

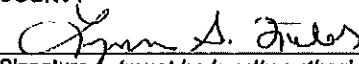
**12. Outsourcing to Other Countries:**  
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

**13. Federal Certifications:**  
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

**14. Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in triplicate originals, with one original being retained by Contractor one being retained by County and one being retained by the County Finance Officer.

 01/21/22  
 \_\_\_\_\_  
 Signature Date  
 Angela Pfitman-Vanderweide CEO  
 Printed Name Title

**COUNTY**  
 1-19-2022  
 \_\_\_\_\_  
 Signature (must be legally authorized to sign contracts for DSS) Date  
 Lynn S. Fields DSS Interim Director  
 Printed Name Title

\_\_\_\_\_  
 Signature (must be legally authorized to sign contracts for County) Date  
 Edwin W. Causey County Manager  
 Printed Name Title

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

\_\_\_\_\_  
 Signature Date  
 David K. Clack, Finance Director



**Attachment A  
General Terms and Conditions**

**Relationships of the Parties**

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

**Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this contract 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 contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. 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 County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

**Indemnity and Insurance**

**Indemnification:** The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

**Insurance:** During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
  - (a) owned by the Contractor and used in the performance of this contract;
  - (b) hired by the Contractor and used in the performance of this contract; and
  - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance



supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
  - (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
  - (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
  - (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
  - (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

**Transportation of Clients by Contractor:**

The contractor will maintain insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

**Default and Termination**

**Termination Without Cause:** The County or the Contractor may terminate this contract without cause by giving 30 days written notice to the other party.

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor 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 Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

**Waiver of Default:** Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider 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 contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

**Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

**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.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**Intellectual Property Rights Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

**Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the County 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.

#### Compliance with Applicable Laws

**Compliance with Laws:** The Contractor 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.

**Title VI, Civil Rights Compliance:** In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

**Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service

data within one (1) hour after the breach is first discovered.

- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

**Trafficking Victims Protection Act of 2000 :** The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

#### Confidentiality

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

#### Oversight

**Access to Persons and Records:** The State Auditor 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 General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation,

claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

#### Warranties and Certifications

**Date and Time Warranty:** The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

**Certification Regarding Collection of Taxes:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of 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 Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

#### E-Verify

Pursuant to G.S. 143-48.6 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)

#### Miscellaneous

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this

Contract, 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 the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract 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 contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

**Sales/Use Tax Refunds:** If eligible, the Contractor and all subcontractors 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 contract,

pursuant to 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.

**Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

**ATTACHMENT B  
SCOPE OF WORK**

**Contract #53**

**Federal Tax Id. 85-1300845**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Allies4Outcomes, LLC
2. Telephone Number: 828-713-1400 Fax Number: Email: angela@allies4outcomes.com
3. Name of Program (s): Child Welfare Social Worker
4. Status:  Public  Private, Not for Profit  Private, For Profit
5. Contractor's Financial Reporting Year January through December

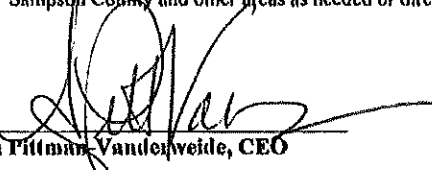
**B. Explanation of Services to be provided and to whom (include SIS Service Code):**  
Social worker duties as specified in the addendum signed by the temporary employee.

**C. Rate per unit of Service (define the unit):**  
Negotiated County Rate – up to \$40.00 per hour

**D. Number of units to be provided:**  
No more than 1,955 hours within contract period

**E. Details of Billing process and Time Frames;**  
Contractor will bi-weekly invoice for services rendered and Agency agrees to pay the invoice in full within thirty days of receipt.

**F. Area to be served/Delivery site(s):**  
Sampson County and other areas as needed or directed by the agency - To Be Determined by the client's place of residence.

  
\_\_\_\_\_  
Angela Pittman Vanderweide, CEO

  
\_\_\_\_\_  
Lynu S. Fields, Interim Director

01/21/22  
\_\_\_\_\_  
Date

1/14/2022  
\_\_\_\_\_  
Date

**ATTACHMENT C**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
AND CERTIFICATION REGARDING NONDISCRIMINATION**

Sampson County Department of Social Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - B. Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - C. Making it a requirement that each employee engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
  - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
  - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

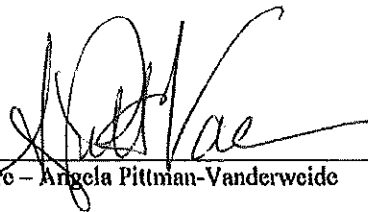
- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:  
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina as deemed necessary.

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment  
45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

**Certification Regarding Nondiscrimination**

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

  
\_\_\_\_\_  
Signature – Angela Pittman-Vanderweide                      CEO                      Title

Allies4Outcomes LLC                      01/21/22  
Agency/Organization                      Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT D

### Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the

circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

- G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:
1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
  2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Allies4Outcomes LLC  
Name of Organization

[Signature]  
Signature - Angela Pittman-Vanderwelde, CEO

1/21/22  
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Haywood

I, Elizabeth M. Chapman, Notary Public for said County and State, certify that Angela Pittman-Vanderwelde personally appeared before me this day and acknowledged that he/she is CEO of Allies4Outcomes, LLC. and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 21<sup>st</sup> day of January, 2022. one

Sworn to and subscribed before me this 21<sup>st</sup> day of January, 2022.



[Signature]  
Notary Public Signature

My Commission expires 2/21, 2021



**ATTACHMENT E  
NO OVERDUE TAX DEBTS**

**ALLIES4OUTCOMES, LLC**  
879 Lost Cove Rd  
Clyde, NC 28721  
(828)-713-1400

January 24, 2022

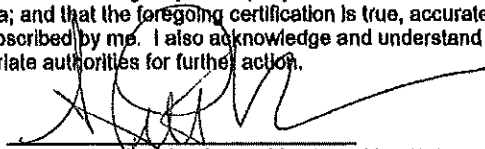
To: Sampson County Department of Social Services

**Certification:**

I certify that Allies4Outcomes, LLC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

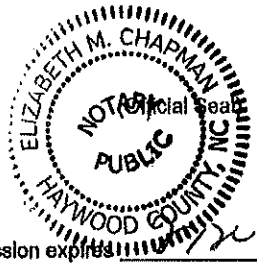
**Sworn Statement:**

Susan D. Parker being duly sworn, say that I am the CEO of Allies4Outcomes, LLC in Clyde, NC in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of Federal/State funds will be reported to the appropriate authorities for further action.



Signature – Angela Pittman-Vanderweide, CEO

Sworn to and subscribed before me on the day of the date of said certification.



Notary Public Signature

My Commission expires \_\_\_\_\_, 2021



## Attachment G

### Certification Regarding Lobbying

Sampson County Department of Social Services

#### Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

#### Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:  
**Paragraph B.**

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

**Paragraph C.**

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

Signature – Angela Pittman-Vanderweide

Allies4Outcomes, LLC  
Agency/Organization

CEO

Title

Date

01/21/22

**ATTACHMENT H**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

Sampson County Department of Social Services

Instructions for Certification

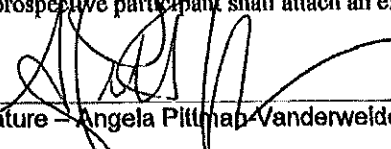
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

  
\_\_\_\_\_  
Signature - Angela Pittman Vanderweide

\_\_\_\_\_  
CRO Title

\_\_\_\_\_  
Allies4Outcomes, LLC  
Agency/Organization

\_\_\_\_\_  
01/21/22  
Date

**ATTACHMENT I**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUSINESS ASSOCIATE ADDENDUM**

Sampson County Department of Social Services

This Agreement is made effective the 24<sup>TH</sup> DAY OF JANUARY, 2022, by and between Sampson County Department of Social Services ("Covered Entity") and Allies4Outcomes, LLC. ("Business Associate") (collectively the "Parties").

**1. BACKGROUND**

- a. Covered Entity and Business Associate are parties to a contract entitled Temporary Social Work Staff (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Sampson County as the Sampson County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

**2. DEFINITIONS**

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

**3. OBLIGATIONS OF BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Sampson County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Sampson County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

**4. PERMITTED USES AND DISCLOSURES**

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
  - 1) would not violate the Privacy Rule if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the



proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

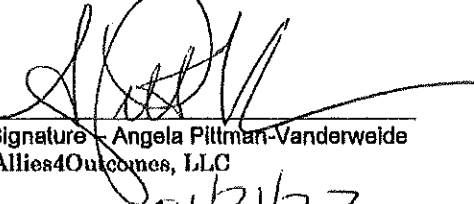
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
  - 1) disclosures are Required By Law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

#### 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
  - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
  - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**6. GENERAL TERMS AND CONDITIONS**

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURE:   
Signature Angela Pittman-Vanderweide  
Allies4Outcomes, LLC  
Date: 01/21/22

Attachment M

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statute and of the Executive Order can be found online at:

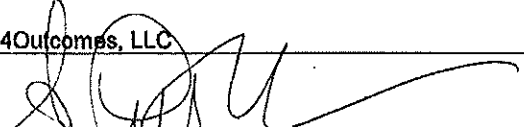
- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.nsf?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
  - The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
  - The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)  
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:  
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "Ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
  - (b) [check one of the following boxes]
    - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
    - The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
  - (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class 1 felony.

Allies4Outcomes, LLC

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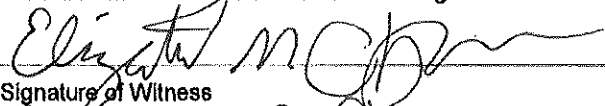
  
Signature of Contractor's Authorized Agent

01/21/22  
Date

Angela Pitman-Vanderweide  
Printed Name of Contractor's Authorized Agent

CEO  
Title

---

  
Signature of Witness

Witness  
Title

Elizabeth M. Chapman  
Printed Name of Witness

1/21/2022  
Date

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

**ATTACHMENT N**

Sampson County Department of Social Services/Human Services

**CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT**

**Certification Regarding Nondiscrimination**

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1688), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

**The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 80):** The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

**Meaningful Access for LEP Individuals:** The Contractor that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

**The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served.** This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

**Ensuring Equal Opportunity Access for Persons with Disabilities:** The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a

disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.


**IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)**

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. (42 U.S.C. 7606)

**V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)**

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

- (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
  - e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
  - f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
  - g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

  
\_\_\_\_\_  
Signature - Angela Rittman-Vanderweide  
\_\_\_\_\_  
Allies4Outcomes, LLC  
Agency/Organization

\_\_\_\_\_  
CEO Title  
01/21/22  
Date

(Federal Certification-Non-Discrimination, Clean Air, Clean Water) (01/2018)

NORTH CAROLINA

ALLIES4OUTCOMES, LLC  
LEADERSHIP DEVELOPMENT AND  
CONSULTING SERVICES AGREEMENT

HAYWOOD COUNTY

11.13

THIS AGREEMENT, made and entered into on the date hereinafter stated, by and between ALLIES4OUTCOMES, LLC, a North Carolina corporation, with its principal office and place of business in Clyde, Haywood County, North Carolina, hereinafter called "Service Provider"; and SAMPSON COUNTY DSS, with its principal office and place of business in CLINTON, SAMPSON County, North Carolina, hereinafter called "Agency".

WITNESSETH:

WHEREAS, the Service Provider is a North Carolina corporation, having as its principal business the providing of temporary staffing and consultation services to human services agencies throughout North Carolina;

WHEREAS, the Service Provider employs individuals with varying degrees of experience who are able to provide staffing and consultation services to the Agency;

WHEREAS, the Agency, from time to time, is in need of the various services provided by the Service Provider, including staffing, payroll, consultation, or other developed services

WHEREAS, it is the intent of both the Service Provider and the Agency by this Agreement to set forth its terms and conditions.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and conditions hereinafter set forth, the adequacy and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1.0 Staffing.

- a) Agency Employs Service Provider. The Agency hereby employs the Service Provider to provide temporary staffing, specialty staffing, consultation, payroll, or other services to its human services agency by making qualified staff available to the Agency. The Service Provider accepts such employment, agrees to provide staffing to perform such services as may be reasonably set forth from time to time by the Agency. The Agency and the Service Provider will sign an Addendum to this Agreement upon the parties agreeing to a particular service to be provided by an agreed-upon employee. The Addendum will specify the services to be rendered, the compensation to be paid, the projected time period of employment, and other pertinent information.
- b) Agency Approval. The Agency reserves the right to approve any Staff person(s) assigned by the Service Provider to perform the services that are the subject of this agreement. In the event the Agency becomes dissatisfied with a Staff person performing services pursuant to this agreement, the Service Provider shall remove that person. Agency will identify Staff Persons for payroll services.

2.0 Term. The term of this Agreement between the Agency and the Service Provider shall begin on the 24TH day of JANUARY, 2022, and shall continue until the relationship is terminated as herein provided.

3.0 Termination. The relationship between the Agency and the Service Provider shall terminate as follows:

- a) Upon thirty (30) days written notice given by either party to the other;
- b) Upon the mutual written consent of both parties;
- c) Upon the liquidation of either business entity.

In the event of such termination, the Agency shall pay the Service Provider for the services actually rendered to it by the Service Provider's Staff and the Service Provider shall pay the Agency any sums due it.



- 4.0 **Compensation and Benefits.** The compensation and other benefits for each staffing, consultation, payroll, or other services contract shall be set out in a separate Addendum attached hereto that shall be executed by the Agency and the Service Provider and which is deemed incorporated herein by reference. ALL EMPLOYEES OF THE SERVICE PROVIDER (OR THOSE OF THE AGENCY WHO ARE PAYROLLED), WHO WORK MORE THAN 40 HOURS IN A WORK WEEK MUST, BY FEDERAL LAW, BE COMPENSATED BY THE AGENCY AT TIME-AND-A-HALF.
- 5.0 **Payment Terms.** The Service Provider will provide the Agency with bi-weekly invoices for services rendered, unless specified otherwise in the Addendum. The Agency agrees to pay the invoices in full within thirty (30) days of receipt.
- 6.0 **Confidentiality.**
- a) **Confidential Information of the Service Provider.** The Agency acknowledges that the Service Provider's methods of sales and service and other information of a secret or confidential nature, which is required to be maintained as such for the continued success of the Service Provider and its business is valuable special and proprietary information. It is a unique asset of the Service Provider that is collectively deemed to be a trade secret. The Agency agrees to hold in confidence and not to disclose or use for its benefit any confidential or proprietary information received from the Service Provider during the term of this Agreement and subsequent extensions and continuations thereof. This includes solicitation of employees of the Service Provider for permanent or other positions of the Agency prior to placement through the Service Provider, and sharing of resumes or names of employees of the Service Provider with other agencies seeking potential employees. All conditions for solicitation of Service Provider's employees are contained in Article 7.0 below.
- c) **Confidential Information of the Agency's Clients.** The Service Provider acknowledges that the Clients of the Agency and information relating to Clients of the Agency is confidential information under the laws of the State of North Carolina and agrees to keep such information confidential.
- 7.0 **Soliciting Service Provider Employees.** The Agency may solicit the Employee of the Service Provider to permanent employment with the Agency after 688 hours of employment per placement through the Service Provider. If the Agency desires to solicit the Employee for permanent employment prior to required time, the Agency agrees to pay the Service Provider one-third (1/3) of the remainder of the required period cost. After the required time of the employee providing services to the Agency pursuant to this agreement the Agency may employ the employee without any additional cost. The Agency is not obligated to hire into permanent status any employee of the Service Provider.
- 8.0 **Expenses, Including Travel of Employee.** The Agency agrees to pay for assigned work-related travel of an Employee of the Service Provider. Mileage rate will be at the current rate used by the Agency. Agency will reimburse the Service Provider's employee directly, unless otherwise stated in the Addendum. (If Agency desires for Service Provider to pay travel and other related expenses to Employee and bill the Agency, an additional administrative fee of 20% will be added to the total mileage invoiced amount.) In addition, the Agency will pay such other business expenses as agreed upon by the Service Provider and the Agency at the time of the execution of their Addendum.
- 9.0 **Supplies and Facilities.** The Agency shall provide the Service Provider's staff with adequate supplies, facilities, and other services suitable to their position and adequate for the performance of their duties. The Agency acknowledges that the majority of the services to be rendered will be provided at the Agency's place of business.
- 10.0 **Supervision.** The Agency shall provide the Service Provider's staff with adequate instruction and supervision on a day-to-day basis, and is responsible for monitoring performance for compliance with Agency work standards.
- 11.0 **Independent Contractual Relationship.** The parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither party shall be considered to be the agent,

master or servant of the other party for any purpose, and that neither has any general authority to enter into any contract, to assume any obligations or to make any warranties or representations on behalf of the other. Further, nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer employee, or a joint venture relationship between the Agency and the Service Provider. As an independent contractor, the Service Provider agrees that neither it nor its employees are employee(s) of the Agency, that the Agency is not required to provide the Service Provider or its employees with worker's compensation insurance or any other insurance coverage or benefits, and that the Service Provider is responsible for all federal and state income, Social Security, Medicare, unemployment and disability taxes for its employees. EXCEPTION: Payrolled employees are temporary employees of the Agency, and are identified as such in the Addendum to this contractual agreement.

- 12.0 **Insurance.** The Service Provider agrees to maintain and not terminate all required insurance throughout the contract period.
- 13.0 **Indemnification.** The Agency and the Service Provider agree to hold each other harmless from and against any and all claims, demand, liabilities, suits, actions, losses, damages, costs, expenses and reasonable attorney's fees arising from the other party's negligent performance or breach of its obligations under this Agreement.
- 14.0 **Miscellaneous.**
  - a) **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the provisions hereof, and the Agreement shall be construed in all respects as if such invalid or enforceable provision were omitted.
  - b) **Governing Law.** The Contract shall be subject to and governed by the laws of the State of North Carolina.
  - c) **Amendments.** The Agreement may not be amended, added to, or changed except by written agreement signed by the Agency and the Service Provider.
  - d) **Assignment.** Neither this Contract nor any rights or obligations created therein shall be assigned by the Agency without the express written consent of the Service Provider.
  - e) **Notices.** All notices provided for herein shall be in writing and served upon the parties at the then-current mailing address for each party.
  - f) **Non-Exclusive.** Both parties agree that this agreement is non-exclusive in that each party shall have the right to provide services to other entities and receive services from other entities.
  - g) **Employment.** We are an Equal Employment Opportunity Employer.

IN WITNESS WHEREOF, the Agency and the Service Provider caused this Agreement to be signed in the name by its officers duly authorized to do so.

ALLIES4OUTCOMES, LLC

By: [Signature]  
CEO

01/21/22  
Date

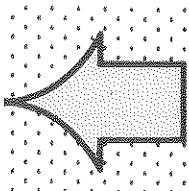
AGENCY: SAMPSON COUNTY DSS

By: [Signature]  
Interim Director - Lynn S. Fields

1/29/2022  
Date

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

\_\_\_\_\_  
(Signature of Finance Officer)



CONTRACT PROVIDER NAME: Allies4Outcomes LLC

CONTRACT NUMBER: 53

CONTRACT PERIOD: January 24, 2022- June 30, 2022

PROVIDER'S FISCAL YEAR: January - December

**CONTRACT DETERMINATION QUESTIONNAIRE  
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
<b>TOTAL</b>	<b>0</b>	<b>70</b>

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

  
Signature of County Authorized Person

1-25-2022  
DATE

  
Signature of Authorized Administrative Individual

01-24-2022  
DATE

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF SAMPSON

**THIS LEASE AGREEMENT** (“Agreement”) is made and entered into effective the 7<sup>th</sup> day of February, 2022 by and between **SAMPSON COUNTY** (the “County”), a body corporate and politic and a political subdivision of the State of North Carolina with a principal office located at 406 County Complex Road, Building C, Suite 110, Clinton, North Carolina 28328, and **KENNETH MAC SUTTON** (“Sutton”), a natural person whose address is 2246 Indian Town Road, Clinton, North Carolina 28328. The County and Sutton may be referred to at times herein individually as a “Party” and collectively as the “Parties.”

1. **Demise and Property.** The County leases to Sutton, to occupy and use for the cultivation of crops, certain real property more particularly described as follows and hereinafter referred to as the “Leased Premises”:

Being that tract or parcel of land containing **8.86 acres**, more or less, and lying and being in North Clinton Township, Sampson County, North Carolina and being more particularly described Tract No. 2 on the survey map entitled, “Sampson County ‘Britt Property,’” and recorded in Map Book 53 at Page 77 of the Sampson County Registry, a copy of said Map being attached hereto and incorporated herein by reference.

2. **Term and Notice to Quit.** The term of this lease shall run for a period of one (1) year, to commence on February 1, 2022 (the “Commencement Date”) and terminate on January 31, 2023 (the “Termination Date”). This Agreement may not be renewed by the parties. Any subsequent agreement by the Parties for the lease of the above-described property shall require the execution of a new lease agreement. The Parties stipulate and agree that the County has hereby given Sutton notice to quit the property upon the termination of the lease term above, and no further notice to quit shall be required.
3. **Rent.** Sutton agrees and covenants to pay the County as rent the sum of \$886.00 for the Leased Premises, to be paid in one (1) lump sum upon the execution of this Agreement. In the event that Sutton fails to pay the rent within thirty (30) days of the execution of this Agreement, Sutton shall pay to the County a late charge equal to 5.0% of the amount due.
4. **Lien on Crops.** Pursuant to N.C. Gen. Stat. § 42-15, any and all crops raised on the Leased Premises shall be deemed and held to be vested in possession of the County and its assigns at all times until the rent identified herein is paid and until all the provisions set forth in this Agreement have been performed by Sutton or damages in lieu thereof have been paid to the County by Sutton to the County’s satisfaction. This lien shall be preferred to all other liens, and the County and its assigns shall be entitled, against Sutton or his assigns who remove(s) the crop or any part thereof from the Leased Premises without the consent of the County or its

assigns or any other person who may get possession of said crop or any part thereof to the remedies given in an action upon a claim for delivery of personal property.

The provisions of Section 4 of this Agreement shall survive termination or expiration of hereof, regardless of the cause giving rise to termination or expiration

5. **Permitted Uses.** The Leased Premises is to be used by Sutton only for the cultivation of crops, excluding hemp.

6. **Prohibited Uses.**

6.1 Sutton and any person or entity acting on Sutton's behalf shall not, without the prior written consent of the County, add fencing, hoop houses, pens, barns, or other structures or alterations to the Leased Premises. The specific location of any proposed fencing, structure, or alteration must be approved by the County in writing. Any fencing, structure, or alteration constructed on or made to the Leased Premises shall remain the property of the County upon the termination of this Agreement.

6.2 Sutton and any person or entity acting on Sutton's behalf shall not improperly use or install any Hazardous Material on the Leased Premises; violate any Environmental Laws relating to or affecting the Leased Premises; use the Leased Premises to generate, manufacture, transport, treat, store, handle, dispose, or process Hazardous Materials; cause or permit the improper installation of Hazardous Materials on the Leased Premises or a release of Hazardous Materials on the Leased Premises; and shall at all times comply with an ensure compliance by all parties with all applicable Environmental Laws.

"Hazardous Materials", as used herein, shall include, but shall not be limited to, any chemical, material, substance or other matter of any kind whatsoever which is prohibited, limited, or regulated by any federal, state, county, regional, or local authority or legislation, regulation, or order, including, without limitation, the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the regulations promulgated from time to time thereunder, environmental laws administered by the Environmental Protection Agency and laws, regulations, and orders of the State of North Carolina, the North Carolina Department of Environmental Quality, or any other governmental organization or agency having jurisdiction over the Leased Premises.

"Environmental Laws", as used herein, shall mean, all federal, state, and local laws, regulations, and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations, and all common law concerning public health and

safety, worker health and safety, pollution, or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, exposure to, or cleanup of any Hazardous Materials.

The provisions of Section 6 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration

**7. Covenants.**

7.1 County Covenants. The County covenants to allow Sutton full use of the Leased Premises for the Permitted Uses beginning on the Commencement Date and ending on the Termination Date.

7.2 Sutton Covenants. Sutton covenants as follows:

- a. To comply with all the terms and provisions of this Agreement;
- b. To pay all amounts payable to the County hereunder;
- c. To use the Leased Premises only for the Permitted Uses or any purpose for which the County gives written permission;
- d. Never to use the Leased Premises for any Prohibited Uses;
- e. To comply with all present and future laws, regulations, and orders relating to the occupation and use of the Leased Premises;
- f. To comply with all federal, state, and local laws, regulations, ordinances, decrees, and rulings in connection with the use of the Leased Premises and any activities conducted thereon;
- g. To permit the County to enter the Leased Premises at any time outside normal business hours in case of an emergency and otherwise during normal business hours where such will not unreasonably disturb or interfere with Sutton's use of the Leased Premises or operation of its business, to examine, inspect, survey, or test the Leased Premises, exhibit the Leased Premises to prospective lessees or purchasers, and for any other reasonable purpose.

The provisions of Section 7.2 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration.

8. **Taxes.** Sutton shall not be responsible for any *ad valorem* real property taxes owed on the Leased Premises.
9. **Utilities.** The Parties stipulate and agree that Sutton's use of the Leased Premises will not require the use of electricity or other utility services.
10. **Care and Surrender of the Leased Premises.** Sutton shall commit no waste on the Leased Premises. Upon any termination of this Agreement, Sutton shall surrender possession of the Leased Premises, without notice, in as good condition as at the Commencement Date, reasonable wear and tear and casualty beyond Sutton's control being excepted. Sutton shall be responsible for any environmental clean-up required by the proper authorities, which contamination resulted from Sutton's activities.

The provisions of Section 10 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration.

11. **Entry by the County.** The County, its agents, and representatives may, at any reasonable time, enter the Leased Premises for the purpose of inspecting, examining, and repairing the property, surveying, or conducting testing on the Leased Premises; provided, however, that, in so doing, the County, its agents and representatives will endeavor to avoid interfering with the use and occupancy of the Leased Premises by Sutton.
12. **Indemnity.** Sutton shall indemnify the County and its employees, officers, elected officials, and agents against, and hold the same harmless from, all claims, demands, and/or causes of action, including, without limitation, all reasonable expenses of the County incident to such proceedings, for injury to, or death of any person, or loss of, or damage to, any property, where such claims, demands, and/or causes of action are not caused by the negligence, omission, intentional act or breach of contractual duty of or by the County or its employees. Sutton's agreement to indemnify the County must include, but not be limited to, all claims, demands, and/or causes of action, including all reasonable expenses of the County, arising from any Hazardous Material or other waste generated by Sutton.

The provisions of Section 12 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration.

13. **Liens.** Sutton must keep the Leased Premises free from any liens arising from any labor performed by or on behalf of, or materials furnished to Sutton, or other obligations incident to his use or occupancy. If any lien attaches, and the same is not released by payment, bond, or otherwise, within twenty (20) days after the County notifies Sutton thereof, the County has the option to discharge the same and terminate Sutton's lease, and Sutton shall reimburse the County within thirty (30) days of notification by the County.

The provisions of Section 13 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration.

14. **Insurance.** Sutton shall obtain and keep in effect general liability insurance against any and all claims for personal injury or property damage occurring in or upon the Leased Premises during the term of the Agreement. Sutton shall also be responsible for obtaining insurance on any crops cultivated on the Leased Premises.
15. **Fire and Casualty.** The County shall not be responsible for any damage to the crops or other property of Sutton that may be caused by fire or other casualty. In the event that the Leased Premises is rendered totally or partially untenable by fire or casualty, the County shall be under no obligation to repair or restore the Leased Premises.
16. **Assignment and Subletting.** Sutton may not assign or sublet this Agreement without the County's written consent, which may be withheld in the County's sole discretion.
17. **Minerals.** Nothing in this Lease confers upon Sutton the right to any minerals or other resources underlying the Leased Premises.
18. **Forfeiture for Noncompliance.** If Sutton shall neglect to perform any matter or thing herein agreed to be done and performed by Sutton, and shall remain in default thereof for a period of thirty (30) days after actual notice from the County calling attention to such default, the County may declare Sutton's lease terminated and canceled and take possession of the Leased Premises without prejudice to any other legal remedy the County may have on account of such default. In the event that the County shall have to institute a suit to collect any unpaid rent due under this Agreement, the County shall be entitled to recover a reasonable attorney's fee which shall be not more than fifteen (15%) percent of the rent so recovered by the County from Sutton or any guarantor of this Agreement.
19. **Bankruptcy and Insolvency.** It is expressly agreed that if at any time during the term of this Agreement, Sutton should be adjudged bankrupt or insolvent by a court of competent jurisdiction, the County may at its option declare this Agreement terminated and canceled and take possession of the leased premises.
20. **Non-Waiver.** No prior indulgence, waiver, election or non-election by the County under this Agreement shall effect the County's right to declare a breach of this Agreement in the future or effect Sutton's duties and liabilities hereunder.
21. **Binding Nature.** The terms, covenants, agreements, conditions and undertakings contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors in interest and assigns of the Parties.



22. **Entire Agreement, Modification, and Severability.** This Agreement, its Exhibits, and any Addenda contain the entire agreement between the Parties, and no representations, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Agreement will alter the covenants, agreements and undertakings set forth herein. This Agreement shall not be modified in any manner, except by an instrument in writing executed by the Parties. If any term or provision of this Agreement or its application to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, is not affected and each term and provision of this Agreement is valid and be enforceable to the fullest extent permitted by law.
23. **Relationship of the Parties.** It is stipulated and agreed that this Agreement shall not be construed as creating any partnership or other relationship between the parties other than that of landlord and tenant. Sutton shall assume all legal and financial responsibility for taxes (other than *ad valorem* real property taxes on the Leased Premises), FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime and other expenses and agrees to indemnify, save and hold the County, its elected officials, officers, agents, and employees harmless from and against any and all losses, costs (including attorney's fees), and damage of any kind related to such matters.
- The provisions of Section 23 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration.
24. **Choice of Law and Forum Selection.** This Agreement shall be governed by and construed under the laws of the State of North Carolina. The exclusive venue for any litigation arising out of this Agreement shall be in the General Court of Justice of Sampson County, North Carolina.
- The provisions of Section 24 of this Agreement shall survive termination or expiration of this Agreement, regardless of the cause giving rise to termination or expiration.
25. **Headings.** The headings in this Agreement are for ease of reference only and shall not affect the interpretation of the provisions hereof.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

**LANDLORD**

SAMPSON COUNTY

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

ATTEST:

\_\_\_\_\_  
Susan J. Holder,  
Clerk to the Sampson County Board of Commissioners

**TENANT**

\_\_\_\_\_  
Kenneth Mac Sutton

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

**09810**

**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 William Henry Jones Jr in Dismal Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>414.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>414.00</u>

These taxes were assessed through clerical error as follows.

DV - BOC Approved

601	County Tax	<u>371.25</u>
	School Tax	_____
	Fire Tax	<u>42.75</u>
	City Tax	_____
	TOTAL \$	<u>414.00</u>

Tax Parcel 02015858604 F21

Location: 300 Faircloth Bridge Rd  
STEDMAN, NC 28391

Mailing Address.

William Henry Jones Jr  
300 Faircloth BRIDGE ROAD  
STEDMAN, NC. 28391

Yours very truly

William Henry Jones Jr  
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

09818

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 Donnie Bradsher Jr.  
\_\_\_\_\_ in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2021	\$ 372.78
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 372.78

Bill # 0057643171  
Plate # X56383  
2020 Ford Super Duty truck  
Vehicle sold  
Tag Surre.

These taxes were assessed through clerical error as follows.

60<sup>2</sup> County Tax 332.48  
School Tax \_\_\_\_\_  
72<sup>3</sup> Fire Tax 40.30  
City Tax \_\_\_\_\_  
TOTAL \$ 372.78

Yours very truly  
Donnie Bradsher Jr.  
Taxpayer

Mailing Address.  
Donnie Bradsher Jr.  
3080 Moseley Ave  
Clinton, NC 28328

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

09813

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 Robert Hudson in Mingo Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>103.42</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 103.42

These taxes were assessed through clerical error as follows.

0059919822 2020 0000 0000 00  
RAX 3103  
Tag turned in

2013 Cadi  
Vehicle Sold

602 County Tax 93.25  
 School Tax \_\_\_\_\_  
 F06 Fire Tax 10.17  
 City Tax \_\_\_\_\_  
 TOTAL \$ 103.42

Yours very truly

Jim Johnson  
Taxpayer

Mailing Address.

Joseph Robert Hudson  
230 LAMBERT LN.  
DUNN, N.C. 28734

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

09799

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 Clinton Truck & Tractor in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>259.40</u>
<u>2020</u>	\$ <u>223.85</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u># 483.25</u>

These taxes were assessed through clerical error as follows.

Bill # 10052155728  
Bill # 2-0052492401  
Plate # 1 FDY920Z  
Plate # 2 T&N4780  
① - 2018 GMC Truck  
② 2020 GMC Truck  
Vehicles Sold.  
Tags Surre.

60 <sup>2</sup> County Tax	<u>291.01</u>
501 School Tax	<u>51.14</u>
Fire Tax	_____
00 <sup>2</sup> City Tax	<u>141.10</u>
TOTAL \$	<u>483.25</u>

Mailing Address.

Clinton Truck & Tractor  
105 Inverness Drive  
Clinton NC 28328

Yours very truly  
Clinton Truck & Tractor Co. Inc  
Taxpayer  
Jim Johnson Pres.

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

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

Jim Johnson  
Sampson County Tax Administrator

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

**09802**

**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 Christine Carter Matthews in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>149.09</u>
TOTAL REFUND	\$ <u>149.09</u>

These taxes were assessed through clerical error as follows.

Bill # 0050 333 411  
Plate # BMY 6174  
2019 Nissan Pathfinder  
Vehicle totaled  
Tag Surr.

602 County Tax 132.97  
 F23 School Tax \_\_\_\_\_  
 Fire Tax 16.12  
 City Tax \_\_\_\_\_  
 TOTAL \$ 149.09

Mailing Address.

Christine Matthews  
115 Hamtown Greens Ln  
Clinton NC, 28328

Yours very truly

Christine Carter Matthews  
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

09794

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 Sherri Jackson Bastic  
\_\_\_\_\_ in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>58.67</u>
<u>2020</u>	\$ <u>89.48</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>148.15</u>

These taxes were assessed through clerical error as follows.

0020715941 2020 2020 0000 00  
EE7586  
Tag turned in, Sold  
2015 Chev Silverado TK  
0030194797 2020 2020 0000 00  
DM28868  
Tag turned in, Sold  
2016 Jeep Wrangler

G02 County Tax 52.90 / 80.68 = 133.58  
School Tax \_\_\_\_\_  
F20 Fire Tax 5.77 / 8.80 14.57  
City Tax \_\_\_\_\_  
TOTAL \$ 58.67 / 89.48 148.15

Mailing Address.

Sherri Jackson Bastic  
101 IRVIN ROAD  
AUTRYVILLE NC 28318

Yours very truly

Sherri J. Bastic  
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

**09786**

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

YEAR	
<u>2021</u>	\$ <u>162.07</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>162.07</u>

These taxes were assessed through clerical error as follows.

Bill # 0048896961  
Plate # EHT4761  
Plate Turn In - Sold  
2015 FORD TK

602 County Tax 162.07  
School Tax \_\_\_\_\_  
Fire Tax \_\_\_\_\_  
City Tax \_\_\_\_\_  
TOTAL \$ 162.07

Yours very truly

Jim Johnson  
Taxpayer

Mailing Address.

2121 Charles Newland Rd  
Dillon N.C 28334

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

09797

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 O.B. Tew in Dismal Township, Sampson County, for the year(s) and in the amount(s) of: 02018660701

YEAR	
<u>2020</u>	\$ <u>102.94</u>
<u>2019</u>	\$ <u>102.94</u>
<u>2018</u>	\$ <u>86.47</u>
<u>2017</u>	\$ <u>86.47</u>
	\$ _____
TOTAL REFUND	\$ <u>378.82</u>

These taxes were assessed through clerical error as follows.

Property sold in 1975 per deed 905/109 but wasn't taxed until 2014. After current owner came in and questioned why she didn't receive a bill research was done finding the deed above.

County Tax	<u>341.54</u>
School Tax	_____
Fire Tax	<u>37.28</u>
City Tax	_____
TOTAL \$	<u>378.82</u>

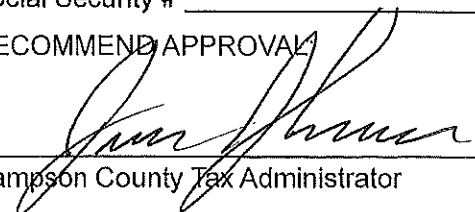
Rebill to correct owner  
Yours very truly Bobby RAY, Mary Ann Williams  
Gullie Wray  
Taxpayer

Mailing Address.

405 Fox Lake Drive  
Clinton, NC 28328

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

RECOMMEND APPROVAL



Sampson County Tax Administrator

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

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Marshall & Joan Lee in N Clinton Township, Sampson County, for the year(s) and in the amount(s) of: Parcel 15003224101

Year	<u>2021</u>	\$ <u>1097.26</u>
		\$ _____
		\$ _____
		\$ _____
		\$ _____
Total Release/Adjustment		\$ <u>1097.26</u>

<u>601-</u> County Tax	\$ <u>663.18</u>
<u>501-</u> School Tax	\$ <u>112.54</u>
Fire Tax	\$ _____
<u>CD-1</u> City Tax	\$ <u>321.54</u>
Total	\$ <u>1097.26</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Data Entry Clerk during reval (2019) put incorrect information on acct -

Taxpayer:

Marshall, Joan Lee

Tax Administrator:

[Signature]

Board Approved:

Date

Initials



**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: Sheriff Jimmy Thornton

8-Nov-21

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2021-2022

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243200-558200	CO Building Improvements	25,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-402603	Federal Assets Revenue	25,000.00	

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

Funds necessary to remodel Investigators Offices to allow for more space and privacy for interviews and other sensitive materials per regulations. Project has been discussed with county maintenance

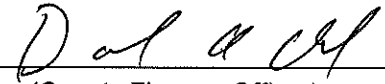


\_\_\_\_\_  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 1/27, 2022

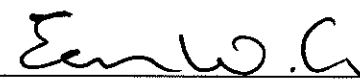


\_\_\_\_\_  
(County Finance Officer)

**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 2021-2022

1. It is requested that the budget for the Board of Elections Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141700-581000	Transfer to State agency	2,300.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999-409900	Fund balance appropriated	2,300.00	

2. Reason(s) for the above request is/are as follows:  
 To budget funds to repay unexpended grant funds from FY 20-21.

*David K. Clack*

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

*1/27/2022*

*David K. Clack*

(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

*E. W. G.*

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: Anna Ellis

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2021-2022

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243800-526200	DEPARTMENTAL SUPPLIES	1,781.00	

Date of request:

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034380-408401	Donations	1,781.00	

2. Reason(s) for the above request is/are as follows:  
To budget donations received to departmental supplies

Anna Ellis

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

1/27, 2022

D. D. Hoff

(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

Erin W. C.

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

01/20/22

FROM: Brad Hardison

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for Fiscal Year 2021-2022

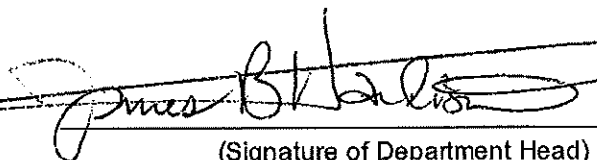
1. It is requested that the budget for the Cooperative Extension Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04449570-526200	DEPARTMENTAL SUPPLIES	300.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04034957-404012	COOPERATIVE EXT SEMINARS	300.00	

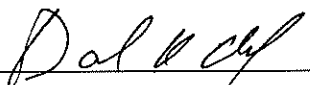
2. Reason(s) for the above request is/are as follows:

AWARDED FUNDS FROM THE NC FCS AND ECA FOUNDATION FOR NEW TRAINING PROGRAM

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

**ENDORSEMENT**

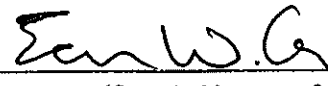
1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 1/27, 2022  
  
 \_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

\_\_\_\_\_, 20\_\_\_\_  
  
 \_\_\_\_\_  
 (County Manager & Budget Officer)



**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

January 14, 2022

FROM: Dana Hall, Director

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

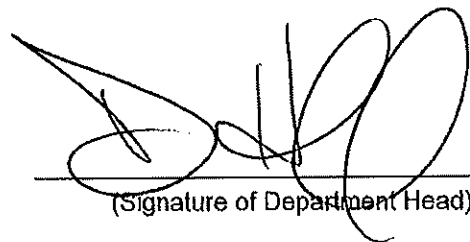
SUBJECT: Budget Amendment for fiscal year 2021-2022

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>
02558800-526200	NUTRITION - DEPT. SUPPLIES	\$ 200.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035880-408401	NUTRITION - DONATIONS	\$ 200.00	

2. Reason(s) for the above request is/are as follows:  
To budget donation made to Nutrition Program

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

1/17, 2022

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

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

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

MEMO:

1/14/2022

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2021-2022

1. It is requested that the budget for the AA-716 COVID Vaccination Program Department  
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551230-512100	SALARIES	113,224.00	
12551230-518100	FICA	7,021.00	
12551230-518120	MEDICARE FICA	1,843.00	
12551230-518200	RETIREMENT	8,561.00	
12551230-518300	GROUP INSURANCE	16,229.00	
12551230-518400	DENTAL INSURANCE	588.00	
12551230-518901	401k	8,455.00	
12551230-526200	DEPARTMENT SUPPLIES	4,163.00	
12551230-523100	MEDICAL SUPPLIES	2,730.00	
12551230-53700	ADVERTISING	3,114.00	
12551230-532100	TELEPHONE & POSTAGE	3,570.00	
12551230-543000	RENTAL EQUIPMENT	1,260.00	
12551230-544000	CONTRACT SERVICES	128,577.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535124-404000	STATE ASSISTANCE	299,135.00	

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

TO ALLOCATE NEW STATE FUNDING FOR COVID VACCINATION PROGRAM

Wendy Palmer  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

1/27, 2022  
Don H. Del  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

MEMO:

1/14/2022

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2021-2022

1. It is requested that the budget for the RHG ADDITIONAL FUNDING Department  
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551150-512100	SALARIES	23,588.00	
12551150-518100	FICA	1,401.00	
12551150-518120	MEDICARE FICA	328.00	
12551150-518200	RETIREMENT	1,699.00	
12551150-518300	GROUP INSURANCE	3,238.00	
12551150-518400	DENTAL INSURANCE	118.00	
12551150-518901	401k	1,687.00	
12551150-526200	DEPARTMENT SUPPLIES	5,000.00	
12551150-523100	MEDICAL SUPPLIES	20,741.00	
12551150-529702	LAB SERVICES	2,000.00	
12551150-544000	CONTRACT SERVICES	3,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535115-404000	STATE ASSISTANCE	62,800.00	

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

TO ALLOCATE NEW STATE FUNDING FOR RURAL HEALTH GRANT

Wanda Palmer  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

1/12, 2022

Dal H. Ch...  
(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:

26-Jan-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

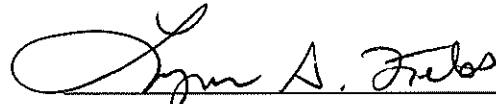
1. It is requested that the budget for the Social Services Department  
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13554810-568414	LIEAP	\$396,243.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
1355480-403314	LIEAP	\$396,243.00	

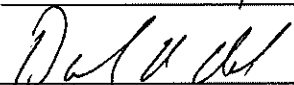
2. Reason(s) for the above request is/are as follows:

Additional allocation of LIEAP (Pandemic) Funds

  
(Signature of Department Head)

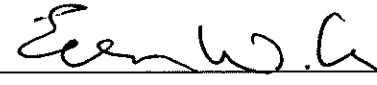
ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

1/27, 2022  
  
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
  
(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: January 25, 2022

Attached are the items that will be presented for approval by Health Advisory Board on January 24, 2022. These are being submitted for approval by the County Commissioners.

- I. Board of Health Operating Procedures
- II. Rural Health Grant: \$62,800.00
- III. AA 716 Covid 19 Funds: \$299,135.00
- IV. SCHD Fee/CPT Update

Thank you for your assistance.

Attachment:  
Board of Health Operating Procedures  
Rural Health Grant  
AA 716 Covid 19 Funds  
SCHD Fee/CPT Update

**SAMPSON COUNTY HEALTH DEPARTMENT**  
**Board of Health**  
**Operating Procedures**

Manual: Board of Health	<u>Applicable Signatures/Title</u>
Title: Board of Health Operating Policy and Procedures	Board of Health Chair: Sue Lee
( ) Board of Health	Health Director: Wanda Robinson
Distributed to: Board of Health Members	Effective Date: 12/06/2021
	Supersedes: 02/03/2020

Review/Revision Date: 11/18/13; 11/17/14; 11/16/15; 11/21/16; 11/20/17; 11/01/2018; 02/03/2020; 12/06/2021

\_\_\_\_\_  
 Board of Health Chair

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Health Director

\_\_\_\_\_  
 Date

**SAMPSON COUNTY BOARD OF HEALTH  
OPERATING PROCEDURES**

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**I. Name and Principal Office,**

The name of this organization is the Sampson County Board of Health (the "Board"). The principal office of the Board is located at 406 County Complex Road, Building C, Clinton, North Carolina 28328.

**II. Officers and Committees.**

**A. Chair and Vice-Chair.**

In even-numbered years, the Board shall hold an organizational meeting at the County Courthouse at 9 o'clock a.m. on the first Monday in December. The agenda for this organizational meeting shall consist of the induction of newly-elected Board members and the organization of the Board for the ensuing year. The organizational meeting shall be convened and concluded before the regular December meeting is convened. Newly-elected Board members shall take and subscribe the oath of office as the first order of business. The Board shall then elect by majority vote a Chair and Vice Chair from among its members. In odd-numbered years, the Board shall at its regular meeting in December, elect by majority vote a Chair and Vice from among its members. The Chair of the Board shall be elected annually for a term of one (1) year and shall not be removed from office of Chair unless he or she becomes disqualified to serve as a member of the Board.

**B. Secretary.**

The local health director shall serve as Secretary to the Board but is not a member of the Board. The local health director may delegate the duties of the Secretary that are set forth in these operating procedures to an appropriate local health department employee or other designee.

**C. Temporary Committees.**

The Board may establish and appoint members for temporary committees as needed to carry out the Board's work. All temporary committees are subject to North Carolina open meetings laws and shall comply with the provisions thereof.

**D. Membership.**

Members of the Board shall serve four (4) year terms and shall serve only so long they are also members of the Sampson County Board of Commissioners.

### **III. Meetings.**

#### **A. Regular Meetings.**

The Board shall hold a regular meeting on the first Monday of each month, unless the Board adopts a schedule which calls for changes in this date. If a regular meeting is a holiday on which Sampson County offices are closed, the meeting shall be held on the next Monday or such other day as may be specified in the motion adjourning the immediately preceding regular meeting. Regular meetings shall be held at 6:00 p.m. in the County Auditorium located at 437 Rowan Road, Clinton, North Carolina 28328. The Board may change the place or time of a particular regular meeting or all regular meetings within a specified time period by resolution adopted, posted and noticed no less than seven (7) days before the change takes effect. Such resolution shall be filed with the Secretary to the Board and posted at or near the regular meeting place, and copies shall be sent to those who have requested notice of special meetings of the Board.

#### **B. Special Meetings.**

The Chair or a majority of the members of the Board may at any time call a special meeting of the Board by signing a notice stating the time and place of the meeting and the subjects to be considered. The person(s) who call the meeting shall cause the notice to be posted on the door of the regular meeting place and delivered to the Chair and all other Board members or left at the usual dwelling place of each member at least 48 hours before the meeting. In addition, notice shall be provided to individual persons and news media organizations who have requested such notice. Only those items of business specified in the notice may be transacted at a special meeting, unless all members are present or those who are not present have signed a written waiver.

#### **C. Emergency Meetings.**

If a special meeting is called to deal with an unexpected circumstance that requires immediate consideration by the Board, the notice requirements for regular and special meetings do not apply. However, the person or persons who call an emergency meeting shall take reasonable action to inform the other members and the public of the meeting. Local news organizations who have requested notice of special meetings shall be notified of such emergency meeting by the same method used to notify Board members. Only business connected with the emergency may be discussed at the meeting.

#### **D. Agenda.**

For every regular and special meeting of the Board, the Clerk or other authorized person shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all items of business to be discussed at the meeting. The notice and agenda can be combined into one document. All items of business to be discussed at a meeting of the Board shall be briefly described on the agenda. The description should set forth as clearly as practical a description of the item to be discussed so that members of the public will know the nature of the action under review and discussion.



**E. Presiding Officer.**

The Chair (or presiding officer) shall preside at all meetings of the Board. A member must be recognized by the Chair (or presiding officer) in order to address the Board. The Chair (or presiding officer) shall have the following powers:

1. To rule on points of parliamentary procedure, including the right to rule out of order motion patently offered for obstructive or dilatory purposes;
2. To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain a rule on objections from other members on this ground;
3. To call a brief recess at any time;
4. To adjourn in an emergency.

If the Chair (or presiding officer) wishes to become actively engaged in debate on a particular proposal, he or she shall designate another board member or a staff member to preside. The Chair (or presiding officer) shall resume the duty to preside as soon as action on the matter is concluded. If the Chair is absent, the Vice-Chair shall preside. If the Chair and the Vice-Chair are absent, another Board member designated by a majority vote of those members present at the meeting shall preside.

**F. Quorum.**

A majority of the Board membership shall constitute a quorum. The number required for a quorum is not affected by vacancies. If a member has withdrawn from a meeting without being excused by a majority vote of the remaining members present, he or she shall be counted as present for the purposes of determining if a quorum is present. The Board may compel the attendance of an absent member by ordering the sheriff to take the member into custody.

**G. Voting.**

The Board shall proceed by motion in the manner prescribed by the *Rules of Procedure and Conduct of the Sampson County Board of Commissioners*. A member must abstain from voting in cases involving conflicts of interest as defined by North Carolina and federal law.

## **H. Minutes.**

Minutes shall be prepared of each Board meeting. Copies of the minutes shall be made available to each Board member before the next regular Board meeting. At each regular Board meeting, the Board shall review the minutes of the previous regular meeting as well as any special or emergency meetings that have occurred since the previous regular meeting, make any necessary revisions, and approve the minutes as originally drafted or as revised. The public may obtain copies of Board meeting minutes.

## **IV. Rule-Making Procedures and Other Procedural Matters.**

The Board shall adopt rules in the manner prescribed by the *Rules of Procedure and Conduct of the Sampson County Board of Commissioners*. The Board shall consider any rules recommended by the Sampson County Health Department Advisory Board; however, the Board may promulgate and adopt rules without the recommendation of the Sampson County Health Department Advisory Board, which is a purely advisory body, and retains ultimate authority for adopting all rules in accordance with North Carolina law.

All other matters, with the exception of appeals governed by N.C. Gen. Stat. § 130A-24, which shall be conducted in accordance with Section IVA of these Operating Procedures, shall be conducted in the manner prescribed by the *Rules of Procedure and Conduct of the Sampson County Board of Commissioners*.

### **IVA. Appeals Procedure.**

Appeals concerning the enforcement of rules adopted by the Board and concerning the imposition of administrative penalties by the local health director shall be conducted pursuant to the provisions of N.C. Gen. Stat. § 130A-24 and this Section.

#### **A. Notice of Appeal.**

An aggrieved person may request an appeal hearing to contest the enforcement of rules adopted by the Board and the imposition of administrative penalties by the local health director by submitting a notice of appeal in writing to the local health director within 30 days of the challenged action. The notice of appeal must contain the name and address of the aggrieved person, a description of the action challenged, and a statement of the reasons why the challenged action is incorrect in order to be effective.

#### **B. Transmission of Appeal Materials.**

Within five (5) working days of his or her receipt of a valid notice of appeal, the local health director shall transmit to the Board the notice of appeal and the papers and materials upon which the challenged action was taken.

**C. Notice of Hearing.**

The Board shall schedule and hold a hearing within fifteen (15) days of the receipt of the notice of appeal and shall give the appealing person not less than ten (10) days' notice of the date, time, and place of the hearing.

**D. Continuances.**

An appealing person may, for good cause shown, request a continuance of the hearing. The Board shall determine if a continuance should be granted and shall inform the appealing person of its decision at least one (1) day prior to the scheduled hearing.

**E. Waiver of Hearing.**

An appealing person waives his or her right to a hearing if he or she fails to file an effective notice of appeal with the local health director within thirty (30) days of the action being challenged or fails to attend a scheduled hearing after sufficient notice.

**F. Discovery.**

Pre-hearing discovery shall not be available to any party.

**G. Disqualification of Board Member.**

If any Board member cannot attend the appeal hearing or cannot conduct a fair and impartial hearing in a particular case, he or she shall not participate in the hearing, deliberation, or decision of the matter.

**H. Oath.**

No person may testify or present any evidence to be admitted into the record without first being put under oath or affirmation. The Chair or other presiding officer shall have the power to administer oaths or affirmations.

**I. Conduct of Hearing.**

The Board shall have complete control over the conduct of the hearing, including, but not limited to, the order of the calling of witnesses and the presentation of evidence and the exclusion of irrelevant, immaterial, repetitious, or redundant testimony or evidence.

**J. Evidence at Hearing.**

The rules of evidence, as applied in the General Courts of Justice, shall not apply at the hearing. Any competent evidence relevant to the decision or ruling in the case shall be admissible in the record. The Board may restrict or exclude unduly repetitious or redundant testimony or exhibits.

**K. Counsel.**

An appealing person may have an attorney present to assist in the presentation of his or her case before the Board. The County Attorney shall assist the Board with the procedural and evidentiary aspects of the appeal hearing.

**L. Deliberation by the Board.**

After all competent testimony and all evidence has been presented to the Board, the Board shall deliberate in open session and shall have the authority to affirm, modify, or reverse the challenged action based upon majority vote of the members participating in the hearing, provided that a quorum is present.

**M. Decision.**

The Board shall issue a written decision based on the evidence presented at the hearing. The written decision shall contain a concise statement of the reasons for the Board's decision. A copy of the written decision shall be sent to the appealing person by certified mail, return receipt requested, and filed concurrently with the Sampson County Manager and the Sampson County Attorney.

**N. Appeal to District Court Division.**

A person who wishes to contest a decision of the Board under this Section shall have the right to appeal to the District Court having jurisdiction over the matter within thirty (30) days after the date of the decision by the Board. The scope of review in District Court shall be the same as in N.C. Gen. Stat. § 150B-51.

**V. Amendments to Operating Procedures.**

These Operating Procedures may be amended at any regular meeting or at any properly called special meeting that includes amendment of the Operating Procedures as one of the stated purposes of the meeting. A quorum must be present at the meeting at which amendments to the Operating Procedures are discussed and approved, and any amendments to the Operating Procedures must be approved by a majority of the members present at the meeting.

**VI. Code of Ethics and Conflicts of Interest.**

The Board's members shall comply with the ethical and conflict of interest provisions set forth in the *Sampson County Board of Commissioners Code of Ethics Adopted Pursuant to N.C. Gen. Stat. § 160A-86*.

**VII. Compliance with North Carolina Law.**

In conducting its business, the Board shall comply with all applicable North Carolina law, including, but not limited to, open meetings laws, public records laws, and the laws setting forth the powers and duties of local boards of health. To assist the Board in compliance, the Secretary shall maintain a current copy of relevant North Carolina General Statutes and make them available to Board members upon request.

**APPROVED AND ADOPTED**, by the Sampson County Board of Health the 7th day of February 2022.

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SUE LEE, Chair,  
Sampson County Board of Health

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WANDA ROBINSON  
Sampson County Health Director

# SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson  
Health Director



360 County Complex Rd., Suite 200  
Clinton, NC 28328

To: Ed Causey  
From: Wanda Robinson  
Subject: Community Health Grant  
Date: January 25, 2022

The Sampson County Health Department has been awarded a grant in the amount of \$62,800. Funds have been awarded for the time frame of January 15, 2022 – June 30, 2022.

Funds will be used to assist with providing services to uninsured/underinsured clients, to include those whose income is below the poverty level. These funds will help ensure that Community health needs are met.

Thank you.

SFY 2022 Community Health Grants 6-month Funding Form

**ORGANIZATION INFORMATION and SIGNATURE SHEET**

Organization Name:	Sampson County Health Department	
Organization EIN:	566-000-338	
Organization NPI (if applicable):	1619036399	
DUNS (if applicable):	04-004-4067	
Mailing Address:	360 County Complex Road, Suite 200 Clinton NC 28328	
Organization Fiscal Year:	July 1 2021- June 30 2022	
Organization Type: (check one)	<input type="checkbox"/> Federally Qualified Health Centers and Look-Alikes (FQHCs) <input type="checkbox"/> Free and Charitable Clinics <input checked="" type="checkbox"/> Health Departments <input type="checkbox"/> Non-Profit, Hospital-Owned Primary Care Clinics <input type="checkbox"/> Rural Health Centers	<input type="checkbox"/> School-Based and School-Linked Health Centers <input type="checkbox"/> AHEC Clinics <input type="checkbox"/> Other Non-Profit Community Organizations that provide direct primary and preventive patient care to low-income, uninsured, underinsured and medically vulnerable populations.

Does your organization currently provide direct primary and preventive care to uninsured and medically indigent patients and serve as a primary care\* medical home?  
 Yes  No

*\*Primary care is defined as that care provided by physicians specifically trained for and skilled in comprehensive first contact and continuing care for persons with any undiagnosed sign, symptom, or health concern. There are providers of health care other than physicians who render some primary care services. Such providers may include nurse practitioners, physician assistants and some other health care providers. American Association of Family Practice: <http://www.aafp.org>*

**Summary of Request:** Provide a short paragraph below of how the Community Health Grant funds will be used.

These funds will be used to assist with providing services to uninsured/underinsured clients to include those whose income is below the poverty level to assist with ensuring community health needs are met. Sampson County Health Department is also in the planning process of developing and implementing a primary care clinic to address the social determinants of health and health disparities in our community.

Grant Contact Name:	Kelly Parrish
<i>Grant Contact serves as the primary grant contact for the duration of the grant year.</i>	
Email:	kparrish@sampsonnc.com
Phone Number:	910-592-1131 ext. 4972
Fax Number:	910-299-4977
Finance Contact Name:	Tamra Jones
<i>Finance Contact is the person responsible for completing Monthly Expense Reports</i>	
Email:	tjones@sampsonnc.com
Phone Number:	910-592-1131 ext. 4961
Fax Number:	910-299-4977
Grant Signatory Name:	Wanda Robinson
<i>Grant Signatory is the person authorized to sign contracts and other documents on behalf of the organization.</i>	
Title:	Health Director
Email:	<a href="mailto:wrobinson@sampsonnc.com">wrobinson@sampsonnc.com</a>
Phone Number:	910-592-1131 ext. 4971

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SFY 2022 Community Health Grants 6-month Funding Form

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**Overview of Organization**

Number of Service Delivery Sites (locations):	1
Primary County Served (where the grant will be utilized):	Sampson
HPSA Score of Primary County Served:	16
Please submit your site's HPSA score:	16
<ul style="list-style-type: none"> <li>• HPSA scores can be found at: <a href="https://data.hrsa.gov/tools/shortage-area">https://data.hrsa.gov/tools/shortage-area</a></li> <li>• The HPSA score must correspond with health care type being requested for funding. For example: If the funding supports primary care services, use the primary care HPSA score and not a mental health or dental HPSA score.</li> </ul>	
Other Counties Served (if applicable):	N/A

1. Does your organization currently provide comprehensive primary care services (e.g., preventive, primary, and/or acute) at the primary care delivery site?

Yes

No

If yes, approximately how many hours per week does your organization offer these services?

1-10 hours/week

11-20 hours/week

21-30 hours/week

31-40 hours/week

41-50 hours/week

>50 hours/week

2. Describe how your organization serves as a medical home. A medical home can include school-based health centers, public health departments that provide maternal and child health, as well as free and charitable clinics that provide primary and preventive care. Patient Centered Medical Home (PCMH) is encouraged, but not required.

The Sampson County Health Department utilizes clinical staff as a medical home to provide services Monday-Friday that include Maternal Health, Family Planning, Adult Health, Child Health, Well-Woman and STDs. SCHD provides preventative and primary care to persons, esp. those who can't afford insurance and fall through the cracks of health care coverage to ensure uninsured/underinsured and all adults have access to care.



3. Does your organization provide prenatal care and/or delivery services?

Yes

No

If yes, approximately how many hours per week does your organization offer these services?

1-10 hours/week

11-20 hours/week

21-30 hours/week

31-40 hours/week

41-50 hours/week

>50 hours/week

4. Does your organization provide dental services?

Yes

No

If yes, approximately how many hours per week does your organization offer these services?

1-10 hours/week

11-20 hours/week

21-30 hours/week

31-40 hours/week

41-50 hours/week

>50 hours/week

5. Does your organization provide behavioral health services (e.g., mental health or substance abuse services)?

No

Yes. Comprehensive services

Yes. Limited, such as screening, brief intervention, and referral into treatment

If yes, approximately how many hours per week do your organization offer these services?

1-10 hours/week

11-20 hours/week

21-30 hours/week

31-40 hours/week

41-50 hours/week

>50 hours/week

6. Does your organization provide specialty services (e.g., endocrinology, gastroenterology, neurology, or cardiology)?

Yes

No

If yes, approximately how many hours per week does your organization offer these services?

1-10 hours/week

11-20 hours/week

21-30 hours/week

31-40 hours/week

41-50 hours/week

>50 hours/week

7. Does your organization provide well woman care?

Yes

No

If yes, approximately how many hours per week does your organization offer these services?

1-10 hours/week

11-20 hours/week

21-30 hours/week

31-40 hours/week

41-50 hours/week

>50 hours/week

8. Does your organization provide primary care for children?

Yes

No

If yes, approximately how many hours per week does your organization offer these services?

1-10 hours/week

11-20 hours/week

21-30 hours/week

31-40 hours/week

41-50 hours/week

>50 hours/week

9. Does your organization have an Electronic Health Record?

Yes

No

10. If yes, provide the name and version: **CureMD Version 10g**

## Budget

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**Instructions for Submitting a Budget:** Select Track A or Track B

**Track A: Encounter-based reimbursement:**

- Selection of Track A requires submitting a monthly report that documents the number of uninsured and underinsured patient encounters.

**NOTE** - Per the Free Clinics Federal Tort Claims Act (FTCA) Program Policy Guide, grant funding that applies to reimbursement, payment, or compensation for the delivery of health services to patients falls within the statutory prohibition, while grant funding that is not intended for or applied to this purpose does not. Free clinics who are FTCA recipients that choose a "per encounter" reimbursement methodology may void their FTCA liability protection.

**Track B: Reimbursement for eligible expenses. Complete Emailed Budget Template.**

Complete: Line-item Budget and Budget Narrative

Budget narratives must show the calculations for all budget line items and must clearly justify/explain the need for each budget line item. Calculations should be easy to follow/recreate. Each budgeted line item should explain:

- What is it?
- How many?
- How much?
- For what purpose?

Do not add new line items to the budget. All budget expenses must fit into one of the line items listed in the budget template.

*Regardless of track selected, applicant organizations must ensure that Community Health Grant funding does not duplicate or supplant any other funding, including Federal COVID funds.*

Grant recipients **shall not** use these funds to do any of the following:

1. Enhance or increase compensation or other benefits for personnel, administrators, directors, consultants, or any other persons receiving funds for program administration.
2. Supplant existing funds, including federal funds traditionally received by Federally Qualified Community Health Centers. However, grant funds may be used to supplement existing programs that serve the purposes of:

- a. Providing primary and preventative medical services to uninsured or medically indigent patients and,
  - b. Serving as a medical home to these vulnerable populations.
3. Finance or satisfy any existing debt.

Please use the guidelines below to align each project expense with the proper budget category.  
Indirect costs are not eligible.

Project Expenses	Description
<b>Staffing</b>	
Employee Salary	Include separate descriptions of each position allocated to the grant, including position title, name of staff person, position duties relative to project activities, and part/full-time status. <u>Include the total annual salary for each staff person in the project. List only staff members that will work on project activities.</u> Only include hours worked (regular and overtime). Do not include bonuses.
Employee Fringe Benefits	Include the employer part of health, dental and vision insurance, FICA (Social Security & Medicare tax) and 401k employer match. Indicate cost per category per staff person. Fringe cannot exceed 30% of total line item for salary allocated to the grant.
<b>General Supplies (Not Capital Equipment):</b>	
Medical Supplies	Masks, gloves, table paper, etc.
Equipment	Medical Equipment or Computers under \$500
<b>Capital Expenses</b>	
Capital Equipment	Any single item purchased outright exceeding \$500.00 is considered capital equipment. Organizations must provide 2 (two) quotes for individual purchases over \$5,000.00.

### Evaluation Criteria

Complete these mandatory performance measures required for all applicants. These measures will be reported monthly, quarterly, biannually, or annually as indicated.

Performance measures are based on the measures in the Uniform Data System, a standardized reporting system that Federally Qualified Health Centers use to submit data.

*For each performance measure, the organization will include the following information:*

- **Data Source:** Where will the organization obtain the information reported for each performance measure?
- **Collection Process and Calculation:** What method will the organization use to collect the information?
- **Data Limitations:** What may prevent the organization from obtaining data for the performance measures?

### Community Health Grants: All Applicants

Evaluation Criteria for Primary and Preventive Care	Baseline Values/Measures as of 01/01/2022	Target to Be Reached by 06/30/2022
	<i>Projected Value</i>	<i>Projected Target</i>
<b>REQUIRED: Output Measure</b>  Number of <b>unduplicated patients served</b> . Patients are individuals who have at least one visit during the reporting period.  Note: If the grant funds dental care, organizations will be required to report primary care patients served separated from dental patients served.	850	1000
Measure Type	Output	
ORH Required Reporting Frequency	Quarterly (at 9 and 12 months) At the final performance report (12-month report) in addition to number of unduplicated patients served, contractors will also report unduplicated patient information in the following categories: patient age, patient insurance status and patient race/ethnicity.	
Data Source	CureMD Data Mining & Izenda Reports; LHD-HSA.	
Collection Process and Calculation	Collect the number of clinic encounters each month; compare to baseline data.	
Data Limitations	None known; multiple staff members can obtain and calculate data.	

### Community Health Grants: All Applicants with Grant Supported Staff

Evaluation Criteria for Primary and Preventive Care		Target to Be Reached by 06/30/2022
		<i>Projected Target</i>
<b>REQUIRED: Output Measure</b>  Number of <b>Full-Time Equivalent (FTEs)</b> supported by the Community Health Grant.  (Note: FTE will be based on UDS guidelines, which defines FTE based on how each organization defines full-time and position type. For more information review the <a href="#">2021 UDS manual</a> , pages 49-50.)		9.625
Measure Type		Output
ORH Required Reporting Frequency		Annually (Reported at 12 months)
Data Source		CureMD Data Mining & Izenda Reports; LHD-HSA.
Collection Process and Calculation		Collect the number of clinic encounters each month; compare to baseline data.
Data Limitations		None known; multiple staff members can obtain and calculate data.

## Community Health Grants: General Care Applicants

<b>Measure Description</b>	<b>Diabetes: Hemoglobin A1c Poor Control</b> Percentage of patients 18-75 years of age with diabetes who had hemoglobin HbA1c > 9.0% during the reporting period
Guidance	<ul style="list-style-type: none"> <li>Note that this is a "negative" measure. For this measure, the lower the number of adult diabetics with poorly controlled diabetes, the better the performance on the measure.</li> <li>Also note that unlike the Hypertension measure, this measure calls for reporting on patients with diabetes regardless of when they were first diagnosed.</li> <li>Only include patients with an active diagnosis of Type 1 or Type 2 diabetes</li> <li>Include patients in the numerator whose most recent HbA1c level is greater than 9 percent, the most recent HbA1c result is missing, or when no HbA1c tests were performed or documented during the reporting period.</li> </ul> <p>This measure is calculated using the numerator and denominator defined below. This service cannot be conducted via telehealth.</p>

Measure - Denominator	Baseline Value as of 01/01/2022	Target to be reached by 06/30/2022
<p><u>Denominator:</u> Patients 18-75 years of age with diabetes with a medical visit during the measurement period.</p> <p><u>Exclusions:</u> Exclude patients whose hospice care overlaps the measurement period. Exclude patients 66 and older who are living long term in an institution for more than 90 days during the measurement period. Exclude patients 66 and older with advanced illness and frailty because it is unlikely that patients will benefit from the services being measured.</p>	<b>19</b>	<b>30</b>
Measure Type	Outcome	
ORH Required Reporting Frequency	Biannually (Reported at 12 months)	
Data Source	CureMD Data Mining & Izenda Reports; LHD-HSA.	
Collection Process and Calculation	Collect the number of clinic encounters each month; compare to baseline data.	
Data Limitations	None known; multiple staff members can obtain and calculate data.	

Measure - Numerator	Baseline Value as of 01/01/2022	Target to be reached by 06/30/2022
<p><u>Numerator:</u> Patients whose most recent HbA1c level performed during the measurement period is greater than 9.0 % and patients who had no test conducted during the measurement period.</p>	<b>9</b>	<b>5</b>
Measure Type	Quality/Process	
ORH Required Reporting Frequency	Biannually (Reported at 12 months)	
Data Source	CureMD Data Mining & Izenda Reports; LHD-HSA.	
Collection Process and Calculation	Collect the number of clinic encounters each month; compare to baseline data.	
Data Limitations	None known; multiple staff members can obtain and calculate data.	

## Community Health Grants: General Care Applicants

<b>Measure Description</b>	<b>Controlling High Blood Pressure</b> Percentage of patients <u>18-85</u> years old who had a diagnosis of hypertension (HTN) overlapping the reporting period <i>and</i> whose most recent Blood Pressure (BP) was adequately controlled (less than 140/90 mm Hg) during the reporting period.
Guidance	<ul style="list-style-type: none"> <li>Note that this is a "positive" measure. For this measure, the higher the number of patients with controlled hypertension the better the performance on the measure.</li> <li>Adequate control is defined as systolic Blood Pressure lower than 140 mm Hg <b>AND</b> diastolic blood pressure lower than 90 mm Hg.</li> <li>Include patients who have an active diagnosis of hypertension even if their medical visits during the year were unrelated to the diagnosis.</li> <li>Include blood pressure readings taken at any visit type at the health center as long as the result is from the most recent visit.</li> <li>Only blood pressure readings performed by a clinician in the provider office are acceptable for numerator compliance with this measure. Blood pressure readings from the patient's home (including readings directly from monitoring devices) are not acceptable.</li> <li>Patients self-reporting their blood pressure is not acceptable. The provider must be able to visually see the results on the patient's device or the Provider must use a remote monitoring device.</li> <li>If no blood pressure is recorded during the reporting period, the patient's blood pressure is assumed "not controlled" and isn't counted in the numerator</li> </ul> <p>If there are multiple blood pressure readings on the same day, use the lowest systolic and the lowest diastolic reading as the most recent blood pressure reading.</p>

Measure - Denominator	Baseline Value as of 01/01/2022	Target to be reached by 06/30/2022
<p><u>Denominator:</u> Patients 18-85 years of age who had a diagnosis of essential hypertension <u>overlapping</u> the measurement period with a <i>medical</i> visit during the reporting period</p> <p><u>Exclusions to the denominator:</u> Patients with evidence of end stage renal disease (ESRD), dialysis or renal transplant before or during the measurement period. Also exclude patients with a diagnosis of pregnancy during the measurement period. Exclude patients whose hospice care overlaps the measurement period. Exclude patients 66 and older who are living long term in an institution for more than 90 days during the measurement period. Exclude patients 66 and older with advanced illness and frailty because it is unlikely that patients will benefit from the services being measured.</p>	<b>9</b>	<b>15</b>
Measure Type	Outcome	
ORH Required Reporting Frequency	Biannually (Reported at 12 months)	
Data Source	CureMD Data Mining & Izenda Reports; LHD-HSA.	
Collection Process and Calculation	Collect the number of clinic encounters each month; compare to baseline data.	
Data Limitations	None known; multiple staff members can obtain and calculate data.	

Measure - Numerator	Baseline Value as of 01/01/2022	Target to be reached by 06/30/2022
<p><u>Numerator:</u> Patients whose most recent blood pressure is adequately controlled (systolic blood pressure &lt; 140 mmHg and diastolic blood pressure &lt; 90 mmHg) during the reporting period,</p>	<b>4</b>	<b>10</b>

Measure Type	Outcome
ORH Required Reporting Frequency	Biannually (Reported at 12 months)
Data Source	CureMD Data Mining & Izenda Reports; LHD-HSA.
Collection Process and Calculation	Collect the number of clinic encounters each month; compare to baseline data.
Data Limitations	None known; multiple staff members can obtain and calculate data.

### Community Health Grants: General Care Applicants

<b>Measure Description</b>	<b>Preventive Care and Screening: Body Mass Index (BMI) Screening and Follow-Up Plan</b> Percentage of patients aged <u>18 years and older</u> with a visit during the reporting period with a BMI documented during the most recent visit or within the previous 12 months to that visit AND, when the BMI is outside normal parameters, a follow-up plan is documented during the visit or during the previous 12 months of that visit.
<b>Guidance</b>	<ul style="list-style-type: none"> <li>This performance measure, as a whole, cannot be completed in a telehealth visit. The only aspect that is allowable as a telehealth visit is the documented follow-up plan with the patient. Patient's self-reporting their height and weight is not acceptable.</li> <li>Report this measure for all patients seen during the reporting period.</li> <li>An eligible professional or their staff is required to measure both height and weight. Both height and weight must be measured within 12 months of the current encounter and may be obtained from separate visits. Do not use self-reported values.</li> <li>BMI may be documented in the medical record at the health center or in outside medical records obtained by the health center.</li> <li>If more than one BMI is reported during the measurement period, use the most recent BMI to determine if the performance has been met.</li> <li>Document the follow-up plan based on the most recent documented BMI outside of normal parameters.</li> <li>Documentation in the medical record must show the actual BMI or the template normally viewed by a clinician must display BMI.</li> <li>Do not count as meeting the measurement standard charts or templates that display only height and weight. The fact that a HIT/EHR can calculate BMI does not replace the presence of the BMI itself.</li> </ul>

Measure - Denominator	Baseline Value as of 01/01/2022	Target to be reached by 06/30/2022
<u>Denominator:</u> Patients who were 18 years of age or older with at least one medical visit during the reporting period.  <u>Exclusions:</u> Patients who are pregnant. Patients receiving palliative or hospice care. Patients who refuse measurement of height and/or weight. Patients with a documented Medical Reason. Patients in an urgent or emergent medical situation where time is of the essence and to delay treatment would jeopardize the patient's health status	<b>715</b>	<b>900</b>
Measure Type	Quality/Process	
ORH Required Reporting Frequency	Biannually (Reported at 12 months)	
Data Source	CureMD Data Mining & Izenda Reports; LHD-HSA.	
Collection Process and Calculation	Collect the number of clinic encounters each month; compare to baseline data.	

Data Limitations	None known; multiple staff members can obtain and calculate data.
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Measure - Numerator	Baseline Value as of 01/01/2022	Target to be reached by 06/30/2022
<b>Numerator:</b> Patients with a documented BMI (not just height and weight) during their most recent visit <i>or</i> during the previous 12 months of that visit, <b>AND</b> when the BMI is outside of normal parameters*, a follow-up plan is documented during the visit <i>or</i> during the previous 12 months of the current visit.	508	850
Measure Type	Quality/Process	
ORH Required Reporting Frequency	Biannually (Reported at 12 months)	
Data Source	CureMD Data Mining & Izenda Reports; LHD-HSA.	
Collection Process and Calculation	Collect the number of clinic encounters each month; compare to baseline data.	
Data Limitations	None known; multiple staff members can obtain and calculate data.	

### Community Health Grants: General Care Applicants

Measure Description	Preventive Care and Screening: Tobacco Use: Screening and Cessation Intervention
	Percentage of patients aged 18 years and older who were screened for tobacco use one or more times within 24 months <i>and</i> received tobacco cessation intervention <i>if identified as a tobacco user</i>
	This measure is calculated using the numerator and denominator defined below.
Guidance	<ul style="list-style-type: none"> <li>• Include in the numerator patients with a negative screening <i>and</i> those with a positive screening who had cessation intervention if a tobacco user.</li> <li>• If patients use any type of tobacco (i.e., smokes or uses smokeless tobacco), the expectation is that they should receive tobacco cessation intervention (counseling and/or pharmacotherapy).</li> <li>• If a patient has multiple tobacco use screenings during the 24-month period, use the most recent screening which has a documented status of tobacco user or non-user.</li> <li>• If tobacco use status of a patient is unknown, the patient does not meet the screening component required to be counted in the numerator and has not met the measurement standard. "Unknown" includes patients who were not screened or patients with indefinite answers.</li> <li>• The medical reason exception applies to the screening data element of the measure or to any of the tobacco cessation intervention data elements.</li> <li>• If a patient has a diagnosis of limited life expectancy, that patient has a valid denominator exception for not being screened for tobacco use or for not receiving tobacco use cessation intervention (counseling and/or pharmacotherapy) if identified as a tobacco user.</li> <li>• Electronic nicotine delivery systems (ENDS), including electronic cigarettes for tobacco cessation, are not currently classified as tobacco. They are not to be evaluated for this measure.</li> <li>• Include in the numerator records that demonstrate that the patient had been asked about their use of all forms of tobacco within 24 months before the end of the measurement period.</li> <li>• Include patients who receive tobacco cessation intervention, including: <ul style="list-style-type: none"> <li>◦ Received tobacco use cessation counseling services, <i>or</i></li> <li>◦ Received an order for (a prescription or a recommendation to purchase an over-the-counter [OTC] product) a tobacco use cessation medication, <i>or</i> Are on (using) a tobacco use cessation agent.</li> </ul> </li> </ul>

Measure - Denominator	Baseline Value as of 01/01/2022	Target to be reached by 06/30/2022
<b>Denominator:</b> All patients aged 18 years and older seen for at least two visits or at least one preventive visit during the reporting period	715	900
Measure Type	Quality/Process	



ORH Required Reporting Frequency	Biannually (Reported at 12 months)
Data Source	CureMD Data Mining & Izenda Reports; LHD-HSA.
Collection Process and Calculation	Collect the number of clinic encounters each month; compare to baseline data.
Data Limitations	None known; multiple staff members can obtain and calculate data.

Measure - Numerator	Baseline Value as of 01/01/2022	Target to be reached by 06/30/2022
<p><b>Numerator:</b> Patients who were screened for tobacco use at least once within 24 months before the end of the reporting period AND if identified as a tobacco user, received tobacco cessation intervention *</p> <p><b>Exclusions:</b> Documentation of medical reason(s) for not screening for tobacco use OR for not providing tobacco cessation intervention for patients identified as tobacco users (e.g., limited life expectancy, other medical reason)</p>	<b>700</b>	<b>900</b>
Measure Type	Quality/Process	
ORH Required Reporting Frequency	Biannually (Reported at 12 months)	
Data Source	CureMD Data Mining & Izenda Reports; LHD-HSA.	
Collection Process and Calculation	Collect the number of clinic encounters each month; compare to baseline data.	
Data Limitations	None known; multiple staff members can obtain and calculate data.	

### Community Health Grants: School Based Health Center Applicants

<b>Measure Description</b>	<p><b>Weight Assessment and Counseling for Nutrition and Physical Activity for Children and Adolescents</b></p> <p>Percentage of patients 3-17 (18*) years of age who had an outpatient medical visit <i>and</i> who had evidence of the following during the measurement period: height, weight, and body mass index (BMI) percentile documentation; documented counseling for nutrition; documented counseling for physical activity</p> <p>This measure is calculated using the numerator and denominator defined below.  *Note that the age cut-off used differs from the age cut-off used in the sources listed above. HRSA, CMS, and NQF use age 17 while ORH extends the age cut-off to 18 to allow for inclusion of 18 year old high school seniors.</p>
<b>Guidance</b>	<p>The visit must be performed by a PCP or OB/GYN. Because BMI norms for youth vary with age and sex, this measure evaluates whether BMI percentile, rather than an absolute BMI value, is assessed.</p> <p>Collection of height and weight are not acceptable through a telehealth visit. Values that are self-reported by patient are not acceptable.</p>

Measure - Denominator	Baseline Value as of 01/01/2022	Target to be reached by 06/30/2022
<p><b>Denominator:</b> Patients 3-18 years of age with at least one outpatient visit with a primary care physician (PCP) or an obstetrician/gynecologist (OB/GYN) during the measurement period</p> <p><b>Exclusions:</b> Patients who have a diagnosis of pregnancy during the measurement period. Exclude patients whose hospice care overlaps the</p>	<b>N/A</b>	<b>N/A</b>

measurement period.		
Measure Type	Quality/Process	
ORH Required Reporting Frequency	Biannually (Reported at 12 months)	
Data Source		
Collection Process and Calculation		
Data Limitations		

Measure - Numerator	Baseline Value as of 01/01/2022	Target to be reached by 06/30/2022
Numerator: Patients who had a height, weight and body mass index (BMI) percentile recorded during the measurement period <b>AND</b> who had counseling for nutrition during the measurement period <b>AND</b> who had counseling for physical activity during the measurement period.	N/A	N/A
Measure Type	Quality/Process	
ORH Reporting Frequency	Biannually (Reported at 12 months)	
Data Source		
Collection Process and Calculation		
Data Limitations		

### Community Health Grants: School Based Health Center Applicants

<b>Measure Description</b>	<p><b>Tobacco Use and Help with Quitting Among Adolescents</b>  Percentage of adolescents <u>12 to 20 years of age</u> during the measurement year for whom tobacco use status was documented <i>and if identified as a tobacco user</i>, received help with quitting.</p> <p>This measure is calculated using the numerator and denominator defined below.  Tobacco Cessation services can be utilized through telehealth services.</p>
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Measure - Denominator	Baseline Value as of 01/01/2022	Target to be reached by 06/30/2022
Denominator: Adolescents who turn 12 through 20 years of age during the reporting period.		
Measure Type	Quality/Process	
ORH Reporting Frequency	Biannually (Reported at 12 months)	
Data Source		
Collection Process and Calculation		
Data Limitations		

Measure - Numerator	Baseline Value as of 01/01/2022	Target to be reached by 06/30/2022
<p><b>Numerator:</b> Adolescents who are <u>not</u> smokers <b>OR</b> Adolescents who <u>are</u> smokers and are receiving cessation counseling. *</p> <p>*Include those adolescents who use tobacco and are offered help with quitting but who refuse to accept help.</p>	<b>N/A</b>	<b>N/A</b>
Measure Type	Quality/Process	
ORH Reporting Frequency	Biannually (Reported at 12 months)	
Data Source		
Collection Process and Calculation		
Data Limitations		

### Community Health Grants: School Based Health Center Applicants

<b>Measure Description</b>	<p><b>Screening for Clinical Depression and Follow Up Plan:</b> Percentage of patients aged <u>12 years and older</u> screened for clinical depression on the date of the visit or 14 days prior to the date of the encounter using an age-appropriate standardized depression screening tool <b>AND</b>, if positive, a follow-up plan is documented on the date of the visit.</p> <p><u>Note that this is a "positive" measure. For this measure, the higher the number of patients with a screening the better the performance on the measure.</u></p> <p>This measure is calculated using the numerator and denominator defined below.</p>
<b>Guidance:</b>	<p>A depression screen is completed on the date of the encounter or up to 14 days prior to the date of the encounter using an age appropriate standardized depression screening tool <b>AND</b> if positive, either additional evaluation for depression, suicide risk assessment, referral to a practitioner who is qualified to diagnose and treat depression, pharmacological interventions, or other interventions or follow-up for the diagnosis or treatment of depression is documented on the date of the eligible encounter.</p> <p>Depression screening is required once per measurement period, not at all encounters; this is patient based and not an encounter based measure.</p> <p>DO NOT count patients who are re-screened as meeting the numerator criteria as a follow-up plan to a positive screen.</p> <p>DO NOT count a PHQ-9 screening that follows a positive PHQ-2 screening during the measurement period as meeting the numerator criteria for a follow-up plan to a positive depression screening.</p> <p>A suicide risk assessment does not qualify for the numerator as a follow-up plan.</p>

Measure - Denominator	Baseline Value as of 01/01/2022	Target to be reached by 06/30/2022
<p><b>Denominator:</b> Patients 12 years and older at the beginning of the reporting period with at least one medical visit during the reporting period.</p> <p><b>Exclusions:</b> Patients with an active diagnosis for depression or a diagnosis of bipolar disorder. Patient refuses to participate. Patient is in an urgent or emergent situation where time is of the essence and to delay treatment would jeopardize the patient's health status. Situations where the patient's cognitive capacity, functional capacity or motivation to improve may impact the accuracy of results of standardized depression assessment tools. For example: certain court appointed cases or cases of</p>	<b>N/A</b>	<b>N/A</b>

delirium		
Note: Patients who are already participating in ongoing treatment for depression will not be included in the universe count.		
Measure Type	Quality/Process	
ORH Reporting Frequency	Biannually (Reported at 12 months)	
Data Source		
Collection Process and Calculation		
Data Limitations		

Measure - Numerator	Baseline Value as of 01/01/2022	Target to be reached by 06/30/2022
<p><b>Numerator:</b> Patients screened for clinical depression (<i>who meet the population above</i>) on the date of the visit or 14 days prior to the date of the encounter using an age-appropriate standardized tool <b>AND</b> meet one of the following criteria:</p> <ul style="list-style-type: none"> <li>Screened for depression and found to be negative for clinical depression</li> <li><b>OR</b></li> <li>Screened for clinical depression and found to be positive for clinical depression and a follow-up plan is documented on the date of the positive screen</li> </ul>	N/A	N/A
Measure Type	Quality/Process	
ORH Reporting Frequency	Biannually (Reported at 12 months)	
Data Source		
Collection Process and Calculation		
Data Limitations		

### Community Health Grants: Maternal Care Applicants

<b>Measure Description</b>	<p><b>Access to Prenatal Care: First Prenatal Visit in 1<sup>st</sup> Trimester:</b> Percentage of prenatal care patients who entered prenatal care during their first trimester.</p> <p>This measure is calculated using the numerator and denominator defined below.</p>
<b>Guidance:</b>	<p>Telehealth visits are not appropriate for this measure. Prenatal patients are defined based on a comprehensive in-person prenatal physical exam.</p> <p>Note that prenatal care is considered to have begun at the time the patient had her first visit with a physician or NP, PA, or CNM provider who initiates prenatal care with a complete prenatal exam. Most women will have one or more interactions with the health center prior to their complete prenatal exam for their pregnancy test, other lab tests, dispensing vitamins, and/or taking a health history. These interactions do not count as the start of prenatal care.</p> <p>Also note that in those rare instance where a woman receives prenatal care services for two separate pregnancies in the same reporting period, she is to be counted twice.</p>

Measure - Denominator	Baseline Value as of 01/01/2022	Target to be reached by 06/30/2022
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Denominator: Total number of women (of any age) seen for prenatal care during the reporting period.	194	230
Measure Type	Quality/Process	
ORH Reporting Frequency	Biannually (Reported at 12 months)	
Data Source	CureMD Data Mining & Izenda Reports; LHD-HSA.	
Collection Process and Calculation	Collect the number of clinic encounters each month; compare to baseline data.	
Data Limitations	None known; multiple staff members can obtain and calculate data.	

Measure - Numerator	Baseline Value as of 01/01/2022	Target to be reached by 06/30/2022
Numerator: Number of women (of any age) that began prenatal care within their first trimester. Prenatal care could have originated at the organization, at another site or at a referring provider.	132	215
Measure Type	Quality/Process	
ORH Reporting Frequency	Biannually (Reported at 12 months)	
Data Source	CureMD Data Mining & Izenda Reports; LHD-HSA.	
Collection Process and Calculation	Collect the number of clinic encounters each month; compare to baseline data.	
Data Limitations	None known; multiple staff members can obtain and calculate data.	

**Sampson County Health Department Fees/CPT Update**

**01/24/2022**

<b>Date Added</b>	<b>Name of Procedure</b>	<b>LabCorp Order Number</b>	<b>CPT Code</b>	<b>Price</b>
11/30/2021 NEW	COVID Antibody Test	164072 164055 164034	86769	\$52.66
01/24/2022 NEW	Pfizer Pediatric Booster Admin		0004A	\$65.00
01/24/2022 NEW	Pfizer Pediatric 3 <sup>rd</sup> Dose Admin		0073A	\$65.00
01/24/2022 Price Change	Pfizer Adult 1 <sup>st</sup> Dose Admin		0001A	\$65.00 (increase from \$40; retroactive to April 2021)
01/24/2022 Price Change	Pfizer Adult 2 <sup>nd</sup> Dose Admin		0002A	\$65.00 (increase from \$40; retroactive to April 2021)
01/24/2022 Price Change	Pfizer Adult 3 <sup>rd</sup> Dose Admin		0003A	\$65.00 (increase from \$40; retroactive to April 2021)
01/24/2022 Price Change	Pfizer Adult Booster Admin		0004A	\$65.00 (increase from \$40; retroactive to April 2021)
01/24/2022 Price Change	Moderna 1 <sup>st</sup> Dose Admin		0011A	\$65.00 (increase from \$40; retroactive to April 2021)

01/24/2022 Price Change	Moderna 2 <sup>nd</sup> Dose Admin		0012A	\$65.00 (increase from \$40; retroactive to April 2021)
01/24/2022 Price Change	Moderna 3 <sup>rd</sup> Dose Admin		0013A	\$65.00 (increase from \$40; retroactive to April 2021)
01/24/2022 Price Change	Moderna Booster Dose Admin		0064A	\$65.00 (increase from \$40; retroactive to April 2021)
01/24/2022 Price Change	Janssen 1 <sup>st</sup> Dose Admin		0031A	\$65.00 (increase from \$40; retroactive to April 2021)
01/24/2022 Price Change	Janssen Booster Dose Admin		0034A	\$65.00 (increase from \$40; retroactive to April 2021)

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.     5    

Meeting Date: February 7, 2022	<input checked="" type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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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.*

- a. November 15, 2021 SCHED Advisory Committee Meeting Minutes



# 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-Information Items

Date: January 17, 2022

Attached are items that will be presented for approval by the Health Advisory Committee on January 24, 2022. They are being submitted as informational items for the County Commissioners.

- I. November 15, 2021 SCHED Advisory Committee Meeting Minutes

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

Attachments:

November 15, 2021 SCHED Advisory Committee Meeting Minutes

## SCHD Advisory Committee Meeting Minutes Monday, November 15<sup>th</sup>, 2021

### Attendance

Board Members- Jeffrey Bell, Elizabeth Bryan, Robert Butler, Cynthia Davis, Cassie Faircloth, Charlotte Harrell, Yire Hernandez, Jacqueline Howard, Allie Ray McCullen, Linda Peterson

Health Department and Administration Staff- Wanda Robinson, Cherish Allen, Tamra Jones, Kory Hair, Kelly Parrish, Edwin Causey, and Joel Starling.

- I. **Call to Order**- Dr. Jeffrey Bell
- II. **Invocation**-Jacqueline Howard
- III. **Approval of Minutes**-September 20, 2021: Motion to approve made by Robert Butler; 2<sup>nd</sup> by Jacqueline Howard.
- IV. **COVID-19 Update**: Kelly reported that in the last 14 days there have been 183 cases. This is compared to 253 cases last week and 532 cases last month. Sampson County has a 4.7% positivity rate, and the State has a 6.2% positivity rate. Sampson County is 52% partially vaccinated and 48% fully vaccinated. Kelly stated that Pfizer Pediatric Vaccines have been given approval to be administered to those 5-11 years of age. SCHD plans to begin administering these on Wednesday, November 17<sup>th</sup> at the Expo Center. 1% (49 children) of the 5–11-year-old population have received the first vaccine. There are approximately 4,500 children in this age range who are eligible for the vaccine in Sampson County. Kelly informed the Committee that the NC DHHS has established a Family Vaccination Site at SCC. It will be open Thursday-Friday from 1:00 PM- 6:00 PM and Saturday from 10:00 AM- 2:00 PM. This site will be open at this location until November 20<sup>th</sup> then will likely move to the Expo Center. Vaccine incentives will also be given at these sites. Jacqueline Howard asked if they would only offer Pfizer during the events at SCC; Kelly reported, Yes. SCHD continues to offer all vaccines (Moderna, Pfizer and Janssen) on Mondays and Fridays at the Health Department and on Wednesday on the Expo Center. No appointment is needed. Covid testing is available at the Health Department on Tuesdays from 8:00 AM-10:00 AM and 2:00 PM-4:00 PM and Thursdays from 2:00 PM-4:00 PM. No appointment needed. Kelly stated that the SCHD is still seeking opportunities to vaccinate the community offsite. They recently participated in Ag Day and the Expo Center and administered 60 vaccines. They went onsite to a migrant camp on Friday, November 12<sup>th</sup> and administered 124 vaccines to H2A workers. She also stated that they continue to vaccinate home bound residents in Sampson County.
- V. **Environmental Health Department Update**: Kory stated that the department is still busy catching up from the previous staff turnover. Courtney received her authorization last Friday. Jose is very close to obtaining his. Pamela Lindsay, Environmental Health Specialist is doing very well, as her longevity in the position was a benefit to Kory's team. Kory reported Onsite applications: September 31; October 73; November 24 as of today. So far this year there have been 700 septic/well permits issued. Kory stated that in April they had an 8-week turnaround,

today their turn around is 2-3 weeks. He is pleased with this progress and praised his team for coming together. Wanda stated that Environmental Health has really worked hard to get where they are, and she is proud of them.

**VI. Advisory Board Policy Review**

- a) Operating Policy- Wanda stated that the only change to this policy was the Title. It will be changed from *Operating Policy and Procedures Policy* to *Operating Policy*. Dr. Bell asked for a motion to accept this policy with given changes. Motion to accept made by Jacqueline Howard, 2<sup>nd</sup> by Robert Butler.
- b) Conflict of Interest Policy- Wanda stated there were no changes to text. Dr. Bell asked for a motion to accept this policy with given changes. Motion to accept made by Jacqueline Howard, 2<sup>nd</sup> by Linda Peterson.
- c) 2022 Meeting Dates- Dates were provided to each member and discussed by Dr. Bell. Dr. Bell asked for a motion to accept these dates. Motion to accept made by Robert Butler, 2<sup>nd</sup> by Cynthia Davis.
- d) Committee Appointment- Wanda reviewed members and terms served. She stated Dr. Bell will be serving his 3<sup>rd</sup> term. Dr Bryan will come off this year as she has already served the max number of terms. Robert Butler will serve one more year. Cassie Faircloth and Charlotte Harrell agreed to serve a 3<sup>rd</sup> term. Wanda stated that all other members are good until dates listed by their names. She did state that she is having trouble finding a doctor to fill Dr. Bryan's place, as most of them in the area have already served. All information will be submitted to County Commissioners in December. Wanda reminded the committee that the new term will start January 2022.

**VII. Financial**

- a) Financial Update-Tamra reviewed the financial update. She reported that WIC numbers are still up. She asked the committee if they had any questions, no questions. She then reviewed the Medicaid Revenue. She asked the committee if they had any questions, no questions. Tamra stated that managed care is still challenging as she is still getting use to billing 6 companies, when before there was only one. Tamra reviewed the graphs and stated that there were still some local and Medicaid revenues pending.
- b) Fiscal Policy Review- Tamra reviewed her policy. She stated that she replaced Jacqueline Howard with Jeffrey Bell. She also changed the Outreach programs to CMHRP and CMARC as they are the new acronyms. Dr. Bell asked for a motion to accept this policy with given changes. Motion to accept made by Linda Peterson, 2<sup>nd</sup> by Yire Hernandez.
- c) Fee Schedule Update- Tamra stated we will now bill a \$40.00 administration fee for all vaccines. The Health Department did not bill initially for COVID vaccines. If patient provides insurance information, they will bill insurance company for the \$40.00 administration fee. If the insurance company does not pay the full \$40.00, the patient will not be billed the remaining balance. Tamra stated that if the patient does not have insurance, she will bill HRSA, which is through the State. Wanda stated that some patients are giving push back about providing insurance information. Tamra stated she thinks they are worried they will receive a bill, which they will not. Robert Butler asked if this reimbursement for the vaccine was from the Federal Government. Wanda stated that the reimbursement is only for the administration, as the State provides the vaccine. Dr. Bryan stated that the process of administering vaccines is very in depth. Wanda

stated the time it takes 2 to 3 staff members to document all areas is a lot. Dr. Bryan and Wanda agreed that the public does not realize how much effort it takes to get a single person vaccinated and continue to provide all other services. Wanda stated that on 10/27/2021 the Health Department gave >400 COVID Vaccines. Jacqueline Howard asked if they were charging the administration fee at off-site locations. Wanda responded, yes. Dr. Bell asked for a motion to accept fee updates.

- d) United Way Grant- Tamra stated that this grant helps the Health Department with BCCCP patients. Last year she stated we were awarded \$7,000. It will pay for mammograms and ultrasounds for the uninsured and underinsured patients that qualify for this program. Dr. Bell asked for a motion to accept the application for the United Way Grant. Motion accepted by Linda Peterson, 2<sup>nd</sup> by Robert Butler.
- e) Fiscal Year 2021 Revenue Report- Tamra reported that September was the cut-off for this report. She stated that this is the final reporting for revenues last year. Although clinics were cut, numbers stayed steady. She stated that between Medicaid and local revenue we did break even. This report did not consider Covid Funding, as it was based solely on services provided. Wanda praised staff for their work during COVID.

**VIII. Annual Report:** Kelly reviewed the Annual Report with all members. See attached report for details.

**IX. Health Directors Report:** Wanda reviewed the Community Health Grant. Application is due on January 14, 2022. Grant is in the amount of \$150,000.00. She stated she is looking to set up a primary care clinic and this would help start that and continue to provide services for programs such as family planning, maternal health and child health clinic. She is asking the committee for approval to move forward with this application. Dr. Bell asked for a motion to accept this application. Motion accepted by Robert Butler, 2<sup>nd</sup> by Cynthia Davis.

-At this time Wanda asked Kory to briefly explain the inspection process through Food and Lodging. Kory stated that anything completed through Environmental Health is state regulated. In 2012 they adopted the food code and switched to a different type of inspection. In the past the inspection focused on facility structure. He stated that dirty floors, etc. may only count as one point where if they find food not kept within proper temperature, that could count as 2-4 points. Now with the changes the inspection focuses on procedures as opposed to the facility structure. He stated that the first thing they look at is food temperature, food handling, food storage, heating, cooling, employee handwashing, changing gloves, as these are the critical things that could make a customer sick. When the inspection is completed, they mark items that need to be addressed. When they return, if they same things are marked, they are considered repeat violations. Kory explained that depending on the type of violation, Environmental Health does have different time frames as to when they will return. These return dates are not scheduled due to not wanting the restaurant to know when to expect them. He explained that his department is tasked to ensure that restaurants are safe for the customers. They are followed by state inspectors and must follow state guidelines. Wanda stated that she has shadowed the staff to see how these inspections work. She explained that there are violations that the average customer would not notice and that is why Kory and his staff must be so detailed. She explained that once the inspection is completed Environmental Health does sit down with the managers and reviews the report piece by piece. This ensures that the manager

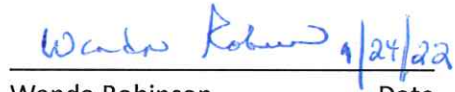
is fully aware of what needs to be done. Mr. Causey asked if any of these inspections were scheduled. Kory reported no they were not due to if a restaurant knows they are being inspected they will fix problems before inspector gets there. Kory explained that initial inspections are scheduled as those are for permit purposes. Kory added that there are times that managers are not happy with the inspection and request a reinspection. In this event, Environmental Health has 15 calendar days to return, unannounced. Robert Butler asked about Serve Safe. Kory responded that this piece had been set aside due to COVID and the staffing shortage. He stated that Jason is working on being able to offer that again.

X. **Public Comment:** None.

XI. **Adjournment:** Motion to adjourn made by Robert Butler, 2<sup>nd</sup> by Dr. Bell.

Next meeting January 24, 2022.

 005 124-22  
\_\_\_\_\_  
Dr. Jeffrey Bell                      Date  
Advisory Committee Chair

 1/24/22  
\_\_\_\_\_  
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.