



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
June 6, 2022**

Comments related to public hearings and Public Comment have also been welcomed via US Mail and email.

6:00 pm Convene Regular Meeting (County Auditorium)

Invocation and Pledge of Allegiance
Approve Agenda as Published

Item 1 Presentations

- a. Update on Water System Expansion Projects 1 - 7

Item 2 Planning & Zoning Matters

8 - 14

- a. Public Hearing - Request to Rezone 2.50-Acre Parcel (Tax Parcel 14084504309, Plain View Highway) from Residential Agriculture to Conditional Commercial 15 - 21
- b. Public Hearing - Request to Rezone 2-Acre Parcel (Tax Parcel 13011575501, Grimes Road) from Commercial to Residential Agricultural 22 - 32

Item 3 Action Items

- a. Public Hearing - Proposed Budget for FY 2022-2023 33 & 34
- b. Public Hearing - Economic Development Expenditures in Proposed Budget for FY 2022-2023 33 & 35
- c. Public Hearing - Revisions to the Sampson County EMS Franchise Ordinance 36 - 49
- d. Appointments 50 - 55
- Hospital Board of Trustees
 - SEDC
 - Advisory Board of Older Adult Services
 - JCPC
 - CVB Board (including appointment of Chairman)

Item 4 Consent Agenda

56 - 57

- a. Approve the minutes of the May 2, 2022 and May 23, 2022 meetings 58 - 66

Item 4 Consent Agenda, continued

- b. Authorize execution of a lease between Sampson County and the NC Department of Public Safety for +/- 3,650 square feet of office space located at 100 Main Street and +/- 855 square feet at 405 County Complex Road 67 - 73
- c. Authorize the waiver of all overdue fines on the accounts of patrons who are under the age of 18 from June 13 - August 1 as part of the Sampson-Clinton Library's Fine Free Summer for Juvenile and Young Adult books 74 - 75
- d. Authorize acceptance of Bright Ideas Grant by the Sampson-Clinton Library and execution of associated grant agreement documents 76 - 82
- e. Approve execution of an easement between Sampson County and Duke Energy Progress, LLC for parcel 06011723101 83 - 84
- f. Approve the revised Home and Community Care Block Grant Funding Plan, Revision 1 85
- g. Authorize execution of the Satisfaction of Security for Mary Catherine Vann Deed of Trust 86 - 87
- h. Declare as surplus and authorize transfer of service weapons (Sig Sauer pistols serial numbers 47A066292 and 47A065135) to retiring officers Judy Jackson and Ray Draughon 88
- i. Adopt a resolution authorizing the execution of contracts for rescue services between Sampson County and Clinton-Sampson Rescue and EMS, Inc., Newton Grove Rescue Squad, Roseboro Rescue and EMS, and Suttontown EMS 89 - 149
- j. Approve the applications for Public School Building Capital Funds (Lottery Funds) 150 - 152
- k. Adopt the Resolution to Support the myFutureNC Attainment Goal 153
- l. Approve the JCPC Funding Plan for FY 22-23 154 - 160
- m. Approve a delinquent late list penalty for Prestage Ag Energy, LLC 161 - 167
- n. Approve the tax refunds and releases as submitted 168 - 173
- o. Approve budget amendments as submitted 174 - 193
- Consent - Board of Commissioners and Board of Health** **194**
- p. Approve revised Health Dept Fees/CPT Update 195

Item 5	Board Information – Board of Health	196 - 197
	a. March 21, 2022 Minutes from SCHD Advisory Committee Meeting	198 - 200
	b. March 21, 2022 Minutes from Dangerous Dog Appeal Hearing	201 - 207
	c. 2021 Sampson County Community Health Assessment (CHA)	208 - 319
Item 6	County Manager’s Reports	
Item 7	Public Comment Period	320 - 321

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

Recess to Reconvene – June 9, 2022, 10 am

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1(a)

Meeting Date: June 6, 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

SUBJECT: Update on Water System Expansion Projects

DEPARTMENT: Public Works

PUBLIC HEARING: No

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

PURPOSE: To update the Board on efforts to obtain grant funding and progress on grant funded projects

ATTACHMENTS: Memo and Project Spreadsheet

BACKGROUND:

Public Works Director Lin Reynolds will bring the Board up to date on the progress of a number of water system expansion projects.

RECOMMENDED ACTION OR MOTION:

No action needed

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: WATER PROJECT UPDATES
DATE: MAY 18, 2022
CC:

Public Works has been and is currently engaged in multiple water projects throughout the county. Please see an update on all projects as listed below:

Current Projects:

Johnson County Phase 2-Oak Grove Church Rd	95% Complete	Waiting on Concrete Drives/Vault
King Road	90% Complete	Finish Tie In @ NC 403
NC 403 Mag/Iron Treatment	20% Complete	Backlog for parts
Enviva Well/Treatment	95% Complete	Backlog for parts
Clement Expansion	5% Complete	Surveying underway
Spivey Corner/Roseboro Tanks/Boosters	5% Complete	Surveying underway
South Eldridge Road	Complete	Installing taps
New wells (2)	Study underway	

Grant Applications

Ivanhoe/Ingold/Garland	Application for grant submitted April 2022
Loan grant-Enviva Well/Treatment	Application for grant submitted April 2022
Loan grant-Johnson County Ph 2	Application for grant submitted April 2022
Andrew Chapel/Old Mintz,	Application due for grant in September 2022
Claudes Drag & Fleet Cooper	(See above)
Direct Line Appropriation-Congress	April 2022 (\$1M) grant-Treatment plant max.

Marketing

3 Community Outreach Meetings

Ivanhoe Approximately 50 Residents

Mintz Area Approximately 30 Residents

Lakewood School Approximately 19 Residents

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

<u>Road Name</u>	<u>Marketing Date</u>	<u>Deadline Date</u>	<u>Status Results</u>
Lakewood School Road	May 4, 2022	July 5, 2022	1 Paid
Bubba Gump	May 4, 2022	July 5, 2022	0 Paid
NC 242	May 4, 2022	July 5, 2022	0 Paid
Serenity Lake Road	May 4, 2022	July 5, 2022	0 Paid
Welcome School Rd	June 1, 2022	August 1, 2022	0 Paid
Elbow	June 1, 2022	August 1, 2022	0 Paid
Auctioneer	June 1, 2022	August 1, 2022	0 Paid
Kenan Weeks	June 1, 2022	August 1, 2022	0 Paid
Goshen Church	June 1, 2022	August 1, 2022	0 Paid
Jernigan Loop	June 1, 2022	August 1, 2022	0 Paid
Elwell	June 1, 2022	August 1, 2022	0 Paid

Proposed Projects 2022-2026

Reynolds 5/17/2022
ARP \$8M

Rank	Purpose	Name Road	From	To	# miles	# on Pet/Homes	Water Source Length	Total Miles	Est. Cost	Running total	# Cust/Mileage Score	\$/Cust	Payback Years	Yes/No
	Sys.Imp.	Overhead Tank	Spivey's Corner						\$ 2,000,000	\$ 2,000,000				
	Sys.Imp.	Booster Pump	Spivey's Corner						\$ 400,000	\$ 2,400,000				
	Sys.Imp.	Keener Well	Keener						\$ 1,000,000	\$ 3,400,000				
	Sys.Imp.	King Rd Well							\$ 1,000,000	\$ 4,400,000				
	Sys.Imp.	S. McCullen Rd.	Keener Rd.	King Rd.	1.6	12	0	1.6	\$ 474,816	\$ 4,874,816				
	Sys.Imp.	Gov. Moore	H.B. Lewis Rd.	King Rd.	4.2	37	0	4.2	\$ 1,351,392	\$ 6,226,208				
	Sys.Imp.	N.C. 24	Vault East	Vault West	3.4	0	0	3.4	\$ 1,173,984	\$ 7,400,192				
	Sys.Imp.	Overhead Tank	Roseboro						\$ 2,000,000	\$ 9,400,192				
	Sys.Imp.	Booster Pump							\$ 400,000	\$ 9,800,192				
	Sys. Imp	Tyn Bridge	Dunn Rd	Vandor Rd	0.5	12	0	0.5	\$ 110,880	\$ 9,911,072				
	Sys. Imp	Vandor Rd	Tyn Bridge	Howard	0.6	15	0	0.6	\$ 133,056	\$ 10,044,128				
	Needed for increase in pressure for area (loop)													
	Sys. Imp	Peavine	Five Bridge	Tie End	1.5	21	0	1.5	\$ 565,800	\$ 10,609,928	14.0	\$ 26,943	\$ 52	
	Makes loop for county to furnish water West of Clinton (backup)													
	Sys. Imp	Hollerin Rd.	US 13	Tie end	1.7	18	0	1.7	\$ 496,992	\$ 11,106,920	10.6			
	Makes loop to serve new tank													

SCIF \$9M

Rank	Purpose	Name Road	From	To	# miles	# on Pet/Homes	Water Source Length	Total Miles	Est. Cost	Running total	# Cust/Mileage Score	\$/Cust	Payback Years	Yes/No
	New Serv	L'wood Sch Rd.	N.C. 242	Laurel lk Rd.	2	98	0	2	\$ 563,520	\$ 563,520	49.0			
		Bubba Gp Lane	L'wood Sch Rd.	Dead End	0.35	18	0	0.35	\$ 77,616	\$ 641,136	51.4			
		N.C. 242	N.C.24	L'wood Sch Rd.	1.3	0	3	4.3	\$ 1,073,568	\$ 1,714,704	0.0			
	Used 4.3 miles to water source for this score (4.3 miles total)							Cumulative score			17.4	\$ 14,782	\$ 28.6	
	New Serv	Serenity Lake	Belvoir Sch. Rd.	Dead End	0.5	14	0	0.5	\$ 199,360	\$ 1,914,064	28.0	\$ 14,240	\$ 28	
	New Serv	Welcome Sch	Howard Rd.	Dead End	1	25	0	1	\$ 258,720	\$ 2,172,784	25.0	\$ 10,349	\$ 20	
	New Serv	Elbow	Butler Rd	Dunn Rd	0.7	15	0	0.7	\$ 194,040	\$ 2,366,824	21.4	\$ 12,936	\$ 25	
	New Serv	Auctioneer Rd.	Gov. Moore	N.C.403	1.7	32	0	1.7	\$ 556,992	\$ 2,923,816	18.8	\$ 17,406	\$ 34	
	New Serv	Kenan Weeks	End Of Line	William R. King	0.7	13	0	0.7	\$ 215,232	\$ 3,139,048	18.6	\$ 16,556	\$ 32	
	New Serv	Goshen Church	Tie 4 inch	Goshen Ch.	1.8	34	0.6	2.4	\$ 652,224	\$ 3,791,272	14.2	\$ 19,183	\$ 37	
	New Serv	Jernigan Loop	Timothy Rd.	Dead End	1	14	0	1	\$ 221,760	\$ 4,013,032	14.0	\$ 15,840	\$ 31	
	New Serv	Elwell Rd.	NC 411	Dead End	0.8	10	0	0.8	\$ 177,408	\$ 4,190,440	12.5	\$ 17,741	\$ 34	
	Separate grant, if not successful, then SCIF funding													
	New Serv	Andrew Cha Rd.	Vault East	Old Mintz Hwy	4.6	22	0	4.6	\$ 1,260,096	\$ 5,450,536	4.8			
		Old Mintz Hwy.	Claudes Drag	Tie End	7.8	120	0	7.8	\$ 2,089,728	\$ 7,540,264	15.4			
		Claudes Drag	City limits	Old Mintz Hwy	1.2	30	5.9	7.1	\$ 1,694,496	\$ 9,234,760	4.2			
		Fleet Cooper	Andrew Cha Rd.	Claudes Drag	1.3	9	2.85	4.15	\$ 980,304	\$ 10,215,064	2.2			
	Andrew Chapel & Fleet Cooper is required for trunk line					181		Cumulative score			12.1	\$ 33,285	\$ 64.5	

SCIF \$9M														
Rank	Purpose	Name Road	From	To	# miles	# on Pet/Homes	Water Source Length	Total Miles	Est. Cost	Running total	# Cust/Mileage Score	\$/Cust	Payback Years	Yes/No
	New Serv	Herring Rd.	NC 903	US 421	5.7	49	0	5.7	\$ 1,564,032		8.6			
		Kader Merrit	Union Vault	NC 903	0.8	7	0	0.8	\$ 206,976		8.8			
		Moon Johnson	Herring Rd	Dead End	0.6	20	0	0.6	\$ 155,232		33.3			
		Bill Town Rd.	Herring Rd	NC 903	1.6	22	0	1.6	\$ 474,816		13.8			
		Booster Pump							\$ 400,000					
Herring Rd and Kader Merrit Trunk line (req'd)					8.7	98	Cumulative score				11.3	\$ 28,582	\$ 55.4	
Separate State Grant														
	Source	2 New Wells							\$ 2,000,000					
		Booster Pump							\$ 400,000					
		Water Tank							\$ 1,500,000					
	New Serv	Ivanhoe Road	Wildcat Road	County Line	6.8	74	0	6.8	\$ 2,167,968		10.9			
		Gene Shaw Rd.	Ivanhoe Rd.	Dead End	0.76	12	0	0.76	\$ 228,538		15.8			
		Eddie Jones Rd.	Ivanhoe Rd.	M.P.1	1	15	0	1	\$ 281,760		15.0			
		Jumping Run Rd.	Eddie Jones Rd.	Dead End	0.5	8	0	0.5	\$ 170,880		16.0			
		Mckoy Loop Rd.	Ivanhoe Rd.	Ivanhoe Rd.	1.53	21	0	1.53	\$ 339,293		13.7			
		Barnhill Rd.	Ivanhoe Rd.	Dead End	0.5	6	0	0.5	\$ 110,880		12.0			
		Wildcat	Blevin Maynard Rd	Ivanhoe Rd.	0.9	4	0	0.9	\$ 259,584		4.4			
		Hoover Rd.	Alpine Rd.	Buchhorn Rd.	1.6	10	0	1.6	\$ 594,816		6.3			
		Alpine Rd.	Ivanhoe Rd.	Dead End	1.6	20	0	1.6	\$ 594,816		12.5			
		Dr. Kerr Rd.	Ivanhoe Rd.	Trestle Rd.	1.3	4	0	1.3	\$ 468,288		3.1			
		Trestle Rd	Dr. Kerr Rd.	Dr.Kerr Rd.	0.6	19	0	0.6	\$ 133,056		31.7			
Sum					17.09	193	Cumulative score				11.3			
Total Est Price									\$ 9,249,878			\$ 47,927	\$ 93	
	New serv	JC Howard	Howard Rd	Dead End	0.4	4	0	0.4	\$ 103,488	\$ 103,488	10.0	\$ 25,872	\$ 50	

Rank	Purpose	Name Road	From	To	# miles	# on Pet/Homes	Water Source Length	Total Miles	Est. Cost	Running total	# Cust/Mileage Score	\$/Cust	Payback Years	Yes/No
Petitioned Roads on File below target score of 10														
	New Serv	Taylor's Bridge	River Rd.	Hagar Murphy	1.1	10	0	1.1	\$ 243,936	\$ 347,424	9.1	\$ 24,394	\$ 47	
	New Serv	Dave Bright Rd.	County Line	Pine Ridge Rd.	2.7	41	3.2	5.9	\$ 1,608,384	\$ 1,955,808	6.9	\$ 39,229	\$ 76	
	New Serv	Barker Rd.	Harmony Church	Bass Lake Rd.	1.7	9	0	1.7	\$ 496,992	\$ 2,452,800	5.3	\$ 55,221	\$ 107	
	New Serv	William R. King	Suttontown Rd.	NC 50-55	5.7	34	2.6	8.3	\$ 2,380,608	\$ 4,833,408	4.1	\$ 70,018	\$ 136	
	New Serv	Huntley School	High House Rd.	Corinth Ch. Rd.	3.9	15	0	3.9	\$ 1,044,864	\$ 5,878,272	3.8	\$ 69,658	\$ 135	
	New Serv	Norris Rd.	NC 411	US 701	4	24	3.5	7.5	\$ 2,083,200	\$ 7,961,472	3.2	\$ 86,800	\$ 168	
	New Serv	5 Bridge Rd.	Bearskin Rd	Tie End	1.9	6		1.9	\$ 481,344	\$ 8,442,816	3.2	\$ 80,224	\$ 155	
	New Serv	Waycross Rd.	Needmore Rd.	Trinity Ch Rd.	5.5	27	3.6	9.1	\$ 2,558,016	\$ 11,000,832	3.0	\$ 94,741	\$ 184	
	New Serv	Nathan Dudley	End Of Line	Dead End	0.4	1	0	0.4	\$ 88,704	\$ 11,089,536	2.5	\$ 88,704	\$ 172	
	New Serv	Wade Daughtry	Brewer Rd.	Dave Bright	1.3	8	1.9	3.2	\$ 829,632	\$ 11,919,168	2.5	\$ 103,704	\$ 201	
	New Serv	Pine Ridge Rd	Lake Artesia	Dave Bright	1.3	3	0	1.3	\$ 288,288	\$ 12,207,456	2.3	\$ 96,096	\$ 186	
	New Serv	US 701	Old US 701	Norris	1.1	2	0	1.1	\$ 423,936	\$ 12,631,392	1.8	\$ 211,968	\$ 411	

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a-b)

Meeting Date: June 6, 2022	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input checked="" type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Planning Issues

DEPARTMENT: Sampson County Planning & Zoning

PUBLIC HEARING: Yes

CONTACT PERSON: Myron Cashwell, Inspections and Planning Director

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

ATTACHMENTS: Planning Staff Memorandum; Maps

BACKGROUND:

There are two separate hearings and items for consideration. The Chairperson should open each hearing (individually) and call upon Mr. Cashwell to review the request, then open the floor for public comment.

- a. Public Hearing - Request to Rezone 2.50-Acre Parcel (Tax Parcel 14084504309, Plain View Highway) from Residential Agriculture to Conditional Commercial The Planning Board has recommended approval of the request to rezone 2.50-acre surveyed portion of a 5.56-acre parcel from Residential Agricultural (RA) to a Conditional Commercial (C) (CZ) Zoning District for the purpose of establishing a primary care medical facility. The Sampson County Planning Board found the proposed rezoning to be consistent with the Residential Growth Land Use Category and to positively align with the main purpose and intent of such designation. The Planning Board found that the conditional rezoning request is reasonable and in best public interest.

- b. Public Hearing - Request to Rezone 2-Acre Parcel (Tax Parcel 13011575501, Grimes Road) from Commercial to Residential Agricultural The Planning Board has recommended approval of the request to rezone a 2-acre parcel from Commercial (C) to a Residential Agricultural (RA) Zoning District. The Sampson County Planning Board found the proposed rezoning to be consistent with the Rural Residential/Agriculture Land Use Category and to positively align with the main purpose and intent of such designation. The Planning Board found that the rezoning request is reasonable and in best public interest.

RECOMMENDED ACTION OR MOTION:

See next page

- a. Approve the request to Rezone 2.50-Acre Parcel (Tax Parcel 14084504309, Plain View Highway) from Residential Agriculture to Conditional Commercial, adopting the following consistency statement:
The Sampson County Board of Commissioners finds the proposed conditional 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 conditional rezoning request to establish a primary care medical facility is reasonable and in best public interest and all other permitted uses included in this Conditional Commercial (C) (CZ) Zoning District are reasonable and in best public interest. The Sampson County Board of Commissioners finds the proposed conditional rezoning to be consistent with the land use plan.

- b. Approve the request to Request to Rezone 2-Acre Parcel (Tax Parcel 13011575501, Grimes Road) from Commercial to Residential Agricultural, adopting the following consistency statement:
The Sampson County Board of Commissioners finds the proposed rezoning to be consistent with the Rural Residential/Agriculture 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 in best public interest. The Sampson County Board of Commissioners finds the proposed rezoning to be consistent with the land use plan.

Sampson County Inspections & Planning Department

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



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

From: Austin Brinkley, Senior Planner, CZO, CFM

Subject: June 6, 2022, Board of Commissioners Meeting

Date: May 11, 2022

SAMPSON REGIONAL MEDICAL CENTER CONDITIONAL REZONING (RESIDENTIAL AGRICULTURAL TO CONDITIONAL COMMERCIAL)

The proposed **SAMPSON REGIONAL MEDICAL CENTER CONDITIONAL REZONING** for a 2.50-acre surveyed portion of Tax Parcel 14084504309 was reviewed by the Sampson County Planning Board at their May 9, 2022, meeting. Austin Brinkley, Senior Planner, provided an overview of the proposed rezoning, which is a proposal to rezone a 2.50-acre surveyed portion of a 5.56-acre parcel from being Residential Agricultural (RA) to a Conditional Commercial (C) (CZ) Zoning District for the purpose of establishing a primary care medical facility. Sampson Regional Medical Center has applied for this rezoning, Watery Branch, LLC, property owner, has given consent for Sampson Regional Medical Center to submit this conditional rezoning application. The parcel is served by County water and individual septic. The Sampson County Land Use Plan classifies the parcel as being within the Residential Growth Land Use Category.

The Planning Board recommends approval of the conditional rezoning request. The recommendation for approval is based off the Planning Board's decision that the proposed conditional rezoning is consistent with the land use plan. The Sampson County Planning Board found the proposed rezoning to be consistent with the Residential Growth Land Use Category and to positively align with the main purpose and intent of such designation. The Planning Board found that the conditional rezoning request is reasonable and in best public interest and recommends approval to the Sampson County Board of Commissioners.

KAREN WALLER REZONING (COMMERCIAL TO RESIDENTIAL AGRICULTURAL)

The proposed **KAREN WALLER REZONING** for Tax Parcel 13011575501 was reviewed by the Sampson County Planning Board at their May 9, 2022, meeting. Jessie Matthews, Planner, provided an overview of the proposed rezoning, which is a proposal to rezone a 2-acre parcel from being Commercial (C) to a Residential Agricultural (RA) Zoning District. Karen E. Waller, owner, has applied for this rezoning. The parcel is served by well water and individual septic. The Sampson County Land Use Plan classifies the parcel as being within the Rural Residential/Agriculture Land Use Category.

The Planning Board recommends approval of the rezoning request. The recommendation for approval is based off the Planning Board's decision that the proposed rezoning is consistent with the land use plan. The Sampson County Planning Board found the proposed rezoning to be consistent with the Rural

Sampson County Inspections & Planning Department

405 County Complex Rd. STE 110

Clinton, North Carolina 28328

(910) 592-0146 (T) (910) 596-0773 (F)

Residential/Agriculture Land Use Category and to positively align with the main purpose and intent of such designation. The Planning Board found that the rezoning request is reasonable and in best public interest and recommends approval to the Sampson County Board of Commissioners.

Sampson County Planning Department

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



Minutes of the Sampson County Planning Board

<u>Meeting Date</u>	<u>Members Present</u>	<u>Members Absent</u>
May 9, 2022	Houston Crumpler, III Marilyn Brooks Jay Darden Gail Gainey Jason Tyndall	

County Attorney Joel Starling, Senior Planner Austin Brinkley, and Planner Jessie Matthews 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 April 6, 2022, meeting. Jay Darden made a motion that the minutes and written decision be approved as presented. The motion was seconded by Marilyn Brooks.

Ayes: Unanimous

New Business

SAMPSON REGIONAL MEDICAL CENTER CONDITIONAL REZONING R22-02

General Information: Rezone a 2.50-acre portion of a 5.56-acre tract to establish a primary care medical facility, Sampson County water is available, individual septic

Location: Plain View Hwy

Parcel #: 14084504309

Owner: Watery Branch, LLC

Applicant: Sampson Regional Medical Center

Current Zoning District: Residential Agricultural (RA)

Proposed Zoning District: Conditional Commercial (C) (CZ)

Land Use Plan: Residential Growth

Senior Planner, Austin Brinkley, presented a rezoning request submitted by Sampson Regional Medical Center to rezone a 2.50-acre portion of a 5.56-acre tract from Residential Agricultural (RA) to Conditional Commercial (C) (CZ). The purpose of this rezoning would be to establish a primary care medical facility on Plain View Hwy.

Mr. Brinkley provided the Planning Board with the following findings of fact for consideration by the Planning Board:

1. Sampson Regional Medical center has signed the rezoning application as the applicant.
2. The subject property is currently a vacant tract.
3. The 2.5 acres portion of the subject property has direct frontage Plain View Hwy.
4. The immediate surrounding properties are all located in the Residential Agricultural (RA) Zoning District.
5. All adjacent property owners within 100' have been notified by mail and the property has been posted.

Jerry Heinzman and Shawn Howerton were in attendance to answer questions about the Medical Center. Mr. Heinzman gave a brief description of the medical center and the potential benefits it would provide to the area including increasing the accessibility of health care.

After Board Discussion, Houston Crumpler, III moved to recommend approval of R22-02 to the Sampson County Board of Commissioners based on the following consistency statement:

Whereas, in accordance with the provisions of the North Carolina Statute 153A-341 the Sampson County Planning Board does hereby find and determine that the recommendation of the Zoning Map amendment R22-02 is consistent with the goals and objectives of the Sampson County Land Use Plan and the other long range planning documents due to the parcel fronting on Plain View Hwy. and the proposed uses being limited commercial uses intended to serve and benefit the surrounding community.

The motion was seconded by Gail Gainey.

Ayes: Unanimous

SKETCH PLAN – DELMORE ACRES PHASE II

General Information: 10.16 acres, 12 lots, Sampson County Water, Individual Septic

Zoning: Residential Agricultural (RA)

Parcel #: 08020871410

Owner: James Dail, LLC

Surveyor/Engineer: Larry King & Associates

Developer: James Dail, LLC

Location: South River Rd

Township: Little Coharie

Senior Planner, Austin Brinkley, presented a subdivision request submitted for the Delmore Acres Phase II subdivision. Mr. Brinkley informed the Board that the application appeared to be compliant with the standards necessitated in the Zoning Ordinance and recommended that it be approved.

Houston Crumpler, III moved to approve the motion. The motion was seconded by Gail Gainey.

Ayes: Unanimous

KAREN WALLER REZONING

R22-04

General Information: 2 acres, Well Water, Individual Septic

Location: 1770 Grimes Rd.

Parcel #: 13011575501

Owner: Karen E. Waller

Current Zoning District: Commercial (C)
Proposed Zoning District: Residential Agricultural (RA)
Land Use Plan: Rural Residential/Agriculture

Planner, Jessie Matthews presented a rezoning request submitted by property own Karen E. Waller to rezone 2 acres located on Grimes Rd. Mount Olive, NC from Commercial (C) to Residential Agricultural (RA).

Mrs. Matthews provided the Planning Board with the following findings of fact for consideration by the Planning Board:

1. Karen E. Waller has signed the rezoning application as the owner of the property under consideration.
2. The subject property is currently a residential home that serves as a primary residence.
3. The subject property is 2 acres with direct frontage on Grimes Rd. and abuts Coker Store Rd.
4. The immediate surrounding properties are all located in the Residential Agricultural (RA) Zoning District.

Karen Waller, the property owner, offered a brief description of her home and stated that no business is located on the property.

After Board Discission, Houston Crumpler, III moved to recommend approval of R22-04 to the Sampson County Board of Commissioners based on the following consistency statement:

Whereas, in accordance with the provisions of the North Carolina Statute 153A-341 the Sampson County Planning Board does hereby find and determine that the recommendation of the Zoning Map amendment R22-04 is consistent with the goals and objectives of the Sampson County Land Use Plan and the other long range planning documents due to the fact this parcel is surrounded by properties zoned Residential Agricultural (RA).

The motion was seconded by Jason Tyndall.

Ayes: Unanimous

Other Business

There being no further business, Chairman Crumpler made a motion to adjourn. The motion was seconded by Jay Darden.

Aye: Unanimous

The Planning Board adjourned at 06:25pm.

Houston Crumpler, III Chairman

Austin Brinkley, Secretary

Karen Waller Rezoning Request STAFF REPORT

Sampson County Planning & Zoning

R22-04

REQUEST SUMMARY

Application Number: R22-04

Property Location: 1770 Grimes Rd.

Request: Rezone from the Commercial (C) Zoning District to the Residential Agricultural (RA) Zoning District.

Acreage: 2 acres

Applicant: Karen E. Waller

Existing Land Use: Residential Home, Primary Residence

Property Owner: Karen E. Waller

Current Zoning: Commercial (C)

Tax Map Number: 13011575501

Proposed Zoning: Residential Agricultural (RA)



Karen Waller Rezoning Request

STAFF REPORT

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request based on the fact that this parcel is surrounded by properties zoned Residential Agricultural (RA). The Residential Agricultural (RA) Zoning District is intended to protect the agricultural sections of the County and this proposed rezoning would support that intent.

COMPATIBILITY WITH ADOPTED PLANS

The Sampson County Land Use Plan classifies this site as being within the Rural Residential/Agriculture land use designation. The Rural Residential/Agriculture area is identified as being an area that supports low-density residential, agriculture and forestry. The Residential Agricultural (RA) Zoning District is a corresponding district to the Rural Residential/Agricultural land use designation.

Appropriate land uses would include primarily low-density residential development integrated with agricultural and forestry types of land use. Limited public, institutional, office, and commercial uses meeting locational criteria could also be expected. Locational criteria for non-residential uses include frontage and access to a major state highway or secondary road, proximity to similar uses and spatial separation from non-compatible uses such as existing residential development. Land uses are preferred to develop with public water and with or without public sewer.

The types of uses allowed in the Residential Agricultural (RA) Zoning District meet the main purpose and intent of the Rural Residential/Agriculture Land Use Category. This proposed rezoning would be consistent with the Sampson County Land Use Plan.

SYNOPSIS OF SITE AND SURROUNDING INFRASTRUCTURE

The subject property currently consists of an occupied residential home. The 2 acres proposed to be rezoned has direct frontage on Grimes Rd. and abuts Coker Store Rd. The use of adjacent properties are agricultural uses and residences. The immediate surrounding properties are all located in the Residential Agricultural (RA) Zoning District.

Environmental Site Conditions

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

Karen Waller Rezoning Request

STAFF REPORT

Fire Service Protection

Fire service at the site is provided by the Smiths Chapel Volunteer Fire Department.

Surrounding Zoning and Land Use

- All surrounding properties are zoned Residential Agricultural (RA)

Water & Sewer Utilities

- The property is served by well water and individual septic

Traffic Impacts & AADT

Traffic Count Year	Road Name	Average Trips per day (ATD) – Actual	Capacity (ATD)
2020	Grimes	600	15,500

The uses allowed in the Residential Agricultural (RA) Zoning District have the potential to generate a mild increase in traffic. The ATD are well below the design capacity for Grimes Rd., there will be no traffic impact of any significance to threaten the capacity of Grimes Rd.

District Schools

- Hobbton Elementary School
- Hobbton Middle School
- Hobbton High School

ZONING DISTRICT COMPARISON – Commercial (C) to Residential Agricultural (RA)

The subject property is currently zoned Commercial (C).

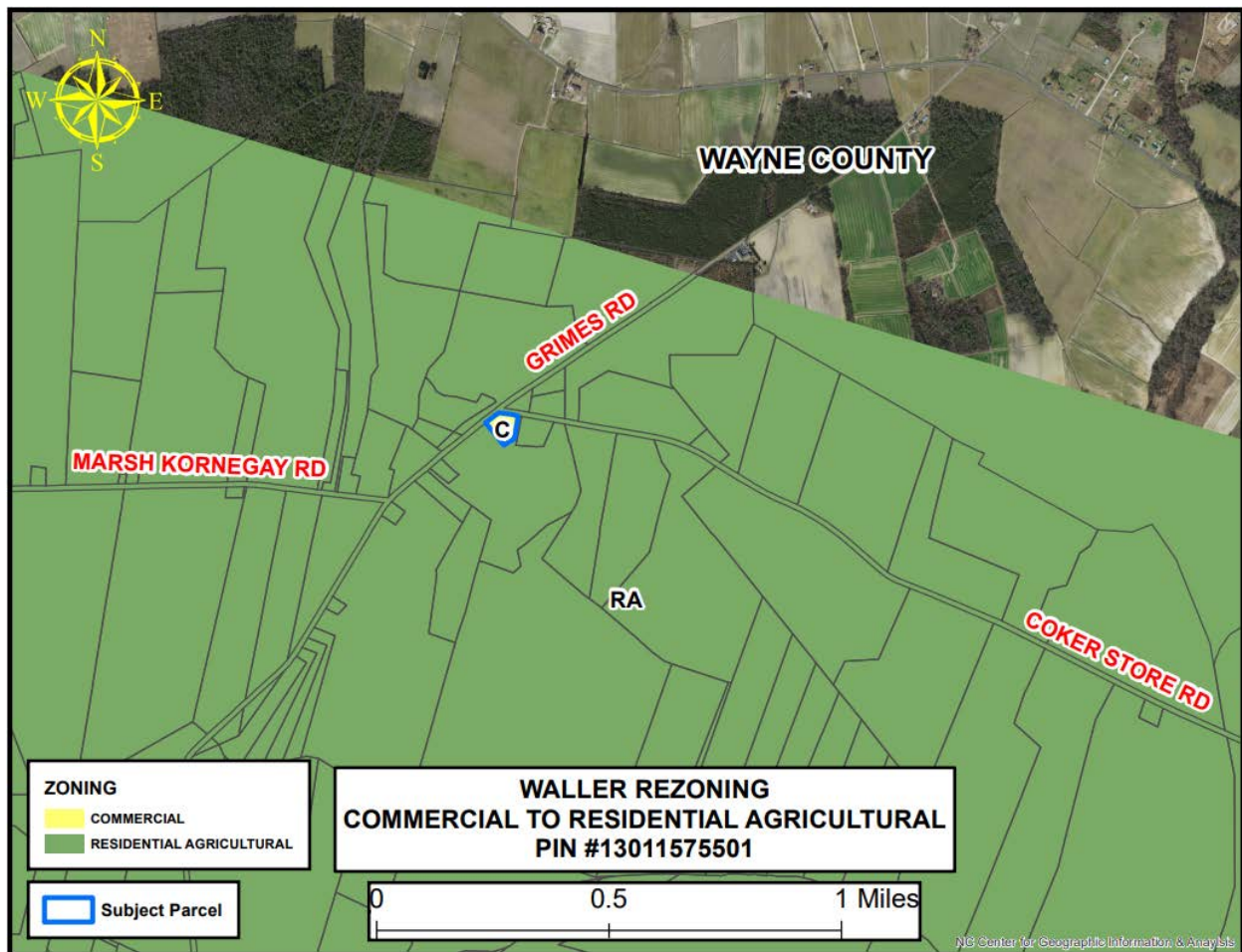
The purpose of the Commercial (C) Zoning District is to accommodate commercial uses that are essential services that a community needs. It is important that each commercial district be

Karen Waller Rezoning Request STAFF REPORT

located with appropriate traffic access and proper infrastructure to conduct business. Commercial business should not be detrimental to the public health safety or general welfare.

The subject property is proposed to be 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 permitted as a special requirement or by special use.



Karen Waller Rezoning Request

STAFF REPORT

ZONING COMPARISON TABLE

Residential Agricultural (RA)	Commercial (C)
<p>10,000 sq ft minimum lot size (public water & sewer available) 25,000 sq ft minimum lot size (public water w/ no sewer available) 30,000 sq ft minimum lot size (no public water & no public sewer)</p> <p>For multi-family development there shall be no more than 6 units per acre</p>	<p>40,000 sq ft minimum lot size</p> <p>For multi-family development there shall be no more than 6 units per acre</p>
<p style="text-align: center;">PERMITTED USES</p> <ul style="list-style-type: none"> *Restaurant **Brewery/Distillery/Winery *Farm Equipment Sales Barber & Beauty Shop **Convenience Store/Gas Station Volunteer Fire Station *Public Fishing Lake/Pond *Church <p style="text-align: center;">Residential Uses</p> <ul style="list-style-type: none"> Single-Family Dwelling Manufactured Home Modular Home *Dwelling Multi-Family <p style="text-align: center;">(THIS IS NOT A COMPLETE LIST OF USES, JUST AN OVERVIEW OF CERTAIN TYPES)</p> <ul style="list-style-type: none"> *Special Requirements **Special Use 	<p style="text-align: center;">PERMITTED USES</p> <ul style="list-style-type: none"> Government Buildings Child Care Center **Weapons Range Baseball Hitting Facility Zoo Hotel/Motel Farm Equipment Sales Convenience Store/Gas Station Grocery Store Tobacco Shop <p style="text-align: center;">Residential Uses</p> <ul style="list-style-type: none"> *Single-Family Dwelling *Dwelling Multi-Family Manufactured Home Park <p style="text-align: center;">(THIS IS NOT A COMPLETE LIST OF USES, JUST AN OVERVIEW OF CERTAIN TYPES)</p> <ul style="list-style-type: none"> *Special Requirements **Special Use

Karen Waller Rezoning Request

STAFF REPORT

Sampson County Planning & Zoning

R22-04

ATTACHMENT 1

APPROVAL OF REZONING PROPERTY FROM COMMERCIAL (C) TO RESIDENTIAL AGRICULTURAL (RA)

WHEREAS, Karen Waller, has submitted a petition to rezone Tax Parcel 13011575501 from Commercial (C) to Residential Agricultural (RA); and,

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

WHEREAS, the Rural Residential/Agriculture category's appropriate land uses are identified as being low-density residential, agriculture, and forestry; and,

WHEREAS, the Residential Agricultural (RA) Zoning District 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; and,

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

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

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

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

- A. A. The Official Zoning Map is hereby amended to classify Tax Parcel 13011575501 as Residential Agricultural (RA).
- B. The above amendment is effective upon the adoption of this Ordinance. Adopted this 6th day of June 2022.

SAMPSON COUNTY
BOARD OF COMMISSIONERS

ATTEST:

Susan J. Holder, Clerk to the Board

Sue Lee, Chairman

**SAMPSON COUNTY BOARD OF COMMISSIONERS
KAREN WALER REZONING
WORKSHEET**

Pursuant to NCGS 160D-605 (a), when the Governing Board is adopting or rejecting any zoning text or map amendment, the governing board shall approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive plan (Sampson County Land Use Plan).

Consistency Statement: The Sampson County Board of Commissioners finds the proposed rezoning to be consistent with the Rural Residential/Agriculture 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 in best public interest. The Sampson County Board of Commissioners finds the proposed rezoning to be consistent with the land use plan.

Voting Record for Recommendation:

Yes _____ No _____

Inconsistency Statement: The Sampson County Board of Commissioners finds the proposed rezoning to be inconsistent with the Rural Residential/Agriculture Land Use designation and finds that this rezoning, if executed, would have a negative impact on the public. The Sampson County Board of Commissioners deems this proposed rezoning to not be appropriate. The Sampson County Board of Commissioners finds the proposed rezoning to be inconsistent with the land use plan.

Voting Record for Recommendation:

Yes _____ No _____

Sampson Regional Medical Center Rezoning Request STAFF REPORT

Sampson County Planning & Zoning

R22-02

REQUEST SUMMARY

Application Number: R22-02

Property Location: Plain View Hwy.

Request: Rezone from the Residential Agricultural (RA) Zoning District to a Conditional Commercial (C) (CZ) Zoning District to establish a primary care medical facility

Acreage: 2.50 acres of a 5.56-acre tract proposed to be conditionally rezoned.

Applicant: Sampson Regional Medical Center

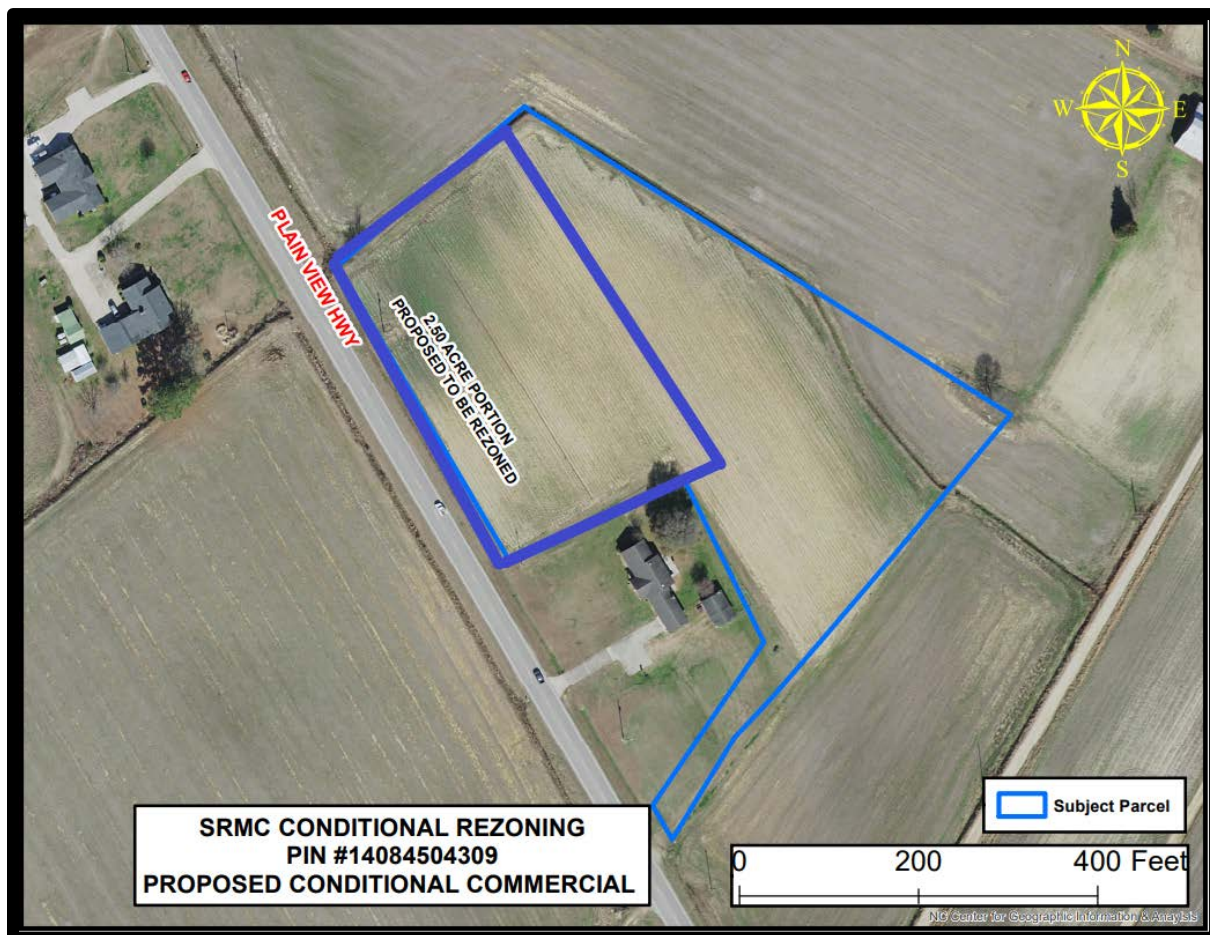
Existing Land Use: Vacant

Property Owner: Watery Branch, LLC

Current Zoning: Residential Agricultural (RA)

Tax Map Number: 14084504309

Proposed Zoning: Conditional Commercial (C) (CZ)



Sampson Regional Medical Center Rezoning Request

STAFF REPORT

STAFF RECOMMENDATION

Staff recommends approval of the conditional rezoning request based on the fact that the proposed uses for this particular Conditional Commercial (C) (CZ) Zoning District should not serve as a detriment to any of the surrounding properties/zoning districts. The purpose of this Conditional Commercial (C) (CZ) Zoning District is to establish a primary care medical facility on a 2.50-acre portion, other uses included in this proposed district are commercial uses that are essential services to benefit the surrounding community.

COMPATIBILITY WITH ADOPTED PLANS

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

The Residential Growth Area is identified as being an area that has a greater potential for development.

Appropriate land uses would include primarily residential development consisting of single-family home sites, residential subdivisions, and manufactured home parks. Limited public, institutional, office, and commercial uses meeting locational criteria could also be expected. Locational criteria for non-residential uses include frontage and access to a major state highway or secondary road, proximity to similar uses and spatial separation from non-compatible uses such as existing residential development. Land uses are preferred to develop with public water and with or without public sewer.

The proposed primary care medical facility and other uses that are included in this Conditional Commercial (C) (CZ) Zoning District align with the criteria set forth in the Residential Growth Land Use Category description. This proposed conditional rezoning would be consistent with the Sampson County Land Use Plan due to the parcel fronting on Plain View Hwy and the proposed uses being limited commercial uses intended to serve and benefit the surrounding community.

SYNOPSIS OF SITE AND SURROUNDING INFRASTRUCTURE

The subject property currently consists of vacant agricultural land situated next to agricultural properties and existing residential development in the general vicinity. The 2.50-acre portion proposed to be rezoned has direct frontage on Plain View Hwy. The immediate surrounding properties are zoned Mixed Residential District (MRD) and Residential Agricultural (RA). There is an existing commercial node at the intersection of Highway 421 and Highway 13 less than 2,000 feet away

Sampson Regional Medical Center Rezoning Request

STAFF REPORT

Environmental Site Conditions

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

Fire Service Protection

Fire service at the site is provided by the Spivey’s Corner Volunteer Fire Department.

Surrounding Zoning and Land Use

- Surrounding properties are zoned Mixed Residential District (MRD) and Residential Agricultural (RA)

Water & Sewer Utilities

- The property is served by County water and individual septic

Traffic Impacts & AADT

Traffic Count Year	Road Name	Average Trips per day (ATD) – Actual	Capacity (ATD)
2020	Plain View Hwy	4,800	15,500

A primary care medical facility has the potential to generate a moderate increase in traffic. The ATD are well below the design capacity for Plain View Hwy., there should be no traffic impact of any significance to threaten the capacity of Plain View Hwy.

Sampson Regional Medical Center Rezoning Request

STAFF REPORT

District Schools

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

ZONING DISTRICT COMPARISON – Conditional Commercial (C) (CZ) to Residential Agricultural (RA)

The subject property is currently 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 permitted as a special requirement or by special use.

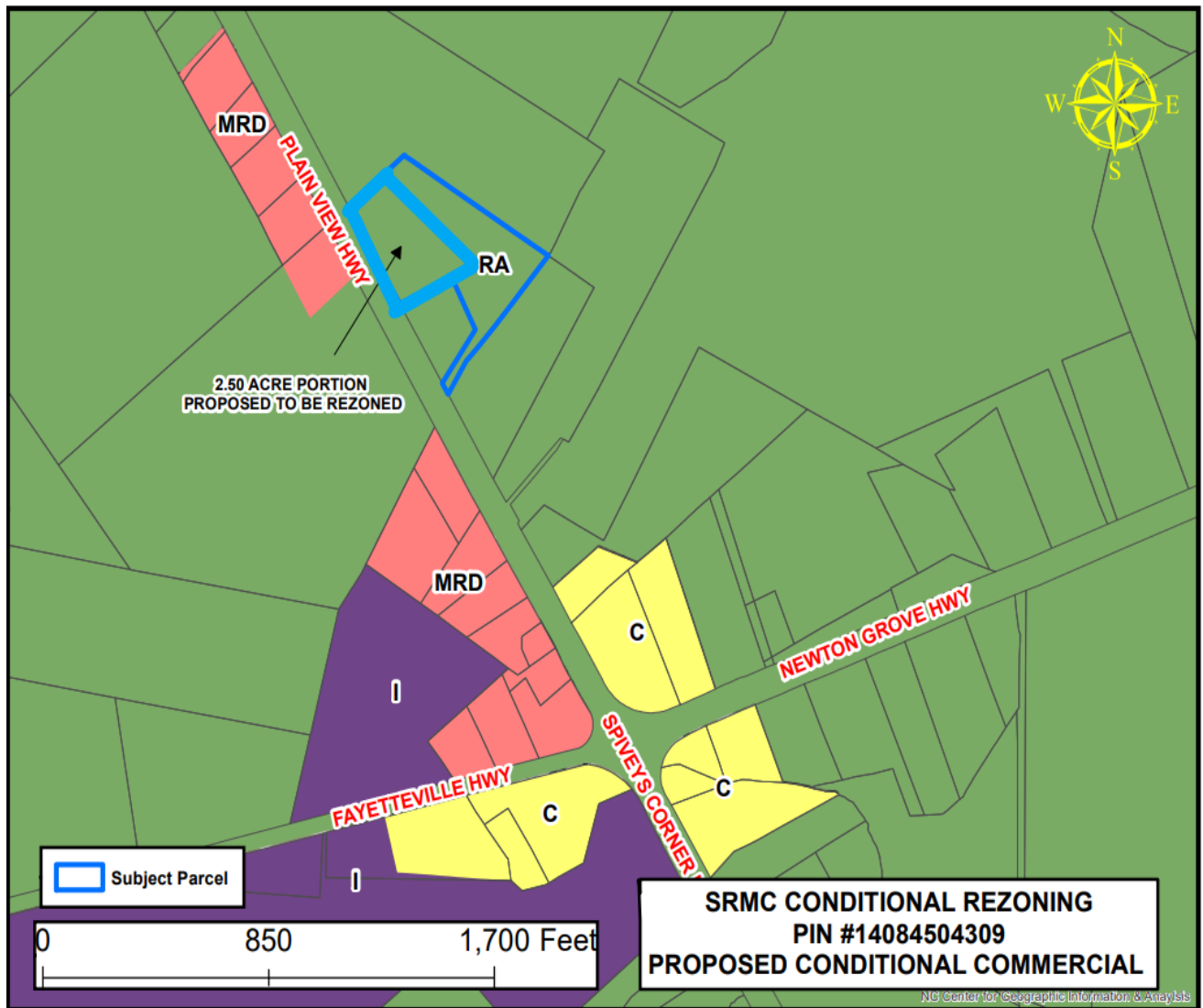
A 2.50-acre portion of the subject property is proposed to be zoned Conditional Commercial (C) (CZ).

The purpose of this Conditional Commercial (C) (CZ) Zoning District is to accommodate commercial uses that are essential services that a community needs. It is important that each commercial district be located with appropriate traffic access and proper infrastructure to conduct business. Commercial business should not be detrimental to the public health safety or general welfare.

Sampson Regional Medical Center Rezoning Request STAFF REPORT

Sampson County Planning & Zoning

R22-02



Sampson Regional Medical Center Rezoning Request STAFF REPORT

Sampson County Planning & Zoning

R22-02

ZONING COMPARISON TABLE

Residential Agricultural (RA)	Conditional Commercial (C) (CZ)
<p>10,000 sq ft minimum lot size (public water & sewer available) 25,000 sq ft minimum lot size (public water w/ no sewer available) 30,000 sq ft minimum lot size (no public water & no public sewer)</p> <p>For multi-family development there shall be no more than 6 units per acre</p>	<p>40,000 sq ft minimum lot size</p>
<p style="text-align: center;">PERMITTED USES</p> <ul style="list-style-type: none"> *Restaurant **Brewery/Distillery/Winery *Farm Equipment Sales Barber & Beauty Shop **Convenience Store/Gas Station Volunteer Fire Station *Public Fishing Lake/Pond *Church <p style="text-align: center;">Residential Uses</p> <ul style="list-style-type: none"> Single-Family Dwelling Manufactured Home Modular Home *Dwelling Multi-Family <p style="text-align: center;">(THIS IS NOT A COMPLETE LIST OF USES, JUST AN OVERVIEW OF CERTAIN TYPES)</p> <ul style="list-style-type: none"> *Special Requirements **Special Use 	<p style="text-align: center;">PERMITTED USES</p> <ul style="list-style-type: none"> Government Buildings Post Office Volunteer Fire Station Ambulance/EMS Barber & Beauty Shop Business Office Contractors Office Health Office (dental, medical, chiropractic) Insurance Office Legal Services/Law Office Real Estate Office Surveying/Engineering/Architect Office <p style="text-align: center;">THESE ARE THE ONLY USES PERMITTED TO EXIST IN THIS CONDITIONAL COMMERCIAL ZONING DISTRICT</p>

Sampson Regional Medical Center Rezoning Request STAFF REPORT

ATTACHMENT 1

ZONING MAP AMENDMENT CONDITIONALLY REZONING A 2.50-ACRE PORTION OF SURVEYED PROPERTY FROM RESIDENTIAL AGRICULTURAL (RA) TO CONDITIONAL COMMERCIAL (C) (CZ)

WHEREAS, Sampson Regional Medical Center, Inc. has submitted a petition to rezone a 2.50-acre portion of Tax Parcel 14084504309 from Residential Agricultural (RA) to Conditional Commercial (C) (CZ) to establish a primary care medical facility; and,

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

WHEREAS, the Residential Growth category's appropriate land uses are identified as including limited public, institutional, office, and commercial uses meeting locational criteria and,

WHEREAS, this proposed Conditional Commercial (C) (CZ) Zoning District is intended to serve the surrounding community by providing a primary care medical facility and,

WHEREAS, the proposed uses to be included in the Conditional Commercial (C) (CZ) Zoning District are as follows; Government Buildings, Post Office, Volunteer Fire Station, Ambulance/EMS, Barber & Beauty Shop, Business Office, Contractors Office, Health Office (dental, medical, chiropractor), Insurance Office, Legal Services/Law Office, Real Estate Office, Surveying/Engineering/Architect Office and,

WHEREAS, the property owner, Watery Branch, LLC, has signed a consent form and agrees with all conditions and proposed uses included in this Staff Report and approving resolution; and,

WHEREAS, in accordance with the provisions set forth in GS160D-703(b), minor modifications to the site plan which do not involve a change of permitted uses or development density may be approved administratively; and,

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

WHEREAS, the proposed Conditional Rezoning is therefore considered reasonable, in the public interest, and consistent with the Sampson County Land Use Plan.

Sampson Regional Medical Center Rezoning Request STAFF REPORT

Sampson County Planning & Zoning

R22-02

NOW, THEREFORE:

- A. The Official Zoning Map is hereby amended to classify a 2.50-acre surveyed portion of Tax Parcel 14084504309 as Conditional Commercial (C) (CZ).
- B. The above amendment is effective upon the adoption hereof.

Adopted this 6th day of June 2022.

SAMPSON COUNTY
BOARD OF COMMISSIONERS

ATTEST:

Susan J. Holder, Clerk to the Board

Sue Lee, Chairman

**SAMPSON COUNTY BOARD OF COMMISSIONERS
SAMPSON REGIONAL MEDICAL CENTER CONDITIONAL REZONING
WORKSHEET**

Pursuant to NCGS 160D-605 (a), when the Governing Board is adopting or rejecting any zoning text or map amendment, the governing board shall approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive plan (Sampson County Land Use Plan).

Consistency Statement: The Sampson County Board of Commissioners finds the proposed conditional 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 conditional rezoning request to establish a primary care medical facility is reasonable and in best public interest and all other permitted uses included in this Conditional Commercial (C) (CZ) Zoning District are reasonable and in best public interest. The Sampson County Board of Commissioners finds the proposed conditional rezoning to be consistent with the land use plan.

Voting Record for Recommendation:

Yes _____ No _____

Inconsistency Statement: The Sampson County Board of Commissioners finds the proposed conditional rezoning to be inconsistent with the Residential Growth Land Use designation and finds that this rezoning, if executed, would have a negative impact on the public. The Sampson County Board of Commissioners deems this proposed conditional rezoning to establish a primary care medical facility to not be appropriate. The Sampson County Board of Commissioners finds the proposed rezoning to be inconsistent with the land use plan.

Voting Record for Recommendation:

Yes _____ No _____

OWNER AND APPLICANT CONSENT

I, Richard H. Chancy, Managing Member of **Watery Branch, LLC**, do hereby give my consent to Sampson Regional Medical Center, Inc. to apply for a Conditional Rezoning from the Residential Agricultural Zoning District to a Conditional Commercial Zoning District on a 2.50-acre surveyed portion upon Parcel 14084504309. I do hereby certify that **Watery Branch, LLC** is the legal owner of Parcel 14084504309. I do hereby certify that **Watery Branch, LLC** consents to any and all conditions and all proposed allowable uses for the proposed Conditional Commercial Zoning District which were included in the application submitted by Sampson Regional Medical Center, Inc. and are further outlined in the official Staff Report and resolution prepared by Sampson County Planning and Zoning.

Signature:  4/25/22

I, Gerald T. Heinzman, Vice-President of **Sampson Regional Medical Center, Inc.**, do hereby acknowledge Watery Branch, LLC, has granted permission to apply for a Conditional Rezoning from the Residential Agricultural Zoning District to a Conditional Commercial Zoning District on a 2.50-acre surveyed portion upon Parcel 14084504309. I do hereby certify that **Sampson Regional Medical Center, Inc.** consents to any and all conditions and all proposed allowable uses for the proposed Conditional Commercial Zoning District which were included in the application submitted by Sampson Regional Medical Center, Inc. and are further outlined in the official Staff Report and resolution prepared by Sampson County Planning and Zoning.

Signature:  04/25/2022

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (a & b)

Meeting Date: June 6, 2022	<input type="checkbox"/> Information Only	<input checked="" 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

SUBJECT: Public Hearings – Proposed Budget for Fiscal Year 2022-2023 and Proposed Economic Development Expenditures in 2022-2023 Budget

DEPARTMENT: Finance/Administration

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

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

PURPOSE: To conduct statutorily required public hearings related to the proposed budget for FY 2022-2023

ATTACHMENTS: Public Hearing Notices

BACKGROUND:

- a. Public Hearing Regarding the Proposed Budget for FY 2022-2023 In accordance with NC General Statute 159-12(b), we have duly advertised a public hearing to receive public comment on the proposed budget. The Chairperson should open the public hearing and open the floor for public comments. The hearing should then be closed.
- b. Public Hearing Regarding Economic Development Expenditures in Proposed Budget for FY 2022-2023 Changes in Session Law 2015-277 added the requirement that local governments issue notice and hold a public hearing for *any appropriation* for economic development – not just for those hearings related specifically to incentives. Therefore, in accordance with NC General Statute 158-7.1, we have duly advertised a separate public hearing to receive public comment on those expenditures in the proposed budget specifically related to economic development. The Chairperson should open the public hearing and open the floor for public comment. The hearing should then be closed.

RECOMMENDED ACTION OR MOTION:

No action is necessary; tentative dates have already been set for work sessions

NOTICE OF PUBLIC HEARING

SAMPSON COUNTY BOARD OF COMMISSIONERS

PROPOSED BUDGET FOR FISCAL YEAR 2022-2023

In accordance with NC General Statute 159-12, the **Proposed Budget for Fiscal Year 2022-2023** has been presented to the Sampson County Board of Commissioners and is available for public inspection in the Office of the Clerk to the Board, County Administration Building, 406 County Complex Road in Clinton between the hours of 8:00 a.m. and 5:00 p.m., weekdays. The proposed budget may also be viewed online at www.sampsonnc.com, and budget comments are welcomed at budgetcomments@sampsonnc.com.

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

Questions or comments may be directed to the Office of the Clerk to the Board, 406 County Complex Road, Clinton, NC 28328 (tel: 910/562-6308)

**NOTICE OF PUBLIC HEARING - SAMPSON COUNTY BOARD OF COMMISSIONERS
ECONOMIC DEVELOPMENT APPROPRIATIONS INCLUDED IN THE
PROPOSED BUDGET FOR FY 2022-2023**

In accordance with NC General Statutes 158-7.1 and 158-7.2, the Sampson County Board of Commissioners will hold a separate hearing for the purpose of receiving public comments on the recommended allocation of funds within the proposed FY 2022-2023 budget specific to economic development. Such hearing will be held immediately following the public hearing on the full recommended budget on Monday, June 6 at 6:00 p.m., or as soon as possible thereafter, in the County Auditorium, 435 Rowan Road in Clinton, NC.

Funding allocations for expenditures related to the recruitment and retention of industry included in the proposed FY 2022-2023 budget can be generally categorized as noted below. The proposed budget may also be viewed online at www.sampsonnc.com.

\$241,154	Salaries/benefits for Economic Development personnel responsible for the recruitment and retention of industry
\$72,272	Office operational expenses, incl. but not limited to office supplies, travel, advertising, dues/subscriptions, telephone/postage
\$374,700	Contracted services, professional/legal/engineering
\$495,000	Incentive payments as previously authorized by commissioners after duly-held public hearings
\$25,313	Membership costs, Southeastern Economic Development Commission
\$3,000	Clinton-Sampson Chamber Sponsorship
\$260,000	Reserve for site-specific development costs such as floodplain/wetlands delineation, surveys, engineering reports

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (c)

Meeting Date:	June 6, 2022	<input type="checkbox"/> Information Only	<input checked="" 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

SUBJECT: Public Hearing – Amendment to the Sampson County Ordinance Regulating Emergency Medical Service and Granting of Franchises for Convalescent Transport Service

DEPARTMENT: Emergency Services

PUBLIC HEARING: Yes

CONTACT PERSON(S): Rick Sauer, EM Director

PURPOSE: To hold a public hearing to receive comments on adoption of amendments to the Ordinance Regulating Emergency Medical Service and Granting of Franchises for Convalescent Transport Service and to appoint a new Franchise Committee

ATTACHMENTS: Public Hearing Notice; Revised Ordinance

BACKGROUND:

The Chairman should open the hearing and call upon EM Director Rick Sauer to discuss proposed amendments to the ordinance regulating the granting of franchises for convalescent transport. As part of the amendments, there are recommendations for the appointment of new members to the Franchise Ordinance Committee as follows:

Sauer, Richard (Emergency Services Director)	Magill, Angela (SCC EMS Program)
Herring, Erick (SCEMS Operations Chief)	Pearsal, Adam (Roseboro Rescue & EMS)
Hairr, Kevin (SCEMS Training Officer)	Bradshaw, Jerry (Clinton Sampson EMS)
Brown, John (SC 911 Center Manager)	Lee, Keith (Newton Grove EMS)
Holder, Susan (County Mgr./Designee)	Jackson, Bradley (Suttontown EMS)
Clack, David (County Finance Officer)	Williams, Mark (Vanns Crossroads Fire Medic)
Occhino, Chris (Medical Director)	Strickler, Alexander (North State Medical Transport)
Fortson, Tracy (SRMC Admin/Designee)	Lockamy, Ryan (Clement Fire Medic)
Rivenbark, Sharon (SRMC ER Designee)	Matthews, Keith (Godwin Falcon Fire Medic)

RECOMMENDED ACTION OR MOTION:

Adopt recommended changes to the Ordinance Regulating Emergency Medical Service and Granting of Franchises for Convalescent Transport Service and appoint the Franchise Committee as outlined in the ordinance

PUBLIC HEARING NOTICE

PROPOSED AMENDMENTS TO THE SAMPSON COUNTY ORDINANCE REGULATING EMERGENCY MEDICAL SERVICE AND GRANTING OF FRANCHISES FOR CONVALESCENT TRANSPORT SERVICE

The Sampson County Board of Commissioners will hold a public hearing on Monday, June 6, 2022 at 6:00 p.m. or as soon as possible thereafter regarding proposed amendments to update the Ordinance Regulating Emergency Medical Service and Granting of Franchises for Convalescent Transport Service. The hearing will be held in the County Auditorium, 435 Rowan Road in Clinton. Copies of the proposed changes can be viewed in the Office of the County Manager, 406³⁷ County Complex Road, between the hours of 8 am and 5 pm, Mon-Fri.

**SAMPSON COUNTY ORDINANCE REGULATING EMERGENCY MEDICAL SERVICE AND GRANTING OF
FRANCHISES FOR CONVALESCENT TRANSPORT SERVICE**

Sampson County does hereby adopt the following ordinance pursuant to the provisions of Chapter 153A of the North Carolina General Statutes. That this ordinance shall govern the granting of franchises for ambulance service and other pre-hospital emergency medical services within the geographical bounds of Sampson County.

That upon adoption of this ordinance the previous ordinance heretofore adopted in 1968 [after a public hearing held on February 5, 1968] is rescinded in its entirety.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Sampson County, in regular meeting assembled and following a duly advertised public hearing held on the 18th day of August, 1997, and then amended in regular meetings assembled and following duly advertised public hearings held regarding such amendments on May 2, 2005, April 3, 2017, and May 2, 2022, that:

- I. **DEFINITIONS.** As used in this ordinance, unless the context clearly indicates another or different meaning or intent, the following definitions shall be applicable.
 - A. The term “ambulance” means any privately or publicly owned motor vehicle, aircraft, or vessel that is specially designed, constructed, or modified and equipped and is intended to be used for and is maintained or operated for the transportation of persons who are sick, injured, wounded, or otherwise incapacitated or helpless over or upon the streets or highways, waterways or airways of this State.
 - B. The term “emergency medical technician” means an individual who has completed a training program in emergency medical care at least equal to the National Standard Training Program For Emergency Medical Technicians as defined by the United States Department of Transportation and has been certified as an emergency medical technician by the State of North Carolina Office of Emergency Medical Service an educational program in emergency medical care approved by the North Carolina Department of Health and Human Services and has been credentialed as an emergency medical technician by the North Carolina Department of Health and Human Services.
 - C. The term “ambulance provider” means an individual, firm, corporation or association who engage in the business or service of transporting patients in an ambulance.

- D. The term “approved” shall mean approved by the North Carolina Medical Care Commission pursuant to the latter’s rules and regulations promulgated under N.C. General Statutes 143B-165.
- E. The term “secondary ambulance provider” shall mean the system of personnel and equipment meeting the same criteria as a primary ambulance provider, but not normally dispatched on first call response.
- F. The term “committee” shall mean the Sampson County Emergency Medical Services Committee.
- G. The term “county” shall mean the County of Sampson Board of Commissioners or its designated representative.
- H. The term “telecommunicator” shall mean a person who is available at all times to receive requests for emergency services, to dispatch emergency services, and to advise local law enforcement agencies, and fire departments and emergency medical facilities of any existing or threatened emergency. The term “emergency medical dispatcher” shall mean an emergency telecommunicator who has completed an educational program approved by the North Carolina Department of Health and Human Services and has been credentialed as an emergency medical dispatcher by the North Carolina Department of Health and Human Services.
- I. The terms “emergency” and “emergency transportation service” shall mean the use of an ambulance, its equipment and personnel to provide medical care and transportation of a patient who is in need of immediate medical treatment in order to prevent loss of life or further aggravation of physiological damages or physiological illness or injury.
- J. The term “first responder” shall mean an organization with personnel trained in emergency medical care that is dispatched to the scene of a medical emergency for the primary purpose of providing emergency medical assistance to a patient until the ambulance and additional medical aid arrives.
- K. The term “franchise” shall mean a permit issued by the County to a person for the operation of an ambulance service, rescue squad or first responder unit.
- L. The term “franchisee” shall mean any person having been issued a franchise by the County for the operation of an ambulance service, rescue squad or first responder unit.
- M. The term “license” shall mean any driver’s license or permit to operate a motor vehicle issued under or granted pursuant to the laws of the State of North Carolina.
- N. The term “non-emergency transportation service” shall mean the operation of an ambulance for any purpose other than transporting emergency patients.
- O. The term “operator” shall mean a person in actual physical control of an ambulance which is in motion or which has the engine running.
- P. The term “owner” shall mean any person or entity who owns an ambulance.

Q. The term “patient” shall mean an individual who is sick, injured, wounded, or otherwise incapacitated or helpless to the end that the need for some medical assistance might be anticipated while being transported to or from a medical facility such that the need for some medical assistance might be anticipated.

R. The term “person” shall mean any individual, firm, partnership, association, corporation, company, group of individuals, or other like legal entity, acting together for a common purpose, or an organization of any kind, including any governmental agency other than the United States.

S. The term “rescue” shall mean situations where the victim cannot escape an area through the normal exit or under his/her own power.

II. FRANCHISE REQUIRED.

A. No person either as owner, agent or otherwise, shall furnish, operate, conduct, maintain, advertise or otherwise be engaged in or profess to be engaged in the business or service of emergency and/or non-emergency transportation of patients within the County of Sampson unless the person holds a valid permit for each ambulance used in such business or service issued by the North Carolina Department of Human Resources Health and Human Services, Office of Emergency Medical Services, and has been granted a franchise for the operation of such business or service by the County pursuant to this Ordinance.

B. No person shall drive an ambulance, attend a patient in an ambulance, or permit an ambulance to be operated when transporting a patient within the County of Sampson unless that person holds a currently valid certificate as an emergency medical technician, EMT-D, EMT-Intermediate, EMT-Advance Intermediate or EMT-Paramedic emergency medical responder, emergency medical technician, advanced emergency medical technician, or paramedic issued by the North Carolina Department of Human Resources Health and Human Services, Office of Emergency Medical services. Furthermore, no person shall perform any act or provide any patient care which falls outside the scope of his or her credentials. Every ambulance when transporting a patient shall be occupied by a minimum of at least one emergency medical technician and one emergency medical responder.

C. No person, either as owner, agent or otherwise, shall furnish, operate, conduct, maintain, or otherwise be engaged in or profess to be engaged in the business or service of providing rescue services or first responder services unless they have been granted a franchise for the operation of such business or service by Sampson County, all pursuant to this Ordinance.

D. No franchise shall be required for:

1. Any entity operated from a location or headquarters outside of the County in order to transport patients who are picked up beyond the limits of the County when that transport is to any facility which is located within the geographical boundaries of the County, or to pick up patients within the County for transporting to locations outside the County; but no such entity shall be used to pick up patients within the County for transporting to locations within the County or other locations unless that entity is

rendering assistance to a franchised ambulance service in the case of a major catastrophe, mutual aid situation or emergency in which the services franchised by the County are insufficient or unable to cope; or,

2. Ambulances owned and operated by an agency of the United States government.

III. **APPLICATION FOR AMBULANCE FRANCHISE** Application for a franchise to operate ambulances in the County shall be made by the ambulance provider upon such forms as may be prepared or prescribed by the County and shall contain, in the minimum, the following:

- A. The name and address of the ambulance provider and the owner of the ambulance[s].
- B. The trade or other fictitious name[s], if any, under which the applicant does business, together with a certified copy of an assumed name certificate duly filed as required by law, or articles of incorporation establishing such name in corporate form.
- C. A resume of the training and experience of the applicant in the transportation and care of patients.
- D. A full description of the type and level of service to be provided, including the location of the place or places from which that service is intended to operate, the manner in which the public will be able to obtain assistance and how the vehicles will be dispatched through that service.
- E. A compiled financial statement of the applicant as the same pertains to its operation, in such form and such detail as may be required by the County. These statements should show a comparison of the last two fiscal years of operations. At a minimum, the following statements should be included: Balance Sheet, Profit and Loss Statement and Statement of Cash Flow.
- F. A list of radio frequencies the applicant is authorized to operate on, along with a copy of the FCC license[s] in the name of the person providing the service if applicable.
- G. A description of the applicant's capability to provide twenty-four hour coverage, seven days per week, for the district covered by the franchise applied for, and an accurate estimate of the minimum and maximum times for a response to emergency calls within that district.
- H. Any additional information that the County shall deem reasonably necessary for a fair determination of the capability of the applicant to provide services in the County in accordance with the requirements of law and the provisions of this Ordinance.
- I. The Franchisee shall provide Franchisor a background check for all employees performing services in the County of Sampson reasonably required by Franchisor and permitted by law a written policy for performing background checks on all employees both at the time of hire and periodically thereafter and shall certify to the County in writing that the Franchisee shall comply with its written policy.

IV. **GRANTING OF FRANCHISES.**

- A. Prior to accepting applications for the operation of an ambulance service, the County may designate specific service areas as franchise districts. Such districts will be established using criteria that include, but are not necessarily limited to, geography, size, road access, the location of existing medical transportation service, population density, and response time. The County shall further have the authority to redistrict or rearrange existing districts at any time at its discretion.
- B. An applicant may apply for a franchise to operate either emergency transportation service or non-emergency transportation service, or both. If both types of services are to be provided, separate applications must be filed for each type.
- C. Upon receipt of an application for a franchise, the County shall schedule a time and place for hearing the applicant. Within thirty [30] days next following that hearing, the County shall cause such investigation as it may deem necessary to be made relative to the applicant and his/her proposed operations. A reasonable extension of time to complete such investigation shall be granted should the County deem an extension necessary.
- D. A franchise may be granted if the County finds that:
 - 1. The applicant shows a reasonable effort to meet state standards and such other standards as may be outlined in this franchise ordinance.
 - 2. The proposed service will fit within the existing service so as not to adversely affect the level of service or operations of other franchisees to render service.
 - 3. A need exists for the proposed service in order to improve the level of ambulance services available to residents of the County and that this is a reasonable and cost effective manner of meeting that need.

V. **TERM OF FRANCHISE.**

- A. The County may issue a franchise hereunder to an ambulance provider which shall be valid for such term as may be determined by the County, provided always that either party, at its option, may terminate that franchise upon sixty [60] days prior written notice to the other party. After a notice of service termination is given, the ambulance provider may reapply for a franchise if continued service is desired.
- B. Upon suspension, revocation, or termination of a franchise granted hereunder, such franchised ambulance service, rescue squad or first responder unit shall immediately cease operations. Upon suspension, revocation, or termination of an attendant's certification or emergency medical technician certification, such person[s] shall cease to provide medical care, directly or indirectly, with an ambulance service. Upon the suspension, revocation, or termination of a driver's license, such person[s] shall cease to drive an ambulance. The franchisees shall not permit any such individual to drive an ambulance without a valid driver license. The franchisees shall not permit any such individual to provide medical care without a valid certification.

- C. Each franchised ambulance service shall, at all times, comply with the requirements of this Ordinance and such other requirements as may be set out in the franchise granted hereunder. Full compliance shall always be had with any applicable state and/or local laws relating to health, sanitation, safety, equipment, ambulance design and all other laws and ordinances that might be applicable to the service presented pursuant to the franchise.
- D. Prior approval by the County shall be required where ownership or control of more than ten percent [10%] of the right of control of a franchisee is acquired by a person or group of persons acting in concert, none of whom own or control ten percent [10%] or more of such right of control, singularly or collectively, at the date of the franchise application or issuance. By its acceptance of the franchise, the franchisee specifically agrees that any such acquisition occurring without prior approval of the County shall constitute a material and substantial violation of the franchise and shall be cause for termination of that franchise, at the option of the County.
- E. Any change of ownership of a franchised ambulance service without the approval of the County shall result in immediate termination of the franchise and shall, in and of itself, require the filing of a new application for the issuance of a new franchise. The term “change of ownership” as contemplated by this section, shall mean any change of ownership, however small the percentage of change may be.
- F. Any change in the level of service offered by a franchisee without the prior approval of the County shall, in and of itself, terminate that franchise and shall require a new application and new franchise, all pursuant to the terms of this ordinance.
- G. No franchise may be sold, assigned, mortgaged, pledged or otherwise transferred without the prior written approval of the County and a finding of conformance with all requirements of this Ordinance as upon original franchise approval.
- H. Each franchised service, its equipment and the premises designated for its use in the application, together with all records relating to its maintenance and operation, shall be open to inspection by the State, the County, or any of their designated representatives, at all times.
- I. The franchise certificate shall be posted in a readily visible public location at the base of operations for the franchised service. No such franchise certificate may be defaced, removed or obliterated.

VI. **STANDARDS FOR DRIVERS AND ATTENDANTS.** ~~Standards for drivers and attendants as developed by the North Carolina Medical Care Commission as requirements for certification of ambulance attendants and emergency medical technicians pursuant to Article 7, Chapter 131E-158, and Article 56, Chapter 143 of the General Statutes of North Carolina, and rules and regulations promulgated by the Board of Medical Examiners For Advance Life Support Technicians shall be applied and the same are incorporated herein by reference thereto. The standards and requirements for credentialed~~

personnel set forth in Article 7 of Chapter 131E and Article 56 of Chapter 143 of the General Statutes of North Carolina and Title 10A of the North Carolina Administrative Code shall apply to this Ordinance and are incorporated herein by reference.

VII. **STANDARDS FOR VEHICLES AND EQUIPMENT.** ~~Vehicle and equipment standards which are or may be developed by the North Carolina Medical Care Commission pursuant to applicable law shall be applied and the provisions of Article 7, Chapter 131E-157 and Article 56, Chapter 143, of the North Carolina General Statutes are incorporated herein by reference thereto. The standards and requirements for ambulances and equipment set forth in Article 7 of Chapter 131E and Article 56 of Chapter 143 of the General Statutes of North Carolina and Title 10A of the North Carolina Administrative Code shall apply to this Ordinance and are incorporated herein by reference.~~

VIII. **STANDARDS FOR COMMUNICATIONS.**

- A. Each ambulance vehicle shall be equipped with an operational two-way radio capable of establishing good quality voice communications from within the geographic confines of the County to each hospital emergency department in the County in which that ambulance is based. Each ambulance vehicle shall be equipped with a two-way radio communications capability for communications with all hospital emergency departments to which transportation of patients is made on a regular or routine basis anywhere within the State of North Carolina. Each ambulance vehicle shall be equipped with a operational two-way radio capable of establishing good quality voice communications from within the geographic confines of any county in which the ambulance's dispatching agency shall have directed that ambulance to transport patients.
- B. Each ambulance provider shall maintain current authorizations or Federal Communication Commission licenses for all frequencies and radio transmitters operated by that provider. Copies of all authorizations and licenses shall be on display and available for inspection as required by Federal Communications Commission Rules and Regulations.
- C. Each base of operations must have at least one (1) open telephone line. All telephone numbers used by that base must be registered with each law enforcement agency and communications center operated or maintained by the County.
- D. Each ambulance shall be dispatched from the County dispatch center or an acceptable and approved alternative.

IX. **INSURANCE.** No ambulance franchise shall be issued under this Ordinance, nor shall such franchise be valid after issuance, nor shall any ambulance be operated in the County unless the franchisee has

at all times in force and effect either insurance coverage issued by an insurance company licensed to do business within the State of North Carolina, or a bond with personal and/or corporate surety for each and every ambulance owned and/or operated by or for that ambulance service acceptable to the County, which shall provide, at the minimum, liability for payment of damages in the following amounts:

- A. In the minimum sum of Five Hundred Thousand Dollars [\$500,000.00] for injury to or death of individuals in any incident or accident resulting from a cause for which the owner or operator of said vehicle may be held liable as the result of liability imposed by law, regardless of whether the ambulance was being driven by the owner or the owner's agent; and
- B. In the minimum sum of One Hundred Thousand Dollars [\$100,000.00] for loss of or damage to the property of another, including but not limited to personal property, in any accident or incident for which the vehicle owner or agent may be liable, as by law provided.
- C. Written evidence of the insurance required by [A] and [B] above shall be provided to the County at all times during any franchise term, together with a letter from any carrier agreeing to provide a least thirty [30] days prior written notification before cancellation or amendment of any such liability insurance coverages.

Workers' Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim.

Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles.

Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

X. RECORDS. All Franchisees shall maintain the following:

- A. Record of dispatch which shall show the time that a call was received, the time the ambulance was dispatched, the time the ambulance arrived on the scene, the time that the ambulance arrived at its destination, the time that the ambulance was in service, and the time that the ambulance returned to its base.
- B. Trip records which shall state all information required in Section A above in addition to information on a form approved by the County. The trip record shall be so designed as to

provide the patient with a copy thereof containing all required information. A copy of the trip record may serve as a receipt for any charges paid. Electronic record keeping and billing software acceptable to the County.

C. Daily report logs which shall be maintained for the purpose of identifying more than one person transported in any one day. Repealed.

D. Driver and attendant check Check lists and inspection reports which shall list contents and descriptions of operations for each vehicle, which shall be signed by the individual verifying vehicle operations and equipment.

XI. **RATES AND CHARGES.**

- A. Each franchise shall submit a schedule of rates to the County for approval and shall not charge more nor less than the approved rates without specific written approval of the County.
- B. No franchisee shall attempt to collect rates on emergency calls until the patient [singular or plural] has reached the point of destination, has received medical attention and is in a condition to consult with the ambulance service as determined by any attending or consulting physician; but such franchisee may attempt to collect rates with a family or guardian of a patient once that patient is in the process of receiving medical attention following delivery of the patient to his/her point of destination.
- C. On non-emergency calls, or calls where a person requires transportation to a non-emergency facility, attempts to collect payment may be made before the ambulance actually begins its trip.

XII. **ENFORCEMENT.** The Sampson County Office Department of Emergency Services shall be the

enforcing agency for the regulations contained within this Ordinance. That Office Department shall perform the following acts or provide the following services:

- A. Receive all franchise proposals from potential providers.
- B. Study each franchise proposal to determine if it conforms to this Ordinance.
- C. With the approval or disapproval, as the case may be, of the Committee, recommend ~~to the franchise[s]~~ the grant or denial of a proposed franchise following evaluation of each proposal.
- D. Inspect the premises, vehicles, equipment and personnel of franchisees to assure compliance with this Ordinance and to perform any other inspections that may be required by the County.
- E. With the approval of the Committee, recommend to the County the temporary or permanent suspension of a franchise in the event of noncompliance with the terms of this Ordinance and to further recommend the imposition, if justified, of misdemeanor or civil penalties as provided by this Ordinance.

- F. Create cooperative agreements with other ambulance services so as to insure the continuation of service in a district where an ambulance service franchise might have been suspended under this Ordinance.
- G. Prepare and deliver such data sheets as may be requested by the Committee or the Sampson County Director of Emergency Services.
- H. Receive complaints, public or otherwise, relative to alleged franchise infractions, review all such complaints with the Committee and obtain any corrective action required after receiving approval of the Committee for such corrective action.
- I. With the approval of the Committee, recommend improvements to the County the purpose of which is to insure better or enhanced medical care and transportation by franchisees.
- J. Maintain all records required by this Ordinance and any other applicable County, State, or Federal regulation.
- K. Perform such of the above functions [a through j] as may be requested by any municipality within the County of Sampson upon approval of an Interlocal Agreement by the County in its sole discretion.
- L. Serve as staff to the Sampson County Emergency Medical Services Committee on all matters pertaining to that Committee.

XIII. **MISCELLANEOUS.** The County may inspect a franchisee’s records, premises and equipment at anytime in order to insure compliance with this ordinance and the terms of any franchise granted hereunder.

XIV. COUNTY EMERGENCY MEDICAL SERVICES ADVISORY COMMITTEE.

- A. There is hereby created the Sampson County Emergency Medical Services Advisory Committee whose membership shall be appointed by the Board of Commissioners. The Committee shall have the responsibility and duty of advising the Emergency Management Services Director on matters relating to the enforcement of this Ordinance as specified in Section XIII, infra, and shall develop and recommend for approval to the Board of Commissioners standards of care, policies, procedures and actions which will maintain and improve the quality of emergency medical services for residents of Sampson County (which shall not be inconsistent with the requirements and standards set forth in Article 7 of Chapter 131E and Article 56 of Chapter 143 of the General Statutes of North Carolina and Title 10A of the North Carolina Administrative Code). Providers approved to operate at a level of prehospital care requiring Hospital sponsorship and direction from the ALS Medical Director will also be govern by all applicable rules required by OEMS and the local Quality Management Committee.
- B. Membership on the Committee shall consist of the following:
 - 1. The Administrator of Sampson Regional Medical Center or his/her designee;

2. The ALS medical director from Sampson Regional Medical Center Sampson County Emergency Medical Services Medical Director;
3. The Sampson County Communications Center Supervisor Manager;
4. One representative from County Government [county commissioner, county manager, or their designee]; and
5. The Sampson County Finance Officer;
6. One representative from each active franchise provider of ambulance services within the County;
7. One emergency room nurse selected by the administration of the Sampson Regional Medical Center who is a full-time employee of Sampson Regional Medical Center;
8. ~~One citizen-at-large from Sampson County~~ A Sampson Community College Emergency Medical Services instructor;
9. The EMS Operations Chief;
10. The Director of Emergency Services of Sampson County;
11. The EMS Training Officer.

C. All members of the Committee shall have full and equal voting rights on matters to be considered by the Committee with the exception: Representatives from the franchised providers shall have no voting privileges when the Committee considers matters relating to the granting of franchises and/or reviewing complaints and investigate reports regarding franchised services. Representatives from franchised services shall have full and equal voting rights on all other matters not expressly excluded in this paragraph.

XV. **ADDENDUMS TO ORDINANCE.** The Board may, through appropriate actions, amend or expand this ordinance to include other emergency departments or agencies, as it may deem necessary.

XVI. **EFFECTIVE DATE** Original effective date was the 5th day of June, 2000.

Approved first reading May 15, 2000.

Approved second reading June 5, 2000.

Amended Ordinance approved May 2, 2005.

Amended Ordinance approved April 3, 2017.

Amended Ordinance approved June 6, 2022.

Member Name	Mailing Address	City, State	Zip	Email Address	Position Represented
Sauer, Richard	107 Underwood St.	Clinton, NC	28328	rsauer@sampsonnc.com	Emergency Services Director
Herring, Erick	107 Underwood St.	Clinton, NC	28328	eherring@sampsonnc.com	SCEMS Operations Chief
Hairr, Kevin	107 Underwood St.	Clinton, NC	28328	khairr@sampsonnc.com	SCEMS Training Officer
Brown, John	107 Underwood St.	Clinton, NC	28328	911center@sampsonnc.com	SC 911 Center Manager
Holder, Susan	406 County Complex Rd. Bldg. C	Clitnon, NC	28328	sholder@sampsonnc.com	County Mgr./Designee
Clack, David	406 County Complex Rd. Bldg. C	Clitnon, NC	28328	dclack@sampsonnc.com	County Finance Officer
Occhino, Chris	607 Beaman St.	Clinton, NC	28328	och69@hotmail.com	Medical Director
Fortson, Tracy	607 Beaman St.	Clinton, NC	28328	tfortson@sampsonrmc.org	SRMC Admin/Designee
Rivenbark, Sharon	607 Beaman St.	Clinton, NC	28328	srivenbark@sampsonrmc.org	SRMC ER Designee
Angela Magill	PO Box 318	Clinton, NC	28328	amagill@sampsoncc.edu	SCC EMS Program
Pearsal, Adam	PO Box 891	Roseboro, NC	28382	apear80@yahoo.com	Roseboro Rescue & EMS
Bradshaw, Jerry	PO Box 824	Clinton, NC	28328	bradshawj6@aol.com	Clinton Sampson EMS
Lee, Keith	PO Box 840	Newton Grove, NC	28366	klee1028@outlook.com	Newton Grove EMS
Jackson, Bradley	PO Box 809	Newton Grove, NC	28366	bradleyjackson1983@icloud.com	Suttontown EMS
Williams, Mark	4550 Church Rd.	Newton Grove, NC	28366	markw0609@gmail.com	Vanns Croseroads Fire Medic
Strickler, Alexander	1240 Cooperation Parkway	Raleigh, NC	27610	astrickler@nsmtd.biz	North State Medical Transport
Lockamy, Ryan	3384 Maxwell Rd.	Autryville, NC	28318	clementfd@intrstar.net	Clement Fire Medic
Matthews, Keith	7723 Godwin-Falcon Rd.	Godwin, NC	28344	gffd1701@nc.rr.com	Godwin Falcon Fire Medic

Proposed Franchise Committee

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. **3(d)**

Meeting Date: June 6, 2022	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Appointments
DEPARTMENT: Governing Body
PUBLIC HEARING: No
CONTACT PERSON: Vice Chairperson Jerol Kivett
PURPOSE: To consider appointments to various boards and commissions

Hospital Board of Trustees

With the recent passing of Trustee member Enrique Coello, the Hospital Board of Trustees is requesting the appointment of a member to fill the vacancy on their board. Per their bylaws, two potential appointees have been offered for consideration: Grover Ezzell or Telfair Simpson.

SEDC

With the recent passing of Carey Taylor, there is a vacancy on the Southeastern Economic Development Commission. Hugh Carr is recommended to fill this vacancy.

Advisory Board of Older Adult Services

Patrice Parker is recommended for appointment to the Advisory Board of Older Adults, for a two-year term.

JCPC

The Juvenile Crime Prevention Council has voted unanimously to recommend the appointment of Kierston Powell (representing the 18-21 age group) to replace Angela Nicholson on the Juvenile Crime Prevention Council.

CVB Board (including appointment of Chairman

The CVB Board is recommending the appointment Clark Honeycutt to fulfill the remainder of Matthew Register's term ending June 2025 and Mr. Joel Rose to a second term ending June 2025. The CVB Board also recommends the appointment of Mr. Rose as Chairperson of the CVB for the upcoming 22-23 year. Ms. Kay Raynor is recommended for reappointment as the City of Clinton's appointed seat.



607 Beaman Street • Post Office Drawer 260 • Clinton, NC 28329-0260
Telephone: (910) 592-8511 • Fax: (910) 590-2321

May 12, 2022

Office of Sampson County Manager
406 County Complex Road
Clinton, NC 28328

Dear Mr. Causey,

Sampson Regional Medical Center is notifying you that with the passing of Board of Trustees member, Enrique Coello, the Board of Trustees has a current vacancy. In accordance with Sampson Regional Medical Center's Governing Board By-Laws, the Board of Trustees shall nominate two (2) persons for each vacancy to occur by the expiration of the term and shall immediately certify said nominations to the Sampson County Board of Commissioners, who shall fill such vacancy by appointment. Mr. Coello's 3rd and final term would have expired on December 31, 2022. Therefore, the Sampson Regional Medical Center Board of Trustees submit the following persons for consideration of appointment.

Recommendations for vacancy:

1. Grover Ezzell
2. Telfair Simpson

Thank you for your consideration. If you have any questions, please contact me at 910-590-8716.

Best regards,

A handwritten signature in black ink, appearing to read "Shawn Howerton", written in a cursive style.

Shawn Howerton, M.D.
Chief Executive and Medical Officer



Department of Aging

405 County Complex Rd.
Clinton, NC 28328

Memorandum:

To: Mr. Ed Causey, County Manager

From: Dana Hall, Director, Department of Aging

Date: May 24, 2022

Subject: Advisory Board of Older Adult Services

I would like to recommend the names below to serve on the Advisory Board of Older Adult Services. Upon approval by the Sampson County Board of Commissioners the following individuals would serve on the board for a term of two years, with the option to be reappointed at the discretion of the county commissioners.

Patrice Parker – Rosebor Resident Representative

Please let me know if you have any questions.

Thank you,

Dana Hall
Director, Department of Aging

Sampson County
Juvenile Crime Prevention Council
406 County Complex Road
Clinton, North Carolina 28328

MEMORANDUM

TO: Board of Commissioners

FROM: Dudley Neal, Chairman

DATE: May 26, 2022

SUBJECT: Appointment to JCPC

The Juvenile Crime Prevention Council has voted unanimously to recommend the appointment of Kierston Powell (representing the 18-21 age group) to replace Angela Nicholson on the Juvenile Crime Prevention Council.

We respectfully request that the Board appoint Ms. Powell to the Council.



May 24, 2022

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

SUBJECT: Board Appointments by the CVB in Board Meeting May 24, 2022

The board of the Sampson County Convention & Visitors Bureau (CVB) has three board members whose terms will expire on June 30, 2022. The CVB Board would like to recommend these three individuals fill another term on the CVB Board.

The Sampson CVB Board would like to recommend Mr. Clark Honeycutt to fill the position of Matthew Register. Matthew resigned from the board effective June 2022. Mr. Clark Honeycutt currently owns Vinny’s Pizzeria and part owner of Earl and Jerry’s Seafood Shack in Roseboro, NC. The CVB Board has voted unanimously and would like to recommend Mr. Honeycutt to fill this 3rd term board position on the CVB Board of Directors, term to end June 2025.

The Sampson CVB Board would like to recommend that Mr. Joel Rose be re-appointed to fill another term with the CVB Board. His first term ends June 2022, and we would like to request for consideration he fill a 2nd term on the board. Mr. Rose works at the Sampson History Museum and works throughout the county on various projects. He is also very involved with kayaking and day trips on the rivers in the county. The CVB Board has voted unanimously and would like to recommend Mr. Rose to fill this 2nd term board position on the CVB Board of Directors, term to end June 2025. Mr. Rose was also voted as the upcoming Chair position for the upcoming 2022-2023 year with a as well as, it was also voted that Mr. Rose fill the Chair position for the upcoming year 2022-2023.

At the regular meeting on May 3, 2022, of the City Council, Ms. Kay Raynor was re-appointed to fill the 2nd term of her current seat. The Sampson CVB Board are in favor of this re-appointment, and we would like to recommend Ms. Raynor to fill this 2nd term board position on the CVB Board of Directors, term to end June 2025.

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

Mr. Clark Honeycutt	Mr. Joel Rose	Ms. Kay Raynor
3224 N. Salemburg Hwy	412 Butler Drive	604 Fairfax St
Salemburg, NC 28385	Clinton, NC 28328	Clinton, NC 28328
910-214-6633	910-592-2002	910-305-1534
Renewing 3rd Term	Renewal for 2nd Term	Renewal for 2nd Term

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

Sincerely

A handwritten signature in black ink that reads "Sheila Barefoot". The signature is written in a cursive style with a large initial 'S' and a long, sweeping underline.

Sheila G Barefoot
Executive Director, Sampson County Tourism

cc: CVB Board of Directors

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: June 6, 2022

Information Only
 Report/Presentation
 Action Item
 Consent Agenda

Public Comment
 Closed Session
 Planning/Zoning
 Water District Issue

SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ATTACHMENTS:

- a. Approve the minutes of the May 2, 2022 and May 23, 2022 meetings
- b. Authorize execution of a lease between Sampson County and the NC Department of Public Safety for +/- 3,650 square feet of office space located at 100 Main Street and +/- 855 square feet at 405 County Complex Road
- c. Authorize the waiver of all overdue fines on the accounts of patrons who are under the age of 18 from June 13 – August 1 as part of the Sampson-Clinton Library’s Fine Free Summer for Juvenile and Young Adult books
- d. Authorize acceptance of Bright Ideas Grant by the Sampson-Clinton Library and execution of associated grant agreement documents
- e. Approve execution of an easement between Sampson County and Duke Energy Progress, LLC for parcel 06011723101
- f. Approve the revised Home and Community Care Block Grant Funding Plan, Revision 1
- g. Authorize execution of the Satisfaction of Security for Mary Catherine Vann Deed of Trust
- h. Declare as surplus and authorize transfer of service weapons (Sig Sauer pistols serial numbers 47A066292 and 47A065135) to retiring officers Judy Jackson and Ray Draughon
- i. Adopt a resolution authorizing the execution of contracts for rescue services between Sampson County and Clinton-Sampson Rescue and EMS, Inc., Newton Grove Rescue Squad, Roseboro Rescue and EMS, and Suttontown EMS
- j. Approve the applications for Public School Building Capital Funds (Lottery Funds)
- k. Adopt the Resolution to Support the myFutureNC Attainment Goal
- l. Approve the JCPC Funding Plan for FY 22-23
- m. Approve a delinquent late list penalty for Prestage Ag Energy, LLC
- n. Approve the tax refunds and releases as submitted
- o. Approve budget amendments as submitted

Consent - Board of Commissioners and Board of Health

- p. Approve revised Health Dept Fees/CPT Update

RECOMMENDED ACTION OR MOTION:

Motion to approve Consent Agenda as presented.

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, May 2, 2022 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairperson Sue Lee, Vice Chairperson Jerol Kivett, and Commissioners Thaddeus Godwin, Lethia Lee, and Clark Wooten.

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

Approval of Agenda

Upon a motion by Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the agenda with the following changes: Added "Consent to Cut Timber" to Item 2a.

Item 1: Planning and Zoning

(Public Hearing) Adoption of Updated Land Use Plan Chairperson Sue Lee opened the Public Hearing and acknowledged Senior Planner Austin Brinkley who presented the Board with information on an updated Land Use Plan. North Carolina local governments must adopt and "reasonably maintain" a land use plan if they wish to legally be able to adopt and enforce zoning regulations. These plans are intended to guide coordinated, efficient, and orderly development within a local government's jurisdiction based on an analysis of the jurisdiction's present and future needs. Sampson County's current land use plan was adopted over 20 years ago in 2001. Mr. Brinkley informed the Board that the Sampson County Planning Board reviewed the proposed plan at their April 11, 2022 meeting and recommended adoption of the updated plan with the inclusion of a 1,000-foot commercial industrial growth note to surround the ETJ of Roseboro. The Chairperson opened the floor for public comments, and none were offered. The Public Hearing was closed. Upon a motion by Commissioner Godwin and seconded by Vice Chairperson Kivett, the Board voted unanimously to adopt the Land Use Plan as recommended. (Copy filed in Inc. Minute Book _____, Page _____.

Planning Board Rules of Procedure Mr. Brinkley explained that the Planning Board Rules of Procedure had been amended to address the inconsistencies that existed between the Planning Board By-Laws and the Rules of Procedure. These proposed amendments align both Ordinances with identical language concerning the expiration

and length of terms. The Planning Board voted unanimously at the April 11, 2022 meeting to recommend approval of the amended Rules of Procedure. Upon a motion by Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the recommended amendments to the Planning Board Rules of Procedure. (Copy filed in Inc. Minute Book _____, Page _____.)

Item 2: Action Items

Award of Bid for Runway 24 Land Clearing Project Chairperson Lee called on County Attorney Joel Starling who outlined the extended process for obtaining responsive bids for the Runway 24 Land Clearing Project. After rejecting previous bids at the determination of the Division of Aviation, this project was rebid on April 18th. Unfortunately, three bids were not received, so the project was rebid yet again, with a bid opening on April 26, 2022. The lowest responsive bidder for this project was Carolina Cleaning and Restoration, LLC at \$346,995.05. Upon a motion by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted unanimously to award the bid for the Runway 24 Clearing Project as recommended by airport engineers and to adopt a resolution authorizing Chairperson Lee to execute the clearing contract. (Copy filed in Inc. Minute Book _____, Page _____.) Mr. Starling also reviewed a Contract Amendment to a task order that was previously issued pursuant to our Master Agreement with AVCON. The Amendment covers construction phase, construction administration, grant administration, and part time inspection services that AVCON will furnish in connection with the clearing project. AVCON's fee for these services is \$70,418.00 (\$35,150.00 of which is a not-to-exceed fee for part time inspection services which may not be entirely expended.) Upon a motion by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve the contract Amendment No. 1 to Task Order No, 2021-01, and adopt a resolution authorizing Chairperson Lee to execute the AVCON contract amendment. (Copy filed in Inc. Minute Book _____, Page _____.) Mr. Starling then addressed the walk-on agenda item. He explained that trees at the airport are currently interfering with a weather system used to measure wind speeds and plan aircraft landings. Upon a motion by Commissioner Lethia Lee and seconded by Commissioner Godwin, the Board voted unanimously to execute the Consent to Cut Timber and Release of Liability. (Copy filed in Inc. Minute Book _____, Page _____.)

Appointments -Transportation Advisory Board Upon a motion made by Vice Chairperson Kivett and seconded by Chairperson Lee, the Board voted unanimously to appoint Amanda Raynor to the Transportation Advisory Board.

Appointments-Economic Development Commission Upon a motion made by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted

unanimously to appoint Craig Richardson, Chuck Spell, and Georgina Zeng to the Economic Development Commission.

Local Emergency Planning Committee Upon a motion made by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted unanimously to appoint Prentice Madgar, Jared Rouse, and William Sellers to the LEPC.

Sampson Community College Board of Trustees Upon a motion made by Vice Chairperson Kivett and seconded by Chairperson Lee, the Board voted unanimously to reappoint Chris Fann to the SCC Board of Trustees.

Item 3: Consent Agenda

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

- a. Approved the minutes of the March 17, 2022 and April 4, 2022 meetings
- b. Approved, upon a second reading, the Resolution Amending Sampson County Fire Commission Resolution (approved on first reading on March 17, 2022) (Copy filed in Inc. Minute Book _____, Page ____.)
- c. Adopted a Capital Ordinance concerning airport construction (2205 Airport Beacon Replacement) (Copy filed in Ordinance Book _____, Page ____.)
- d. Approve Revision #1 of the County Funding Plan for the Home and Community Care Block Grant for Older Adults (Copy filed in Inc. Minute Book _____, Page ____.)
- e. Authorize addition of attorney A. Charles Ellis to the contract for opioid litigation representation
- f. Restored a 60-day waiting period for new hire insurance benefits to meet provider compliance issues

g. Approve the tax refunds and releases as submitted

#9874	Robert Thomas Giehls	\$108.78
#9872	Barnes Williams	\$132.91
#9866	Brian Kenneth Winner	\$352.91
#9869	Todd Wheeler	\$255.76
#9871	Rosa Parker	\$131.23
#9877	Leon Boyette Jr.	\$156.14
#9879	Chandler Sikes	\$113.48
Tax Release	Alta Hamilton	\$1,476.99

h. Approve budget amendments as submitted

<u>EXPENDITURE</u>		Finance		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243600	519900	Professional Services	\$20,000.	
11999000	509700	Contingency		\$20,000.

<u>EXPENDITURE</u>		Finance		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659140	555031	Capital Outlay Category 2		\$130,945.
11659140	555030	Capital Outlay Category 1		\$130,945.
11659140	555032	Capital Outlay Category 3	\$261,890.	

<u>EXPENDITURE</u>		Library		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761100	528200	Dept. Supplies	\$650.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11036110	408401	Sponsorship/Donation for Reading Nook Area	\$650.	

<u>EXPENDITURE</u>		Library		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761100	544200	Cultural Programs	\$1,522.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11036110	408401	Donations/Sponsorships for Summer Reading	\$1,522.	

<u>EXPENDITURE</u>		Cooperative Extension		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
04549520	512600	Salaries	\$3,500.	
04549520	526200	Dept. Supplies	\$12,599.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
04034952	403601	Grant – Eastpointe	\$16,099.	

<u>EXPENDITURE</u>		Finance		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
		Administration	\$44,000.	
		Acquisition Gap Funds	\$400,000.	
		Relocation	\$40,000.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
		SARF Grant GAP Funds	\$484,000.	

<u>EXPENDITURE</u>		Aging		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558670	524100	Building Materials	\$50,000.	
02558670	544000	Contracted Services	\$6,857.	

02558800	522100	Food and Provisions	\$32,331.
02558710	512600	Part-Time Salaries	\$14,276.
02558660	544000	Contracted Services	\$42,581.

REVENUE

<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035867	403601 State Grant – Mid Carolina	\$56,857.	
02035880	403601 State Grant – Mid Carolina	\$32,331.	
02035871	403601 State Grant – Mid Carolina	\$14,276.	
02035866	403601 State Grant – Mid Carolina	\$42,581.	

EXPENDITURE

<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
	Clinton City Schools		
1.5110.071.181.000.000.00	Supplementary Pay	\$341,639.00	
1.5100.071.211.000.000.00	Social Security Matching	\$26,135.00	
1.5110.071.221.000.000.00	Retirement	\$78,201.00	
1.5110.001.121.000.000.00	Salary – Teacher	\$9,937.00	
1.6400.015.542.000.000.00	Non-Capitalized Tech Equipment	\$192.00	
1.5110.085.180.000.000.00	Salary – Bonus	\$6,314.00	

Item 4: County Manager’s Report

County Manager Ed Causey shared that the 2023 Budget is ready to be presented to the Board. After a brief discussion of dates and times, the Board agreed to recess to reconvene on Monday, May 23, 2022 at 10:00AM in the County Auditorium for the Budget Presentation.

Item 5: Public Comment Period

Following a brief review of the public comment guidelines provided by Assistant County Manager Susan Holder, Chairperson Sue Lee opened the floor for public comment. The following were received:

Elaine F. Hunt: 7171 Old Warsaw Road, Turkey. Honorable Commissioners, I come before you with a request that is shared by many, and some are present this evening. We reside on Old Warsaw Road. We recognize that County water has been provided on this road off Hwy 403 down to Moltonville Road. We live past Moltonville Road, and we would like also to have County water. I brought some of my water for you to see. It looks like tea, but it’s actually water that came out of my kitchen faucet this morning. The water is terrible. I can’t drink the water. I can’t cook with the water. I can’t wash my white clothes. And it’s been like this for a while. I have had several wells dug, and years past the County Environmental employees came out and tested my wells and all. And I’m standing here now pleading with you all as a group to pass approval for County water to be extended past Moltonville Road. One of the petitioners, I gave you a petition, I think 36 people signed and 126 people live in those homes, because one is a mobile home unit. Please take note that the first petitioner that signed lives a half of a mile from Moltonville Road. I live four and a half miles from

Moltonville Road where you all have stopped your County water. Less than five miles is what we're requesting you to come so we can have County water like the rest of the people. And thank you for your time and consideration, and we really would like to have good water like everybody else on that road down that way, if you understand what I'm saying.

Edward Gillam: Good evening, County Commissioners. My name is Edward Gillam. I live at 817 West 2nd Street, Garland, North Carolina. Good evening. I stand before you again in reference to the importance of providing public water to Ivanhoe and all other parts of the unserved areas in Sampson County. We truly appreciate the adoption resolution supporting the applications for the state funding for the Ivanhoe water project, but we know there is a lot of work to be done and we feel certain current provisions should be revisited to enable a fair opportunity for unserved areas such as Ivanhoe and other areas in Sampson County. I also feel the following provisions may be helpful in providing current direct information to unserved communities and allowing all who applied for public water a fair and reasonable opportunity to do so. Ten customer per mile minimum. This requirement should be revisited or amended because unserved areas cannot meet this requirement. Rural defined: relating to, or characteristic of the countryside weathered in the town says it all. Many unserved areas in Sampson County will not qualify for public water under these requirements. Unfair to unserved, rural communities. As reported in previous water presentations, the current budget status is good. And the water department is an enterprise which is self-funded through revenues from selling water. Mr. Reynolds Public Works advised a new water tower and individual system would have to be provided for Ivanhoe and the surrounding areas for public water in which at least 146 homes eligible for current requirements and which could generate enough water for community and could be sold to others to create revenue. Sustained operation not counting the revenue generated through monthly reoccurring fees. This will alleviate cost to drain lines and provide an additional income. Rural means that just rural which, in a lot of towns started for example, ten miles up from us the Town of Harrells started as a gas station. Public Water Committee. There should be a committee to act as liaison which includes representatives from each underserved in Sampson County that's responsible for providing numerical information, signed petitions, to become a liaison for the County Commissioners, and giving reports to communities. This will build a positive relationship between County Commissioners. Thank you again and remember we will not falter nor fail at our attempt to be treated as everyone else. We are citizens. We are taxpayers. It is not fair to privilege and charge new customers over \$1,000 for the same price you've charged citizens \$75 to \$100. This is seen as a deterrent unfair to our current unserved areas and unacceptable. We are aware the current surrounding counties charging more for public water service, but the fact remains over twenty years of taxes should be more than enough to compensate for this service. We are aware and we only ask for the same opportunities that others are currently being given and have been given in the past. Thank you, Commissioners. Chairperson Lee responded, "I'm

going to make your day, Mr. Gillam. You talked about the public liaison. Commissioner Lee sitting over here could not be a busier worker bee on this issue. She knows about all things water. She's on top of it. She is working really hard, and this is her goal, to get water everywhere. So, we have got someone on this Board, we're all concerned, but Commissioner Lee has really made it her business to get out there and do everything that she can."

Lacy Bell: Good afternoon, Board members. I'm Lacy Bell. I live at 2812 East Darden Road, Faison, North Carolina. I'm here this evening to continue our request for access to County water. During the initial stages of County water implementation, we were asked to pay a reduced tap-on fee. My neighbor and I paid the tap-on fee, and we received the flags to post out in our yards. We were never granted access to countywide water supply and the tap-on fee was not refunded to us. Our water petition has been signed by additional residents on East Darden Road. Our area has recently been evaluated by Mr. Lin Reynolds of Public Works, and we do qualify for a water extension based on the scoring system of the County. With these factors to be considered: Number one, available funding. Number two, if permits can be obtained, and also number three, approval by the water board. With that being said, I'm asking that the County in good faith, number one and you all have a copy of this, provide County water for East Darden Road and other unserved communities in Sampson County. Number two, honor the initial tap-on fee reduction for those who paid during the initial tap-on since those fees were not refunded. And number three, since fees are scheduled to increase effective July 1, I'm asking that the County grandfather in all those who signed the Sampson County Public Works Petition for Water on or before July 1, 2022, at the lowest tap-on fee. And that fee for ¾" line was \$500 and for a 1" line it would be \$600. Again, I want to thank you for the opportunity to speak in reference to the water extension opportunity in my community and other communities in Sampson County. Thank you.

Paul B. Fisher: Good evening. My name is Paul Fisher, I live at 966 Marion Amos Road in Roseboro. Anybody that don't know where it's at it's right next to the landfill. My concern is the landfill and the quality of life we have over there. Seems like we are a forgotten community, and what we really need is something that monitors the air. And since the Health Department was involved in getting the landfill over there, it seems like the Health Department should be able to help us out and get some monitoring of the air. I have a problem speaking because I can't breathe that well, but what I have to do is stay in the house, can't go out on my deck that much, because of the smell, the air, and everything else. So, what I want you to do is be concerned and mindful of the people that live in the Snow Hill community area. Thank you.

Recess to Reconvene

Upon a motion made by Chairperson Lee and seconded by Vice Chairperson Kivett, the Board voted unanimously to recess to reconvene on Monday, May 23, 2022 at 10:00AM in the County Auditorium.

Sue L. Lee, Chairperson

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a recessed meeting at 10:00 a.m. on Monday, May 23, 2022, in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairperson Sue Lee, Vice Chairperson Jerol Kivett, and Commissioners Thaddeus Godwin, Lethia Lee, and Clark Wooten.

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

Budget Presentation

Chairperson Lee called upon County Manager Causey to present the proposed budget for FY 2022-2023 and thanked him for his hard work during budget preparations. Mr. Causey presented the proposed budget to the Board (copy of the full Budget Message on file in Clerk's Office). Chairperson Lee suggested scheduling budget work sessions, and the Board agreed to schedule these sessions for Thursday, June 9, 2022, at 10:00 a.m. and Thursday, June 16, 2022, at 10:00 a.m., if needed.

Assistant County Manager Susan Holder announced that the proposed budget was available on the County's website.

Adjournment

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

Sue L. Lee, Chairperson

Susan J. Holder, Clerk to the Board

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

County of Sampson

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2022, by and between **COUNTY OF SAMPSON**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in **(See Below) County of Sampson**, North Carolina, more particularly described as follows:

Being +/- 3,650 Net Square Feet of Office Space located at 100 Main Street, Clinton, Sampson County, North Carolina.

Being +/- 855 Net Square Feet of Office Space located at 405 County Complex Road, Building B, Clinton, Sampson County, North Carolina.

(DEPARTMENT OF PUBLIC SAFETY-ADULT PROBATION and PAROLE)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three **(3) Years** commencing on the **1st day of July, 2022** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of June, 2025**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified or, to such other address as the Lessor may designate by a notice in writing at least 15 days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have to make such repair at its own cost and to invoice the amount thereof to the Lessor. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, ***with the Lessor's prior consent***, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, and during such period of repair, and if the Lessor can not provide suitable office space, the Lessee shall have the right to obtain similar office space at the expense of Lessee with reimbursement from the County or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **406 County Complex Road, Clinton North Carolina** and the Lessee at **3030 Hammond Business Place, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. “N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.”

[Remainder of page intentionally left blank; signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: _____ (SEAL)
Joanne Rowland
Director of Purchasing nad Logistics

LESSOR:

_____ (SEAL)
The County of Sampson
Edwin W. Causey, County Manager

ATTEST:

Secretary
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Edwin W. Causey**, personally came before me this day and acknowledged that he is the **County Manager**, and that by authority and given as an act of **Sampson County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2022.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF _____

I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2022.

Notary Public

My commission expires _____

Memo

To: Sampson County Board of Commissioners
From: Kelsey B. Edwards, Library Director
CC: Ed Causey, County Manager & Susan Holder, Assistant County Manager
Date: Thursday, May 19, 2022
Re: Request for Fine-Free summer for Juvenile and Young Adult Materials

Eliminating overdue fees for materials has been gaining momentum state and nation-wide for the past few years. Currently at least two of our surrounding counties (Harnett and Cumberland) have gone "fine free." Libraries that have eliminated overdue fines have found that fines are not an effective incentive to return materials and often, fines have been shown to create unnecessary barriers to library services. This barrier is even more pronounced for children and families from low-income households. (Sampson County's estimated poverty rate is 21.2%.)

According to the Scholastic's Kids and Family Reading Report-The Summer Reading Imperative, researchers estimate that by the time a struggling reader reaches middle school, summer reading loss has accumulated to a two-year lag in reading achievement. The report also says that that school-based sources and the public library are the main sources of books for kids. Since kids are out of school during the summer, this makes the public library the primary resource for kids to get books during that time. (The other sources for books are books already at home or books purchased online or from a retail store which in most cases require financial resources.) By allowing fines to block children from checking out items during the summer, we are hindering their ability to combat the summer slide. For this reason, I would like to waive all fines on Juvenile and Young Adult materials from June 13-August 31, 2022. (Our current policy does not allow patrons to check out materials if they owe \$5.00 or more, which could occur with five books being five days late.)

I propose that on June 13 we waive all overdue fines on the accounts of patrons who are under the age of 18. Then from that day through the end of August, all Juvenile and Young Adult books will be circulated fine free. This will allow all school age children in Sampson County to keep up their reading skills without worrying about fines that might occur if circumstances prevent them from returning the books on time. (This is especially important because adults not children have control over when books are returned in the majority of cases.) During this period, we also hope patrons will be encouraged to return long overdue Juvenile and Young Adult books to take advantage of this fine free period.

Patrons will still be required to pay for lost or damaged books. Also, patrons will not be allowed to check out additional books if there is an overdue book on their account. Patrons will bring back our books because they want to get another one, not because of late fees. It is anticipated that this will alleviate stress for patrons and staff and promote positive relationships in the community. It is also anticipated that this will increase library visits,

increase circulation of youth materials, and there is the potential for the library to regain previously lost materials.

After the Fine Free period, I will analyze the statistics to determine the impact (if any) made on the library and the community during the initiative.

Memo

To: Sampson County Board of Commissioners
From: Kelsey Edwards, Library Director
CC: Ed Causey, County Manager & Susan Holder, Assistant County Manager
Date: May 24, 2022
Re: Approval of SLNC Bright Ideas Grant Award

I request the Board of Commissioners give approval for the Sampson-Clinton Public Library to accept funds from the State Library of North Carolina as awarded through the SLNC Bright Ideas Grant. The grant application was submitted by the deadline to the State Library of North Carolina as no commitment was made to accept the money until the grant was awarded and the grant agreement is signed. This grant is to establish Story Walks at two local parks. (Please see attached for the full grant application.) The funds do not require a match, but the grant is a reimbursement grant. If the Board approves, the grant agreement will be signed via DocuSign.

Thank you.

SLNC Bright Ideas Grant

Library Information

Institution/Library System: Sampson-Clinton Public Library	
Project Manager, Name: Kelsey Edwards	Project Manager, Phone number 910-592-4153
Project Manager, Email address kedwards@sampsonnc.com	
Library Director, Name Kelsey Edwards	Library Director, Phone number 910-592-4153
Library Director, Email address kedwards@sampsonnc.com	
Authorizing Official, Name Edwin W Causey	Authorizing Official, Email address ecausey@sampsonnc.com

Project Information

Project Title

Encouraging Early Literacy and Connecting Families with their local library through two StoryWalk® installations

Describe the project or portion of the project that will support Equity, Diversity, and Inclusion

Describe the project or portion of the project that will support Health

Describe the project or portion of the project that will support Workforce Development

Describe the project or portion of the project that will support Citizen Science

Describe the project or portion of the project that will support Civic Engagement

Describe the project or portion of the project that will support Early Childhood Literacy

Due to the lower literacy rates of children in Sampson County, the Sampson-Clinton Public Library is seeking to increase the exposure of children and parents to reading and other early literacy skills outside of the walls of our library branches. According to NC Child.org, only 39.5 percent of third grade students in Sampson County scored proficient in reading and 59.7 percent of children in the county live in poor or low-income homes. The National Center for Education Statistics reported that 61% of low-income families have no books at all in their homes for their children. We all know that exposure to reading in early childhood is essential to helping children develop the skills needed to learn to read in elementary school. Having no books in the home presents a huge disadvantage that can be alleviated when families use the library to check out books. However, many families (including low-income families) do not take advantage of the resources provided by the public library and may not realize how important it is to read to children at an early age to help them develop the skills needed to learn to read proficiently in elementary school. To help promote early literacy skills as well as resources available to families in our library branches, we are seeking funding to install two permanent StoryWalks in Sampson County at two local parks.

StoryWalks was created by Anne Ferguson of Montpelier, VT and was developed with the help of Rachel Senechal, formerly of the Kellogg-Hubbard Library. If the grant is awarded, these installations would be the first permanent StoryWalks in Sampson County. They would expose children and families not only to a reading opportunity when they visit one of the parks, but it would also expose them to other early literacy tips as well as provide information about library resources. Each station of the StoryWalk would not only have the next portion of the story, but it would also provide an early literacy activity for the child and family to do together. The last panel of the story would give a space to provide information about our library branches and programming and services offered that would be beneficial to families with young children. This project would give the library a greater opportunity to reach families that may not use their local library. This project would not only promote early literacy, it would promote physical activity and provide an opportunity for quality family time and building community through a shared experience. The project will be a collaboration between local Parks and Recreation departments and the Sampson-Clinton Public Library, which could potentially strengthen the relationship between the library and Parks and Recreation. This could lead to more collaboration in the future.

Describe the project or portion of the project that will support Digital Inclusion

Describe the project or portion of the project that will support Community Memory

Project Activities

Describe the Program(s) to be offered and how it will help the project reach its goals.

Describe the Presentation(s) to be offered and how it will help the project reach its goals.

Describe the Consultation(s) to be offered and how it will help the project reach its goals.

Describe the Acquisition activities to be offered and how it will help the project reach its goals. A large portion of the project is the Acquisition piece of the project as we will need to purchase the installations needed to display the stories on a permanent basis. We will also need to purchase the books to be used and print signs to accompany the book pages at each station with supplemental early literacy information.

Describe the Creation activities to be offered and how it will help the project reach its goals. Library staff will need to create the supplemental activity information to be on display with each set of book pages. This activity information will provide a fun early literacy activity for families as well as provide other early literacy tips. Exposing the families to early literacy tips is a major goal of this project.

Describe the Lending activities to be offered and how it will help the project reach its goals.

Budget

Expense Description	Quantity	Per Item Cost
Storywalkfi Solutions aluminum post and aluminum frame	38	302.82
Shipping for aluminum posts and aluminum frames	2	648
Printing costs for posters to go in Each Installation with Early Literacy Tips/Activities (enough for 3 different books for each of the two Storywalkfis)	120	15
3 copies each of 6 books (allows for switching out of the titles the first few times)	18	15

Requested Award Total (should not exceed \$15,000): **\$14,873.16**

Certification and Signatures

We are aware of and agree to comply with all state and federal provisions and assurances required under this grant program. If awarded grant funds, we assure that we will carry out the grant project according to the approved grant application. This application has been authorized by the appropriate authorities of my institution/library.

Kelsey Edwards

Name of Library Director

DocuSigned by:
Kelsey Edwards
9FD45E4FC38541E...

Signature of Library Director

4/29/2022

Date

Edwin W Causey

Name of Authorizing Official

DocuSigned by:
Edwin W. Causey
8FFE17050AC04B3...

Signature of Authorizing Official

5/4/2022

Date

GRANT PROVISIONS

The following state and federal provisions apply to the LSTA grant program. Libraries awarded grants must agree to comply with these provisions.

1. Grant Agreement and Timing of Expenditures

Official notification of the grant award must be received from the State Library and a grant agreement (formal agreement between the grantee and the State Library) signed by both the representatives of the library and the State Librarian *before* any funds may be encumbered or expended for the project.

2. Allowable and Unallowable Costs

Grantees must carry out the grant project according to the approved grant application, and all federal funds must be expended solely for the purpose for which a grant was awarded. The following costs are unallowable and may not be proposed as grant project costs: bad debts, contingencies, contributions and donations, entertainment, fines and penalties, under recovery of costs under grant agreements (excess costs from one grant agreement are not chargeable to another grant agreement).

3. Legal and Regulatory Compliance

Grantees must expend grant funds in accordance with all applicable local, state, and federal laws and regulations.

4. Budget Revisions and Programmatic Changes

Grantees must not deviate from the approved budget and plan for carrying out the grant project as contained in the approved grant application unless prior approval is obtained from the State Library.

5. Records Retention

Grantees must maintain adequate records to ensure complete reporting, and retain programmatic and financial records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer.

6. Free and Open Competition

Purchases made from grant funds must be carried out to ensure free and open competition to the extent possible. Libraries eligible to purchase under state contract may use this option for grant purchases.

7. Debarment & Suspension

Transactions for the purposes of this grant will not knowingly be made with parties who have been debarred or suspended from receiving Federal financial assistance under Federal programs and activities (Debarment and Suspension Certification). See Excluded Parties List System at <https://www.sam.gov>.

8. Equipment Purchases and Inventory

Equipment with a per unit price above \$5,000 requires advance written approval from the State Library. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.

9. Publicizing & Acknowledging Funds

Grantees are required to credit IMLS/LSTA in all related publications and activities in conjunction with the use of grant funds. Grantees should publicize grant-supported activities in available and appropriate media. The following statement must be used when meeting these requirements: "This publication/activity/program was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources." Copies of any publications or materials produced under the grant must be submitted to the State Library. IMLS logos are available at http://www.ims.gov/recipients/ims_acknowledgement.aspx

10. Lobbying

Grantees are prohibited by federal law from using grant funds to pay costs associated with lobbying Congress or the public for purposes of influencing elections, legislation, or the award of any federal funds. Grantees receiving an award of over \$100,000 must file a certification regarding lobbying.

11. Non-discrimination

All library services provided as a result of federal grant funds must be available without discrimination to all members of the community served. Participation may not be denied on the basis of race, color, national origin, handicap, age, or sex. Relevant legislation includes but is not limited to the following: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-4); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); The Age Discrimination Act (42 U.S.C. 6101 *et. seq.*); 45 CFR 1110 - Nondiscrimination in federally assisted programs; 45 CFR 1170 - Nondiscrimination on the basis of handicap in federally assisted programs and activities; 45 CFR 1181 - Enforcement of nondiscrimination on the basis of handicap in programs or activities conducted by the Institute of Museum and Library Services.

12. Trafficking in Persons

Grantees must comply with 22 U.S.C. § 7104(g) which prohibits engaging in trafficking in persons, procuring a commercial sex act, or using forced labor.

13. Audit and Financial Reporting Requirements

LSTA grants must be audited in compliance with federal and state audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations. The following source documents outline the standards and requirements:

- United States Office of Management and Budget (OMB) 2 CFR 200, Subpart F - Audit Requirements
- North Carolina General Statute 143C-6-23 "State grant funds: administration; oversight and reporting requirements," and the corresponding rules of North Carolina Administrative Code, Title 09, Chapter 03M, "Uniform Administration of State Grants."

LEGAL REFERENCES:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [address grants and cooperative agreements pertaining to institutions of higher education, states, local governments, Indian tribes, and nonprofit organizations]
- 2 CFR Part 3185 - Nonprocurement debarment and suspension
- 2 CFR 3186 - Requirements for drug-free workplace

Prepared by: Duke Energy Progress, LLC
Return to: Duke Energy Progress, LLC
Attn: Southeastern Land Co.
P.O. Box 1241
Conway, SC 29528

Parcel # 06011723101

EASEMENT

State of North Carolina

County of Sampson

THIS EASEMENT (“**Easement**”) is made this ____ day of _____ 20____, from **SAMPSON COUNTY**, a North Carolina body politic of Sampson County, North Carolina (“**Grantor**”, whether one or more), to **DUKE ENERGY PROGRESS, LLC**, a North Carolina limited liability company (“**Grantee**”).

Grantor, for and in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of Grantor described in that instrument recorded in Deed Book 1395, Page 762, Sampson County Register of Deeds (the “**Property**”), LESS AND EXCEPT any prior out-conveyances, to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify, and remove facilities thereon including but not limited to, supporting structures such as guy poles, span guy wires, down guy wires, anchors, and other appurtenant apparatus and equipment (the “**Facilities**”) within an easement area being ten (10) feet wide (the “**Easement Area**”) (Listed Facilities items may vary depending on design), for the purpose supporting a line transmitting power of electricity. The center line of the Facilities shall be the center line of the Easement Area.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

For Grantee’s Internal Use:
Work Order #: 44019821

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

SAMPSON COUNTY, a body politic of
Sampson County, North Carolina

By: _____
Its: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that _____, as _____ of SAMPSON COUNTY, a body politic of Sampson County, North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this ____ day of _____, 20____.



Notary Public: _____
Commission expires: _____

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check	One)	Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse Rate	HCCBG Clients	Total Units
Adult Day Health	X			66024		//////////	7336	73360		73360	1826	43.266	17	5140
Congregate Nutrition	X				85198	//////////	9466	94664	28209	122873	21036	4.5001	143	37612
Home Delivered Meals	X			121650		//////////	13517	135167	15475	150642	20570	4.8301	162	20633
Housing & Home Improvement	X				191415	//////////	21268	212683		212683			80	
Information & Case Assistance	X		19042			//////////	2116	21158		21158	1500		1500	
In-Home Aide-Level II - Personal Care	X			34000		//////////	3778	37778		37778	1585	18.0428	11	1585
Senior Care Operation	X				44820	//////////	4980	49800		49800			125	
Transportation (General)	X		29888			//////////	3321	33209		33209	2562	12.9607	25	2562
						//////////	0	0		0				
						//////////	0	0		0				
						//////////	0	0		0				
						//////////	0	0		0				
						//////////	0	0		0				
						//////////	0	0		0				
Total	////////	////////	48930	221674	321433	592037	65782	657819	43684	701503	49079	//////////	2063	67532

*Adult Day Care & Adult Day Health Care Net Service Cost			
	ADC	ADHC	
Daily Care	33.07	40	Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.
Administrative	33.07	3	
Proj. Reimbursement Rate	33.07	43	
Net Ser. Cost Total			
	_____ Signature, County Finance Officer	_____ Date	_____ Authorized Signature, Title Community Service Provider
		_____ Signature, Chairman, Board of Commissioners	_____ Date

This instrument prepared by: W. Joel Starling, Jr., Sampson County Attorney
Return after recording to: Sampson County Finance Department
406 County Complex Road, Suite 120
Clinton, North Carolina 28328

NORTH CAROLINA

SAMPSON COUNTY

SATISFACTION OF SECURITY INSTRUMENT
N.C. Gen. Stat. §§ 45-36.10 and 45-37(a)(7)

Sampson County is the original secured creditor and is the current owner of the indebtedness secured by the security instrument identified as follows:

Type of Security Instrument:	Deed of Trust
Original Grantor(s):	Mary Catherine Vann
Original Trustee(s):	Andrew M. Jackson
Recording Data:	The Deed of Trust is recorded in Book 1637 at Page 30 in the office of the Register of Deeds for Sampson County, North Carolina.

This Satisfaction terminates the effectiveness of the security instrument, and Sampson County as the secured party asks that this Satisfaction be recorded and the security instrument be cancelled of record.

Date: June 6, 2022

SAMPSON COUNTY

[Affix Seal]

By: _____
SUE L. LEE, Chair,
Sampson County Board of Commissioners

ATTEST:

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

NORTH CAROLINA

SAMPSON COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that Susan J. Holder personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Sampson County, and that by authority duly given and as the act of Sampson County, the foregoing Satisfaction of Security Instrument was signed in its name by the Chair of its Board of Commissioners, sealed with its official seal, and attested by herself as the Clerk to the Board of Commissioners.

Witness my hand and official seal, this the _____ day of June, 2022.

NOTARY PUBLIC
My Commission Expires: _____



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: May 26, 2022

SUBJECT: Surplus Weapon for Retiring Personnel

The Sheriff's Department has requested that we declare the service weapons used by Judy Jackson and Ray Draughon as surplus and allow them to be transferred to the retiring employees. The weapons are Sig Sauer P226 pistols, serial numbers 47A066292 and 47A065135.

We respectfully recommend that the Board approve this request.

RESOLUTION OF THE SAMPSON COUNTY BOARD OF COMMISSIONERS

WHEREAS, N.C. Gen. Stat. § 153A-149(c)(5) authorizes counties to levy property taxes up to a combined rate of one dollar and fifty cents (\$1.50) on the one hundred dollars (\$100.00) appraised value of property for certain purposes, including, but not limited to, the provision of ambulance services, rescue squads, and other emergency medical services; and

WHEREAS, N.C. Gen. Stat. § 160A-487 authorizes counties to appropriate funds to rescue squads or teams to enable them to purchase and maintain rescue equipment and to finance the operation of rescue squads either within or outside the boundaries of the county; and

WHEREAS, N.C. Gen. Stat. § 153A-250 authorizes counties to contract for ambulance services in all or a portion of the county; and

WHEREAS, the Sampson County Board of Commissioners wishes to contract with the entities set forth herein for the provision of rescue and/or emergency medical services, as more particularly set forth herein below;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Sampson County Manager is hereby authorized to execute on behalf of Sampson County a Rescue and Emergency Medical Services Contract substantially similar to the contact attached to this Resolution with Roseboro Rescue & EMS, Inc.

2. The Sampson County Manager is hereby authorized to execute on behalf of Sampson County Emergency Medical Services Contracts substantially similar to the contacts attached to this Resolution with Clinton-Sampson Rescue and Emergency Medical Services, Inc., Newton Grove Rescue Squad, Inc., and Suttontown EMS, Inc.

ADOPTED, this the 6th day of June, 2022.

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

ATTEST:

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

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**EMERGENCY MEDICAL SERVICES
CONTRACT**

THIS EMERGENCY MEDICAL SERVICES CONTRACT (“Contract”) is made and entered into effective the 1st day of July, 2022 (the “Effective Date”) by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **CLINTON-SAMPSON RESCUE AND EMERGENCY MEDICAL SERVICES, INC.**, a North Carolina non-profit corporation (the “Contractor”). The County and the Contractor may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-149(c)(5) authorizes counties to levy property taxes up to a combined rate of one dollar and fifty cents (\$1.50) on the one hundred dollars (\$100.00) appraised value of property for certain purposes, including, but not limited to, the provision of ambulance services, rescue squads, and other emergency medical services; and

WHEREAS, N.C. Gen. Stat. § 160A-487 authorizes counties to appropriate funds to rescue squads or teams to enable them to purchase and maintain rescue equipment and to finance the operation of rescue squads either within or outside the boundaries of the county; and

WHEREAS, N.C. Gen. Stat. § 153A-250 authorizes counties to contract for ambulance services in all or a portion of the county; and

WHEREAS, the Contractor is a North Carolina nonprofit corporation organized and authorized to furnish emergency medical services and other such other services as may be authorized by the Contractor’s bylaws; and

WHEREAS, the Contractor has secured, through purchase or otherwise, equipment, land, and buildings for the operation of one or more emergency medical services stations; and

WHEREAS, the County and the Contractor desire to enter into this Contract for the provision of emergency medical services by the Contractor.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. ANNUAL APPROPRIATIONS.

The County will fund the Contractor with general property taxes levied pursuant to N.C. Gen. Stat. § 153A-149 in such amounts as may be appropriated by the Board of Commissioners, in its absolute and sole discretion. The amount appropriated by the Board of Commissioners each fiscal

year shall be paid to the Contractor in twelve (12) equal monthly installments. These funds shall be used solely for rescue and emergency medical services in the Contractor's response district and such other areas of response to which the Contractor may be dispatched.

On or before January 31st of each year, the Contractor shall submit a proposed budget for the fiscal year beginning July 1st of that year to the Sampson County Department of Emergency Services ("Department of Emergency Services") for approval. The proposed budget shall be submitted in such form as shall be prescribed by the Department of Emergency Services.

SECTION 2. SERVICES FURNISHED BY CONTRACTOR.

The Contractor shall provide those emergency medical services as shall be required by the Department of Emergency Services with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Contract is attached hereto as Exhibit "A" and incorporated herein by reference. The Contractor shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Contractor's response district and such other areas of response to which the Contractor may be dispatched. The Contractor's response district shall be defined by (and may be altered by) the Board of Commissioners.

The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Department of Emergency Services must give the Contractor ninety (90) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Contract and the minimum standards promulgated by the North Carolina Office of Emergency Medical Services ("OEMS"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statutes, regulations, rules, or ordinances.

SECTION 3. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Contractor at reasonable times during regular business hours of the County, provided that the County provides the Contractor with forty-eight (48) hours advance notice of any such inspection. The Contractor agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Contractor shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Contract.

SECTION 4. ANNUAL REPORT.

The Contractor shall, at the County's expense, provide the County with an annual compilation of the Contractor's financial statements. In lieu of a compilation, the Contractor may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an

independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Contractor's choosing, acceptable to the County, in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the Sampson County Finance Department ("Finance Department") no later than 5:00 p.m. on the last business day of October each year.

In the event that the Contractor elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Contractor shall provide a written statement to the Finance Department that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the Finance Department on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Contractor's auditor, the Contractor shall bear the cost of such advice.

Should the Contractor fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County on or before the last business day of October, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Finance Director may grant a reasonable submittal extension if the Contractor is unable to deliver the audit or compilation for reasons beyond the control of the Contractor.

SECTION 5. FINANCIAL MISMANAGEMENT.

The Contractor agrees that, if its financial records are judged by the Finance Department to be deficient, or if a compilation or audit by a certified public accountant reveals competent evidence of financial mismanagement or wrongdoing, the County may, in its sole and absolute discretion, directly or through a third party of the County's choice, assume responsibility for management and financial decision-making for the Contractor until such time as the County determines that the Contractor's finances have been brought into compliance with the terms of this Contract and generally accepted accounting principles. The decision whether to assume responsibility for management and financial decision-making for the Contractor shall be made using the County's best judgment, and the County shall incur no liability whatsoever by reason of its decision to assume or not to assume control of the Contractor's finances pursuant to this Section.

In the alternative, the County may elect to immediately suspend all payments to the Contractor and/or terminate this Contract immediately and without notice, notwithstanding the provisions of Sections 7 and 25 of this Contract.

SECTION 6. CONTRACTOR'S USE OF FUNDS.

6.0. The Contractor shall use the funds subject to this Contract in accordance with the annual budget that has been submitted to and approved by the County. This budget may be amended by the Contractor's Board of Directors, provided that the amended budget does not exceed the total appropriations approved by the County. Budget amendments that have the effect

of increasing the total appropriations approved by the County must be submitted to the Department of Emergency Services and Finance Department for approval.

6.1. At least twice per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date roster of its volunteer members, indicating which members serve at the rank of Captain or higher.

6.2 At least once per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date list of the members of its Board of Directors.

6.3 The Contractor agrees to give the County thirty (30) days advance notice in writing of any financial transaction which shall require the Contractor to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

6.4 The Contractor agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 7. NONCOMPLIANCE BY CONTRACTOR.

If the County has a reasonable belief that the Contractor has violated any provision of this Contract, any OEMS or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Contractor with written notice of the alleged noncompliance and initiate a review to verify compliance. If the County determines that the Contractor has failed to render Required Services in compliance with this Contract, OEMS, or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County shall give the Contractor thirty (30) days advance written notice that this Contract is subject to suspension and/or termination and shall additionally provide a list of the improvements needed to bring the Contractor into compliance.

If during the thirty (30) day period, the Contractor makes improvements satisfactory to the County, no suspension and/or termination shall occur. During the thirty (30) day period, the Contractor is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Contract. If after the thirty (30) period, the Contractor has failed to come into compliance, then the County may suspend the monthly payment of funds allocated to the Contractor pursuant to Section 1 of this Contract and/or terminate this Contract.

Notwithstanding the foregoing, the County may immediately terminate this Contract, without notice, in the event that the County determines that the continued provision of rescue and emergency medical services by the Contractor poses a threat to the health and safety of the County's residents or the County learns that the insurance required pursuant to Section 11 of this Contract has lapsed, been cancelled, or is otherwise no longer in effect.

SECTION 8. COMPOSITION OF THE BOARD OF DIRECTORS.

8.1 The Contractor's Board of Directors shall have a minimum of three (3) members and shall meet at least once annually.

8.2 In addition to the requirements in Section 8.1 (which are mandatory), the Contractor agrees that during the initial five (5) year term of this Contract, the Contractor will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Contractor.

8.2.1 If the Contractor's chief serves as a member of the Contractor's Board of Directors, the Chief should serve as an ex officio member, without vote.

8.2.2 No family member of the Contractor's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the chief or member, including a parent, child, or sibling of the chief or member's spouse.

8.2.3 The Board of Directors should have a minimum of two (2) citizen members.

8.2.4 The Contractor is required to notify the County in writing within thirty (30) calendar days of any changes in the Contractor's Board of Directors or chief officers.

SECTION 9. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Contractor's extensive reliance on public funds for its operations, the public has a continuing interest in the Contractor's decision-making processes and decisions regarding the expenditure of those funds. The Contractor agrees to the provisions of this Section, acknowledging that such provisions are required by this Contract, notwithstanding the fact that such provisions are not required by statute.

9.1 To ensure public trust, the Contractor agrees that its Board of Directors meetings will be open to the public.

9.2 To ensure the ability of the public to attend Board of Directors meetings, the Contractor agrees to provide public notice of said meetings by such means as the Contractor deems appropriate. The Contractor and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical and, therefore, not required.

9.3 To ensure the ability of the public to review the Contractor's decision-making processes and spending decisions, the Contractor agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public and the Department of Emergency Services by the time of the Board of Directors' next meeting.

9.4 Notwithstanding the Contractor's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Contractor agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

9.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

9.4.2 To discuss the purchase, exchange, or lease of real property;

9.4.3 To deal with personnel matters concerning a member (does not include general personnel policy discussion/action);

9.4.4 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Contractor or a member;

9.4.5 To make decisions on matters other than those that directly or indirectly involve public funds;

9.4.6 The County and the Contractor further agree that a "meeting" exists for purposes of this section when a majority of Board of Directors members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board of Directors members at which business is not (and will not be) transacted is not a "meeting" for purposes of this section.

SECTION 10. LIQUIDATION OR DISSOLUTION.

In the event of the liquidation or dissolution of the Contractor, all of the Contractor's assets, equipment, and other property shall be conveyed to the entity that will provide the Required Services in the Contractor's response district after the dissolution of the Contractor; provided, however, that the successor entity shall have the absolute right to decline to accept specific assets, equipment, and/or property, in which case the declined asset, equipment, and/or property shall be disposed of in accordance with the Contractor's charter, articles of incorporation, and/or bylaws. In the event of a discrepancy between the provisions of the Contractor's charter, articles of incorporation, and/or bylaws and the provisions of this Section, the Contractor shall cause its charter, articles of incorporation, and/or bylaws to be amended to comply with the provisions hereof.

SECTION 11. INSURANCE AND INDEMNIFICATION.

11.1 The Contractor shall obtain and keep in force during the term of this Contract and any subsequent renewals of this Contract the following minimum insurance coverage, annually providing the County's Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina and acceptable to the County. Coverage shall be maintained continuously during the term of this Contract.

11.1.1 Workers' Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Contractor shall participate in the North Carolina Volunteer Safety Worker's Compensation Fund. The County shall, subject to the availability of funds, pay the premium for the Contractor's Workers' Compensation Insurance; however, this premium payment shall in no way create any employment relationship between the County and any volunteer member of Contractor or confer upon any volunteer member of Contractor any right to benefits from the County.

11.1.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

11.1.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include vehicles owned by the Contractor, as well as hired and non-owned vehicles (other than those vehicles owned by the County, which shall be insured by the County) and member/employee non-ownership.

11.1.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

11.1.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

11.1.6 Crime Coverages: A policy of insurance that includes crime coverages shall be purchased in the amount of not less than \$100,000.00.

11.1.7 The County shall be named as an additional insured under any policy of insurance required by this Contract. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be cancelled, terminated, or modified by either party except after thirty (30) days prior written notice to the County.

11.1.8 The Contractor's insurance shall be primary with respect to the County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the County, its officers, officials, and employees shall be in excess of and not contribute with the Contractor's insurance.

11.2 The County shall, subject to the availability of funds and continuing appropriation of funds by the Board of Commissioners, obtain and keep in force during the term of this Contract and any subsequent renewals of this Contract the following minimum insurance coverage.

11.2.1 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include only vehicles owned by the County.

11.3 The Contractor shall indemnify, save harmless, and defend the County from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Contractor, its members, agents, or any other person or entity acting on behalf of the Contractor. This obligation shall survive the termination or expiration of this Contract.

SECTION 12. STANDARDS OF PERFORMANCE.

The Contractor shall furnish the Required Services in a professional, efficient, and workmanlike manner, in particular so as to meet the requirements of and comply with the provisions of this Contract, the rules and regulations of OEMS and the EMS Advisory Council, Chapter 131E of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards.

The Contractor agrees to comply with rescue and emergency medical services Performance Standards, including, but not limited to, minimum membership requirements, rates of response, response time, event outcomes, customer satisfaction, minimum documentation standards, and compliance with the Contractor's standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Contract are attached hereto as Exhibit "B" and incorporated herein by reference. The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, the Department of Emergency Services must give the Contractor ninety (90) days advance notice prior to the implementation of any change or addition to the Performance Standards.

Noncompliance with any contractual provision (including, but not limited to the Performance Standards), statute, regulation, rule, or standard shall constitute a material breach of this Contract subject to suspension of funding and/or termination pursuant to Section 7 of this Contract.

SECTION 13. RELATIONSHIP OF THE PARTIES.

The Contractor is an independent contractor of the County, and its directors, officers, members, and agents shall not be considered employees of the County. The relationship between the Parties shall be limited to the performance of this Contract in accordance with its terms. The County shall not be responsible for any act or omission of the Contractor or its directors, officers, members, employees, or agents. Neither the Contractor, nor any director, officer, member, employee, or agent of the Contractor shall be deemed an officer, employees, or agent of the County or have the authority to contract or incur any liability on behalf of the County. No liability for benefits, such as workers' compensation, pension rights, or other provisions shall arise out of or accrue to any Party, its directors, officers, members, employees, or agents as a result of this Contract or the performance thereof.

SECTION 14. TREATMENT DECISIONS.

The County shall not be liable for, or exercise control over, the manner or method by which the Contractor and its directors, officers, members, employees, and agents provide services under this

Contract, including, but not limited to, any treatment decisions made by the Contractor or any of the foregoing. Notwithstanding any provision of this Contract, the County shall have no obligation to supervise the Contractor's provision of the Required Services or compliance with the Performance Standards and shall not be liable for the Contractor's failure to provide the Required Services or comply with the Performance Standards.

SECTION 15. NO THIRD-PARTY BENEFICIARIES.

This Contract is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and this Contract shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

SECTION 16. NON-ASSIGNMENT.

This Contract may not be transferred, assigned, or subcontracted by the Contractor without the written consent of the County, which may be withheld in the County's sole and absolute discretion.

SECTION 17. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Contract at any time, or to request performance by the Contractor pursuant to any of the provisions of this Contract at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Contract, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 18. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Contract shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Richard Sauer
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

With a copy to: David Clack
Sampson County Finance Director
406 County Complex Rd., Bldg. C
Clinton, NC 28328

If to the Contractor:
by U.S.P.S. Chair, Board of Directors
P.O. Box 82
Newton Grove, NC 28366

If to the Contractor:
by Overnight Courier

Chair, Board of Directors
301 W. Weeskdale St.
Newton Grove, NC 28366

With a copy to:

Chief
P.O. Box 82
Newton Grove, NC 28366

SECTION 19. AMENDMENTS.

Any amendment to this Contract shall be made in writing and signed by both Parties in order to be effective except where this Contract expressly authorizes the Department of Emergency Services and Board of Commissioners to unilaterally modify the Required Services and Performance Standards.

SECTION 20. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Contractor and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, except that this paragraph shall not be construed to invalidate any existing and applicable Mutual Aid Agreements.

SECTION 21. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Contract.

SECTION 22. SEVERABILITY.

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

SECTION 23. COUNTERPARTS.

This Contract may be executed in several counterparts, each of which shall be deemed an original.

SECTION 24. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Contractor agree that nothing herein shall be construed to in any way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

SECTION 25. TERM OF AGREEMENT.

This Contract shall have a term of five (5) years, commencing on July 1, 2022 and ending on June 30, 2027, unless sooner terminated as provided herein.

SECTION 26. TERMINATION.

In addition to the for-cause termination provisions of Sections 5 and 7 above, this Contract may be terminated by either Party for convenience upon advance written notice to the other Party, served upon the other party by personal delivery, overnight courier, or registered or certified mail, return receipt requested, as provided in Section 18 of this Contract, at least ninety (90) days prior to the effective date of termination.

However, failure of the Board of Commissioners to appropriate funding for the emergency services that are the subject hereof shall result in the automatic termination of this Contract without penalty or liability of any kind to the County.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Contractor has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its articles of incorporation and bylaws.

This the ____ day of June, 2022.

SAMPSON COUNTY

By: _____
Edwin W. Causey,
County Manager

ATTESTED:

By: _____
Susan J. Holder, Clerk

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2022.

CONTRACTOR

By: _____
Print Name: _____
Chair, Board of Directors

ATTESTED:

By: _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Contractor and are material provisions of this Contract:

1. The Contractor shall respond to dispatches of Alphas, Bravo, Charlie, Delta, and Echo calls using the Emergency Medical Dispatch Protocols maintained by Sampson County 911 Communications.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimum performance standards are agreed to by the County and the Contractor and are material provisions of this Contract:

1. The Contractor shall maintain at least eight (8) active members at all times. For purposes of this Performance Standard, an “active” member shall be a member who is in compliance with the Sampson County Emergency Services Reintegration Policy. All active members shall maintain a valid, current OEMS certificate as an emergency medical responder, emergency medical technician, advanced emergency medical technician, or paramedic and shall possess the relevant qualifications required for their position by the North Carolina Association of Rescue and Emergency Medical Services. Four (4) of the eight (8) active members must maintain an OEMS certificate at or above the level at which the Contractor is certified with OEMS.

2. The Contractor shall adopt and abide by personnel rules for volunteer members that are in compliance with the Fair Labor Standards Act (where applicable) and any other applicable federal or state law.

3. The Contractor shall not discriminate against any director, officer, member, or applicant for membership because of race, religion, color, sex, age, disability, or national origin. However, members must be competent and capable to perform the bona fide requirements of their respective position.

4. The Contractor shall have adopted guidelines that address appropriate initial training of members and continuing education that meets or exceeds all OEMS and Sampson County EMS requirements, including, but not limited to, requirements of the Sampson County Medical Director. A current, valid copy of the Contractor’s training guidelines shall be kept on file with the Department of Emergency Services.

5. The Contractor will conduct a driver’s license record review at least annually on each member. Upon request, the Contractor shall furnish a copy of completed background checks to the Department of Emergency Services.

6. No person with felony or serious misdemeanor conviction(s) shall be allowed to participate as a member or otherwise render services for the Contractor. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior, sexual misconduct, or dishonesty.

7. All members of the Contractor shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Contractor.

8. The Contractor, including any permitted subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

9. The Contractor shall respond to a minimum of forty percent (40%) of calls to which it is dispatched during the hours of 6:00 p.m. to 6:00 a.m.

10. The Contractor shall follow the most current version of the Sampson County Emergency Operations Plan.

11. The Contractor shall adopt a set of standard operating procedures. A current, valid copy of the Contractor's standard operating procedures shall be kept on file with the Department of Emergency Services.

12. The Contractor agrees to rely only on the countywide system for emergency alerting and response purposes for calls within Sampson County.

13. The Contractor shall notify the Department of Emergency Services within ten (10) days of any adverse finding, suspension, or termination by any local, state, or federal agency against the Contractor or any of its directors, officers, members, employees, or agents, pertaining to employment practices, occupational safety, credentialing or certification, or any other matter within the jurisdiction of a local, state, or federal agency.

14. The Contractor and its directors, officers, members, and agents shall abide by the standards adopted by the North Carolina Association of Rescue and Emergency Medical Services and OEMS, as they may be amended from time to time.

15. Emergency medical services shall be subject to the oversight and direction of Sampson County's Medical Director and Sampson County's adopted emergency medical protocols, and the Contractor shall comply with all directives and requirements imposed by the Medical Director and the County's emergency medical protocols.

16. The Contractor shall document patient care utilizing an incident reporting system approved by the Department of Emergency Services.

17. The Contractor shall maintain patient information and medical records in accordance with applicable federal and state laws, including federal and state laws related to privacy and confidentiality of patient information and medical records, and shall use and disclose such information and/or records in accordance with applicable law.

18. The Contractor shall maintain, at its expense, such equipment and supplies as shall be reasonably necessary to provide the Required Services. The County may elect to provide (but is under no obligation to provide) the Contractor with equipment, such as ambulances, and supplies at no charge. The Contractor shall maintain, at its expense, any equipment furnished by the County unless the Director of the Department of Emergency Services determines, in his or her discretion, that the County should bear the cost of a given maintenance item or repair.

STATE OF NORTH CAROLINA

**EMERGENCY MEDICAL SERVICES
CONTRACT**

COUNTY OF SAMPSON

THIS EMERGENCY MEDICAL SERVICES CONTRACT (“Contract”) is made and entered into effective the 1st day of July, 2022 (the “Effective Date”) by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **NEWTON GROVE RESCUE SQUAD, INC.**, a North Carolina non-profit corporation (the “Contractor”). The County and the Contractor may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-149(c)(5) authorizes counties to levy property taxes up to a combined rate of one dollar and fifty cents (\$1.50) on the one hundred dollars (\$100.00) appraised value of property for certain purposes, including, but not limited to, the provision of ambulance services, rescue squads, and other emergency medical services; and

WHEREAS, N.C. Gen. Stat. § 160A-487 authorizes counties to appropriate funds to rescue squads or teams to enable them to purchase and maintain rescue equipment and to finance the operation of rescue squads either within or outside the boundaries of the county; and

WHEREAS, N.C. Gen. Stat. § 153A-250 authorizes counties to contract for ambulance services in all or a portion of the county; and

WHEREAS, the Contractor is a North Carolina nonprofit corporation organized and authorized to furnish emergency medical services and other such other services as may be authorized by the Contractor’s bylaws; and

WHEREAS, the Contractor has secured, through purchase or otherwise, equipment, land, and buildings for the operation of one or more emergency medical services stations; and

WHEREAS, the County and the Contractor desire to enter into this Contract for the provision of emergency medical services by the Contractor.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. ANNUAL APPROPRIATIONS.

The County will fund the Contractor with general property taxes levied pursuant to N.C. Gen. Stat. § 153A-149 in such amounts as may be appropriated by the Board of Commissioners, in its absolute and sole discretion. The amount appropriated by the Board of Commissioners each fiscal

year shall be paid to the Contractor in twelve (12) equal monthly installments. These funds shall be used solely for emergency medical services in the Contractor's response district and such other areas of response to which the Contractor may be dispatched.

On or before January 31st of each year, the Contractor shall submit a proposed budget for the fiscal year beginning July 1st of that year to the Sampson County Department of Emergency Services ("Department of Emergency Services") for approval. The proposed budget shall be submitted in such form as shall be prescribed by the Department of Emergency Services.

SECTION 2. SERVICES FURNISHED BY CONTRACTOR.

The Contractor shall provide those emergency medical services as shall be required by the Department of Emergency Services with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Contract is attached hereto as Exhibit "A" and incorporated herein by reference. The Contractor shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Contractor's response district and such other areas of response to which the Contractor may be dispatched. The Contractor's response district shall be defined by (and may be altered by) the Board of Commissioners.

The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Department of Emergency Services must give the Contractor ninety (90) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Contract and the minimum standards promulgated by the North Carolina Office of Emergency Medical Services ("OEMS"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statutes, regulations, rules, or ordinances.

SECTION 3. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Contractor at reasonable times during regular business hours of the County, provided that the County provides the Contractor with forty-eight (48) hours advance notice of any such inspection. The Contractor agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Contractor shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Contract.

SECTION 4. ANNUAL REPORT.

The Contractor shall, at the County's expense, provide the County with an annual compilation of the Contractor's financial statements. In lieu of a compilation, the Contractor may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an

independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Contractor's choosing, acceptable to the County, in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the Sampson County Finance Department ("Finance Department") no later than 5:00 p.m. on the last business day of October each year.

In the event that the Contractor elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Contractor shall provide a written statement to the Finance Department that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the Finance Department on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Contractor's auditor, the Contractor shall bear the cost of such advice.

Should the Contractor fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County on or before the last business day of October, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Finance Director may grant a reasonable submittal extension if the Contractor is unable to deliver the audit or compilation for reasons beyond the control of the Contractor.

SECTION 5. FINANCIAL MISMANAGEMENT.

The Contractor agrees that, if its financial records are judged by the Finance Department to be deficient, or if a compilation or audit by a certified public accountant reveals competent evidence of financial mismanagement or wrongdoing, the County may, in its sole and absolute discretion, directly or through a third party of the County's choice, assume responsibility for management and financial decision-making for the Contractor until such time as the County determines that the Contractor's finances have been brought into compliance with the terms of this Contract and generally accepted accounting principles. The decision whether to assume responsibility for management and financial decision-making for the Contractor shall be made using the County's best judgment, and the County shall incur no liability whatsoever by reason of its decision to assume or not to assume control of the Contractor's finances pursuant to this Section.

In the alternative, the County may elect to immediately suspend all payments to the Contractor and/or terminate this Contract immediately and without notice, notwithstanding the provisions of Sections 7 and 25 of this Contract.

SECTION 6. CONTRACTOR'S USE OF FUNDS.

6.0. The Contractor shall use the funds subject to this Contract in accordance with the annual budget that has been submitted to and approved by the County. This budget may be amended by the Contractor's Board of Directors, provided that the amended budget does not exceed the total appropriations approved by the County. Budget amendments that have the effect

of increasing the total appropriations approved by the County must be submitted to the Department of Emergency Services and Finance Department for approval.

6.1. At least twice per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date roster of its volunteer members, indicating which members serve at the rank of Captain or higher.

6.2. At least once per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date list of the members of its Board of Directors.

6.3. The Contractor agrees to give the County thirty (30) days advance notice in writing of any financial transaction which shall require the Contractor to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

6.4. The Contractor agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 7. NONCOMPLIANCE BY CONTRACTOR.

If the County has a reasonable belief that the Contractor has violated any provision of this Contract, any OEMS or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Contractor with written notice of the alleged noncompliance and initiate a review to verify compliance. If the County determines that the Contractor has failed to render Required Services in compliance with this Contract, OEMS, or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County shall give the Contractor thirty (30) days advance written notice that this Contract is subject to suspension and/or termination and shall additionally provide a list of the improvements needed to bring the Contractor into compliance.

If during the thirty (30) day period, the Contractor makes improvements satisfactory to the County, no suspension and/or termination shall occur. During the thirty (30) day period, the Contractor is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Contract. If after the thirty (30) period, the Contractor has failed to come into compliance, then the County may suspend the monthly payment of funds allocated to the Contractor pursuant to Section 1 of this Contract and/or terminate this Contract.

Notwithstanding the foregoing, the County may immediately terminate this Contract, without notice, in the event that the County determines that the continued provision of rescue and emergency medical services by the Contractor poses a threat to the health and safety of the County's residents or the County learns that the insurance required pursuant to Section 11 of this Contract has lapsed, been cancelled, or is otherwise no longer in effect.

SECTION 8. COMPOSITION OF THE BOARD OF DIRECTORS.

8.1 The Contractor's Board of Directors shall have a minimum of three (3) members and shall meet at least once annually.

8.2 In addition to the requirements in Section 8.1 (which are mandatory), the Contractor agrees that during the initial five (5) year term of this Contract, the Contractor will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Contractor.

8.2.1 If the Contractor's chief serves as a member of the Contractor's Board of Directors, the Chief should serve as an ex officio member, without vote.

8.2.2 No family member of the Contractor's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the chief or member, including a parent, child, or sibling of the chief or member's spouse.

8.2.3 The Board of Directors should have a minimum of two (2) citizen members.

8.2.4 The Contractor is required to notify the County in writing within thirty (30) calendar days of any changes in the Contractor's Board of Directors or chief officers.

SECTION 9. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Contractor's extensive reliance on public funds for its operations, the public has a continuing interest in the Contractor's decision-making processes and decisions regarding the expenditure of those funds. The Contractor agrees to the provisions of this Section, acknowledging that such provisions are required by this Contract, notwithstanding the fact that such provisions are not required by statute.

9.1 To ensure public trust, the Contractor agrees that its Board of Directors meetings will be open to the public.

9.2 To ensure the ability of the public to attend Board of Directors meetings, the Contractor agrees to provide public notice of said meetings by such means as the Contractor deems appropriate. The Contractor and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical and, therefore, not required.

9.3 To ensure the ability of the public to review the Contractor's decision-making processes and spending decisions, the Contractor agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public and the Department of Emergency Services by the time of the Board of Directors' next meeting.

9.4 Notwithstanding the Contractor's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Contractor agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

941 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

942 To discuss the purchase, exchange, or lease of real property;

943 To deal with personnel matters concerning a member (does not include general personnel policy discussion/action);

944 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Contractor or a member;

945 To make decisions on matters other than those that directly or indirectly involve public funds;

946 The County and the Contractor further agree that a "meeting" exists for purposes of this section when a majority of Board of Directors members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board of Directors members at which business is not (and will not be) transacted is not a "meeting" for purposes of this section.

SECTION 10. LIQUIDATION OR DISSOLUTION.

In the event of the liquidation or dissolution of the Contractor, all of the Contractor's assets, equipment, and other property shall be conveyed to the entity that will provide the Required Services in the Contractor's response district after the dissolution of the Contractor; provided, however, that the successor entity shall have the absolute right to decline to accept specific assets, equipment, and/or property, in which case the declined asset, equipment, and/or property shall be disposed of in accordance with the Contractor's charter, articles of incorporation, and/or bylaws. In the event of a discrepancy between the provisions of the Contractor's charter, articles of incorporation, and/or bylaws and the provisions of this Section, the Contractor shall cause its charter, articles of incorporation, and/or bylaws to be amended to comply with the provisions hereof.

SECTION 11. INSURANCE AND INDEMNIFICATION.

11.1 The Contractor shall obtain and keep in force during the term of this Contract and any subsequent renewals of this Contract the following minimum insurance coverage, annually providing the County's Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina and acceptable to the County. Coverage shall be maintained continuously during the term of this Contract.

11.1.1 Workers' Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Contractor shall participate in the North Carolina Volunteer Safety Worker's Compensation Fund. The County shall, subject to the availability of funds, pay the premium for the Contractor's Workers' Compensation Insurance; however, this premium payment shall in no way create any employment relationship between the County and any volunteer member of Contractor or confer upon any volunteer member of Contractor any right to benefits from the County.

11.1.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

11.1.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include vehicles owned by the Contractor, as well as hired and non-owned vehicles (other than those vehicles owned by the County, which shall be insured by the County) and member/employee non-ownership.

11.1.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

11.1.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

11.1.6 Crime Coverages: A policy of insurance that includes crime coverages shall be purchased in the amount of not less than \$100,000.00.

11.1.7 The County shall be named as an additional insured under any policy of insurance required by this Contract. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be cancelled, terminated, or modified by either party except after thirty (30) days prior written notice to the County.

11.1.8 The Contractor's insurance shall be primary with respect to the County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the County, its officers, officials, and employees shall be in excess of and not contribute with the Contractor's insurance.

11.2 The County shall, subject to the availability of funds and continuing appropriation of funds by the Board of Commissioners, obtain and keep in force during the term of this Contract and any subsequent renewals of this Contract the following minimum insurance coverage.

11.2.1 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include only vehicles owned by the County.

11.3 The Contractor shall indemnify, save harmless, and defend the County from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Contractor, its members, agents, or any other person or entity acting on behalf of the Contractor. This obligation shall survive the termination or expiration of this Contract.

SECTION 12. STANDARDS OF PERFORMANCE.

The Contractor shall furnish the Required Services in a professional, efficient, and workmanlike manner, in particular so as to meet the requirements of and comply with the provisions of this Contract, the rules and regulations of OEMS and the EMS Advisory Council, Chapter 131E of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards.

The Contractor agrees to comply with rescue and emergency medical services Performance Standards, including, but not limited to, minimum membership requirements, rates of response, response time, event outcomes, customer satisfaction, minimum documentation standards, and compliance with the Contractor's standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Contract are attached hereto as Exhibit "B" and incorporated herein by reference. The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, the Department of Emergency Services must give the Contractor ninety (90) days advance notice prior to the implementation of any change or addition to the Performance Standards.

Noncompliance with any contractual provision (including, but not limited to the Performance Standards), statute, regulation, rule, or standard shall constitute a material breach of this Contract subject to suspension of funding and/or termination pursuant to Section 7 of this Contract.

SECTION 13. RELATIONSHIP OF THE PARTIES.

The Contractor is an independent contractor of the County, and its directors, officers, members, and agents shall not be considered employees of the County. The relationship between the Parties shall be limited to the performance of this Contract in accordance with its terms. The County shall not be responsible for any act or omission of the Contractor or its directors, officers, members, employees, or agents. Neither the Contractor, nor any director, officer, member, employee, or agent of the Contractor shall be deemed an officer, employees, or agent of the County or have the authority to contract or incur any liability on behalf of the County. No liability for benefits, such as workers' compensation, pension rights, or other provisions shall arise out of or accrue to any Party, its directors, officers, members, employees, or agents as a result of this Contract or the performance thereof.

SECTION 14. TREATMENT DECISIONS.

The County shall not be liable for, or exercise control over, the manner or method by which the Contractor and its directors, officers, members, employees, and agents provide services under this

Contract, including, but not limited to, any treatment decisions made by the Contractor or any of the foregoing. Notwithstanding any provision of this Contract, the County shall have no obligation to supervise the Contractor's provision of the Required Services or compliance with the Performance Standards and shall not be liable for the Contractor's failure to provide the Required Services or comply with the Performance Standards.

SECTION 15. NO THIRD-PARTY BENEFICIARIES.

This Contract is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and this Contract shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

SECTION 16. NON-ASSIGNMENT.

This Contract may not be transferred, assigned, or subcontracted by the Contractor without the written consent of the County, which may be withheld in the County's sole and absolute discretion.

SECTION 17. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Contract at any time, or to request performance by the Contractor pursuant to any of the provisions of this Contract at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Contract, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 18. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Contract shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Richard Sauer
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

With a copy to: David Clack
Sampson County Finance Director
406 County Complex Rd., Bldg. C
Clinton, NC 28328

If to the Contractor:
by U.S.P.S. Chair, Board of Directors
P.O. Box 82
Newton Grove, NC 28366

If to the Contractor:
by Overnight Courier

Chair, Board of Directors
301 W. Weesdale St.
Newton Grove, NC 28366

With a copy to:

Chief
P.O. Box 82
Newton Grove, NC 28366

SECTION 19. AMENDMENTS.

Any amendment to this Contract shall be made in writing and signed by both Parties in order to be effective except where this Contract expressly authorizes the Department of Emergency Services and Board of Commissioners to unilaterally modify the Required Services and Performance Standards.

SECTION 20. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Contractor and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, except that this paragraph shall not be construed to invalidate any existing and applicable Mutual Aid Agreements.

SECTION 21. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Contract.

SECTION 22. SEVERABILITY.

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

SECTION 23. COUNTERPARTS.

This Contract may be executed in several counterparts, each of which shall be deemed an original.

SECTION 24. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Contractor agree that nothing herein shall be construed to in any way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

SECTION 25. TERM OF AGREEMENT.

This Contract shall have a term of five (5) years, commencing on July 1, 2022 and ending on June 30, 2027, unless sooner terminated as provided herein.

SECTION 26. TERMINATION.

In addition to the for-cause termination provisions of Sections 5 and 7 above, this Contract may be terminated by either Party for convenience upon advance written notice to the other Party, served upon the other party by personal delivery, overnight courier, or registered or certified mail, return receipt requested, as provided in Section 18 of this Contract, at least ninety (90) days prior to the effective date of termination.

However, failure of the Board of Commissioners to appropriate funding for the emergency services that are the subject hereof shall result in the automatic termination of this Contract without penalty or liability of any kind to the County.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Contractor has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its articles of incorporation and bylaws.

This the ____ day of June, 2022.

SAMPSON COUNTY

By: _____
Edwin W. Causey,
County Manager

ATTESTED:

By: _____
Susan J. Holder, Clerk

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2022.

CONTRACTOR

By: _____
Print Name: _____
Chair, Board of Directors

ATTESTED:

By: _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Contractor and are material provisions of this Contract:

1. The Contractor shall respond to dispatches of Alphas, Bravo, Charlie, Delta, and Echo calls using the Emergency Medical Dispatch Protocols maintained by Sampson County 911 Communications.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimum performance standards are agreed to by the County and the Contractor and are material provisions of this Contract:

1. The Contractor shall maintain at least eight (8) active members at all times. For purposes of this Performance Standard, an “active” member shall be a member who is in compliance with the Sampson County Emergency Services Reintegration Policy. All active members shall be maintain a valid, current OEMS certificate as an emergency medical responder, emergency medical technician, advanced emergency medical technician, or paramedic and shall possess the relevant qualifications required for their position by the North Carolina Association of Rescue and Emergency Medical Services. Four (4) of the eight (8) active members must maintain an OEMS certificate at or above the level at which the Contractor is certified with OEMS.

2. The Contractor shall adopt and abide by personnel rules for volunteer members that are in compliance with the Fair Labor Standards Act (where applicable) and any other applicable federal or state law.

3. The Contractor shall not discriminate against any director, officer, member, or applicant for membership because of race, religion, color, sex, age, disability, or national origin. However, members must be competent and capable to perform the bona fide requirements of their respective position.

4. The Contractor shall have adopted guidelines that address appropriate initial training of members and continuing education that meets or exceeds all OEMS and Sampson County EMS requirements, including, but not limited to, requirements of the Sampson County Medical Director. A current, valid copy of the Contractor’s training guidelines shall be kept on file with the Department of Emergency Services.

5. The Contractor will conduct a driver’s license record review at least annually on each member. Upon request, the Contractor shall furnish a copy of completed background checks to the Department of Emergency Services.

6. No person with felony or serious misdemeanor conviction(s) shall be allowed to participate as a member or otherwise render services for the Contractor. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior, sexual misconduct, or dishonesty.

7. All members of the Contractor shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Contractor.

8. The Contractor, including any permitted subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

9. The Contractor shall respond to a minimum of forty percent (40%) of calls to which it is dispatched during the hours of 6:00 p.m. to 6:00 a.m.

10. The Contractor shall follow the most current version of the Sampson County Emergency Operations Plan.

11. The Contractor shall adopt a set of standard operating procedures. A current, valid copy of the Contractor's standard operating procedures shall be kept on file with the Department of Emergency Services.

12. The Contractor agrees to rely only on the countywide system for emergency alerting and response purposes for calls within Sampson County.

13. The Contractor shall notify the Department of Emergency Services within ten (10) days of any adverse finding, suspension, or termination by any local, state, or federal agency against the Contractor or any of its directors, officers, members, employees, or agents, pertaining to employment practices, occupational safety, credentialing or certification, or any other matter within the jurisdiction of a local, state, or federal agency.

14. The Contractor and its directors, officers, members, and agents shall abide by the standards adopted by the North Carolina Association of Rescue and Emergency Medical Services and OEMS, as they may be amended from time to time.

15. Emergency medical services shall be subject to the oversight and direction of Sampson County's Medical Director and Sampson County's adopted emergency medical protocols, and the Contractor shall comply with all directives and requirements imposed by the Medical Director and the County's emergency medical protocols.

16. The Contractor shall document patient care utilizing an incident reporting system approved by the Department of Emergency Services.

17. The Contractor shall maintain patient information and medical records in accordance with applicable federal and state laws, including federal and state laws related to privacy and confidentiality of patient information and medical records, and shall use and disclose such information and/or records in accordance with applicable law.

18. The Contractor shall maintain, at its expense, such equipment and supplies as shall be reasonably necessary to provide the Required Services. The County may elect to provide (but is under no obligation to provide) the Contractor with equipment, such as ambulances, and supplies at no charge. The Contractor shall maintain, at its expense, any equipment furnished by the County unless the Director of the Department of Emergency Services determines, in his or her discretion, that the County should bear the cost of a given maintenance item or repair.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**RESCUE AND EMERGENCY MEDICAL
SERVICES CONTRACT**

THIS RESCUE AND EMERGENCY MEDICAL SERVICES CONTRACT (“Contract”) is made and entered into effective the 1st day of July, 2022 (the “Effective Date”) by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **ROSEBORO RESCUE & EMS, INC.**, a North Carolina non-profit corporation (the “Contractor”). The County and the Contractor may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-149(c)(5) authorizes counties to levy property taxes up to a combined rate of one dollar and fifty cents (\$1.50) on the one hundred dollars (\$100.00) appraised value of property for certain purposes, including, but not limited to, the provision of ambulance services, rescue squads, and other emergency medical services; and

WHEREAS, N.C. Gen. Stat. § 160A-487 authorizes counties to appropriate funds to rescue squads or teams to enable them to purchase and maintain rescue equipment and to finance the operation of rescue squads either within or outside the boundaries of the county; and

WHEREAS, N.C. Gen. Stat. § 153A-250 authorizes counties to contract for ambulance services in all or a portion of the county; and

WHEREAS, the Contractor is a North Carolina nonprofit corporation organized and authorized to furnish rescue and emergency medical services and other such other services as may be authorized by the Contractor’s bylaws; and

WHEREAS, the Contractor has secured, through purchase or otherwise, equipment, land, and buildings for the operation of one or more rescue and emergency medical services stations; and

WHEREAS, the County and the Contractor desire to enter into this Contract for the provision of rescue and emergency medical services by the Contractor.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. ANNUAL APPROPRIATIONS.

The County will fund the Contractor with general property taxes levied pursuant to N.C. Gen. Stat. § 153A-149 in such amounts as may be appropriated by the Board of Commissioners, in its absolute and sole discretion. The amount appropriated by the Board of Commissioners each fiscal

year shall be paid to the Contractor in twelve (12) equal monthly installments. These funds shall be used solely for rescue and emergency medical services in the Contractor's response district and such other areas of response to which the Contractor may be dispatched.

On or before January 31st of each year, the Contractor shall submit a proposed budget for the fiscal year beginning July 1st of that year to the Sampson County Department of Emergency Services ("Department of Emergency Services") for approval. The proposed budget shall be submitted in such form as shall be prescribed by the Department of Emergency Services.

SECTION 2. SERVICES FURNISHED BY CONTRACTOR.

The Contractor shall provide those rescue and emergency medical services as shall be required by the Department of Emergency Services with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Contract is attached hereto as Exhibit "A" and incorporated herein by reference. The Contractor shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Contractor's response district and such other areas of response to which the Contractor may be dispatched. The Contractor's response district shall be defined by (and may be altered by) the Board of Commissioners.

The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Department of Emergency Services must give the Contractor ninety (90) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Contract and the minimum standards promulgated by the North Carolina Office of Emergency Medical Services ("OEMS"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statutes, regulations, rules, or ordinances.

SECTION 3. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Contractor at reasonable times during regular business hours of the County, provided that the County provides the Contractor with forty-eight (48) hours advance notice of any such inspection. The Contractor agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Contractor shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Contract.

SECTION 4. ANNUAL REPORT.

The Contractor shall, at the County's expense, provide the County with an annual compilation of the Contractor's financial statements. In lieu of a compilation, the Contractor may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an

independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Contractor's choosing, acceptable to the County, in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the Sampson County Finance Department ("Finance Department") no later than 5:00 p.m. on the last business day of October each year.

In the event that the Contractor elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Contractor shall provide a written statement to the Finance Department that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the Finance Department on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Contractor's auditor, the Contractor shall bear the cost of such advice.

Should the Contractor fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County on or before the last business day of October, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Finance Director may grant a reasonable submittal extension if the Contractor is unable to deliver the audit or compilation for reasons beyond the control of the Contractor.

SECTION 5. FINANCIAL MISMANAGEMENT.

The Contractor agrees that, if its financial records are judged by the Finance Department to be deficient, or if a compilation or audit by a certified public accountant reveals competent evidence of financial mismanagement or wrongdoing, the County may, in its sole and absolute discretion, directly or through a third party of the County's choice, assume responsibility for management and financial decision-making for the Contractor until such time as the County determines that the Contractor's finances have been brought into compliance with the terms of this Contract and generally accepted accounting principles. The decision whether to assume responsibility for management and financial decision-making for the Contractor shall be made using the County's best judgment, and the County shall incur no liability whatsoever by reason of its decision to assume or not to assume control of the Contractor's finances pursuant to this Section.

In the alternative, the County may elect to immediately suspend all payments to the Contractor and/or terminate this Contract immediately and without notice, notwithstanding the provisions of Sections 7 and 25 of this Contract.

SECTION 6. CONTRACTOR'S USE OF FUNDS.

6.0. The Contractor shall use the funds subject to this Contract in accordance with the annual budget that has been submitted to and approved by the County. This budget may be amended by the Contractor's Board of Directors, provided that the amended budget does not exceed the total appropriations approved by the County. Budget amendments that have the effect

of increasing the total appropriations approved by the County must be submitted to the Department of Emergency Services and Finance Department for approval.

6.1. At least twice per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date roster of its volunteer members, indicating which members serve at the rank of Captain or higher.

6.2 At least once per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date list of the members of its Board of Directors.

6.3 The Contractor agrees to give the County thirty (30) days advance notice in writing of any financial transaction which shall require the Contractor to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

6.4 The Contractor agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 7. NONCOMPLIANCE BY CONTRACTOR.

If the County has a reasonable belief that the Contractor has violated any provision of this Contract, any OEMS or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Contractor with written notice of the alleged noncompliance and initiate a review to verify compliance. If the County determines that the Contractor has failed to render Required Services in compliance with this Contract, OEMS, or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County shall give the Contractor thirty (30) days advance written notice that this Contract is subject to suspension and/or termination and shall additionally provide a list of the improvements needed to bring the Contractor into compliance.

If during the thirty (30) day period, the Contractor makes improvements satisfactory to the County, no suspension and/or termination shall occur. During the thirty (30) day period, the Contractor is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Contract. If after the thirty (30) period, the Contractor has failed to come into compliance, then the County may suspend the monthly payment of funds allocated to the Contractor pursuant to Section 1 of this Contract and/or terminate this Contract.

Notwithstanding the foregoing, the County may immediately terminate this Contract, without notice, in the event that the County determines that the continued provision of rescue and emergency medical services by the Contractor poses a threat to the health and safety of the County's residents or the County learns that the insurance required pursuant to Section 11 of this Contract has lapsed, been cancelled, or is otherwise no longer in effect.

SECTION 8. COMPOSITION OF THE BOARD OF DIRECTORS.

8.1 The Contractor's Board of Directors shall have a minimum of three (3) members and shall meet at least once annually.

8.2 In addition to the requirements in Section 8.1 (which are mandatory), the Contractor agrees that during the initial five (5) year term of this Contract, the Contractor will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Contractor.

8.2.1 If the Contractor's chief serves as a member of the Contractor's Board of Directors, the Chief should serve as an ex officio member, without vote.

8.2.2 No family member of the Contractor's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the chief or member, including a parent, child, or sibling of the chief or member's spouse.

8.2.3 The Board of Directors should have a minimum of two (2) citizen members.

8.2.4 The Contractor is required to notify the County in writing within thirty (30) calendar days of any changes in the Contractor's Board of Directors or chief officers.

SECTION 9. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Contractor's extensive reliance on public funds for its operations, the public has a continuing interest in the Contractor's decision-making processes and decisions regarding the expenditure of those funds. The Contractor agrees to the provisions of this Section, acknowledging that such provisions are required by this Contract, notwithstanding the fact that such provisions are not required by statute.

9.1 To ensure public trust, the Contractor agrees that its Board of Directors meetings will be open to the public.

9.2 To ensure the ability of the public to attend Board of Directors meetings, the Contractor agrees to provide public notice of said meetings by such means as the Contractor deems appropriate. The Contractor and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical and, therefore, not required.

9.3 To ensure the ability of the public to review the Contractor's decision-making processes and spending decisions, the Contractor agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public and the Department of Emergency Services by the time of the Board of Directors' next meeting.

9.4 Notwithstanding the Contractor's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Contractor agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

9.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

9.4.2 To discuss the purchase, exchange, or lease of real property;

9.4.3 To deal with personnel matters concerning a member (does not include general personnel policy discussion/action);

9.4.4 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Contractor or a member;

9.4.5 To make decisions on matters other than those that directly or indirectly involve public funds;

9.4.6 The County and the Contractor further agree that a "meeting" exists for purposes of this section when a majority of Board of Directors members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board of Directors members at which business is not (and will not be) transacted is not a "meeting" for purposes of this section.

SECTION 10. LIQUIDATION OR DISSOLUTION.

In the event of the liquidation or dissolution of the Contractor, all of the Contractor's assets, equipment, and other property shall be conveyed to the entity that will provide the Required Services in the Contractor's response district after the dissolution of the Contractor; provided, however, that the successor entity shall have the absolute right to decline to accept specific assets, equipment, and/or property, in which case the declined asset, equipment, and/or property shall be disposed of in accordance with the Contractor's charter, articles of incorporation, and/or bylaws. In the event of a discrepancy between the provisions of the Contractor's charter, articles of incorporation, and/or bylaws and the provisions of this Section, the Contractor shall cause its charter, articles of incorporation, and/or bylaws to be amended to comply with the provisions hereof.

SECTION 11. INSURANCE AND INDEMNIFICATION.

11.1 The Contractor shall obtain and keep in force during the term of this Contract and any subsequent renewals of this Contract the following minimum insurance coverage, annually providing the County's Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina and acceptable to the County. Coverage shall be maintained continuously during the term of this Contract.

11.1.1 Workers' Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Contractor shall participate in the North Carolina Volunteer Safety Worker's Compensation Fund. The County shall, subject to the availability of funds, pay the premium for the Contractor's Workers' Compensation Insurance; however, this premium payment shall in no way create any employment relationship between the County and any volunteer member of Contractor or confer upon any volunteer member of Contractor any right to benefits from the County.

11.1.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

11.1.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include vehicles owned by the Contractor, as well as hired and non-owned vehicles (other than those vehicles owned by the County, which shall be insured by the County) and member/employee non-ownership.

11.1.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

11.1.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

11.1.6 Crime Coverages: A policy of insurance that includes crime coverages shall be purchased in the amount of not less than \$100,000.00.

11.1.7 The County shall be named as an additional insured under any policy of insurance required by this Contract. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be cancelled, terminated, or modified by either party except after thirty (30) days prior written notice to the County.

11.1.8 The Contractor's insurance shall be primary with respect to the County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the County, its officers, officials, and employees shall be in excess of and not contribute with the Contractor's insurance.

11.2 The County shall, subject to the availability of funds and continuing appropriation of funds by the Board of Commissioners, obtain and keep in force during the term of this Contract and any subsequent renewals of this Contract the following minimum insurance coverage.

11.2.1 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include only vehicles owned by the County.

11.3 The Contractor shall indemnify, save harmless, and defend the County from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Contractor, its members, agents, or any other person or entity acting on behalf of the Contractor. This obligation shall survive the termination or expiration of this Contract.

SECTION 12. STANDARDS OF PERFORMANCE.

The Contractor shall furnish the Required Services in a professional, efficient, and workmanlike manner, in particular so as to meet the requirements of and comply with the provisions of this Contract, the rules and regulations of OEMS and the EMS Advisory Council, Chapter 131E of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards.

The Contractor agrees to comply with rescue and emergency medical services Performance Standards, including, but not limited to, minimum membership requirements, rates of response, response time, event outcomes, customer satisfaction, minimum documentation standards, and compliance with the Contractor's standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Contract are attached hereto as Exhibit "B" and incorporated herein by reference. The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, the Department of Emergency Services must give the Contractor ninety (90) days advance notice prior to the implementation of any change or addition to the Performance Standards.

Noncompliance with any contractual provision (including, but not limited to the Performance Standards), statute, regulation, rule, or standard shall constitute a material breach of this Contract subject to suspension of funding and/or termination pursuant to Section 7 of this Contract.

SECTION 13. RELATIONSHIP OF THE PARTIES.

The Contractor is an independent contractor of the County, and its directors, officers, members, and agents shall not be considered employees of the County. The relationship between the Parties shall be limited to the performance of this Contract in accordance with its terms. The County shall not be responsible for any act or omission of the Contractor or its directors, officers, members, employees, or agents. Neither the Contractor, nor any director, officer, member, employee, or agent of the Contractor shall be deemed an officer, employees, or agent of the County or have the authority to contract or incur any liability on behalf of the County. No liability for benefits, such as workers' compensation, pension rights, or other provisions shall arise out of or accrue to any Party, its directors, officers, members, employees, or agents as a result of this Contract or the performance thereof.

SECTION 14. TREATMENT DECISIONS.

The County shall not be liable for, or exercise control over, the manner or method by which the Contractor and its directors, officers, members, employees, and agents provide services under this

Contract, including, but not limited to, any treatment decisions made by the Contractor or any of the foregoing. Notwithstanding any provision of this Contract, the County shall have no obligation to supervise the Contractor's provision of the Required Services or compliance with the Performance Standards and shall not be liable for the Contractor's failure to provide the Required Services or comply with the Performance Standards.

SECTION 15. NO THIRD-PARTY BENEFICIARIES.

This Contract is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and this Contract shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

SECTION 16. NON-ASSIGNMENT.

This Contract may not be transferred, assigned, or subcontracted by the Contractor without the written consent of the County, which may be withheld in the County's sole and absolute discretion.

SECTION 17. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Contract at any time, or to request performance by the Contractor pursuant to any of the provisions of this Contract at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Contract, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 18. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Contract shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Richard Sauer
 Sampson County Department of Emergency Services
 107 Underwood Street
 Clinton, NC 28328

With a copy to: David Clack
 Sampson County Finance Director
 406 County Complex Rd., Bldg. C
 Clinton, NC 28328

If to the Contractor:
by U.S.P.S. Chair, Board of Directors
 P.O. Box 891
 Roseboro, NC 28382

If to the Contractor:
by Overnight Courier

Chair, Board of Directors
400 Howard Street
Roseboro, NC 28382

With a copy to:

Chief
P.O. Box 891
Roseboro, NC 28382

SECTION 19. AMENDMENTS.

Any amendment to this Contract shall be made in writing and signed by both Parties in order to be effective except where this Contract expressly authorizes the Department of Emergency Services and Board of Commissioners to unilaterally modify the Required Services and Performance Standards.

SECTION 20. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Contractor and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, except that this paragraph shall not be construed to invalidate any existing and applicable Mutual Aid Agreements.

SECTION 21. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Contract.

SECTION 22. SEVERABILITY.

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

SECTION 23. COUNTERPARTS.

This Contract may be executed in several counterparts, each of which shall be deemed an original.

SECTION 24. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Contractor agree that nothing herein shall be construed to in any way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

SECTION 25. TERM OF AGREEMENT.

This Contract shall have a term of five (5) years, commencing on July 1, 2022 and ending on June 30, 2027, unless sooner terminated as provided herein.

SECTION 26. TERMINATION.

In addition to the for-cause termination provisions of Sections 5 and 7 above, this Contract may be terminated by either Party for convenience upon advance written notice to the other Party, served upon the other party by personal delivery, overnight courier, or registered or certified mail, return receipt requested, as provided in Section 18 of this Contract, at least ninety (90) days prior to the effective date of termination.

However, failure of the Board of Commissioners to appropriate funding for the rescue and emergency services that are the subject hereof shall result in the automatic termination of this Contract without penalty or liability of any kind to the County.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Contractor has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its articles of incorporation and bylaws.

This the ____ day of June, 2022.

SAMPSON COUNTY

By: _____
Edwin W. Causey,
County Manager

ATTESTED:

By: _____
Susan J. Holder, Clerk

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2022.

CONTRACTOR

By: _____
Print Name: _____
Chair, Board of Directors

ATTESTED:

By: _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Contractor and are material provisions of this Contract:

1. The Contractor shall provide within its response district and any other areas of dispatch light rescue services following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time. The Contractor may choose to also provide the following additional rescue services provided that approval is given by the Department of Emergency Services: medium rescue, heavy rescue, agricultural rescue, confined space rescue, trench rescue, surface water rescue, or swift water rescue, following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time.

2. The Contractor shall respond to dispatches of Alphas, Bravo, Charlie, Delta, and Echo calls using the Emergency Medical Dispatch Protocols maintained by Sampson County 911 Communications.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimum performance standards are agreed to by the County and the Contractor and are material provisions of this Contract:

1. The Contractor shall maintain at least eight (8) active members at all times. For purposes of this Performance Standard, an “active” member shall be a member who is in compliance with the Sampson County Emergency Services Reintegration Policy. All active members shall be maintain a valid, current OEMS certificate as an emergency medical responder, emergency medical technician, advanced emergency medical technician, or paramedic and shall possess the relevant qualifications required for their position by the North Carolina Association of Rescue and Emergency Medical Services. Four (4) of the eight (8) active members must maintain an OEMS certificate at or above the level at which the Contractor is certified with OEMS.

2. The Contractor shall adopt and abide by personnel rules for volunteer members that are in compliance with the Fair Labor Standards Act (where applicable) and any other applicable federal or state law.

3. The Contractor shall not discriminate against any director, officer, member, or applicant for membership because of race, religion, color, sex, age, disability, or national origin. However, members must be competent and capable to perform the bona fide requirements of their respective position.

4. The Contractor shall have adopted guidelines that address appropriate initial training of members and continuing education that meets or exceeds all OEMS and Sampson County EMS requirements, including, but not limited to, requirements of the Sampson County Medical Director. A current, valid copy of the Contractor’s training guidelines shall be kept on file with the Department of Emergency Services.

5. The Contractor will conduct a driver’s license record review at least annually on each member. Upon request, the Contractor shall furnish a copy of completed background checks to the Department of Emergency Services.

6. No person with felony or serious misdemeanor conviction(s) shall be allowed to participate as a member or otherwise render services for the Contractor. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior, sexual misconduct, or dishonesty.

7. All members of the Contractor shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Contractor.

8. The Contractor, including any permitted subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

9. The Contractor shall respond to a minimum of forty percent (40%) of calls to which it is dispatched during the hours of 6:00 p.m. to 6:00 a.m.

10. The Contractor shall follow the most current version of the Sampson County Emergency Operations Plan.

11. The Contractor shall adopt a set of standard operating procedures. A current, valid copy of the Contractor's standard operating procedures shall be kept on file with the Department of Emergency Services.

12. The Contractor agrees to rely only on the countywide system for emergency alerting and response purposes for calls within Sampson County.

13. The Contractor shall notify the Department of Emergency Services within ten (10) days of any adverse finding, suspension, or termination by any local, state, or federal agency against the Contractor or any of its directors, officers, members, employees, or agents, pertaining to employment practices, occupational safety, credentialing or certification, or any other matter within the jurisdiction of a local, state, or federal agency.

14. The Contractor and its directors, officers, members, and agents shall abide by the standards adopted by the North Carolina Association of Rescue and Emergency Medical Services and OEMS, as they may be amended from time to time.

15. Emergency medical services shall be subject to the oversight and direction of Sampson County's Medical Director and Sampson County's adopted emergency medical protocols, and the Contractor shall comply with all directives and requirements imposed by the Medical Director and the County's emergency medical protocols.

16. The Contractor shall document patient care utilizing an incident reporting system approved by the Department of Emergency Services.

17. The Contractor shall maintain patient information and medical records in accordance with applicable federal and state laws, including federal and state laws related to privacy and confidentiality of patient information and medical records, and shall use and disclose such information and/or records in accordance with applicable law.

18. The Contractor shall maintain, at its expense, such equipment and supplies as shall be reasonably necessary to provide the Required Services. The County may elect to provide (but is under no obligation to provide) the Contractor with equipment, such as ambulances, and supplies at no charge. The Contractor shall maintain, at its expense, any equipment furnished by the County unless the Director of the Department of Emergency Services determines, in his or her discretion, that the County should bear the cost of a given maintenance item or repair.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**EMERGENCY MEDICAL SERVICES
CONTRACT**

THIS EMERGENCY MEDICAL SERVICES CONTRACT (“Contract”) is made and entered into effective the 1st day of July, 2022 (the “Effective Date”) by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **SUTTONTOWN EMS, INC.**, a North Carolina non-profit corporation (the “Contractor”). The County and the Contractor may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-149(c)(5) authorizes counties to levy property taxes up to a combined rate of one dollar and fifty cents (\$1.50) on the one hundred dollars (\$100.00) appraised value of property for certain purposes, including, but not limited to, the provision of ambulance services, rescue squads, and other emergency medical services; and

WHEREAS, N.C. Gen. Stat. § 160A-487 authorizes counties to appropriate funds to rescue squads or teams to enable them to purchase and maintain rescue equipment and to finance the operation of rescue squads either within or outside the boundaries of the county; and

WHEREAS, N.C. Gen. Stat. § 153A-250 authorizes counties to contract for ambulance services in all or a portion of the county; and

WHEREAS, the Contractor is a North Carolina nonprofit corporation organized and authorized to furnish emergency medical services and other such other services as may be authorized by the Contractor’s bylaws; and

WHEREAS, the Contractor has secured, through purchase or otherwise, equipment, land, and buildings for the operation of one or more emergency medical services stations; and

WHEREAS, the County and the Contractor desire to enter into this Contract for the provision of emergency medical services by the Contractor.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. ANNUAL APPROPRIATIONS.

The County will fund the Contractor with general property taxes levied pursuant to N.C. Gen. Stat. § 153A-149 in such amounts as may be appropriated by the Board of Commissioners, in its absolute and sole discretion. The amount appropriated by the Board of Commissioners each fiscal year shall be paid to the Contractor in twelve (12) equal monthly installments. These funds shall

be used solely for emergency medical services in the Contractor's response district and such other areas of response to which the Contractor may be dispatched.

On or before January 31st of each year, the Contractor shall submit a proposed budget for the fiscal year beginning July 1st of that year to the Sampson County Department of Emergency Services ("Department of Emergency Services") for approval. The proposed budget shall be submitted in such form as shall be prescribed by the Department of Emergency Services.

SECTION 2. SERVICES FURNISHED BY CONTRACTOR.

The Contractor shall provide those emergency medical services as shall be required by the Department of Emergency Services with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Contract is attached hereto as Exhibit "A" and incorporated herein by reference. The Contractor shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Contractor's response district and such other areas of response to which the Contractor may be dispatched. The Contractor's response district shall be defined by (and may be altered by) the Board of Commissioners.

The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Department of Emergency Services must give the Contractor ninety (90) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Contract and the minimum standards promulgated by the North Carolina Office of Emergency Medical Services ("OEMS"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statutes, regulations, rules, or ordinances.

SECTION 3. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Contractor at reasonable times during regular business hours of the County, provided that the County provides the Contractor with forty-eight (48) hours advance notice of any such inspection. The Contractor agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Contractor shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Contract.

SECTION 4. ANNUAL REPORT.

The Contractor shall, at the County's expense, provide the County with an annual compilation of the Contractor's financial statements. In lieu of a compilation, the Contractor may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in accordance with generally

accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Contractor's choosing, acceptable to the County, in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the Sampson County Finance Department ("Finance Department") no later than 5:00 p.m. on the last business day of October each year.

In the event that the Contractor elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Contractor shall provide a written statement to the Finance Department that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the Finance Department on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Contractor's auditor, the Contractor shall bear the cost of such advice.

Should the Contractor fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County on or before the last business day of October, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Finance Director may grant a reasonable submittal extension if the Contractor is unable to deliver the audit or compilation for reasons beyond the control of the Contractor.

SECTION 5. FINANCIAL MISMANAGEMENT.

The Contractor agrees that, if its financial records are judged by the Finance Department to be deficient, or if a compilation or audit by a certified public accountant reveals competent evidence of financial mismanagement or wrongdoing, the County may, in its sole and absolute discretion, directly or through a third party of the County's choice, assume responsibility for management and financial decision-making for the Contractor until such time as the County determines that the Contractor's finances have been brought into compliance with the terms of this Contract and generally accepted accounting principles. The decision whether to assume responsibility for management and financial decision-making for the Contractor shall be made using the County's best judgment, and the County shall incur no liability whatsoever by reason of its decision to assume or not to assume control of the Contractor's finances pursuant to this Section.

In the alternative, the County may elect to immediately suspend all payments to the Contractor and/or terminate this Contract immediately and without notice, notwithstanding the provisions of Sections 7 and 25 of this Contract.

SECTION 6. CONTRACTOR'S USE OF FUNDS.

6.0. The Contractor shall use the funds subject to this Contract in accordance with the annual budget that has been submitted to and approved by the County. This budget may be amended by the Contractor's Board of Directors, provided that the amended budget does not exceed the total appropriations approved by the County. Budget amendments that have the effect

of increasing the total appropriations approved by the County must be submitted to the Department of Emergency Services and Finance Department for approval.

6.1. At least twice per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date roster of its volunteer members, indicating which members serve at the rank of Captain or higher.

6.2 At least once per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date list of the members of its Board of Directors.

6.3 The Contractor agrees to give the County thirty (30) days advance notice in writing of any financial transaction which shall require the Contractor to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds. "Security interest" shall be defined as any agreement or act that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a deed of trust, mortgage, charge, pledge, or lien.

6.4 The Contractor agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 7. NONCOMPLIANCE BY CONTRACTOR.

If the County has a reasonable belief that the Contractor has violated any provision of this Contract, any OEMS or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Contractor with written notice of the alleged noncompliance and initiate a review to verify compliance. If the County determines that the Contractor has failed to render Required Services in compliance with this Contract, OEMS, or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County shall give the Contractor thirty (30) days advance written notice that this Contract is subject to suspension and/or termination and shall additionally provide a list of the improvements needed to bring the Contractor into compliance.

If during the thirty (30) day period, the Contractor makes improvements satisfactory to the County, no suspension and/or termination shall occur. During the thirty (30) day period, the Contractor is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Contract. If after the thirty (30) period, the Contractor has failed to come into compliance, then the County may suspend the monthly payment of funds allocated to the Contractor pursuant to Section 1 of this Contract and/or terminate this Contract.

Notwithstanding the foregoing, the County may immediately terminate this Contract, without notice, in the event that the County determines that the continued provision of rescue and emergency medical services by the Contractor poses a threat to the health and safety of the County's residents or the County learns that the insurance required pursuant to Section 11 of this Contract has lapsed, been cancelled, or is otherwise no longer in effect.

SECTION 8. COMPOSITION OF THE BOARD OF DIRECTORS.

8.1 The Contractor's Board of Directors shall have a minimum of three (3) members and shall meet at least once annually.

8.2 In addition to the requirements in Section 8.1 (which are mandatory), the Contractor agrees that during the initial five (5) year term of this Contract, the Contractor will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Contractor.

8.2.1 If the Contractor's chief serves as a member of the Contractor's Board of Directors, the Chief should serve as an ex officio member, without vote.

8.2.2 No family member of the Contractor's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the chief or member, including a parent, child, or sibling of the chief or member's spouse.

8.2.3 The Board of Directors should have a minimum of two (2) citizen members.

8.2.4 The Contractor is required to notify the County in writing within thirty (30) calendar days of any changes in the Contractor's Board of Directors or chief officers.

SECTION 9. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Contractor's extensive reliance on public funds for its operations, the public has a continuing interest in the Contractor's decision-making processes and decisions regarding the expenditure of those funds. The Contractor agrees to the provisions of this Section, acknowledging that such provisions are required by this Contract, notwithstanding the fact that such provisions are not required by statute.

9.1 To ensure public trust, the Contractor agrees that its Board of Directors meetings will be open to the public.

9.2 To ensure the ability of the public to attend Board of Directors meetings, the Contractor agrees to provide public notice of said meetings by such means as the Contractor deems appropriate. The Contractor and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical and, therefore, not required.

9.3 To ensure the ability of the public to review the Contractor's decision-making processes and spending decisions, the Contractor agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public and the Department of Emergency Services by the time of the Board of Directors' next meeting.

9.4 Notwithstanding the Contractor's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Contractor agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

9.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

9.4.2 To discuss the purchase, exchange, or lease of real property;

9.4.3 To deal with personnel matters concerning a member (does not include general personnel policy discussion/action);

9.4.4 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Contractor or a member;

9.4.5 To make decisions on matters other than those that directly or indirectly involve public funds;

9.4.6 The County and the Contractor further agree that a "meeting" exists for purposes of this section when a majority of Board of Directors members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board of Directors members at which business is not (and will not be) transacted is not a "meeting" for purposes of this section.

SECTION 10. LIQUIDATION OR DISSOLUTION.

In the event of the liquidation or dissolution of the Contractor, all of the Contractor's assets, equipment, and other property shall be conveyed to the entity that will provide the Required Services in the Contractor's response district after the dissolution of the Contractor; provided, however, that the successor entity shall have the absolute right to decline to accept specific assets, equipment, and/or property, in which case the declined asset, equipment, and/or property shall be disposed of in accordance with the Contractor's charter, articles of incorporation, and/or bylaws. In the event of a discrepancy between the provisions of the Contractor's charter, articles of incorporation, and/or bylaws and the provisions of this Section, the Contractor shall cause its charter, articles of incorporation, and/or bylaws to be amended to comply with the provisions hereof.

SECTION 11. INSURANCE AND INDEMNIFICATION.

11.1 The Contractor shall obtain and keep in force during the term of this Contract and any subsequent renewals of this Contract the following minimum insurance coverage, annually providing the County's Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina and acceptable to the County. Coverage shall be maintained continuously during the term of this Contract.

11.1.1 Workers' Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Contractor shall participate in the North Carolina Volunteer Safety Worker's Compensation Fund. The County shall, subject to the availability of funds, pay the premium for the Contractor's Workers' Compensation Insurance; however, this premium payment shall in no way create any employment relationship between the County and any volunteer member of Contractor or confer upon any volunteer member of Contractor any right to benefits from the County.

11.1.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

11.1.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include vehicles owned by the Contractor, as well as hired and non-owned vehicles (other than those vehicles owned by the County, which shall be insured by the County) and member/employee non-ownership.

11.1.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

11.1.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

11.1.6 Crime Coverages: A policy of insurance that includes crime coverages shall be purchased in the amount of not less than \$100,000.00.

11.1.7 The County shall be named as an additional insured under any policy of insurance required by this Contract. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be cancelled, terminated, or modified by either party except after thirty (30) days prior written notice to the County.

11.1.8 The Contractor's insurance shall be primary with respect to the County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the County, its officers, officials, and employees shall be in excess of and not contribute with the Contractor's insurance.

11.2 The County shall, subject to the availability of funds and continuing appropriation of funds by the Board of Commissioners, obtain and keep in force during the term of this Contract and any subsequent renewals of this Contract the following minimum insurance coverage.

11.2.1 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include only vehicles owned by the County.

11.3 The Contractor shall indemnify, save harmless, and defend the County from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Contractor, its members, agents, or any other person or entity acting on behalf of the Contractor. This obligation shall survive the termination or expiration of this Contract.

SECTION 12. STANDARDS OF PERFORMANCE.

The Contractor shall furnish the Required Services in a professional, efficient, and workmanlike manner, in particular so as to meet the requirements of and comply with the provisions of this Contract, the rules and regulations of OEMS and the EMS Advisory Council, Chapter 131E of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards.

The Contractor agrees to comply with rescue and emergency medical services Performance Standards, including, but not limited to, minimum membership requirements, rates of response, response time, event outcomes, customer satisfaction, minimum documentation standards, and compliance with the Contractor's standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Contract are attached hereto as Exhibit "B" and incorporated herein by reference. The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, the Department of Emergency Services must give the Contractor ninety (90) days advance notice prior to the implementation of any change or addition to the Performance Standards.

Noncompliance with any contractual provision (including, but not limited to the Performance Standards), statute, regulation, rule, or standard shall constitute a material breach of this Contract subject to suspension of funding and/or termination pursuant to Section 7 of this Contract.

SECTION 13. RELATIONSHIP OF THE PARTIES.

The Contractor is an independent contractor of the County, and its directors, officers, members, and agents shall not be considered employees of the County. The relationship between the Parties shall be limited to the performance of this Contract in accordance with its terms. The County shall not be responsible for any act or omission of the Contractor or its directors, officers, members, employees, or agents. Neither the Contractor, nor any director, officer, member, employee, or agent of the Contractor shall be deemed an officer, employees, or agent of the County or have the authority to contract or incur any liability on behalf of the County. No liability for benefits, such as workers' compensation, pension rights, or other provisions shall arise out of or accrue to any Party, its directors, officers, members, employees, or agents as a result of this Contract or the performance thereof.

SECTION 14. TREATMENT DECISIONS.

The County shall not be liable for, or exercise control over, the manner or method by which the Contractor and its directors, officers, members, employees, and agents provide services under this

Contract, including, but not limited to, any treatment decisions made by the Contractor or any of the foregoing. Notwithstanding any provision of this Contract, the County shall have no obligation to supervise the Contractor's provision of the Required Services or compliance with the Performance Standards and shall not be liable for the Contractor's failure to provide the Required Services or comply with the Performance Standards.

SECTION 15. NO THIRD-PARTY BENEFICIARIES.

This Contract is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and this Contract shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

SECTION 16. NON-ASSIGNMENT.

This Contract may not be transferred, assigned, or subcontracted by the Contractor without the written consent of the County, which may be withheld in the County's sole and absolute discretion.

SECTION 17. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Contract at any time, or to request performance by the Contractor pursuant to any of the provisions of this Contract at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Contract, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 18. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Contract shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County:	Richard Sauer Sampson County Department of Emergency Services 107 Underwood Street Clinton, NC 28328
-------------------	---

With a copy to:	David Clack Sampson County Finance Director 406 County Complex Rd., Bldg. C Clinton, NC 28328
-----------------	--

If to the Contractor:	Chair, Board of Directors 5680 Suttontown Rd. Faison, NC 28341
-----------------------	--

With a copy to:

Chief
5680 Suttontown Rd.
Faison, NC 28341

SECTION 19. AMENDMENTS.

Any amendment to this Contract shall be made in writing and signed by both Parties in order to be effective except where this Contract expressly authorizes the Department of Emergency Services and Board of Commissioners to unilaterally modify the Required Services and Performance Standards.

SECTION 20. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Contractor and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, except that this paragraph shall not be construed to invalidate any existing and applicable Mutual Aid Agreements.

SECTION 21. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Contract.

SECTION 22. SEVERABILITY.

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

SECTION 23. COUNTERPARTS.

This Contract may be executed in several counterparts, each of which shall be deemed an original.

SECTION 24. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Contractor agree that nothing herein shall be construed to in any way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

SECTION 25. TERM OF AGREEMENT.

This Contract shall have a term of five (5) years, commencing on July 1, 2022 and ending on June 30, 2027, unless sooner terminated as provided herein.

SECTION 26. TERMINATION.

In addition to the for-cause termination provisions of Sections 5 and 7 above, this Contract may be terminated by either Party for convenience upon advance written notice to the other Party, served upon the other party by personal delivery, overnight courier, or registered or certified mail, return receipt requested, as provided in Section 18 of this Contract, at least ninety (90) days prior to the effective date of termination.

However, failure of the Board of Commissioners to appropriate funding for the emergency services that are the subject hereof shall result in the automatic termination of this Contract without penalty or liability of any kind to the County.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Contractor has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its articles of incorporation and bylaws.

This the ____ day of June, 2022.

SAMPSON COUNTY

By: _____
Edwin W. Causey,
County Manager

ATTESTED:

By: _____
Susan J. Holder, Clerk

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

David K. Clack,
County Finance Officer

This the ____ day of June, 2022.

CONTRACTOR

By: _____
Print Name: _____
Chair, Board of Directors

ATTESTED:

By: _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Contractor and are material provisions of this Contract:

1. The Contractor shall respond to dispatches of Alphas, Bravo, Charlie, Delta, and Echo calls using the Emergency Medical Dispatch Protocols maintained by Sampson County 911 Communications.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimum performance standards are agreed to by the County and the Contractor and are material provisions of this Contract:

1. The Contractor shall maintain at least eight (8) active members at all times. For purposes of this Performance Standard, an “active” member shall be a member who is in compliance with the Sampson County Emergency Services Reintegration Policy. All active members shall be maintain a valid, current OEMS certificate as an emergency medical responder, emergency medical technician, advanced emergency medical technician, or paramedic and shall possess the relevant qualifications required for their position by the North Carolina Association of Rescue and Emergency Medical Services. Four (4) of the eight (8) active members must maintain an OEMS certificate at or above the level at which the Contractor is certified with OEMS.

2. The Contractor shall adopt and abide by personnel rules for volunteer members that are in compliance with the Fair Labor Standards Act (where applicable) and any other applicable federal or state law.

3. The Contractor shall not discriminate against any director, officer, member, or applicant for membership because of race, religion, color, sex, age, disability, or national origin. However, members must be competent and capable to perform the bona fide requirements of their respective position.

4. The Contractor shall have adopted guidelines that address appropriate initial training of members and continuing education that meets or exceeds all OEMS and Sampson County EMS requirements, including, but not limited to, requirements of the Sampson County Medical Director. A current, valid copy of the Contractor’s training guidelines shall be kept on file with the Department of Emergency Services.

5. The Contractor will conduct a driver’s license record review at least annually on each member. Upon request, the Contractor shall furnish a copy of completed background checks to the Department of Emergency Services.

6. No person with felony or serious misdemeanor conviction(s) shall be allowed to participate as a member or otherwise render services for the Contractor. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior, sexual misconduct, or dishonesty.

7. All members of the Contractor shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Contractor.

8. The Contractor, including any permitted subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

9. The Contractor shall respond to a minimum of forty percent (40%) of calls to which it is dispatched during the hours of 6:00 p.m. to 6:00 a.m.

10. The Contractor shall follow the most current version of the Sampson County Emergency Operations Plan.

11. The Contractor shall adopt a set of standard operating procedures. A current, valid copy of the Contractor's standard operating procedures shall be kept on file with the Department of Emergency Services.

12. The Contractor agrees to rely only on the countywide system for emergency alerting and response purposes for calls within Sampson County.

13. The Contractor shall notify the Department of Emergency Services within ten (10) days of any adverse finding, suspension, or termination by any local, state, or federal agency against the Contractor or any of its directors, officers, members, employees, or agents, pertaining to employment practices, occupational safety, credentialing or certification, or any other matter within the jurisdiction of a local, state, or federal agency.

14. The Contractor and its directors, officers, members, and agents shall abide by the standards adopted by the North Carolina Association of Rescue and Emergency Medical Services and OEMS, as they may be amended from time to time.

15. Emergency medical services shall be subject to the oversight and direction of Sampson County's Medical Director and Sampson County's adopted emergency medical protocols, and the Contractor shall comply with all directives and requirements imposed by the Medical Director and the County's emergency medical protocols.

16. The Contractor shall document patient care utilizing an incident reporting system approved by the Department of Emergency Services.

17. The Contractor shall maintain patient information and medical records in accordance with applicable federal and state laws, including federal and state laws related to privacy and confidentiality of patient information and medical records, and shall use and disclose such information and/or records in accordance with applicable law.

18. The Contractor shall maintain, at its expense, such equipment and supplies as shall be reasonably necessary to provide the Required Services. The County may elect to provide (but is under no obligation to provide) the Contractor with equipment, such as ambulances, and supplies at no charge. The Contractor shall maintain, at its expense, any equipment furnished by the County unless the Director of the Department of Emergency Services determines, in his or her discretion, that the County should bear the cost of a given maintenance item or repair.



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: May 26, 2022

SUBJECT: Lottery Funds Applications for Debt Payments

Attached please find our application for lottery funds to reimburse the County for the debt payments on the school buildings.

We respectfully request that the Board approve the applications.

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Sampson

Contact Person: David K. Clack

LEA: LEA 821 Clinton City

Title: Finance Officer

Address: 406 County Complex Rd., Clinton, NC

Phone: 910-592-7181

Project Title: USDA Loan Clinton High School

Location: Clinton, NC 28328

Type of Facility: New High School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Debt payment of USDA Community Facilities Loan issued July 2006 refunded 2017-2018 Debt payment 21-22

Estimated Costs:

Purchase of Land _____	\$ _____	
Planning and Design Services _____	_____	
New Construction _____	_____	
Additions / Renovations _____	_____	
Repair _____	_____	
Debt Payment / Bond Payment _____		550,000.00
TOTAL _____	\$ _____	550,000.00

Estimated Project Beginning Date: _____ Est. Project Completion Date: _____

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 550,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Sampson

Contact Person: David K. Clack

LEA: 820 Sampson County

Title: Finance Officer

Address: 406 County Complex Rd, Clinton, NC

Phone: 910-592-7181

Project Title: 2006 COPs Issue School Construction

Location: Clinton, NC 28328

Type of Facility: New Union and Midway High Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Debt payment on \$55,060,000 Certificates of Participation issued November 2006 Refunded in FY 2017-2018 Debt payment 21-22

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	_____
Repair _____	_____
Debt Payment / Bond Payment _____	630,000.00
TOTAL _____	\$ 630,000.00

Estimated Project Beginning Date: _____ Est. Project Completion Date: _____

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 630,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date)



Resolution to Support the myFutureNC Attainment Goal

WHEREAS, myFutureNC is a statewide non-profit organization focused on educational attainment and is the result of cross-sector collaboration between North Carolina leaders in education, business, and government; and

WHEREAS, The myFutureNC Commission has concluded that North Carolina should have a goal that 2 million North Carolinians will have a high-quality credential or postsecondary degree by 2030; and

WHEREAS, Sampson County Local Government is committed to working with integrity and fiscal prudence in partnership with our citizens to create and sustain a safe, healthy, and prosperous community which affords all citizens the opportunities, resources and services needed to protect or enhance lives; and

WHEREAS, Sampson County Local Government will work with other key partners, such as our educational entities and workforce development organizations, to advance the educational attainment of students in North Carolina and achieve the stated goals of myFutureNC; and

WHEREAS, Sampson County Local Government agrees that North Carolina faces a gap between the projected needs for citizens with high-quality credentials or postsecondary degrees and the attainment of those high-quality credentials or postsecondary degrees.

NOW THEREFORE BE IT RESOLVED, THAT:

Sampson County Local Government supports the attainment goal of myFutureNC that 2 million North Carolinians should have a high-quality credential or postsecondary degree by 2030; and

Sampson County Local Government along with leaders in business, education, state and local government, and community organizations will continue to foster partnerships to achieve the goal.

ADOPTED this the 6th day of June, 2022 by Sampson County Board of Commissioners.

Signed: _____
Sue L. Lee, Chair
Sampson County Board of Commissioners



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: May 26, 2022

SUBJECT: Juvenile Crime Prevention Grant Funding

Attached please find the Juvenile Crime Prevention Council County funding plan for FY 2022-2023 and the Juvenile Crime Prevention Council Certification for FY 2022-2023. The funding plan has been recommended by the Juvenile Crime Prevention Council.

We respectfully request that the Board approve the funding plan and certification.

Juvenile Crime Prevention Council Certification

Fiscal Year: 22-23 _____

County: Sampson	Date: May 9, 2022
G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle. (Check 2-year if the JCPC has a mixture of 1-year and 2-year funding.)	
1-Year Funding: FY 22-23	2-Year Funding: FY _____ and FY _____

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- | | |
|---|------------|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? | Y
_____ |
| B. Is the membership list attached? | Y
_____ |
| C. Are members appointed for two-year terms and are those terms staggered? | Y
_____ |
| D. Is membership reflective of social-economic and racial diversity of the community? | Y
_____ |
| E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | Y
_____ |
- If not, which positions are vacant and why?
 Juvenile Defense Attorney, County Commissioner Appointee

STANDARD #2 - Organization

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

STANDARD #3 - Meetings

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

Juvenile Crime Prevention Council Certification (cont'd)

STANDARD #4 - Planning

- | | |
|---|---|
| A. Does the JCPC conduct a minimum of biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? | Y |
| B. Is this Annual or Biennial Plan presented to the Board of County Commissioners and to DPS? | Y |
| C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? | Y |

STANDARD #5 - Public Awareness

- | | |
|---|---|
| A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (<input type="checkbox"/> RFP, distribution list, and article attached) | Y |
| B. Does the JCPC complete a minimum of biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? | Y |

STANDARD #6 – No Overdue Tax Debt

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

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

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

The JCPC Certification **must be received by DPS by June 30th annually.**

**JCPC Administrative Funds
SOURCES OF REVENUE**

DPS JCPC	
Only list requested funds for JCPC Administrative Budget.	\$10,000
Local	_____
Other	_____
Total	\$10,000

JCPC Chairperson	Date
------------------	------

Chairman, Board of County Commissioners	Date
---	------

Juvenile Crime Prevention Council Certification (cont'd)

DPS Designated Official

Date

Juvenile Crime Prevention Council Certification (cont'd)

Sampson

County

FY 2022-2023

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Jennifer Daughtry	Sampson Cty.Schools	<input checked="" type="checkbox"/>	B	F
2) Chief of Police or designee	Dulce Banos	Clinton City Police	<input checked="" type="checkbox"/>	B	F
3) Local Sheriff or designee	Lt. Scott Hodges/Sgt. James Jones	Sampson County Sheriff Dept.	<input checked="" type="checkbox"/>	W	M
4) District Attorney or designee			<input type="checkbox"/>		
5) Chief Court Counselor or designee	Jessica Harper	Court Counselot	<input checked="" type="checkbox"/>	W	F
6) Director, Local Management Entity/Managed Care Organization (LME/MCO), or designee	William Sellers	Community Relations Spec.	<input type="checkbox"/>	W	F
7) Director DSS or designee	Carlina Simmons	Child Services	<input checked="" type="checkbox"/>	B	F
8) County Manager or designee	David K Clack	Finance Officer	<input checked="" type="checkbox"/>	W	M
9) Substance Abuse Professional	Amy Drozda	Specialist		W	F
10) Member of Faith Community	Rev. Dudley Neal	US Army Retired		W	M
11) County Commissioner	Leitha Lee	Sampson Cty. Commissioner		B	F
12) Two persons under the age of 21, or one person under the age of 21 and one member of the public representing the interests of families of at-risk juveniles	Charlotte Leach	WFD Board			F
	Angela Nicholson	Harnett Cty. Workforce Dev.			F
13) Juvenile Defense Attorney	Vacant				
14) Chief District Judge or designee	Mario M White	Chief Dist. Court Judge	<input type="checkbox"/>	B	M
15) Member of Business Community					
16) Local Health Director or designee	Tamra Jones	Accts Specialist	<input checked="" type="checkbox"/>	W	F
17) Rep. United Way/other non-profit	Vacant				
18) Representative/Parks and Rec.	Dana Hall	Director		W	F
19) County Commissioner appointee	Clem Mason	Retired Health		B	F
20) County Commissioner appointee	Shirley Williams	Clinton City Schools		B	F
21) County Commissioner appointee	Tiffany Faircloth	Court Services		W	F

Juvenile Crime Prevention Council Certification (cont'd)

22) County Commissioner appointee					
23) County Commissioner appointee	Sandra Webster	NC Works Mgr.		B	F
24) County Commissioner appointee	K				
25) County Commissioner appointee					

Sampson County

NC DPS - Community Programs - County Funding Plan

Available Funds: \$ \$214,815 Local Match: \$ \$33,489 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	Sampson County JCPC Administrative	\$10,000						\$10,000	
2	Mediation Center of Eastern Carolina (Building Peace in Schools Mediation / MCEC-Mentors)	\$62,532			\$6,587			\$69,119	10%
3	Sampson Co. Cooperative Extension 4-H Programs (Juvenile Restitution / Teen Court)	\$89,264			\$14,901			\$104,165	14%
4	Sampson Co. Cooperative Extension 4-H Programs (Youth Inspire Groups)	\$46,019			\$10,101			\$56,120	18%
5	Sampson Co. Cooperative Extension 4-H Programs (Psychological Assessments)	\$7,000			\$1,900			\$8,900	21%
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS:	\$214,815			\$33,489			\$248,304	13%

The above plan was derived through a planning process by the Sampson County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2022/2023.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type initial plan update final

-----DPS Use Only-----

Reviewed by _____ Area Consultant _____ Date

Reviewed by _____ Program Assistant _____ Date

Verified by _____ Designated State Office Staff _____ Date

 Chairperson, Juvenile Crime Prevention Council (Date)

 Chairperson, Board of County Commissioners (Date)
 or County Finance Officer

Sampson County
Office of Tax Assessor
PO Box 1082
Clinton, NC 28329

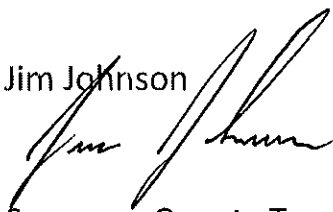
Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: May 24, 2022
RE: Prestage Ag Energy, LLC-Waiver of Late List Penalties

Prestage Ag Energy, LLC timely requested an extension to file their 2022 business personal property listing during the regular listing period, January 2022. The extension to file request was granted by the tax office until April 15, 2022. The filing was received on April 25, 2022, resulting in a 10% late list penalty. General Statute 105-312(k) gives the governing body the authority to adjust or waive late list penalties. Prestage Ag Energy, LLC has submitted a letter requesting relief of the late list penalties. I would recommend waiving the last list penalties in this instance.

Jim Johnson



Sampson County Tax Administrator

Prestage AgEnergy

April 25, 2022

Sampson County Board of Commissioners
406 County Complex Rd
Clinton, NC 28328

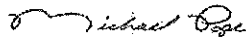
Re: Late Listing Penalty Waiver

Dear Board,

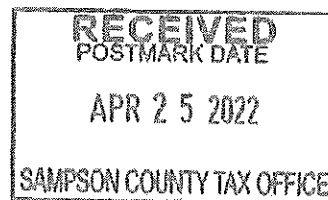
I am writing to request a waiver on the late listing penalty of 10% related to submitting the Prestage AgEnergy 2022 property tax filing after the April 15th deadline. We are consistently early with our property tax payments, and as the listing itself may be slightly delayed, this has had no financial impact on the County. A charge of over \$14,000 for a slightly delayed listing seems excessive, and as the listing has since been filed reflecting a few thousand dollars in additional equipment, I would ask for your forgiveness and understanding in waiving this penalty.

I appreciate your time and consideration in this matter. Should you have any questions, I can best be reached at (910) 385-4452, though I may also be contacted by email at mpope@prestagefarms.com or by mail at PO Box 2348, Clinton, NC 28329.

Sincerely,



Michael Pope
Vice President



JJ - said - no penalty

County: Sampson/Account: 193062/41219/PRESTAGE AGENCY OF NC LLC

But but received on 4/25/22

2022

COUNTY OF Sampson North Carolina BUSINESS PERSONAL PROPERTY LISTING

FOR DEPARTMENT USE ONLY	ACCOUNT NUMBER	DATE	TWP	DISTRICT	CITY	PENALTY	VALUE
	193062		12	F10 501			
1	2	3	4	5	6	51089 exempt	
8	B	D	E	F	TOTAL	41219 m/s	

Business Legal Name of Individual's Name: **PRESTAGE AGENCY OF NC LLC**

Business Name of CBA: _____

Address: **PO BOX 2348 CLINTON NC 28329**

Principal Business in this County: **4961 / 4931 /**

Date Business Began in this County: _____

Date Business (Fiscal) Year Ends: **01/01/2022**

Fill in applicable circle: PARTNERSHIP SOLE PROPRIETORSHIP UNINCORPORATED ASSOCIATION LLC CORPORATION OTHER (SPECIFY) _____

Fill in applicable circle: BUSINESS CATEGORY RETAIL WHOLESALE MANUFACTURING SERVICE LEASING/RENTAL FARMING OTHER (SPECIFY) _____

Other I.L.C. Counties where personal property is located: _____

Contact Person for Audit: **MICHAEL POPE**

Address & Phone: **PO BOX 2348 910-596-5758**

Contact Person for Payment & Phone: _____

Physical Address: **311 PRESTAGE MILL LN, CLINTON, NC**

Real Estate Owned by: _____

Name in which business was listed last year: _____

NOTE: Business owners who acquired an existing business in the previous year must contact the county tax office for acquisition listing instructions. Click on the link below for a list of county tax office phone numbers and addresses.

RECEIVED POSTMARK DATE APR 25 2022

SAMPSON COUNTY TAX OFFICE

SCHEDULE A **11,789,740** PERSONAL PROPERTY - SEE INSTRUCTIONS **K 120,991**

YEAR ACQUIRED	GROUP (1) MACHINERY & EQUIPMENT				YEAR ACQUIRED	GROUP (3) OFFICE FURNITURE & FIXTURES			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST		PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2021		180,394		180,394	2021		0		0
2020	395,340	0	0	395,340	2020	0	0	0	0
2019	615,306	0	0	615,306	2019	0	0	0	0
2018	124,390	0	0	124,390	2018	9,621	0	0	9,621
2017	99,382	0	72,011	27,371	2017	24,489	0	0	24,489
2016	23,407,138	0	0	23,407,138	2016	0	0	0	0
2015	0	0	0	0	2015	0	0	0	0
2014	0	0	0	0	2014	0	0	0	0
2013	0	0	0	0	2013	0	0	0	0
2012	0	0	0	0	2012	0	0	0	0
2011	0	0	0	0	2011	0	0	0	0
2010	0	0	0	0	2010	0	0	0	0
2009	0	0	0	0	2009	0	0	0	0
2008	0	0	0	0	2008	0	0	0	0
2007	0	0	0	0	2007	0	0	0	0
2006	0	0	0	0	2006	0	0	0	0
PRIOR	0	0	0	0	PRIOR	0	0	0	0
TOTAL	24,641,556	180,394	72,011	24,749,939	TOTAL	34,110	0	0	34,110

GROUP (2) CONSTRUCTION IN PROGRESS

LIST TOTAL OF ALL PERSONAL PROPERTY EXPENDITURES IN CIP ACCOUNT ON JANUARY 1, BUT NOT INCLUDED ABOVE - ITEMIZE IN SCHEDULE C

TOTAL CIP: \$ 0

DO NOT REMIT THIS FORM TO NC DEPARTMENT OF REVENUE

County addresses and additional schedules are available at: <https://www.ncdor.gov/documents/north-carolina-county-assessors-list>

Send to appropriate county tax office.

Exempt Value: 1,030,387

2016 - 277,324

2018 - 1,206,868

2019 - 12,163

1,497,097

AV - 13,090,790

SCHEDULE A - CONTINUED

PERSONAL PROPERTY - SEE INSTRUCTIONS

YEAR ACQUIRED	GROUP (5) IMPROVEMENTS TO LEASED PROPERTY				YEAR ACQUIRED	GROUP (6) EXPENSED ITEMS <small>Capitalization Threshold 0</small>			
	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR YR COST		PRIOR YR COST	ADDITIONS	DELETIONS	CURR YR COST
2021		0		0	2021		0		0
2020	0	0	0	0	2020	0	0	0	0
2019	0	0	0	0	2019	0	0	0	0
2018	0	0	0	0	2018	0	0	0	0
2017	0	0	0	0	2017	0	0	0	0
2016	0	0	0	0	2016	0	0	0	0
2015	0	0	0	0	2015	0	0	0	0
2014	0	0	0	0	2014	0	0	0	0
2013	0	0	0	0	TOTAL	0	0	0	0
2012	0	0	0	0	OTHER SCHEDULE A PROPERTY				
2011	0	0	0	0	Preparers of this listing form with costs to report that do not fit into any of the seven (7) groups for Schedule A should use Schedule A-1 or A-2 to report those costs. The county tax office should be contacted and made aware of this special reporting of costs prior to usage.				
2010	0	0	0	0	Do you have other schedule A property? <input type="radio"/> YES <input checked="" type="radio"/> NO				
2009	0	0	0	0	If yes, attach schedule <input type="checkbox"/> <input checked="" type="checkbox"/> A-1 or A-2				
2008	0	0	0	0					
PRIOR	0	0	0	0					
TOTAL	0	0	0	0					

GROUP (7) SUPPLIES LIST COST ON HAND AS OF JANUARY 1			
	COST		COST
1. OFFICE, MAINTENANCE, JANITORIAL, MEDICAL DENTAL, BARBER AND BEAUTY SUPPLIES	953	5. RENTAL ITEMS NOT SOLD IN THE NORMAL COURSE OF BUSINESS AND NOT LISTED ELSEWHERE IN SCHEDULE A	0
2. FUELS HELD FOR CONSUMPTION	1,082	6. ALL OTHER MISCELLANEOUS SUPPLIES NOT LISTED ABOVE	0
3. REPLACEMENT PARTS AND SPARE PARTS	88,648	TOTAL	90,683
4. RESTAURANT AND HOTEL ITEMS SUCH AS LINENS, CLEANING SUPPLIES AND COOKWARE NOT LISTED ELSEWHERE IN SCHEDULE A	0		

SCHEDULE B VEHICULAR EQUIPMENT, MOBILE HOMES AND MOBILE OFFICES

If you answer yes to any of questions 1-7 below, you must attach the appropriate schedule which corresponds with the equipment type listed below. If you answer yes to any of questions 1, 2, 3, or 4, attach Schedule B-1, attach Schedule B-2 for watercraft, attach Schedule B-3 for mobile homes or mobile offices, and attach Schedule B-4 for aircraft. Indicate the quantity of short-term rental vehicles owned for question 8.

- Does your business own any unregistered motor vehicles? YES NO
 - Does your business own any multi-year or permanently registered trailers? YES NO **If yes, attach schedule B-1**
 - Does your business own any special bodies on vehicles? YES NO
 - Does your business own any IRP (International Registration Plan) plated vehicles? YES NO
- NOTE:** Effective January 1, 2014, IRP plated vehicles are required to be listed with the local county tax office as part of the business personal property listing form process, unless they are already being reported as part of your public service valuation with the N.C. Department of Revenue.
- Does your business own any watercraft or engines for watercraft? YES NO **If yes, attach schedule B-2**
 - Does your business own any mobile homes or mobile offices? YES NO **If yes, attach schedule B-3**
 - Does your business own any aircraft? YES NO **If yes, attach schedule B-4**
 - Does your business own any vehicles held for short-term rental? YES NO **Quantity 0**

SCHEDULE C LEASED PROPERTY OR OTHER PROPERTY IN YOUR POSSESSION THAT IS OWNED BY OTHERS

N.C.G.S. 105-315 and 105-316 require every person having custody of taxable tangible personal property that has been entrusted to them by another for any business purpose to furnish a separate list containing the name and address of the owner, along with a description of the property. If you answer yes to one of the following three questions, or are otherwise required to supply this list, you must return the list or separate Schedule C-1 by January 15.

- Does your business hold any leased property owned by another party (are you a lessee)? YES NO
- Do you have any property used by your business, or in your possession, that is owned by others? YES NO
- Do you operate a mobile home park, campground, marina, aircraft storage facility, or similar business? YES NO

SCHEDULE D SEPARATELY SCHEDULED PROPERTY

1. Does your business own any artwork, displays, statues, or other personal property that is separately scheduled for insurance purposes? YES NO

Please describe the items and estimated value of items if applicable.

SCHEDULE E FARM EQUIPMENT

Does your business own any tractors, implements, bulk barns, and/or other farm equipment? YES NO Cost on Schedule A

If so, list and attach separate Schedule E-1. If listed by cost on Schedule A, indicate above, but still include information on separate Schedule E-1.

SCHEDULE F INTANGIBLE PERSONAL PROPERTY

Session Law 2018-98 repealed the taxation of a leasehold interest in exempt real property, effective July 1, 2019. Schedule F is no longer applicable and will be reserved for future use.

SCHEDULE G ACQUISITIONS AND DISPOSALS DETAIL

Acquisitions and disposals detail of machinery, equipment, furniture and fixtures, computer equipment, and improvements to leased property in the prior year. If there is not enough room below, attach separate Schedule G-1.

ACQUISITIONS - ITEMIZE IN DETAIL	100% ORIGINAL COST	DISPOSALS - ITEMIZE IN DETAIL	YEAR ACQUIRED	100% ORIGINAL COST
see attached		see attached		

SCHEDULE H REAL ESTATE IMPROVEMENTS

During the past calendar year, did your business make improvements and/or other additions to real property owned by your business? If yes, attach separate Schedule H-1 with information on such improvements. YES NO

SCHEDULE I BILLBOARDS - OUTDOOR ADVERTISING STRUCTURES

Does your business own any billboards, or outdoor advertising structures? If yes, attach separate Schedule I-1 with requested information. YES NO

SCHEDULE J LEASED EQUIPMENT

Does your business lease equipment to others? If yes, attach separate Schedule J-1 with requested information. YES NO

AFFIRMATION

LISTING MUST BE SIGNED BY A LEGALLY AUTHORIZED PERSON - Please check the capacity in which you are signing the affirmation.

For Individual Taxpayers: Taxpayer Guardian Authorized Agent Other person having knowledge of and charged with the care of the person and property of the taxpayer.

For Corporations, Partnerships, Limited Liability Companies, Unincorporated Associations:

Principal Officer of the Taxpayer Full-time employee of the taxpayer who has been officially empowered by a principal officer to list the property and sign the affirmation. Title VICE PRESIDENT

Authorized agent. If this capacity is selected, I certify that I have NCDOR Form AV-59 on file for this taxpayer: Yes No

Under penalties prescribed by law, I affirm that to the best of my knowledge and belief, this listing, including any accompanying statements, inventories, schedules, and any other information, is true and complete. (If this is signed by an individual other than the taxpayer, they affirm that they are familiar with the extent and true value of all of the taxpayer's property subject to taxation in this county and that their affirmation is based on all the information of which they have any knowledge.)

MICHAEL POPE 2022-04-25 PO BOX 2348, CLINTON, NC 28329
Signature Date Authorized Agent Address
9105965758 mpope@prestagefarms.com
Telephone Number Fax Number Email Address

Any individual who willfully makes and subscribes an abstract listing required by Subchapter II of Chapter 105 of the North Carolina General Statutes, which they do not believe to be true and correct as to every material matter, shall be guilty of a Class 2 misdemeanor. (Punishable by imprisonment up to 60 days.)

Taxpayer Name: PRESTAGE AGENCY OF NC LLC	County: Sampson	Year: 2022
--	-----------------	------------

Schedule B-1 Unclassified/Unregistered Motor Vehicles, Trailer and Special Body information

New

Vehicle And/Or Trailer Information				Additional Trailer Info		Special Body Information				
Year	Make	Model	Vehicle I.D. Number (VIN)	Length	Type	Year Acquired	Description - (Type and Capacity)	Cost	New or Used	Office Use
2020	CAT	930M	J5K00227	0		0		\$163,000		
			FRONT loader							
			BA							

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09888

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 Rashon Davis in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>222.77</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>222.77</u>

These taxes were assessed through clerical error as follows.

Bill # 0064245263
Plate # 319KSM
Plate Turn In - Sold
2022 Toyota 4S

602	County Tax	<u>200.85</u>
	School Tax	_____
F06	Fire Tax	<u>21.19</u>
	City Tax	_____
	TOTAL \$	<u>222.77</u>

Mailing Address.

202 Sunrise Ln Dunn NC 28333

Yours very truly

[Signature]
Taxpayer

Social Security # _____

RECOMMEND APPROVAL

[Signature]
Sampson County Tax Administrator

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09892

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 Jose Manuel Bonilla in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2020	\$ 106.83
/	/
/	/
/	/
/	/

TOTAL REFUND \$ 106.83

These taxes were assessed through clerical error as follows.

Bill # 0032722400
Plate # HBF6778
Vehicle Sold
Plate Surr.
2018 Chevy truck

30 ²	County Tax	<u>95.28</u>
	School Tax	_____
70 ⁷	Fire Tax	<u>11.55</u>
	City Tax	_____
	TOTAL \$	<u>106.83</u>

Mailing Address.

42 Pebblestone Ln
Dunn, N.C. 28334

Yours very truly

[Signature]
Taxpayer

Social Security # _____

RECOMMEND APPROVAL

[Signature]
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

09894

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 Jordan Faircloth in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>266.16</u>

TOTAL REFUND \$ 266.16

These taxes were assessed through clerical error as follows.

Bill # 0063999200
Plate # HMC6903
Vehicle traded
Tag Surr.
2021 Ford Ranger

602 County Tax 237.39
School Tax _____
716 Fire Tax 28.77
City Tax _____
TOTAL \$ 266.16

Mailing Address.

Jordan Faircloth
P.O. Box 91
Salemburg NC 28385

Yours very truly

X Jordan Faircloth
Taxpayer

X 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

09896

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 Norris Edge in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>121.83</u>

TOTAL REFUND \$ 121.83

These taxes were assessed through clerical error as follows.

Bill # 0034641244
Plate # YYJ 7154
Vehicle Sold
Tag Surr.
2021 Merc.

G ⁰² County Tax	<u>73.37</u>
S01 School Tax	<u>12.89</u>
Fire Tax	_____
C ⁰² City Tax	<u>35.57</u>
TOTAL \$	<u>121.83</u>

Mailing Address.
X 104 S. CONARIE DR
CLINTON, NC
28328

Yours very truly
X Norris Edge
Taxpayer

X 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

09899

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 Tabitha Draughon in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2021	\$ 211.21
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 211.21

These taxes were assessed through clerical error as follows.

Bill # 0056894748
Plate # Surr.
Vehicle sold
Tag: JT8220
2019 Chevy Silverado

602	County Tax	162.85
501	School Tax	28.62
719	Fire Tax	19.74
	City Tax	
TOTAL \$		211.21

Mailing Address.

Yours very truly

X Tabitha Draughon
Taxpayer

X P.O. Box 48164
Cumberland, N.C.
28331

X Social Security # _____

RECOMMEND APPROVAL

Jim Johnson
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 Christopher Sinclair in 2019 Township, Sampson County, for the year(s) and in the amount(s) of:

Year	<u>2019</u>	\$ <u>-228.02</u>
		\$
		\$
		\$
		\$
Total Release/Adjustment		\$ <u>-228.02</u>

Act # 193419
 Valued Incorrectly
 (V&V)
 1997 Jet Ski
 Keying ERROR

60% County Tax	\$ <u>198.14 / 19.81 LL</u>
School Tax	\$ _____
70% Fire Tax	\$ <u>21.62 / 2.16 LL</u>
City Tax	\$ _____
Total	\$ <u>-228.02</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Taxpayer: Christopher Sinclair

Tax Administrator: Jim Johnson

Board Approved: _____

Date: _____ Initials: _____

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

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

SUBJECT: Budget Amendment for fiscal year 2021-2022

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141500-519200	Legal professional services	65,500.00	
11999000-509700	Contingency		65,500.00

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
-----------------------------	--------------------------	-----------------	-----------------

2. Reason(s) for the above request is/are as follows:
 To allocate additional funds to pay outside counsel for lawsuit.

David K. Clack

 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

5/20/2022

David K. Clack

 (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:

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>
11243800-523900	MEDICAL SUPPLIES	535.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034380-408401	Donations	535.00	

2. Reason(s) for the above request is/are as follows:
To budget donations received to medical supplies

Anna Ellis
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____ 5/24, 2022
Dale Hef
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20

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

(County Manager & Budget Officer)

21-22-19

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

27-Apr-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	\$508,845.98 ^{6.00}	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13535480-403314	LIEAP	\$508,845.98 ^{6.00}	

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

Additional allocation of LIEAP (Pandemic) Funds

Lynn S. Fields

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

SPW, 2022

Dal H. Off

(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:

5/11/2022

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 WIC Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551670-512100	SALARIES	35,110.00	
12551670-518100	FICA	2,443.00	
12551670-518120	MEDICARE FICA	572.00	
12551670-518200	RETIREMENT	2,008.00	
12551670-545000	INSURANCE & BONDS	1,391.00	
12551670-518600	WORKER'S COMP INSURANCE	2,509.00	
<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535167-404000	STATE ASSISTANCE	44,033.00	

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

TO ALLOCATE ADDITIONAL FUNDING DUE TO INCREASE IN CASELOAD

Wanda Robins
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

5/20, 2022

Dalaly
(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:

FROM: Kelsey Edwards, Library Director

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 Library Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11761100-544200	Cultural Programing	\$725.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11036110-408401	Donations/Sponsorships for Summer Reading Program	\$725	

2. Reason(s) for the above request is/are as follows:
Donations/Sponsorships for Summer Reading Received

Kelsey B. Edwards 5/13/22
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

5/26, 2022
Daryl Wood
(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:

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 Finance Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
72154000-545100	Administration/claims paid	820,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
72035400-499900	Fund balance appropriated	820,000.00	

2. Reason(s) for the above request is/are as follows:
 To budget additional funds to pay for health claims through June 30.

David K. Clack

 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

5/26/2022

David K. Clack

 (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:

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 Public Buildings Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11142600-533000	Utilities	19,000.00	
11999000-509700	Contingency		19,000.00

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
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2. Reason(s) for the above request is/are as follows:
 To allocate additional funds to pay for increased cost of utilities.

David K. Clack

 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

5/20/2022

David K. Clack

 (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:

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 Special Appropriations Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761700-506102	Special appropriations miscellaneous	50,000.00	
11142600-535123	Maint/Repair special projects		50,000.00

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

To reallocate funds from public buildings project to special appropriations to pay for projects for the Plain View Coalition.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

5/20/2022

David K. Clack

(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:

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 Animal Shelter Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243800-535100	Maint/Repair Buildings and grounds	2,141.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999-409800	Fund balance approp encumbrances	2,141.00	

2. Reason(s) for the above request is/are as follows:
 To bring forward funds for items order in FY 20-21 but not delivered until FY 21-22.

David K. Clack

 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

s/2/2022

David K. Clack

 (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:

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 Various Departments be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
SEE ATTACHED			

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
75034310-499900	Fund balance appropriated	6,869.00	
11039999-409900	Fund balance appropriated	731,431.00	

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

To allocate funds to salary line items to cover 5% COLA awarded in January, 2022, 10% increase for Detention Officers, overtime, and increase needed for special separation allowance payments through June.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

5/26/2022

David K. Clack

(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**

Budget Amendment (Continued)

SUBJECT: Budget Amendment for fiscal year 2021-2022

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141210 512100	SALARIES	18,642	
11141210 518100	FICA	580	
11141210 518120	MEDICARE FICA	128	
11141210 518200	RETIREMENT	946	
11141210 518400	DENTAL INSURANCE		366.00
11141210 518700	CAFETERIA FEES	18.00	
11141210 518901	401K COUNTY CONTRIBUTION		600.00
11141300 512100	SALARIES	35,535.00	
11141300 512120	SUPPLEMENT		1,956.00
11141300 518400	DENTAL INSURANCE		373.00
11141300 518700	CAFETERIA FEES		153.00
11141400 512100	SALARIES	30,652.00	
11141400 512600	PART-TIME SALARIES		7,500.00
11141400 518100	FICA		1,956.00
11141400 518120	MEDICARE FICA		448.00
11141400 518200	RETIREMENT		284.00
11141400 518700	CAFETERIA FEES		130.00
11141400 518901	401K COUNTY CONTRIBUTION		3,760.00
11141500 512100	SALARIES	13,256.00	
11141500 518100	FICA	326.00	
11141500 518120	MEDICARE FICA	79.00	
11141500 518200	RETIREMENT	835.00	
11141500 518700	CAFETERIA FEES		72.00
11141500 518901	401K COUNTY CONTRIBUTION	558.00	
11141800 512100	SALARIES	17,572.00	
11141800 518100	FICA	400.00	
11141800 518120	MEDICARE FICA	85.00	
11141800 518200	RETIREMENT	409.00	
11141800 518901	401K COUNTY CONTRIBUTION		1,800.00
11142100 512100	SALARIES	22,920.00	
11142100 518100	FICA	851.00	
11142100 518120	MEDICARE FICA	194.00	
11142100 518200	RETIREMENT	1,213.00	
11142100 518700	CAFETERIA FEES	6.00	
11142100 518901	401K COUNTY CONTRIBUTION		1,900.00
11142600 512100	SALARIES	27,389.00	
11142600 512200	OVERTIME SALARIES	413.00	
11142600 518100	FICA	880.00	
11142600 518120	MEDICARE FICA	216.00	
11142600 518200	RETIREMENT		100.00

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

Budget Amendment (Continued)

SUBJECT: Budget Amendment for fiscal year 2021-2022

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11142600 518901	401K COUNTY CONTRIBUTION		800.00
11243100 512100	SALARIES	133,910	
11243100 512120	SUPPLEMENT		16,020.00
11243100 512200	OVERTIME SALARIES	221,000	
11243100 512205	OVERTIME - US DEPT JUSTICE GRN	12,700.00	
11243100 512300	SHIFT DEFERENTIAL PAY	9,300.00	
11243100 512600	PART-TIME SALARIES		25,000.00
11243100 518120	MEDICARE FICA	606.00	
11243100 518200	RETIREMENT	539.00	
11243100 518278	LAW ENFORCEMENT RETIREMENT	18,500.00	
11243100 518300	GROUP INSURANCE		40,000.00
11243100 518700	CAFETERIA FEES	126.00	
11243100 518900	401K SUPPLEMENTAL RETIRE. FUND	9,500.00	
11243100 518901	401K COUNTY CONTRIBUTION		2,000.00
11243200 512100	SALARIES		110,000.00
11243200 512200	OVERTIME SALARIES	105,000.00	
11243200 512300	SHIFT DEFERENTIAL PAY	5,810.00	
11243200 512400	ON-CALL PAY		800.00
11243200 512600	PART-TIME SALARIES	14,100.00	
11243200 518200	RETIREMENT		12,500.00
11243200 518278	LAW ENFORCEMENT RETIREMENT		3,500.00
11243200 518300	GROUP INSURANCE		64,000.00
11243200 518400	DENTAL INSURANCE		4,400.00
11243200 518700	CAFETERIA FEES		300.00
11243200 518900	SUPPLEMENTAL RETIREMENT FUND		1,700.00
11243200 518901	401K COUNTY CONTRIBUTION		28,000.00
11243250 512100	SALARIES	7,715.00	
11243250 512200	OVERTIME SALARIES	125,000.00	
11243250 512300	SHIFT DEFERENTIAL PAY	574.00	
11243250 512600	PART-TIME SALARIES		51,000.00
11243250 518100	FICA	3,647.00	
11243250 518120	MEDICARE FICA	948.00	
11243250 518200	RETIREMENT	10,603.00	
11243250 518300	GROUP INSURANCE		27,000.00
11243250 518700	CAFETERIA FEES	73.00	
11243250 518901	401K COUNTY CONTRIBUTION		5,200.00
11243300 512100	SALARIES	5,607.00	
11243300 512200	OVERTIME SALARIES	8,689.00	
11243300 512400	ON-CALL PAY	562.00	
11243300 518200	RETIREMENT		1,000.00

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

Budget Amendment (Continued)

SUBJECT: Budget Amendment for fiscal year 2021-2022

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243300 518300	GROUP INSURANCE		18,500.00
11243300 518700	CAFETERIA FEES		300.00
11243300 518901	401K COUNTY CONTRIBUTION	6,900	
11243500 512100	SALARIES	33,306	
11243500 512101	SALARY ADJUSTMENTS		1,968.00
11243500 518200	RETIREMENT	565.00	
11243500 518901	401K COUNTY CONTRIBUTION		2,000.00
11243700 512100	SALARIES	117,585.00	
11243700 512200	OVERTIME SALARIES	117,619.00	
11243700 512600	PART-TIME SALARIES		20,000.00
11243700 518100	FICA	4,222.00	
11243700 518120	MEDICARE FICA	1,568.00	
11243700 518200	RETIREMENT	25,332.00	
11243700 518300	GROUP INSURANCE		25,000.00
11243700 518700	CAFETERIA FEES	9.00	
11243700 518901	401K COUNTY CONTRIBUTION		2,800.00
11243800 512100	SALARIES	6,502.00	
11243800 518100	FICA		300.00
11243800 518120	MEDICARE FICA		50.00
11243800 518200	RETIREMENT		20.00
11243800 518300	GROUP INSURANCE		2,000.00
11243800 518400	DENTAL INSURANCE		100.00
11243800 518901	401K COUNTY CONTRIBUTION		1,000.00
11449200 512100	SALARIES	17,168.00	
11449200 518100	FICA	682.00	
11449200 518120	MEDICARE FICA	189.00	
11449200 518200	RETIREMENT		500.00
11449200 518700	CAFETERIA FEES	6.00	
11449200 518901	401K COUNTY CONTRIBUTION		1,200.00
11558200 512100	SALARIES	6,595.00	
11558200 512600	PART-TIME SALARIES	63.00	
11558200 518100	FICA	62.00	
11558200 518120	MEDICARE FICA	33.00	
11558200 518200	RETIREMENT	490.00	
11558200 518700	CAFETERIA FEES		24.00
11558200 518901	401K COUNTY CONTRIBUTION	253.00	
75243100 512600	SPECIAL SEPARATION ALLOWANCE	6,451.00	
75243100 518100	FICA	338.00	
75243100 518120	MEDICARE FICA	80.00	

4/5

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

Budget Amendment (Continued)

SUBJECT: Budget Amendment for fiscal year 2021-2022

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11449500	512100 SALARIES	6,000.00	
11449500	518100 FICA	1,250.00	
11449500	518120 MEDICARE FICA	300.00	
11449500	518200 RETIREMENT	2,100.00	
11449500	518300 GROUP INSURANCE	4,400.00	

5/5

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: **STATE**

Budget Amendment: **3**

The Clinton City Board of Education at a meeting on the 12th day of May, 2022, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2022.

SEE ATTACHED LISTING

Total appropriation in current budget	\$22,296,786.68
Total increase/decrease of amendment	\$92,372.00
Total appropriation in amended budget	\$22,389,158.68

Passed by majority vote of the Clinton City Board of Education on the 12th day of May 2022.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this _____ day of _____ 2022.

Linda S. Brunson
Chairman, Board of Education

[Signature]
Secretary, Board of Education

Chairman, Board of County Commissioners

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: STATE

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
1.5350.016.198.000.000.00	Salary- RtA Teacher <i>Read To Achieve Allotment for summer 2022</i>	\$55,292.00	
1.5120.014.418.308.308.00	Computer Supplies & Software <i>Adobe License Reduction</i>		\$450.00
1.5850.016.198.000.000.00	Summer RtA Tutoring	\$22,483.00	
1.5350.016.198.000.000.00	Summer RtA Tutoring <i>RIA Second Allocation and DPI Adjustment</i>		\$14.00
1.5210.029.142.000.000.00	Salary- Teacher Assistant <i>Reversion of Funds not used – TA hired later in yea</i>		\$3,803.00
1.5110.130.412.000.000.00	Textbooks <i>Indian Gaming Funds</i>	\$18,864.00	

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: Capital Outlay

Budget Amendment: 1

The Clinton City Board of Education at a meeting on the 12th day of May, 2022, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2022.

SEE ATTACHED LISTING

Total appropriation in current budget	\$567,352.68
Total increase/decrease of amendment	\$333,060.00
Total appropriation in amended budget	\$900,412.68

Passed by majority vote of the Clinton City Board of Education on the 12th day of May 2022.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this _____ day of _____ 2022.



Chairman, Board of Education

Chairman, Board of County Commissioners



Secretary, Board of Education

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: CAPITAL OUTLAY

CODE	DESCRIPTION	INCREASE	DECREASE
4.4491.440.000.000.000.00	K-12 Athletic Facilities Grant <i>NCDPI Athletic Grant-Approved for Track Rehabilitation</i>	\$106,536.00	
4.4910.000.000.000.000.00	Fund Balance Appropriated <i>Appropriated for Track Rehabilitation at Board Request</i>	\$226,524.00	

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: **FEDERAL**

Budget Amendment: 2

The Clinton City Board of Education at a meeting on the 12th day of May, 2022, passed the following resolution:


Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2022.


SEE ATTACHED LISTING

Total appropriation in current budget	\$14,023,627.43
Total increase/decrease of amendment	\$186,128.00
Total appropriation in amended budget	\$14,209,755.43

Passed by majority vote of the Clinton City Board of Education on the 12th day of May 2022.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this _____ day of _____ 2022.



Chairman, Board of Education


Secretary, Board of Education

Chairman, Board of County Commissioners

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: FEDERAL

CODE	DESCRIPTION	INCREASE	DECREASE
3.5350.176.121.000.000.00	Salary- Teacher	\$4,165.00	
3.5350.177.121.000.000.00	Salary- Teacher	\$2,592.00	
	<i>Increase in allotments for Summer Bridge and CTE Accelerator Programs</i>		
3.5230.049.411.316.000.00	EC- Supplies and Materials		\$5.00
	<i>Actual vs. Planning Allotment</i>		
3.5330.050.411.000.000.00	Supplies and Materials	\$4.00	
	<i>Actual vs. Planning Allotment</i>		
3.5210.060.121.000.000.00	Salary- Teacher	\$31,193.00	
	<i>Actual vs. Planning Allotment</i>		
3.5110.103.163.000.000.00	Salary- Substitute	\$104.00	
	<i>Actual vs. Planning Allotment</i>		
3.5270.104.198.000.000.00	Salary – Tutor	\$491.00	
	<i>Actual vs. Planning Allotment</i>		
3.5110.108.411.000.000.00	Supplies and Materials	\$154.00	
	<i>Actual vs. Planning Allotment</i>		
3.5110.171.411.000.000.00	Supplies and Materials	\$5,379.00	
	<i>Actual vs. Planning Allotment</i>		
3.5330.181.418.000.000.00	Computer Supplies	\$18,831.00	
	<i>Increase in Allotment from DPI</i>		
3.5210.185.411.000.000.00	Supplies and Materials	\$40,106.00	
	<i>Actual vs. Planning Allotment</i>		
3.5230.186.411.316.000.00	Supplies and Materials	\$4,272.00	
	<i>Actual vs. Planning Allotment</i>		
3.5110.203.180.000.000.00	Salary- Bonus	\$22,633.00	
	<i>Additional To Cover Covid Bonus from DPI</i>		
3.5860.191.311.000.000.00	Contracted Services	\$25,919.00	
	<i>ESSER- Missing Student Allotment</i>		
3.5860.192.311.000.000.00	Contracted Services	\$30,290.00	
	<i>ESSER – Cyberbullying & Suicide Prevention</i>		

SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson
Health Director



360 County Complex Rd., Suite 200
Clinton, NC 28328

To: Mr. Edwin Causey
County Manager

Susan Holder
Assistant County Manager

From: Wanda Robinson
Health Director

Subject: County Commissioner's Agenda Items-Consent Agenda

Date: May 25th, 2022

Attached are the items that will be presented for approval by the Health Advisory Board on May 16, 2022. These are being submitted for approval by the County Commissioners.

I. SCHD CPT Update 21-22

Thank you for your assistance.

Attachments:
-SCHD 21-22 CPT Update

Sampson County Health Department Fees/CPT Update

05/16/2022

Date Added	Name of Procedure	LabCorp Order Number	CPT Code	Price
04/26/2022	Rabies Titer	N/A	86382	\$69.00

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 5

Meeting Date: June 6, 2022

Information Only
 Report/Presentation
 Action Item
 Consent Agenda

Public Comment
 Closed Session
 Planning/Zoning
 Water District Issue

INFORMATION ONLY

For all Board Information items, please contact the County Manager's Office if you wish to have additional information on any of the following.

- a. March 21, 2022 Minutes from SCHD Advisory Committee Meeting
- b. March 21, 2022 Minutes from Dangerous Dog Appeal Hearing
- c. 2021 Sampson County Community Health Assessment (CHA)

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: May 20th, 2022

Attached are items that will be presented for approval by the Health Advisory Committee on May 16, 2022. They are being submitted as informational items for the County Commissioners.

- I. March 21, 2022 Minutes from SCHD Advisory Committee Meeting
- II. March 21, 2022 Minutes from Dangerous Dog Appeal Hearing
- III. 2021 Sampson County Community Health Assessment (CHA)

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

Attachments:

- March 21, 2022 Minutes from SCHD Advisory Committee Meeting
- March 21, 2022 Minutes from Dangerous Dog Appeal Hearing
- 2021 Sampson County Community Health Assessment (CHA)

SCHD Advisory Committee Meeting Minutes Monday, March 21, 2022

Attendance: Board Members- Jeffrey Bell, Linda Peterson, Robert Butler, Yire Hernandez, Jacqueline Howard, Commissioner Lethia Lee, Shane Sundlie (inducted at this meeting).
Health Department and Administration Staff- Wanda Robinson, Cherish Allen, Tamra Jones, Kelly Parrish, Kory Hair, Erin Ellis, Emily Spell, Edwin Causey, and Joel Starling.

- I. **Call to Order:** Dr. Jeffrey Bell
- II. **Invocation:** Robert Butler
- III. **Induction of New Advisory Committee Member:** Dr. Shane Sundlie was sworn in as a member of the Sampson County Health Department Advisory Committee by Cherish Allen.
- IV. **Approval of Minutes:** January 24th, 2022- Motion to approve made by Robert Butler; 2nd by Linda Peterson. All in favor.
- V. **Advisory Board Presentation:** Wanda, Kelly and Kory presented their pieces of the Sampson County Health Department, Year in review 2021 presentation. Kelly reviewed the timeline of COVID-19: Early 2021 COVID surge started; Summer of 2021, although there was a brief decline in cases, vaccines demand went started to rise; Fall/Winter of 2021 the new Delta variant came with greater transmissibility. The Delta surge did not dissipate before the Omicron induction. In total the SCHD held 8 mass testing events, 51 testing clinics and performed 4,216 tests. Wanda explained that even during the peak of COVID the Health Department never stopped providing services in their clinics and never ran out of COVID vaccine. During this time Environmental Health hit a staffing shortage and then hired a EH Supervisor and 2 interns. She emphasized that while EH was catching up, their numbers never went down. She mentioned that routine services still continued at the Health Department during the COVID-19 Pandemic. See slides for further detail. *This serves as the BOH/Adv. Committee annual training.
- VI. **2021 SCHHD Communicable Disease Report:** Emily Spell, SCHD Clinic Supervisor, reviewed the report. She explained that the CD program involves several communicable disease sections that include Communicable Diseases, such as Rabies or Salmonella; Tuberculosis; Vaccines Preventable Diseases, such as Pertussis/Whooping Cough; and Sexually Transmitted Diseases, such as HIV or Gonorrhea. In 2021, COVID-19 continued to be the focus of the SCHD public efforts. She stated that the CD program staff normally consists of four nurses that are responsible for the surveillance, reporting, investigation, and follow-up of communicable disease in our county. Due to the COVID-19 pandemic several additional staff had to be utilized to assist us in the response efforts of the SCHD. Emily explained the CD Program Staff is required to use the NCEDSS (the North Carolina Electronic Disease Surveillance System). This system is an electronic data entry system for monitoring, managing, and reporting of diseases in Sampson County and throughout the state of NC. Total Covid cases for 2021 was 7,306 which was higher

than the 5,004 cases in 2020. See attached report for all Communicable Disease cases in 2020 and 2021.

VII. Opioid Update: Joel Starling, County Attorney gave an update on the Opioid lawsuit. Sampson County is one of the thousands of units of local government in the US that did participate in litigation against some of the suppliers and pharmaceutical chain that led to the national opioid litigation. A settlement has been announced that is worth about \$26 billion, nationally. Originally, NC was projected to received about \$850 million; however, \$100 million of that was Perdue bankruptcy. The department of justice appealed the confirmation of their chapter 11 plan, and the district court reversed the bankruptcy. Due to this, all of this is still currently changing. If resolved, amount will go back up to \$850 million. The district court will not however allow the Sackler family get releases. Over the period of 18 years there will approximately \$750 billion paid out to NC. Sampson County is projected to get \$3.991 million and will be required to be placed in a special revenue fund. Joel stated that in the next month they will start engaging in a planning process. They are required to meet once a year to discuss how these funds will be spent. There are several different strategies in which can be used to spend the money. More information to follow. All agencies will need to be involved.

VIII. Financial

- a) Monthly Update: Tamra updated the EP numbers and reviewed. WIC is steady, Immunizations are still up, EH numbers are still high. Tamra reviewed February Medicaid and local Revenues, which are staying constant. No questions. Report is attached for further detail.
- b) AA 620: Wanda proposed to give funding received to the County/City Schools. AA 620 funding is for a School Health Liaison or someone to help the schools with Covid. Money in time limited and must be spent by May 2023. Wanda has met with both superintendents. They would like the funding if approved. She would like this contracted out by April 1, 2022. Motion to accept proposal of contracting out funds in the amount of \$199,383 made by Jacqueline Howard; 2nd by Robert Butler. All in favor.
- c) SCHD FEE/CPT Code Update: Tamra stated that the HD can now charge \$65 for pediatric Pfizer vaccine. Previously charging \$40. Motion to accept fee update made by Linda Peterson; 2nd by Yire Hernandez. All in favor.
- d) Budget Message: Tamra reviewed the budget drivers for the FY 22-23. See attached.

VIII. Public Comment: None

IX. Adjournment: Motion to adjourn made by Robert Butler; 2nd by Linda Peterson. All in favor.

Next meeting May 16, 2022.

Absent ^{5/16/22} ^(S11)

Dr. Jeffrey Bell Date
Advisory Committee Chair

Wanda Robison ^{5/16/22}

Wanda Robison Date
Secretary

Linda Peterson ⁵⁻¹⁶⁻²²

Linda Peterson Date
Advisory Committee Vice Chair

**SCHD Advisory Committee
Dangerous Dog Appeal Hearing Minutes
March 21, 2022 at 6:30 pm**

Attendance

Board Members: Linda Peterson, Yire Henandez, Leitha Lee, Jacqueline Howard, Robert Butler, Dr. Cynthia Davis.

County Employees: Wanda Robinson, Joel Starling, SGT. Jessica Byrd and Cherish Allen

Speakers: Hector Medellin, Sarah Medellin, Francisco Medellin, Sergio Rosas, Robert New, Carrie New, SGT. Jessica Byrd

I. **Call to Order:** Linda Peterson called Hearing to order. Dog in question is Chewey, Owner is Hector Medellin and Sarah Medellin.

II. **Dangerous Dog Hearing:**

a) Overview of Dangerous Dog Hearing Process: Linda Peterson reviewed Article 1A. Dangerous Dogs Sections (a) (1) a. and b; (2) a. b. and c. (See attached). Dr. Jeffrey Bell stated "Our process is we will have a statement from the owner, who will be given 5 min for her testimony. Then any witness will also be given 5 min uninterrupted. Then the board will ask any questions. Then we will hear from the plaintiff, if present. Then last, we will hear from Officer Kittrell. Board will review facts we were given, then decide if we will uphold the officer's dangerous dog or overturn it."

b) Public Comment:

Linda Peterson called Hector Medellin to the table. Hector was sworn in under Oath by Wanda Robinson.

- Hector: "I was walking Chewey in my front yard. I left him to run inside and get a jacket. I knew I shouldn't have left him but it was just a few minutes." A few minutes later his sister came in and asked if he had tied the dog up? He stated at the time the sister came in and asked, he was then playing his video game. Hector stated that he went outside and looked for Chewey, called his name, but could not find him. He went out again, and Chewey was sitting in his front yard. Hector said, "Chewey is not dangerous. He is protective of his home and yard. He barks at strangers but when new people come over his sniffs them to get to know them, not dangerous."

Dr. Davis asked Hector the following: How long was he inside playing the game? Hector responded, "Not long maybe 3 or 4 minutes it was just a hunting game." How often is the dog left outside unattended or not restrained? Hector responded, "Not much. He is with me or my mother or sister or brother." Has the dog ever bit anyone? Hector responded, "No." Chewey had been trained with a bite jacket, therefore you have done bite work with this dog? Hector responded, "Yes, but only for protection. He is

protective and if they come in this yard he will bite them." I do not see why he would leave and bite someone he is not ferocious he just stands his ground."

Jacqueline Howard asked when Chewey barks at strangers coming in the yard is it an aggressive bark? Hector responded, "Yes, he is a German Shepard, full breed from South Carolina. You know those military jackets, we trained him to be protective and territorial. He has been trained to protect because we have been robbed in the past. He stands his ground."

Linda Peterson asked Hector the following: How far is your home form the News residence? Hector responded, "There's our house then a ditch then right across. Maybe a couple of hundred yards." Where is the dog when you are not home or not training/playing with him? Hector responded, "He is tied to a power cord cable outside by garage. He is mainly outside but comes in in the rain and cold. He is mainly outside because he is too big to be inside."

No further questions for Hector Medellin from the Board.

At his time Linda Peterson called Sarah Medellin to the table. Ms. Medellin was sworn in under Oath by Wanda Robinson.

- Sarah Medellin: "We had Chewey, our dog, since he was 6 weeks old. He was my son's birthday gift we went all the way to South Carolina to get him. We trained him to be a guard dog, that's it. Not to attack or get aggressive. As time got older, he's three almost four. When he sees another dog, he goes and plays with them. They may not see it as playing but he is. As time goes on his wire leash snaps overnight. At night when he broke the leash, I'm not sure what happened, I'm at work. I don't know. My dog is not aggressive. When people come over, they pet him with no issue. I do not know why my dog does not like him. This is the 3rd time that this has happened. The other time, we didn't have an issue other than animal control came and said if it happened again, he would be put down or taken away. We do not want that, none of that. It's my son's baby. He is our son. He is not aggressive. I can not say if he did or did not attack them. He will stand his ground when people come over. He may sniff you or lick you but that's it. There is no one else around with a dog. He has never attacked, so for him being a dangerous dog, I don't see that. This situation is painful and is the longest we have been without him. My son cried himself to sleep that night because he doesn't know if he is coming back. This is very painful to not know if he is being fed or taken care of."

Dr. Davis asked Ms. Medellin the following: Is Chewey was up to date on all his vaccinations and up to date on Rabies? Ms. Medellin responded, "No." When he goes to the Vet does he have to be muzzled? Ms. Medellin responded, No." Has he been to the vet recently? Ms. Medellin responded, "No. We only took him when we first got him." Is there a reason he has not been castrated? Ms. Medellin responded, "When we got him

only my husband worked. When they told us the prices and we only had one income we could not afford it." Dr. Davis determine that Chewey had never had a rabies due to age of last vaccines at 6 weeks. Dr. Davis stated that 12 weeks is the earliest he could have had a rabies vaccine.

No further questions for Ms. Medellin from the Board.

At this time Linda Peterson called Francisco Medellin to the table. Francisco was sworn in under oath by Wanda Robinson.

- Francisco: "My dog is trained to attack at his territory, where we stay at. Other than that, I have friends that come over, go up and pet him with no problems. If I hold Hector the dog does become aggressive. He's a good dog. When he sees the neighbor's dog, he barks at him. I am not there anymore because I work everyday but he is a good dog."

No questions for Francisco from the Board.

At this time Linda Peterson called Sergio Rosas to the table. He was sworn in under oath by Wanda Robinson.

- Sergio: "Chewey, he's a really nice. Everytime I come over he gets really playful. He's really nice. We play a lot but when he thinks I'm going to hurt Hector he barks, but he's really nice. When other friends come over, he doesn't do anything. He knows how to sit down, eat, shake a hand, and lay down. He is big but really nice."

No question for Sergio from the Board.

This was the last of witnesses called by the Medellin's.

At this time Linda Peterson called Robert New to the Table. He was sworn in under oath by Wanda Robinson.

- Robert New: Mr. New started by stating he was nervous as he never wanted any of this to happen. He also Thanked the Board for their time. "We have went out of our way to keep this from escalating. But I am here today for my daughter and my wife who are scared to go into the yard because they do not know what's going to happened. When you have a dog in your yard that's not your dog coming at you, its troubling. I have tried everything I could to keep this from happening. This is not the first time; this dog constantly comes over. The incident we are here for is on that Wednesday night we were getting ready for church. My daughter was leaving first on her car to go down to her grandmothers to set up her TV so she could watch Wednesday night service because she can't get out. I was sitting at the table and my daughter said bye, not even 5 seconds later my daughter was screaming her head off. My first thought was that dog. When I walked

outside, she was pinned between the door and the car as the dog walked around the back of the car and just stopped. I started screaming, "Get out Chewey, get out!" I'm pretty loud so I'm sure someone could have heard me. I'm sorry we are here; this is not what we wanted but I'm tired of my daughter and wife living in fear that they can not even go out into the yard. I do not think that is right. As a matter of facts, I will say this too, every morning I have to go out in my garage and see if that dog is in my yard. The very next morning, Thursday morning, that dog was in my yard again. I saw him in my yard again as I was going down the driveway. I'm not a person who sits on my phone, but I had enough sense to take a picture of him at the end of the road. I don't know about the chain thing, but this is a constant thing for me it to see that dog in my yard. I have not called him or provoked him but he seems to be there. My wife calls me during the day and tells me Chewey is in the yard and that's a lot to deal with. Again, I am sorry we are here, this is not what we wanted. I think we have went over and beyond. My wife was actually attacked by this dog about 2 years ago. She made the decision then not to do anything about it. We decided to give it another chance. We have given chance after chance after chance. I feel like we are prisoners in our own yard. I'm not mad, I'm sorry."

Jacqueline Howard asked, "How often does this happen? Once a month or more frequent than that? Mr. New responded, "Probably. And its other people too. They will call. My wife will call too and say Chewey is in our front yard just laying there. I'm at work and my wife is scared to go out of the house. I'm sure she is because the dog actually did attack her. And we brought the jacket from the previous incident where he bit through it. Thank god for the man in the truck that was going by and stopped to helped her."

Robert Butler asked Mr. Starling if we could refer to the 2019 incident listed in the report. Mr. Starling stated that arguably it was relevant.

Robert Butler asked Mr. New what happened in 2019. Mr. New responded, "I was not home but my wife was outside cleaning up some brush by the mailbox. Chewey came over aggressively and bit her jacket. Someone was home over at their house because they came over after a guy in a potato truck stopped and helped my wife. Robert Butler asked if she had the jacket on? Mr. New responded, "Yes she had the jacket on and if it wasn't for the man in the potato truck that stopped, I do not know what would have happened."

No further questions from the Board.

At this time Linda Peterson called Carrie New to the table. She was sworn in under oath by Wanda Robinson.

- Carrie New: Carrie stated that she never thought she would have to testify about a dog as she loves dogs, at times, too much. She stated that she has had several dogs in her lifetime. "It's hard for me to look at other people's dogs now. It isn't the first time this has happened. My cousins come over and ask if the mean dog is going to be in the yard today because they are scared to play in the yard. The incident in question where it happened to me; I was leaving the house. I looked at my phone it was 6:54. I was leaving to help my grandmother. I went outside and I noticed that our dog's bowls were spread out and it bothered me because my dog doesn't do that or behave like that. I went to go fix them, What I normally do with my foot is scape the bowl over. When I turned back towards my car, I didn't think anything of it. I heard it before I saw it. Then he came at me. I didn't have anything because I do not keep weapons on me. I ran back to my house and got really scared. I was shaking and scared that he would attack me. I wasn't wearing anything protective. I'm glad my mom was wearing that jacket that day or I don't know what would have happened. I only had my bible. I threw my bible at him because that's the only thing I had to keep him from getting to me. Thank God my dad was opening the door at this time. Then he left but I couldn't stop shaking. It's not the fact that the dog is in our yard that bothers me it's the fact that I am too scared to go to the mailbox when I'm home alone because I don't know if he will be there. I do not hurt animals because that's not the person I am. This bothers me because I know how much you can love your dog and I have lost several and I hate that we are here." Carrie explained that she is now scared of anything that looks like Chewey because of the severity the situation. Carrie stated that she did not want to be in this position, and she does not ask for any violence towards any animal. "I have never seen a dog this aggressive."

Robert Butler asked, "How did the dog come at you? Did he come up wagging his tail? Did he come up snarling and growling?" Carrie responded, "He was not facing me. When I moved the dog bowl, I think I startled him because it makes a lot of noise. He just came at me and started barking and I got scared because I didn't know what to do. He was already growling at me, and I hadn't done anything but move the dog bowl. I didn't harass him and probably would have tried to pet him had I seen him."

Jacqueline Howard asked if the dog was barking aggressively. Carrie responded, "Yes Ma'am."

Dr. Davis asked if the dog was looking at her or away from her? Carrie responded, "He was with my dog. They aren't aggressive but he has been rough with my dog before. My dog is passive and chill. He barks but I don't think he could bite someone. Every time I've ever seen that dog its been in an aggressive behavior. And I understand it's a German Shepard and they are meant to be aggressive, and they are trained to do things normal dogs wouldn't do. This goes beyond a level of protection; in other words, this dog is feral."

Linda Peterson asked if he was playing with Carrie's dog. Carrie stated, "I wouldn't call it playing. Our dog isn't protective of us. He actually runs away from the dog." At what point did the dog turn away from your dog to you? Carrie responded, "After I moved the dog bowl. It was a loud noise that startled him. I think I re-arranged my keys, and they make a lot of noise. I think that was when he started coming at me and I tried to back away from him."

Dr. Davis asked if Carrie could describe his body posture. Was he standing, crouching, sitting? Carrie responded, "He wasn't sitting he was standing on all four legs. He was rigid and his tail was straight up in a defensive position. He came low at me. Was he barking or growling as he was approaching you? Carrie responded, "I honestly couldn't tell you because I was screaming."

No additional questions from the Board.

This was the last of witnesses called by the New's.

Linda Peterson called Sgt. Jessica Kittrell to the table. She was sworn in by Wanda Robinson.

- Sgt. Jessica Kittrell: "As far as distance from both residence it's about a football field but they are directly across. Referring to the incident in 2019, I will be perfectly honest with you, I stated that if I had to respond to that house again, if they were not there to confine that dog I would probably have to shoot and kill it. Agreeably with the News description, it is very aggressive. We deal with them at the residence. In 2019 when I dealt with Chewey he was aggressive at his residence. When I went to impound him the day after the incident happened again very aggressive, however this time he was tethered. At the shelter he is showing me what I call an unsocialized dog. Meaning this dog has not been socialized to strangers or other people. He will take a treat from my hand and go right back to the back of the kennel with his tail tucked the entire time. He is not trying to get to know me or sniff my hand. He is not trying to socialize himself to me. As soon as his owner came out, immediately different dog. They walked up and petted him, and he calmed down, tail wagging. As soon as owner left, he went back to being ears on point no tail." Sgt Kittrell stated that Deputy Price, her newest animal control officer, who use to be a k-9 handler and is a huge German Shepard advocate, also so the lack of socialization with Chewey. She stated that the issue with Chewey is that he is not socialized with others. "When he is approaching or encountering someone other than the owners that he is not familiar with, he is showing aggression." Sgt. Kittrell stated that had she known about the bite training she would have put that in her report, she was unaware. She stated you do not want to have an unrestrained dog that has had bite work. Those are animals that have to have care and supervision and should not run at large. She

reminded the Board that this incident happened off of the dog's property while unsupervised.

Dr. Davis asked if Sgt. Kittrell if she had any interaction with Chewey with the owners actively handling him. Sgt. Kittrell stated that in 2019, even with owner there, she probably wouldn't have been able to confine him. He was tethered in this incident with a metal/plastic cable that they had tied to the collar due to being broken. She stated that Chewey's behavior was extreme but calmed down after the owner stepped out. Even so, she would not have attempted to confine him. The owner didn't have any issues loading the dog, even on the leash outside of boundaries. He was constantly looking at the owner for direction. Sgt. Kittrell stated that shelter staff can now, after some time, move him from kennel to kennel but that is it.

No further questions from the Board.

- c) Discussion: Robert Butler stated that being aggressive on your property is not the issue. The problem is when you leave your property and continues to be aggressive. Dr. Davis stated she is concerned that there is a trained bite dog, not up to date on his rabies vaccination living outside unsupervised. She stated this was a red flag and risk factor. Jacqueline Howard asked Dr. Davis if Chewey was extending his own territory by continuing to go to the New's garage. Dr. Davis stated that he will go where he choses if not properly restrained. Not being neutered will also cause him to travel and be opportunistic. It was discussed between Robert Butler and Dr. Davis that this dog has had bite work but is not trained. Dr. Davis stated that this might be worse than a trained dog. The question is who can call him off? Trained dogs have a stop command. Dr. Davis stated it sounds like he has been trained to chew on coats, when provoked.

No further discussion.

Linda Peterson requested that the Board vote if no other questions or discussion. She asked for a show of hands of all members that vote to uphold the Dangerous Dog determination; 6 members raised their hands. She then asked if any members opposed; 0 members raised their hand.

Determination of the Dangerous Dog, Chewey- Upheld.

III. Adjournment: Meeting adjourned by Dr. Jeffrey Bell.

ABSENT ^{5/16/22}
(PT)
Jeffrey G. Bell Date
Chair

Wanda Robison ^{5/18/22}
Wanda Robison Date
Secretary

Linda Peterson ⁵⁻¹⁶⁻²²
Linda Peterson Date
Advisory Committee Vice Chair



SAMPSON COUNTY, NORTH CAROLINA



Health ENC

Working Together for a Healthier Eastern North Carolina



Contact Information

Sampson Regional Medical Center (SampsonRMC) and Sampson County Health Department (SCHD) work together to complete the Sampson County Community Health Needs Assessment. SampsonRMC and SCHD have a positive and productive working relationship and are committed to continuing their work together to improve the health of the citizens of Sampson County.

Sampson Regional Medical Center will have an electronic copy of this report at www.SampsonRmc.org. Paper copies may be requested by contacting SampsonRMC Community Wellness Coordinator at 910-596-5406 or srmcpr@sampsonrmc.org.

Sampson County Health Department will have an electronic copy of this report at www.sampsonnc.com. Paper copies may be requested by contacting Sampson County Health Department at (910) 592-1131.

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Executive Summary

Vision Statement

The Community Health Needs Assessment (CHNA) provides the foundation for improving and promoting good health in our community. The CHNA process gives key stakeholders in Sampson County the opportunity to work together to understand and address the most important community health issues. With this process, our goals are to: identify and address key health needs/issues; plan health and disease prevention services; and improve health, partnerships, and communication. Together, Sampson County stakeholders will create a Community Health Improvement Plan (CHIP).

Leadership

Sampson Regional Medical Center (SampsonRMC) and Sampson County Health Department (SCHD) work together to complete the Sampson County Community Health Needs Assessment. SampsonRMC and SCHD have a positive and productive working relationship and are committed to continuing their work together to improve the health of the citizens of Sampson County. Along with SampsonRMC and SCHD, the NC Extension Agency plays an integral part of the leadership team. The leadership team includes:

- Robin Palmer, M.B.A., Community Wellness Coordinator - Sampson Regional Medical Center
- Sydney (Luke) Smith, B.S., Public Health Educator II - Sampson County Health Department
- Sydney Knowles, M.A., Health Education – NC Extension Agent, Sampson County

Partnerships/Collaborations

Community wellness stakeholders have been engaged throughout the data results presentation and follow-up meeting to discuss and confirm Sampson County's health priorities. The following are some of the community leaders involved in the process:

- ❖ Jerol Kivett - Sampson County Commissioner
- ❖ Ed Causey - Sampson County Manager
- ❖ Nancy Dillman - Sampson County Human Resources Director
- ❖ Jonathan Allen - Clinton Recreation and Parks Director
- ❖ Shelvia Ashford - Clinton City Human Resource Director
- ❖ Mary Rose - Clinton City Planning and Development Director
- ❖ Marvin Rondon - SCC Acting Dean of Student Services
- ❖ Anthony Davis - Clinton City Interim Chief of Police
- ❖ Wesley Johnson - Clinton City Schools Superintendent
- ❖ Shirley Williams - SHAC Chair, CCS Director of Student Services

- ❖ Jennifer Daughtry - SHAC Chair, Director of Secondary Ed.
- ❖ Jared Barrier - YMCA Director
- ❖ Diane Barwick - Coordinator-CCS Healthier Lives and Beyond
- ❖ Melissa Reese - Community Relations Specialist, Eastpointe
- ❖ Lauren McCallum - Asst Director, Nutrition Education, Poe Center
- ❖ Veronica Stevens - Director of Nursing, SCC
- ❖ Kristy Bland - Business Development Liaison, SampsonRMC
- ❖ Deanna Joyner - Sampson County Substance Abuse Coalition

Regional/Contracted Services

Sampson County is part of Health ENC, which is a program of the Foundation for Health Leadership & Innovation (FHLI), a nonprofit organization focused on improving health in North Carolina. Health ENC is a collaborative of more than thirty counties which works together to identify health issues and concerns across eastern North Carolina (ENC).

Theoretical Framework/Model

A Population Health Model guides the CHNA process and is being used to improve the health and wellness of communities across eastern North Carolina. This simply means using a model that focuses on health equity and the many distinct factors that drive health outcomes, including health behaviors, clinical care, social and economic and physical environment factors. These are important because they all contribute to health and wellness. Knowing which factors or combination of factors contribute to poor health outcomes can provide critical information for developing prevention and intervention strategies to improve health.

Collaborative Process Summary

The most recent Community Health Needs Assessment began in the Spring of 2021. The Community Health Survey was distributed in April 2021 and was available through June 2021. Both primary and secondary data was shared by Health ENC as a PowerPoint presentation in October 2021. There were errors and edits, and the presentation was recalled, and an updated version was sent in December 2021. The information was shared with community stakeholders in February 2022 and health priorities were set. The final report will be completed by June 2022.

Key Findings

The Community Health Needs Assessment (CHNA) uses both primary and secondary data to identify health trends, needed resources, and opportunities related to improving the health of Sampson County.

The primary data includes the Community Health Survey. The list of community issues that were ranked by residents as most affecting the quality of life in Sampson County are:

- Low income/ Poverty was the most frequently selected issue.
- Drugs (Substance abuse) was ranked second by survey respondents.
- Lack of Community Resources ranked as the third issue most affecting quality of life in Sampson County.

The secondary data includes leading causes of death, socio-economic factors like poverty, unemployment, and education. Some of the significant health indicators and determinants of Premature Death in Sampson County include adult smoking rate, adult obesity numbers, number of teen births, leading causes of death, percentage of the population that is uninsured, and percentage of children living in poverty.

Knowing which factors or combination of factors contribute to poor health outcomes can provide critical information for developing prevention and intervention strategies to improve health.

Health Priorities

The Premature Death rate (years of potential life lost before age 75) in Sampson County is significant and much higher than the NC state rate and it encompasses many issues that factor into good health and mortality. Because there are so many factors that drive health outcomes (like Premature Death rate), a population health framework is being used to improve health and wellness. This simply means using a model that focuses on the many varied factors that drive health outcomes, including health behaviors, clinical care, social and economic and physical environment factors. These are important because they all contribute to health and wellness.

This aligns with the Healthy NC 2030 action plan, which uses this population framework approach to direct state and local efforts of improving community health. In the past, Healthy NC plans have focused on individual health topics, which we aligned with in previous community health improvement plans.

As health priorities, Sampson County has chosen to continue its work on:

- **Obesity**, through exercise and nutrition. When obesity is addressed, chronic diseases (affected by exercise and nutrition) are also impacted.
- **Substance Use**
- **Teen Pregnancy**

Next Steps

Community health stakeholders, who were positively engaged in the data findings report meeting, met to discuss best ways to collaborate moving forward. Discussion continued about Sampson County health issues, along with a proposal and confirmation of the three specific health priorities.

Community health stakeholders will break into sub-committees to address each specific health priority. The ultimate goals are to:

- Collaborate to ensure our county resources are best utilized and that the health concerns are addressed in the most efficient and effective way
- Communicate, support, and promote each other's programs so our community is aware of and utilizes our resources
- Improve the health, partnerships, and communication within our community

As a guide, a logic model will be used. A logic model represents a picture of how your effort or initiative is supposed to work. It explains why your strategy is a workable solution to the problem at hand. Effective logic models make an explicit, often visual, statement of the activities that will bring about change and the results you expect to see for the community and its people. A logic model keeps participants in the effort moving in the same direction by providing a common language and point of reference.

Chapter 1 Introduction

Description of County

Sampson County is the second largest county in North Carolina. Tucked into the southeast corner of North Carolina, known as the Coastal Plains, is beautiful Sampson County, which is bordered on the east by three hundred miles of beaches and in the west the Blue Ridge and Great Smoky Mountain ranges. The county is rich in recreational activities on waterways, trails, and farms. Clinton is the largest of several small towns and communities comprising the county. Sampson County is quiet and rural, often referred to as a nice place to raise children. Currently, there is a major highway expansion project (to widen Hwy 24) underway.

Overview of Health ENC

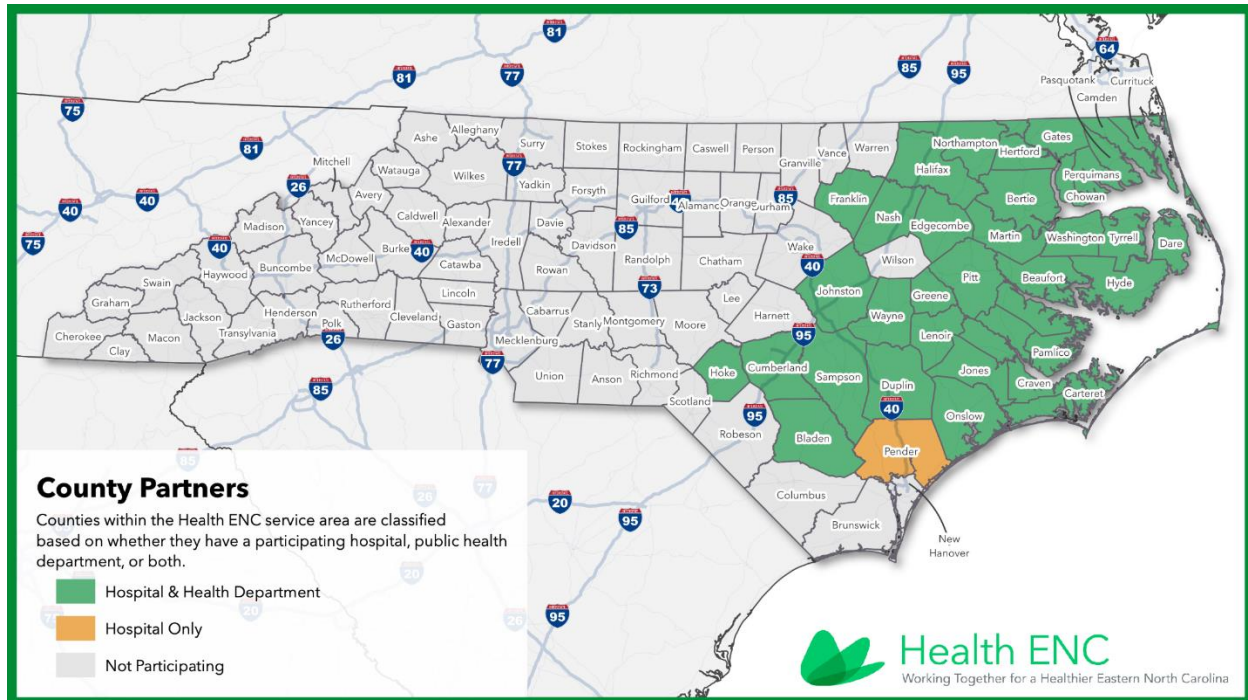
Health ENC is a collaborative initiative of health departments and hospitals in eastern North Carolina. The collaborative serves 35 counties with 34 participating health departments and 31 participating hospitals. The collaborative uses a shared approach for primary and secondary data collection to produce a comprehensive Regional Community Health Needs Assessment every three years that can be used to partially satisfy requirements for North Carolina Local Health Department Accreditation and the Internal Revenue Service requirement under the Patient Protection and Affordable Care Act for charitable hospitals.

Overview of Community Health Needs Assessment Process

The Community Health Needs Assessment Process gathers population health data that county health departments, hospitals, community groups can use to:

- Identify key health needs/issues in eastern North Carolina Communities
- Develop strategies and action plans based upon data aim to improve the quality of life
- Collaborate to maximize results by having a collective impact in the region
- Maintain local control and decision-making about the choice of health priorities and interventions
- Improve health, partnerships, and communication

Participating Health ENC Counties



Health ENC serves the following counties: Beaufort, Bertie, Bladen, Camden, Carteret, Chowan, Craven, Cumberland, Currituck, Dare, Duplin, Edgecombe, Franklin, Gates, Greene, Halifax, Hertford, Hoke, Hyde, Johnston, Jones, Lenoir, Martin, Nash, Northampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Sampson, Tyrrell, Washington, and Wayne Counties.

Health Data Sources

Primary Data – Community Survey

Survey Methodology/Design

The Health ENC Steering Committee structured the primary data collection for participating health departments and hospitals. The primary data used in the Community Health Needs Assessments included (1) a community survey that could be distributed online or by a paper submission and (2) focus group discussions in some counties. The Health ENC Steering Committee did not encourage focus groups for the 2021-2022 Community Health Needs Assessments because of the global COVID-19 pandemic. However, some counties were able to hold focus group discussions safely despite significant challenges in collecting enough survey responses to accurately represent their community's population. Sampson County did not hold focus group discussions for the 2021-2022 Community Health Needs Assessment.

Survey Design:

The Health ENC Steering Committee developed a primary survey to gather information from community members about their health concerns. A workgroup of Steering Committee members convened and examined survey questions utilized in the 2018-2019 Community Health Needs Assessment. The workgroup also examined data readily available from secondary data sources. The workgroup focused on developing survey questions to obtain data from community members which was not readily available in the secondary data or where secondary data was weak. In addition, workgroup members worked to combine questions where appropriate and to be more inclusive in the wording of response choices. The Steering Committee reviewed the sample survey questions and made a few additional revisions to assure the survey only contained questions where community input was needed to guide health priority selection and strategic action planning.

Once the survey questions were finalized, the Steering Committee decided on targets for each county. Because the survey was a convenience sample that was being conducted during a global pandemic (COVID-19), each county was asked to complete a minimum of 300 surveys with representation from as many community groups as possible to assure sufficient sampling to represent the full community. The target of 300 surveys per county was identified through previous work with data analysis vendors who examined each county's population and confirmed this number should provide an accurate reflection of the total county's population, if responses reflected the population demographics equally.

The surveys were made available to the public from April 1 – June 30, 2021, in paper format and electronically using the REDcap software. Health ENC partners received feedback throughout the survey period on the age, gender, race/ethnicity, and language of survey respondents to assist them in promoting the surveys to various community members within their counties. At the completion of the survey period, 16,661 English surveys and 502 Spanish surveys were completed. Most counties did not have an equally distributed response to surveys to represent their entire county's population. As a result, survey responses should be considered as only one component of information utilized to select health priorities. Sometimes, underserved populations' feedback is not adequately reflected in surveys. Health ENC partners were encouraged to include key stakeholders, who served these populations, in the health priority selection process to assure many of their clients' health needs were considered.

The surveys consisted of 25 questions. Paper copies were distributed at the health department (SCHD) sponsored drive-through COVID-19 vaccine clinics. Electronic versions were sent to various organizations - Sampson County and Clinton City employees, Clinton City and Sampson County school system contacts, Sampson Community College staff and students, local industry administrators, local hospital employees and several churches.

Key Areas Examined

- Quality of life, health behaviors, health perceptions
- Preventative services, exercise, and access to care

Sampson County Responses

Sampson County returned 561 total responses, which is almost twice as many as the 300 surveys per county requested. The Sampson County Spanish surveys accounted for over 20% of the total ENC counties Spanish surveys returned.

- 458 Total English (Total in ENC survey =16,661)
- 103 Total Spanish (Total in ENC survey =502)

Secondary Data Sources

[Healthy North Carolina 2030 \(HNC 2030\)](#)

[NC State Center for Health Statistics](#)

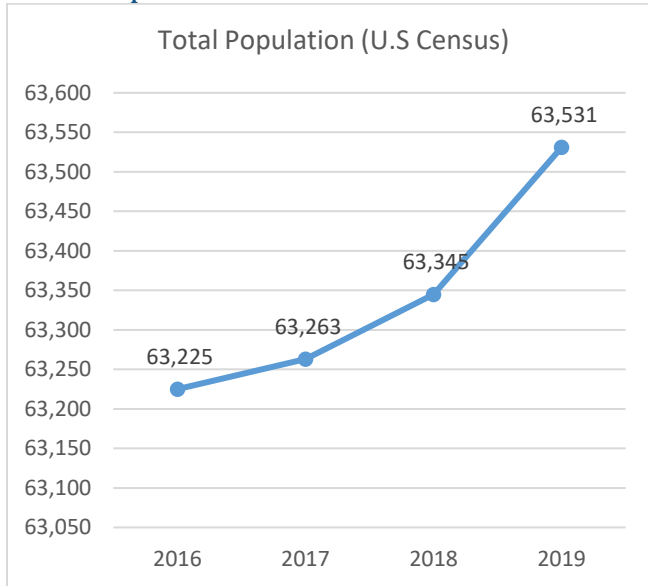
[Robert Wood Johnson County Health Rankings and Roadmaps](#)

Limitations

- The data presented represents a snapshot of the population - economic and leading health and wellness issues in eastern NC communities.
- It includes primary data gathered from community surveys and secondary data from health and other sources.
- This information can be used as a guide for helping communities identify leading health issues in the Health ENC County Region.
- Other health issues, data and resources may be available that were not listed here that communities may wish to consider when establishing health priorities.

Chapter 2 Demographic Profile

Total Population



In 2019, Sampson County had a population estimate of 63,531.

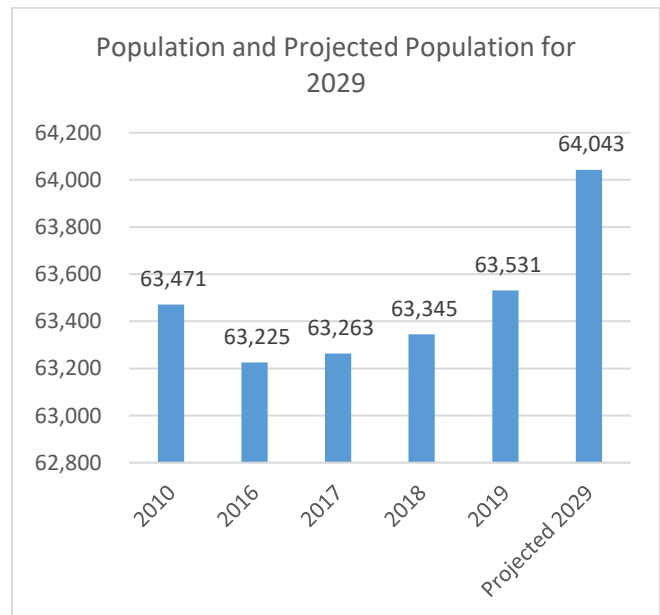
From 2016 to 2019, this is an increase of only 306 people.

Population Growth

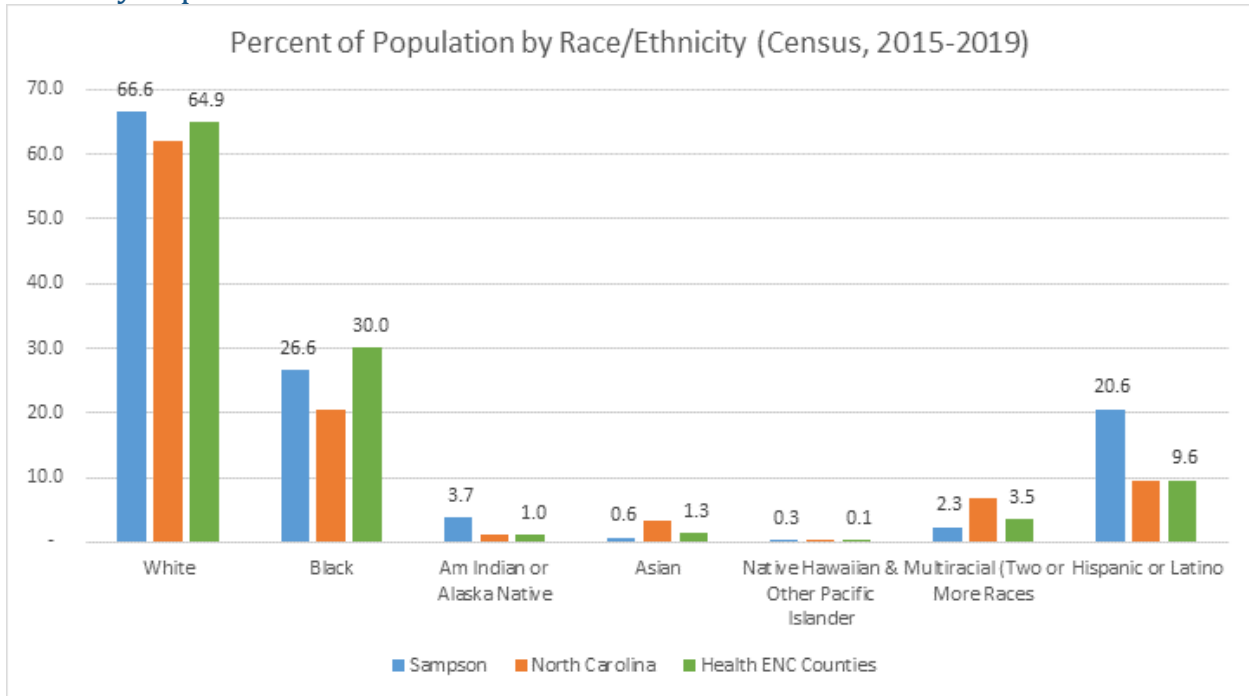
From 2010 to 2019, the total population of Sampson County has remained at 0% growth. During the same time period, North Carolina population grew 10% and the Health ENC counties grew 4.6%.

The projected population growth for Sampson County for 2029 is estimated at 64,043 persons which is an additional 512 more people. This is 0.8% growth.

Note: Population projection for 2029 comes from the NC Office of State Mgmt and Budget Pop Projections. All the other population data is from the Census

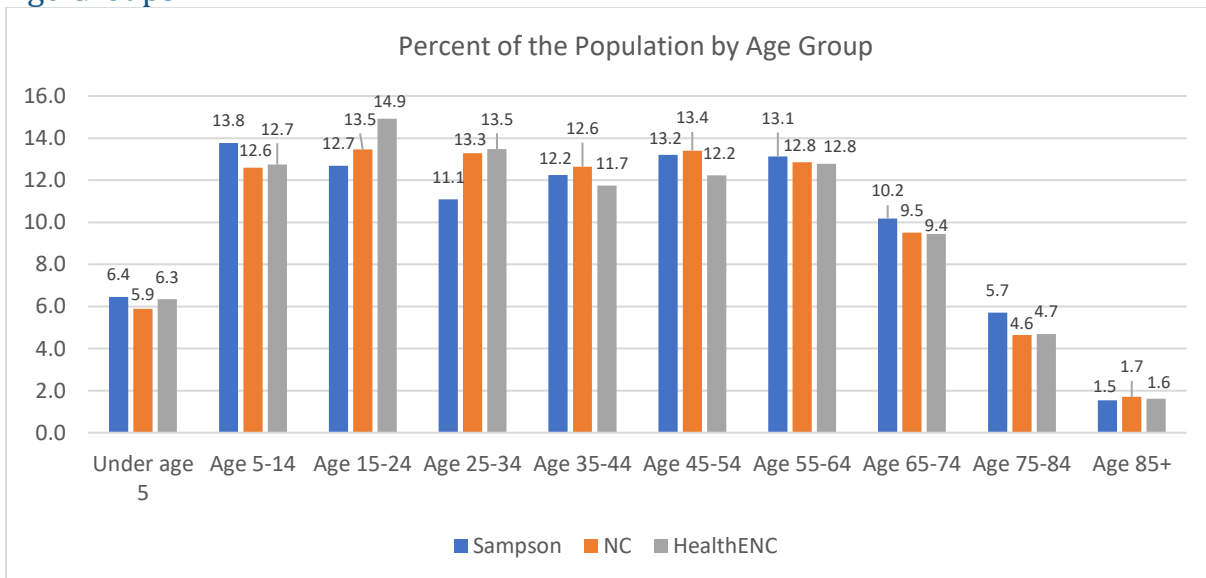


Minority Populations



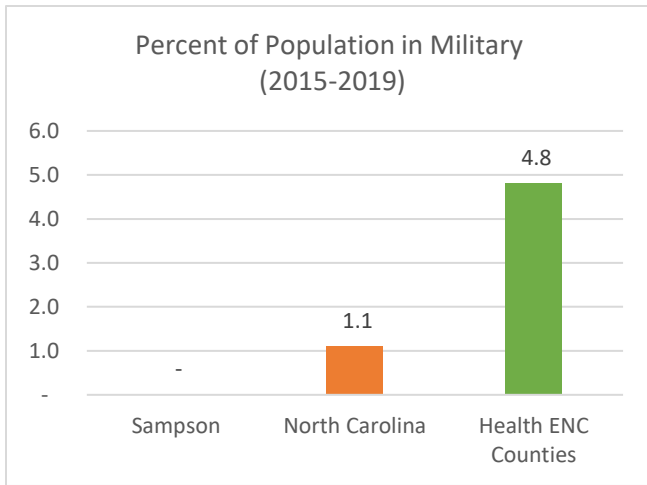
Of significance in Sampson County Minority populations: (1) The Hispanic or Latino population comprises 20.6% of Sampson County which is significantly higher than North Carolina (9.4%) and Health ENC Counties (9.6%). (2) Even though population estimates of tribal data are not available at the county level, the Coharie Tribe is a large part of the Native American/American Indian population in Sampson County. The Coharie Tribe is located primarily in Harnett and Sampson counties and has been recognized by the state of North Carolina since 1971. According to the U.S. Census Bureau, the estimated Native American population (2019) in Sampson County was 1,166.

Age Groups



Military/Veteran Populations

Military Population

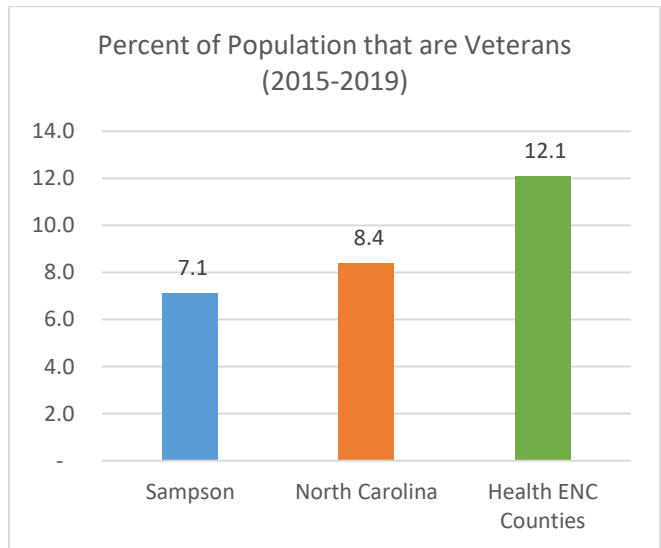


The percentage of Military Population in Sampson County is 0.0%.

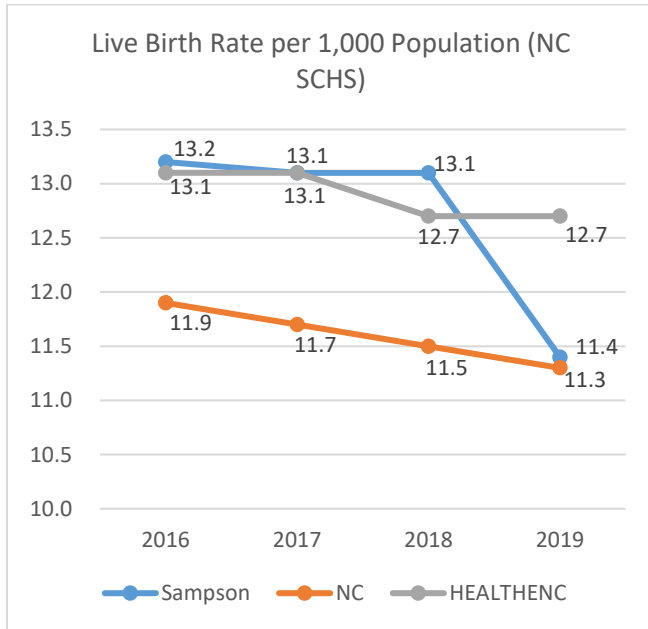
Compared to North Carolina (1.1%) and the Health ENC Counties (4.8%), Sampson County has a non-existent military population.

Veteran Population

The veteran population is given as a percent of the civilian population aged 18 years and older and this data is used for policy analyses, to develop programs, and to create budgets for veteran programs and facilities. Sampson County has a veteran population of 7.1% in 2015-2019, compared to 8.4% for North Carolina and 12.1% for Health ENC Counties.



Birth Rates



Birth rates are important measures of population health. The birth rate is usually the dominant factor in determining the rate of population growth; however, population growth is also driven by the age structure of the population (e.g., deaths), immigration and emigration. The Sampson County birth rate dropped significantly in the last measurement period (2018-2019).

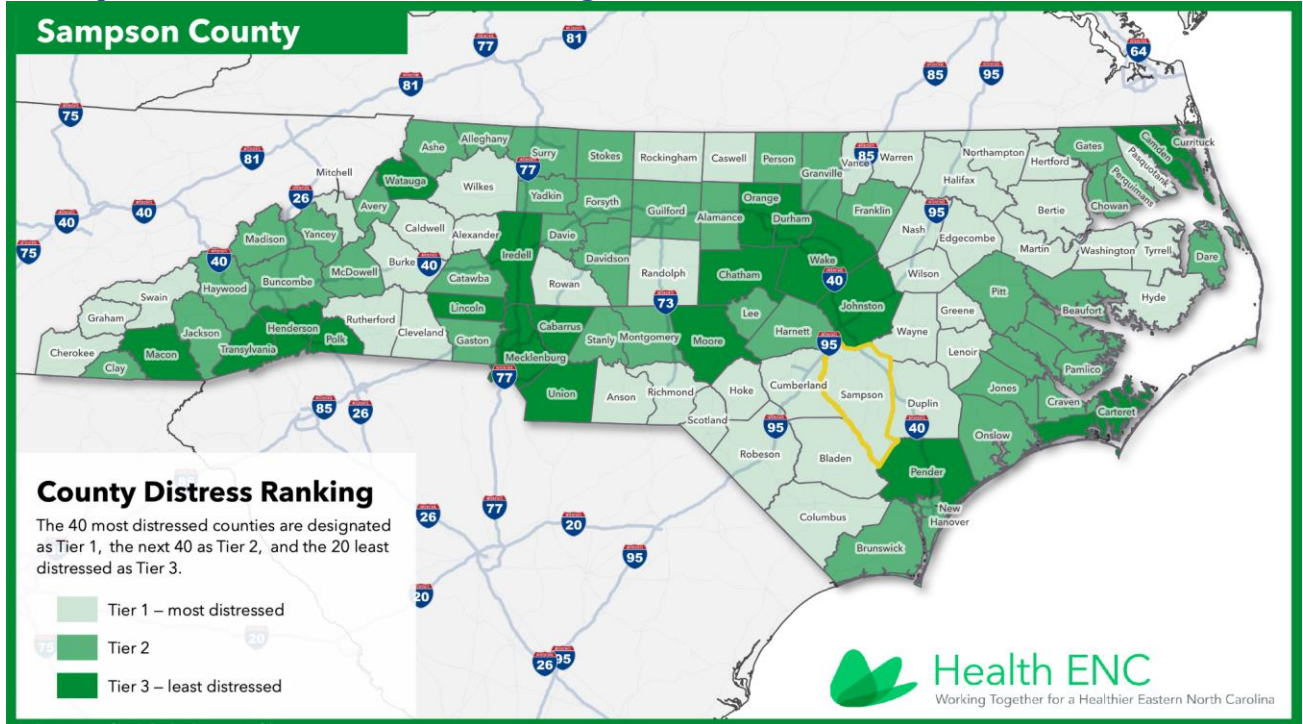
Analysis of Demographic Data

The demographics of a community significantly impact its health profile. Population growth has an influence on the county’s current and future health needs. Specific population subgroups, including age, gender, race, and ethnic groups may have unique needs and require varied approaches to health improvement efforts.

Sampson County’s total population has minimally increased, and the projected population growth is expected to remain low. Sampson County has a higher White population, a higher population in the 5-14 and 45-54 age groups, a non-existent military population, a low veteran population, and has seen a significant decrease in birth rates.

Chapter 3 Socioeconomic Profile

NC Department of Commerce Tier Designation



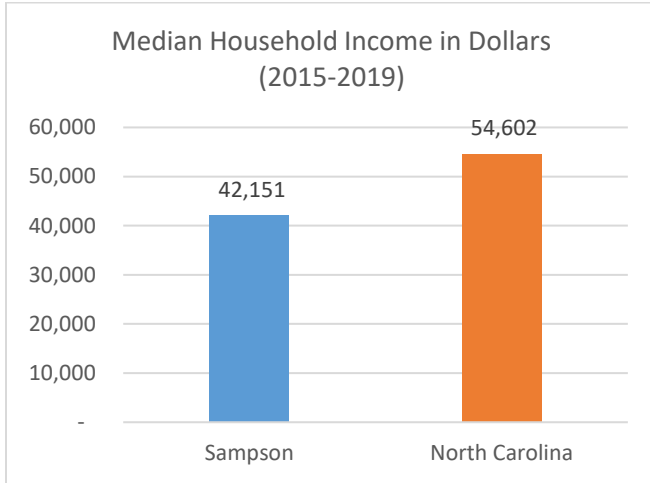
The North Carolina Department of Commerce annually ranks the state’s 100 counties based on economic well-being and assigns each a Tier designation. The 40 most distressed counties are designated as Tier 1, the next 40 as Tier 2 and the 20 least distressed as Tier 3. Sampson County has been assigned a Tier 1 designation for 2021.

Sampson County has been assigned a Tier 1 designation for 2021.

County Tier Rankings are calculated using four factors:

- Average unemployment rate
- Median household income
- Percentage growth in population
- Adjusted property tax base per capita

Income

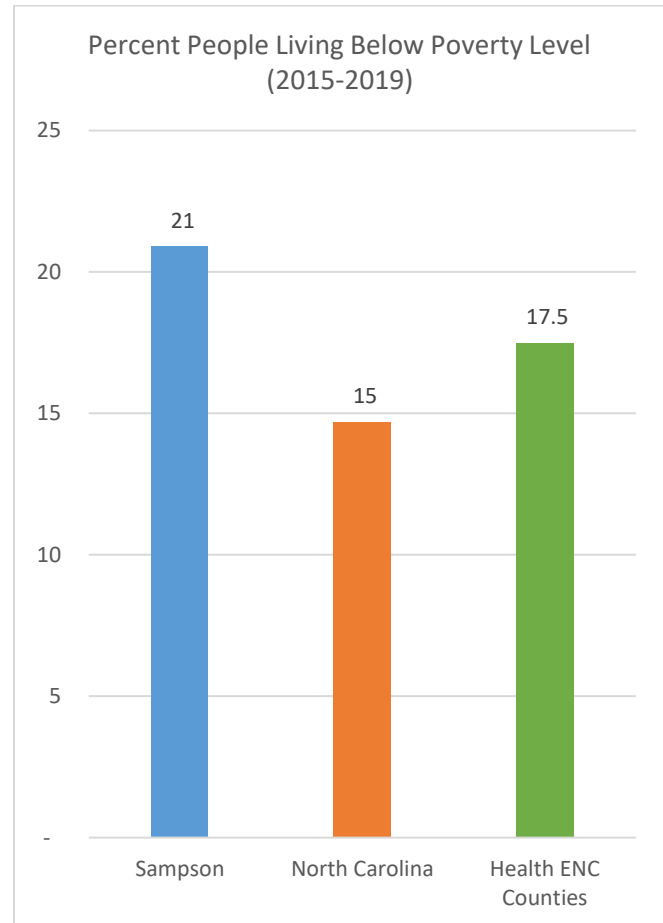


Median household income reflects the relative affluence and prosperity of an area. Areas with higher median household incomes are likely to have a greater share of educated residents and lower unemployment rates. This figure shows the median household income in Sampson County (\$42,151), which is much lower than the median household income in North Carolina (\$54,602).

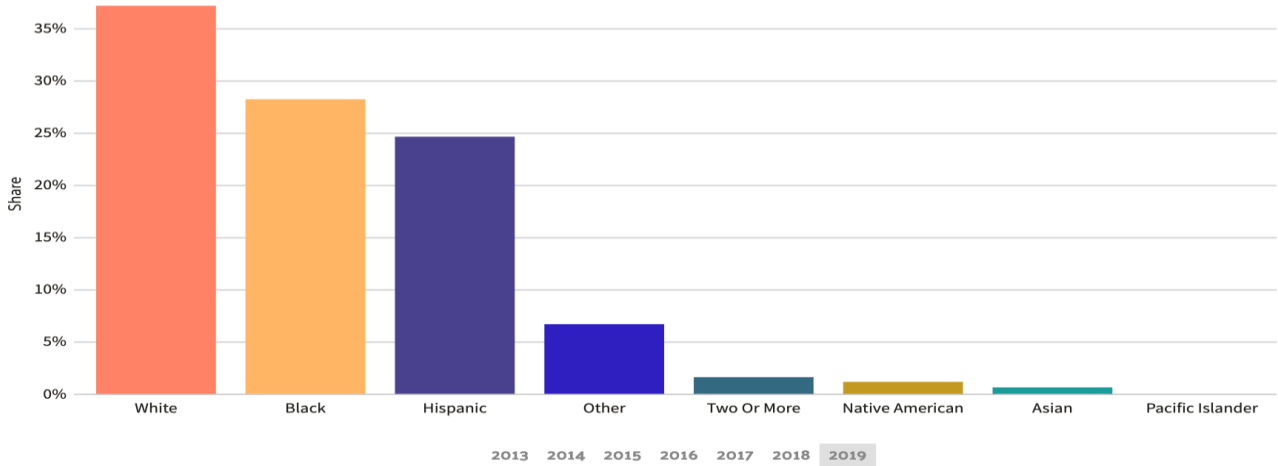
Poverty

Federal poverty thresholds are set every year by the Census Bureau and vary by size of family and ages of family members. A high poverty rate is both a cause and a consequence of poor economic conditions. Children in poverty are more likely to have physical health problems, behavioral problems, and emotional problems. Seniors who live in poverty are an especially vulnerable group due to increased physical limitations, medical needs, and social isolation. Persons with a disability are more likely to live in poverty compared to the rest of the population. Without adequate income, individuals with disabilities may not be able to afford necessary expenses, such as rent or mortgage, utility bills, medical and dental care, and food.

In Sampson County, an estimated 21.0% of the population lives below the poverty level compared to 15.0% of the population in N.C. and 17.5% in the Health ENC Counties.



Poverty by Race and Ethnicity



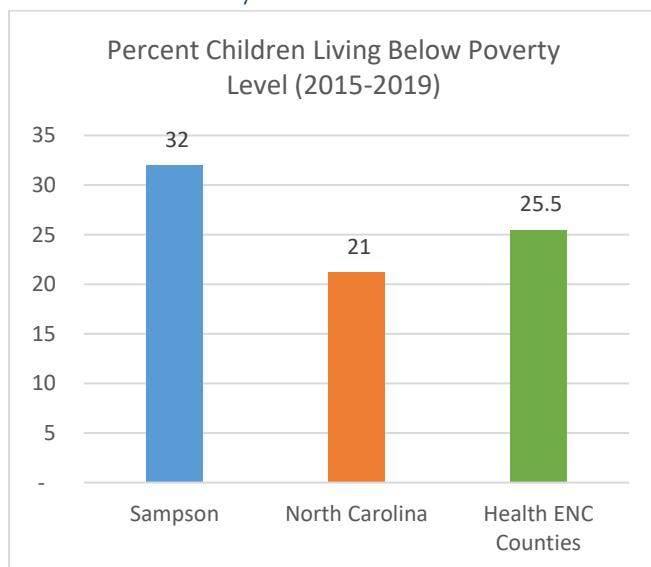
Source: U.S. Census Bureau ACS 5-year Estimate
<https://datausa.io/profile/geo/sampson-county-nc#economy>

The most common racial or ethnic group living below the poverty line in Sampson County is White, followed by Black and Hispanic.

The Census Bureau uses a set of [money income thresholds](#) that vary by family size and composition to determine who classifies as impoverished. If a family's total income is less than the family's threshold, then that family and every individual in it is considered to be living in poverty.

*Data from [the Census Bureau ACS 5-year Estimate](#).

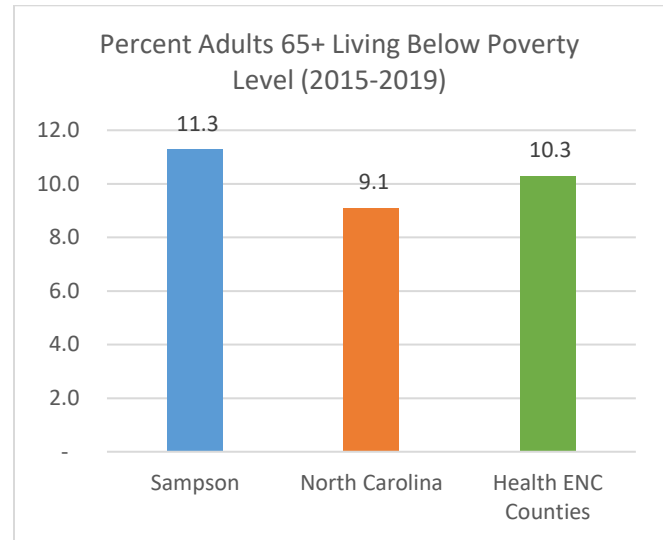
Children in Poverty



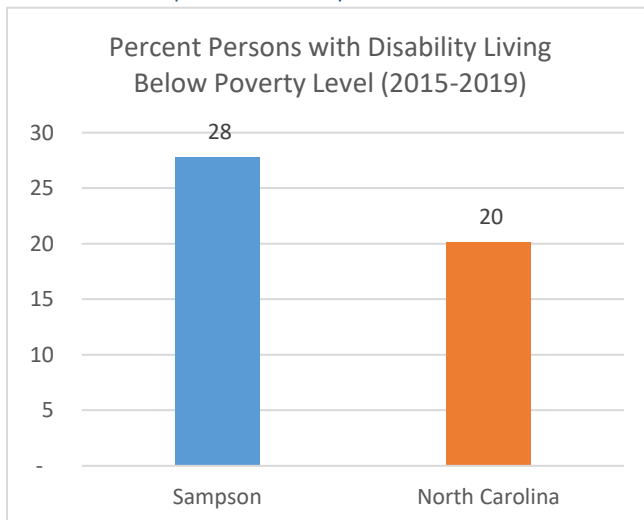
The rate of children living below the poverty level is much higher for Sampson County when compared with N.C. and the Health ENC Counties.

Older Adults in Poverty

The rate of older adults (65+) below the poverty level is slightly higher for Sampson County when compared with N.C. and the Health ENC Counties.



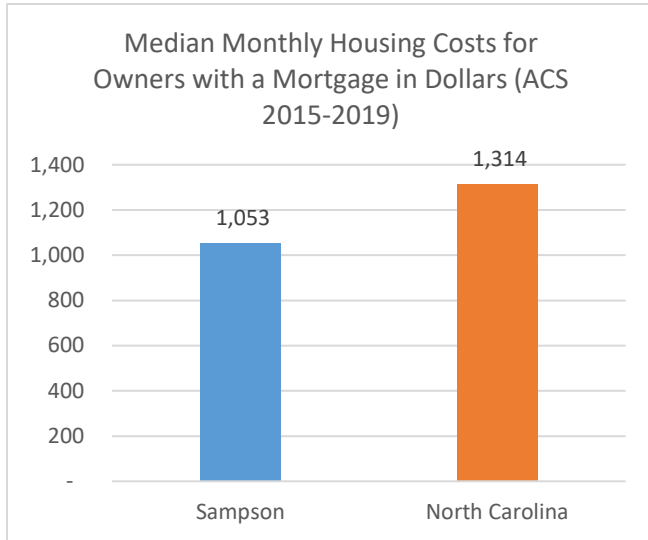
Disabled People in Poverty



The percent of disabled people living in poverty in Sampson County (28%) is higher than NC (20%).

Housing

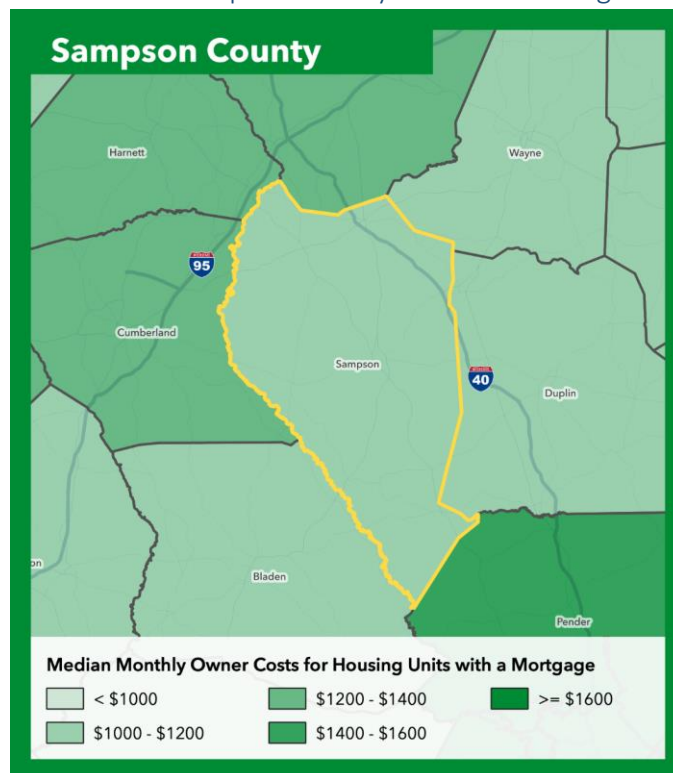
Median Monthly Housing Costs



The average household size in Sampson County is 2.68 people per household (owners) and 2.61 people per household (renters), which is slightly higher than the North Carolina value of 2.57 people per household (owners) and for renters (2.43 people per household).

In Sampson County, the median housing costs for homeowners with a mortgage is \$1,053, which is slightly lower than the N.C. median \$1,314 costs.

Median Monthly Household Costs in Sampson County and Surrounding Counties

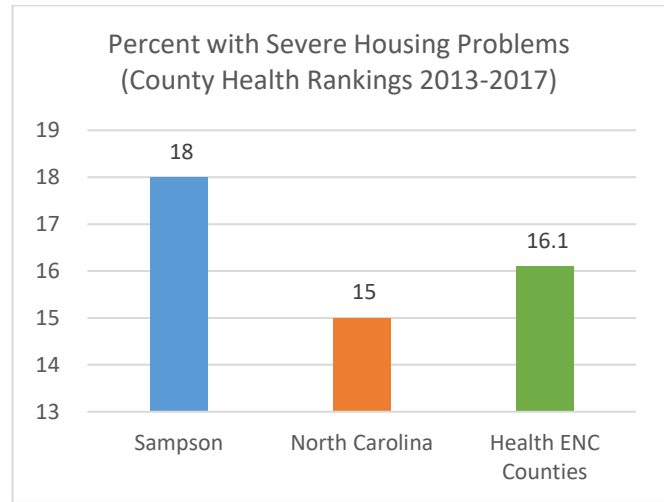


Severe Housing Problems

Safe and affordable housing is an essential component of healthy communities, and the effects of housing problems are widespread.

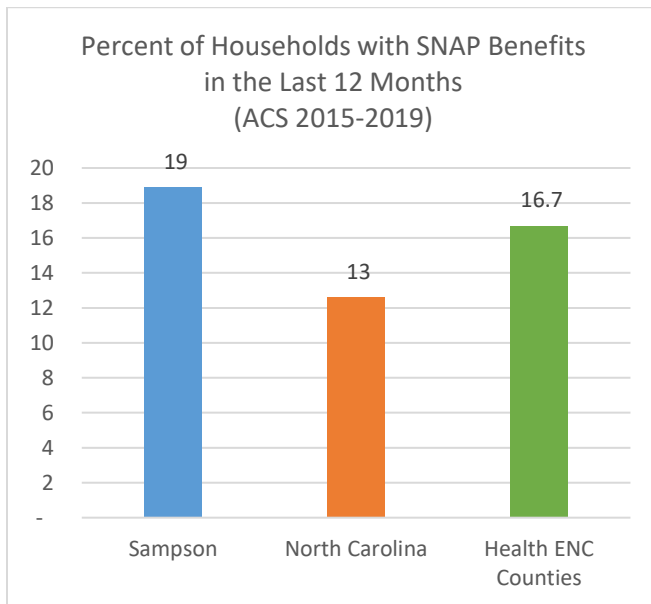
Housing problems include overcrowding, high housing costs, lack of kitchen, or lack of plumbing facilities.

Slightly more than 18.0% of households in Sampson County have severe housing problems, compared to 15.0% in North Carolina and 16.1% in Health ENC Counties.



Food Insecurity

Households with SNAP Benefits



The Supplemental Nutrition Assistance Program (SNAP) is a federal assistance program that provides low-income families with electronic benefit transfers (EBTs) that can be used to purchase food. The goal of the program is to increase food security and reduce hunger by increasing access to nutritious food.

This figure shows the percent of households with children that participate in SNAP. The percent of households with SNAP benefits in Sampson County is 19%, which is 6% higher than the N.C. value of 13% and 2.3% higher than the Health ENC Counties.

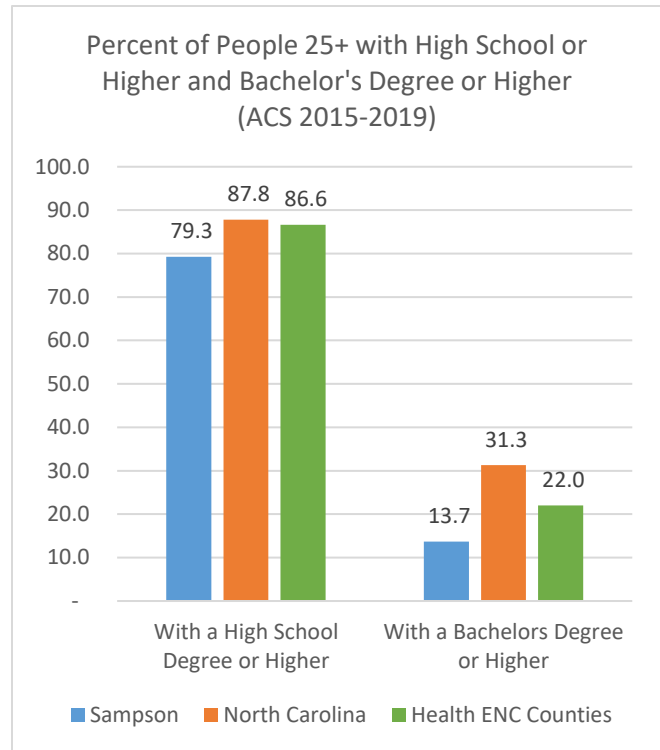
Education

Educational Attainment

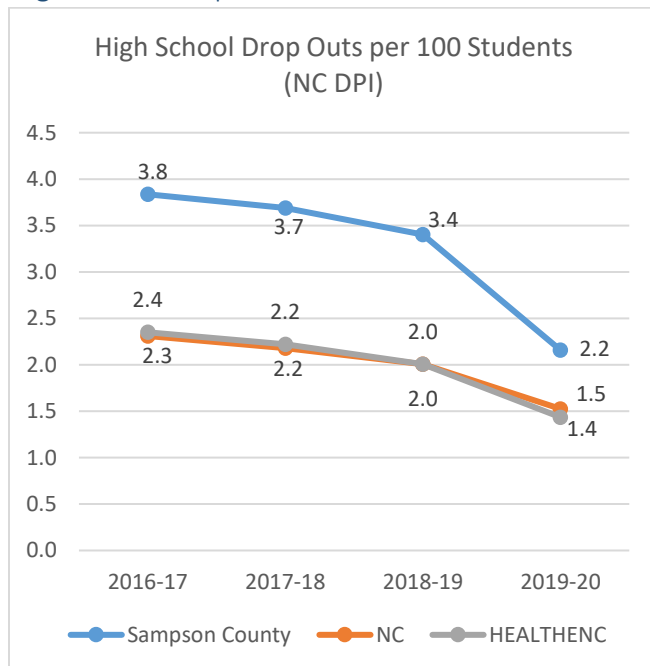
Graduating from high school is an important personal achievement and is essential for an individual’s social and economic advancement. Graduation rates can also be an important indicator of the performance of an educational system. Having a bachelor’s degree opens up career opportunities in a variety of fields and is often a prerequisite for higher-paying jobs.

In Sampson County the percent of residents 25 or older with a high school degree or higher was lower (79.3%) than the state value (87.8%) and the Health ENC Counties (86.6%).

Percent with a higher education attainment in Sampson County was significantly lower (13.7%) compared to N.C. (31.3%) and also lower than the Health ENC Counties (22.0%).



High School Drop Out Rate



High school dropouts earn less income than high school and college graduates and are more likely to be unemployed. High school dropouts are generally less healthy and require more medical care. Further, high school dropout rates are linked with heightened criminal activity and incarceration rates, influencing a community’s economic, social, and civic health.

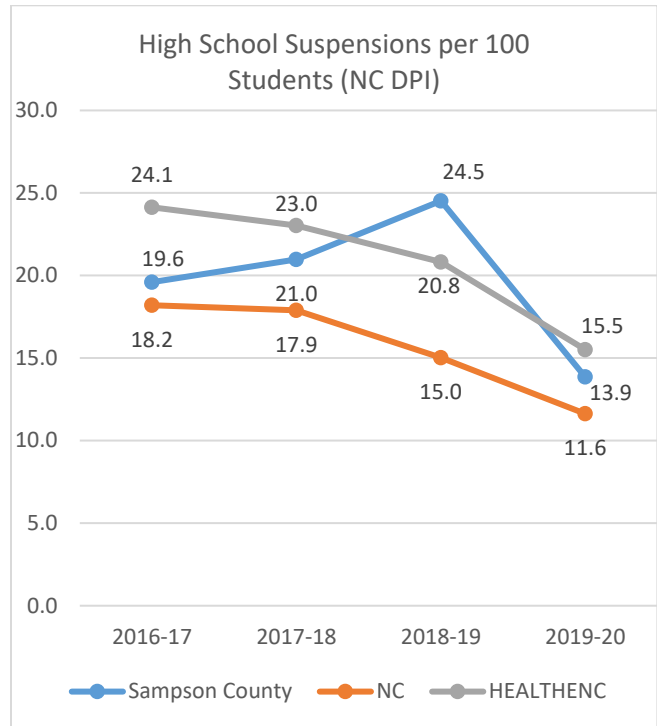
Sampson County’s high school dropout rate was 2.2% in 2019-2020, which was higher than the rate in North Carolina (1.5%) and the Health ENC Counties (1.4%).

Sampson County’s high school dropout rate has been on a decline over the last four measurement periods.

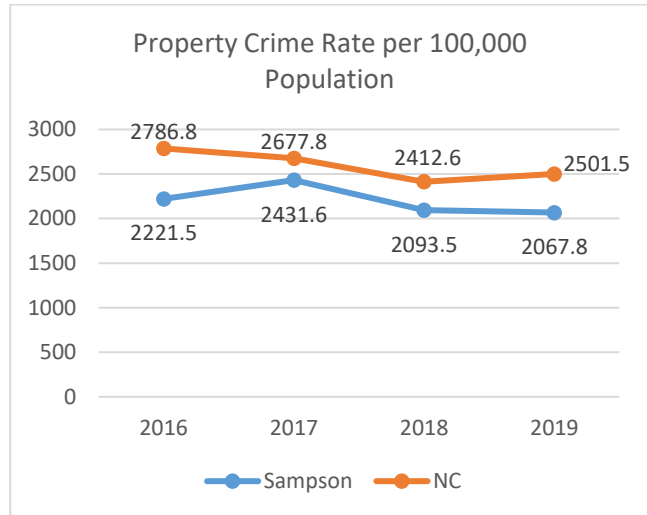
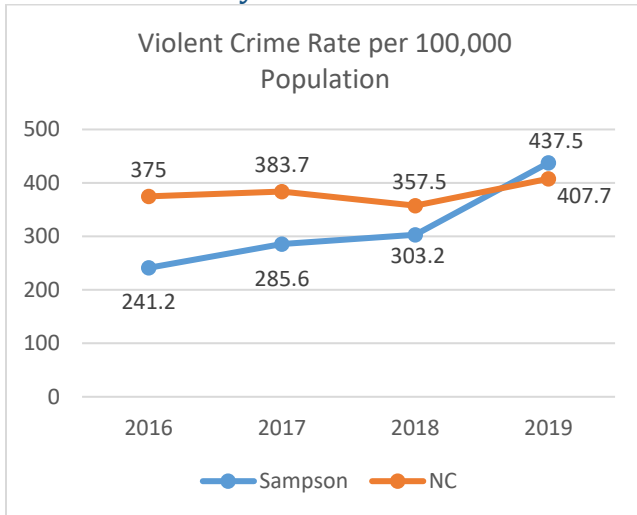
High School Suspension Rate

High school suspension is a form of discipline in which a student is temporarily removed from a classroom and/or school due to a violation of school conduct or code. Higher rates of suspension can be related to high rates of antisocial or delinquent behaviors, which may further contribute to potential future involvement in the juvenile justice system. Additionally, schools with higher suspension rates have higher rates of law or board of education violations and generally spend more money per student.

Sampson County’s rate of high school suspension (13.9 per 100 students) was higher than North Carolina’s rate (11.6), but lower than the Health ENC Counties (15.5) in 2019-2020.



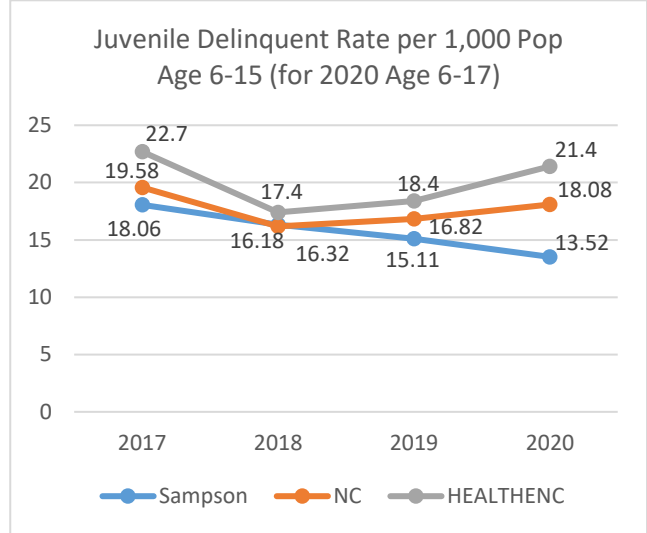
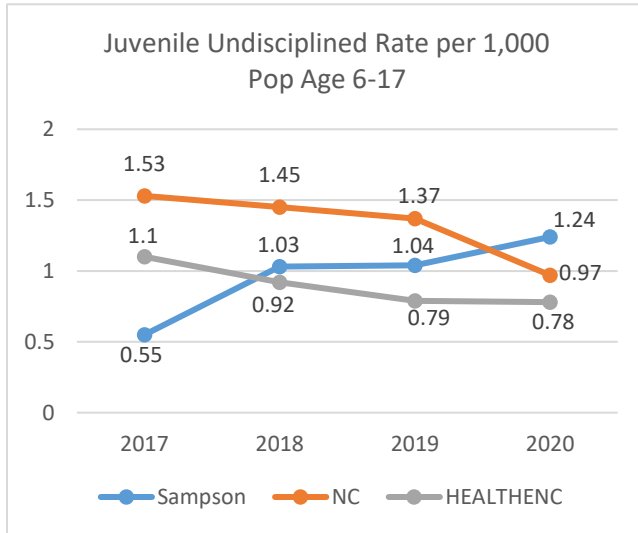
Crime and Safety



Both violent crime and property crime are used as indicators of a community’s crime and safety. Violence negatively impacts communities by reducing productivity, decreasing property values, and disrupting social services. Violent crime includes four offenses: murder and non-negligent manslaughter, rape, robbery, and aggravated assault. Property crime includes burglary, larceny-theft, motor vehicle theft, and arson.

- From 2016 to 2019, the violent crime rate in Sampson County increased from 241.2 to 437.5.
- During the same time period, the property crime rate decreased from 2221.5 to 2067.8, which was lower than the N.C. rate.

Juvenile Crime

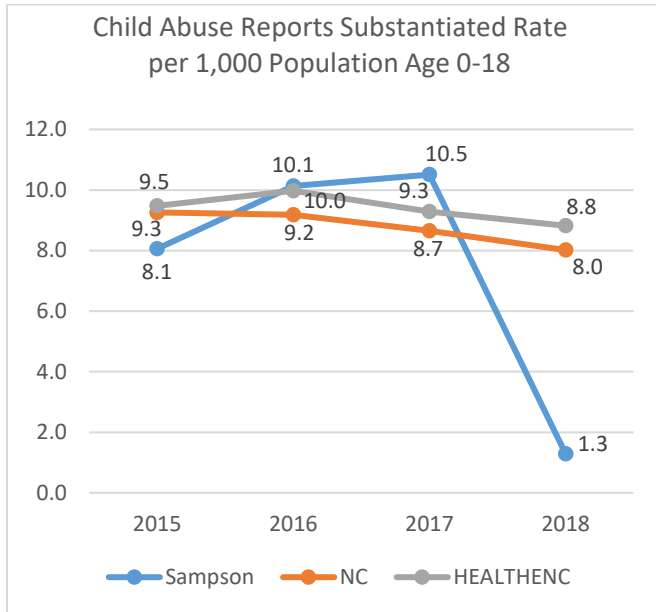


Youth who commit a crime may not gain the educational credentials necessary to secure employment and succeed later in life. Negative peer influences, history of abuse/neglect, mental health issues, and significant family problems increase the risk of juvenile arrest. The juvenile justice system aims to reduce juvenile delinquency through prevention, intervention, and treatment services.

The undisciplined rate describes juveniles who are unlawfully absent from school, regularly disobedient and beyond disciplinary control of the parent/guardian, are regularly found where it is unlawful for juveniles to be or have run away from home for more than 24 hours.

- In 2020, the juvenile undisciplined rate in Sampson County (1.24) was higher than the rate in North Carolina (0.97) and the Health ENC Counties (0.78).
- In 2020, the juvenile delinquent rate for Sampson County was lower (13.52) than N.C. (18.1) and the Health ENC Counties (21.4).

Child Abuse



Child abuse includes physical, sexual, and emotional abuse. All types of child abuse and neglect can have long lasting effects throughout life, damaging a child’s sense of self, ability to have healthy relationships, and ability to function at home, at work, and at school.

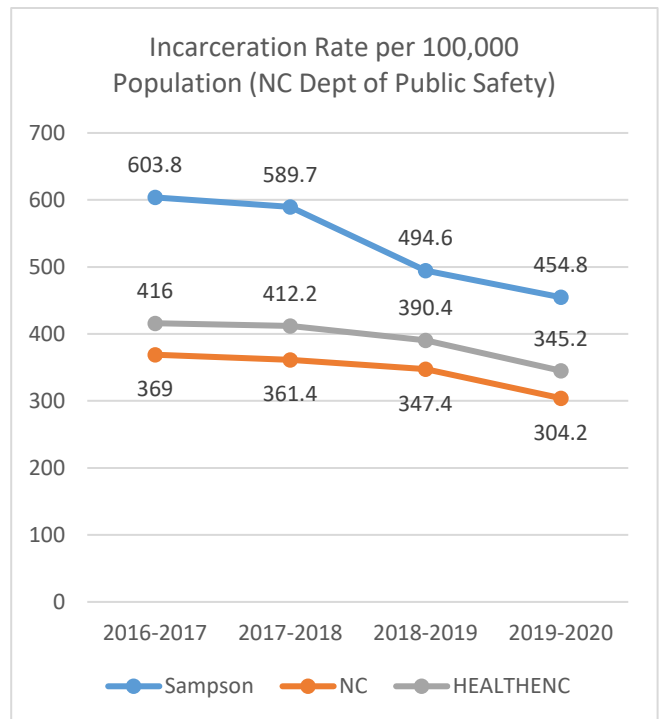
The 2018 child abuse rate in Sampson County was significantly lower (1.3 per 1,000 pop.) than N.C. (8.0 per 1,000 pop.) and the Health ENC Counties (8.8 per 1,000 pop.).

Incarceration

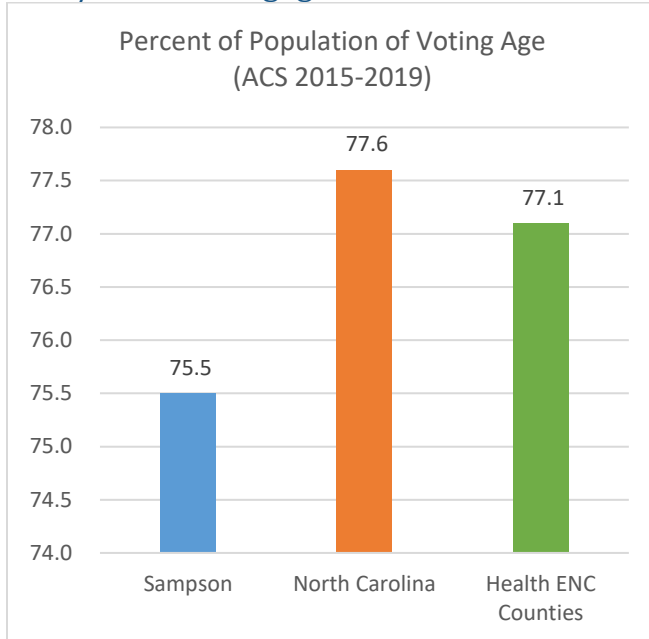
According to the U.S. Bureau of Justice Statistics, approximately one out of 100 adults in the U.S. are in jail or prison. Conditions in jails and prisons can lead to an increased risk of infectious diseases such as tuberculosis and hepatitis C, as well as assault from other inmates. After incarceration, individuals are likely to face a variety of social issues such as employment discrimination, disruption of family relationships and recidivism.

Over the past four measurement periods, the incarceration rate in Sampson County has decreased.

In 2019-2020, the incarceration rate in Sampson County was significantly higher (454.8 per 1,000 population) than N.C. (304.2) and the Health ENC Counties (345.2).



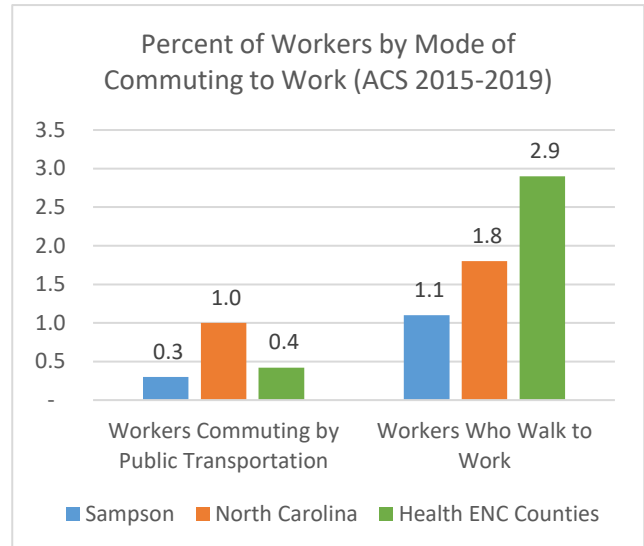
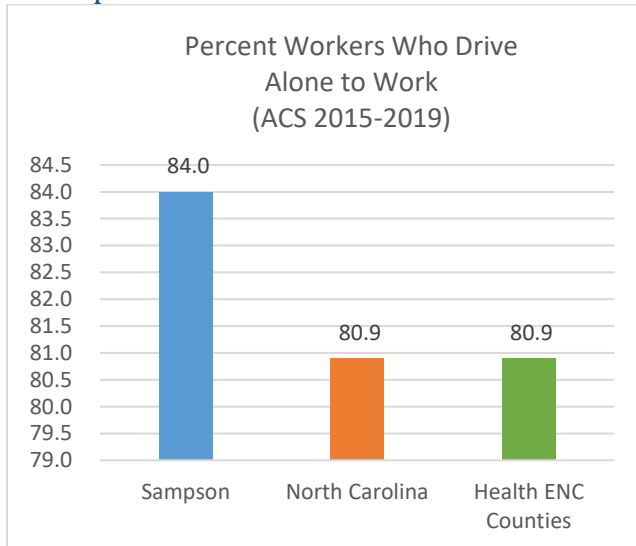
Civic/Political Engagement



Exercising the right to vote allows a community to choose elected officials and hold them accountable. Voting ensures that all citizens have the opportunity to voice their opinions on issues such as the use of tax dollars, civil rights, and foreign policy. By voting, individuals shape their communities and influence the next generation of society. A high level of voter turnout indicates that citizens are involved and interested in who represents them in the political system.

Sampson County has a slightly lower percentage of residents of voting age (75.5%) than North Carolina (77.6%) and the Health ENC Counties (77.1%).

Transportation



Public transportation offers mobility, particularly to people without cars. Transit can help bridge the spatial divide between people and jobs, services, and training opportunities. Public transportation also reduces fuel consumption, minimizes air pollution, and relieves traffic congestion. Walking to work helps protect the environment, while also providing the benefit of daily exercise.

- In Sampson County, an estimated 0.3% of residents commute to work by public transportation, compared to the state value of 1.0%. Approximately 1.1% of residents walk to work, which was lower than the Health ENC Counties value of 2.9%. An estimated 84% of workers 16 and older drive alone to work, compared to 80.9% in N.C.

Analysis of Socioeconomic Profile

Socio-economic issues are drivers of health and wellness, and often are associated with poor health. Poverty, unemployment, and lack of educational attainment affect access to care and a community’s ability to engage in healthy behaviors. Sampson County has prevalent poverty levels, lower education attainment percentages, a higher number of uninsured people and ranks as one of the state’s more economically distressed counties.

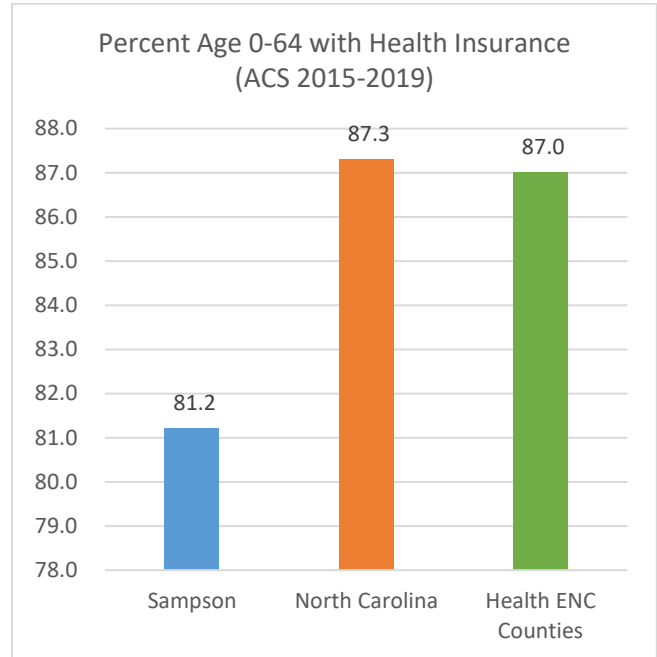
Chapter 4 Clinical Care Profile

Health Insurance Coverage

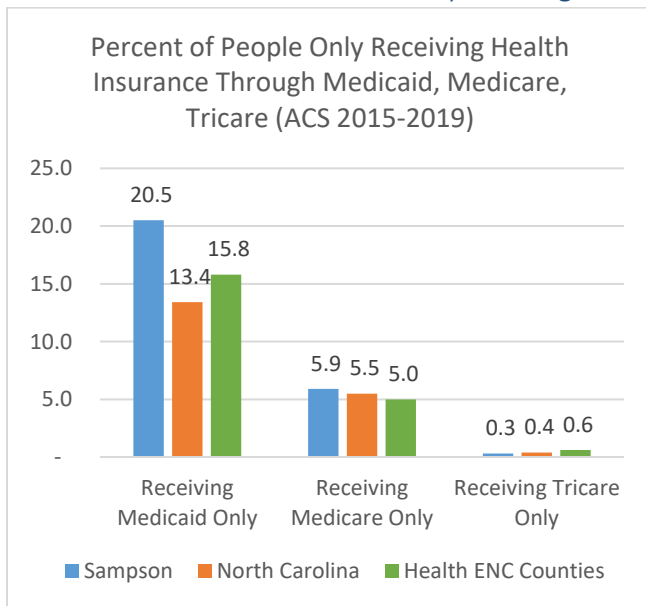
Medical costs in the United States are very high. People without health insurance may not be able to afford medical treatment or prescription drugs. They are also less likely to get routine checkups and screenings, so if they do become ill, they may not seek treatment until the condition is more advanced, and therefore more difficult and costly to treat.

Nearly 19% of the population 0-64 years of age in Sampson County are uninsured.

The percentage of individuals aged 0-64 years old that have health insurance coverage in Sampson County is 81.2%, which was lower than the rate for North Carolina (87.3%) and the Health ENC Counties (87.0%).



Government Health Insurance Only Coverage – Medicaid, Medicare, Tricare

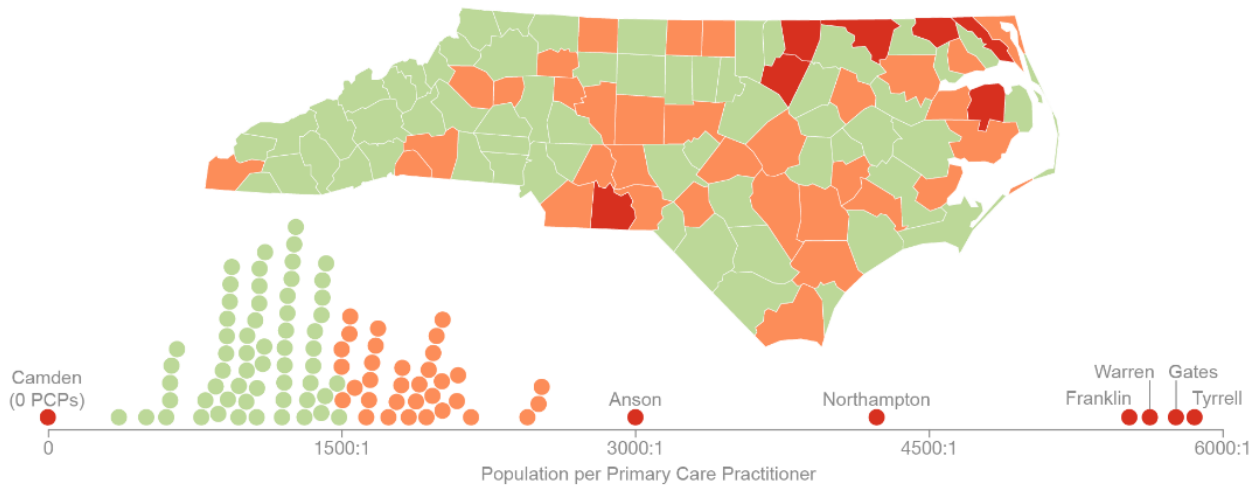


This graph shows the percent of the population only receiving health insurance through Medicaid, Medicare, or Tricare (military healthcare).

In Sampson County, 20.5% of the population report receiving health insurance coverage through Medicaid, 5.9% Medicare and 0.3% Tricare.

Primary Care Practitioners

Population per Primary Care Practitioner, North Carolina, 2017



Notes: Updated March 10, 2020 to reflect adjustments to 2017 nurse practitioner data. Primary care physicians, physician assistants, and nurse practitioners are defined as in Spero, J. C., & Galloway, E. M. (2019). Running the Numbers. North Carolina Medical Journal, 80(3), 186-190. Physicians with a primary area of practice of obstetrics/gynecology were weighted as 0.25 of a full-time equivalent (FTE) primary care practitioner. All other primary care physicians were weighted as 1 FTE. Primary care physician assistants, nurse practitioners, and certified nurse midwives were weighted as 0.75 FTE. Physician and physician assistant data are derived from licensure data provided by the North Carolina Medical Board. This analysis only includes physicians who are not residents-in-training and are not employed by the Federal government. Nurse practitioner and certified nurse midwife data is derived from licensure data provided by the North Carolina Board of Nursing. Data include active, licensed practitioners in practice in North Carolina as of October 31, 2017. Practitioners are assigned to counties based on primary practice location. County populations were adjusted for age and gender according to primary care use rates described in data from the Medical Expenditure Panel Survey. The raw (unadjusted) population data was from the NC Office of State Budget and Management



Access to primary care is necessary to improving the health outcomes of communities. With the recent spread of the novel [coronavirus](#) in North Carolina, primary care is critical as an entry-point to further care.

Many rural areas of North Carolina lack adequate access to primary care providers. The disparities in access between rural and metropolitan areas have continued to grow despite an overall increase of physicians in North Carolina.

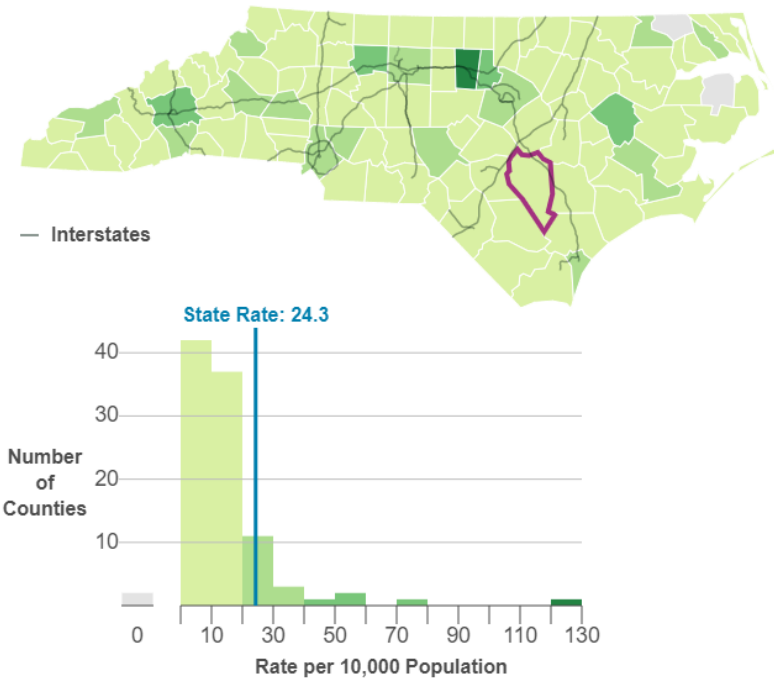
On the map above, Sampson County is orange in color, indicating the county is not meeting the NC Institute of Medicine’s target ratio of one primary care provider to every 1,500 people.

Currently, **60% of NC’s 100 counties meet the NCIOM’s target.** Seven counties were substantially below target: Anson, Northampton, Franklin, Warren, Gates, Tyrrell and Camden. Camden has a population of just over 10,000, and no primary care providers. Sampson County is below target.

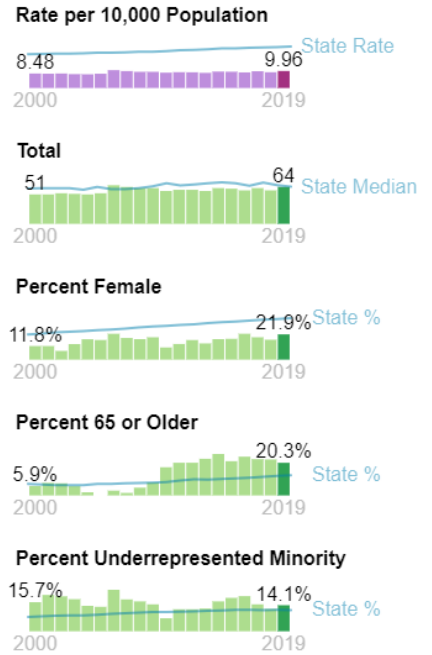
The NCIOM definition of primary care clinician includes physicians, nurse practitioners (NPs), physician assistants (PAs) and certified nurse midwives (CNMs).

https://nhealthworkforce.unc.edu/blog/primary_care_nc/

Physicians per 10,000 Population by County, North Carolina, 2019



Profession Demographics for Sampson County



Notes: Data include active, licensed physicians in practice in North Carolina as of October 31 of each year who are not residents-in-training and are not employed by the Federal government. Physician data are derived from the North Carolina Medical Board. County estimates are based on primary practice location. Population census data and estimates are downloaded from the North Carolina Office of State Budget and Management via NC LINC and are based on US Census data. Source: North Carolina Health Professions Data System, Program on Health Workforce Research and Policy, Cecil G. Sheps Center for Health Services Research, University of North Carolina at Chapel Hill. Created August 29, 2021 at <https://nhealthworkforce.unc.edu/interactive/supply/>.

The number of physicians per 10,000 population in Sampson County has increased from 8.48 physicians in 2000 to 9.96 in 2019.

Source: North Carolina Health Professions Data System, [Program on Health Workforce Research and Policy](#), Cecil G. Sheps Center for Health Services Research, University of North Carolina at Chapel Hill. Created September 29, 2021, at <https://nhealthworkforce.unc.edu/interactive/supply/>.

Analysis of Clinical Care Profile

Along with the lack of health insurance coverage, the availability of physicians in Sampson County creates another barrier with access to health care. Access to health care is necessary for better health outcomes.

Chapter 5 Chronic and Communicable Disease Profile

Leading Causes of Death

Sampson County				North Carolina				Health ENC Counties			
Rank	Cause	Deaths	Rate	Rank	Cause	Deaths	Rate	Rank	Cause	Deaths	Rate
1	Cancer	153	240.83	1	Cancer	19,963	190.34	1	Heart Disease	4546	210.2
2	Heart Disease	152	239.25	2	Heart Disease	19,661	187.46	2	Cancer	4345	200.91
3	Chronic Lower Respiratory Diseases	40	62.96	3	Chronic Lower Respiratory Diseases	5,411	51.59	3	Cerebrovascular Disease	1215	56.18
4	Cerebrovascular Disease	36	56.67	4	Cerebrovascular Disease	5,203	49.61	4	Chronic Lower Respiratory Diseases	1114	51.51
5	Diabetes Mellitus	32	50.37	5	Other Unintentional Injuries	4,683	44.65	5	Other Unintentional Injuries	1006	46.52
6	Other Unintentional Injuries	29	45.65	6	Alzheimer's Disease	4,508	42.98	6	Alzheimer's Disease	918	42.45
7	Alzheimer's Disease	27	42.5	7	Diabetes Mellitus	3,127	29.81	7	Diabetes Mellitus	838	38.75
8	Motor Vehicle Injuries	16	25.18	8	Nephritis Nephrotic Syndrome and Nephrosis	2,121	20.22	8	Nephritis Nephrotic Syndrome and Nephrosis	476	22.01
9	Essential Primary Hypertension	12	18.89	9	Pneumonia and Influenza	1,730	16.49	9	Motor Vehicle Injuries	460	21.27
10	Nephritis Nephrotic Syndrome and Nephrosis	12	18.89	10	Motor Vehicle Injuries	1,608	15.33	10	Pneumonia and Influenza	382	17.66

Notes: Leading causes of death are calculated based on the crude number of deaths per 100,000 population in 2019.

Deaths: North Carolina State Center for Health Statistics 2019 Vital Statistics Public Use Data Files, downloaded from the Odum Institute for Research in Social Science at UNC-Chapel Hill Dataverse web site, May 2021. Population: National Center for Health Statistics 2019 Bridged-Race Population Estimates (https://www.cdc.gov/nchs/nvss/bridged_race.htm). Analysis by ECU Department of Public Health, Health Systems Research and Development.

This table shows the leading causes of mortality in Sampson County, North Carolina, and Health ENC Counties.

The top two leading causes of death in all three geographies are heart disease and cancer. Chronic lower respiratory diseases and cerebrovascular diseases rank amongst the top 5 causes of death for all three locales, which indicates chronic disease as an area of concern for Sampson County and the state as a whole. Diabetes ranks higher as a leading cause of death in Sampson County than in both North Carolina and the Health ENC region, while Alzheimer's ranks lower in Sampson County than in the other two locales.

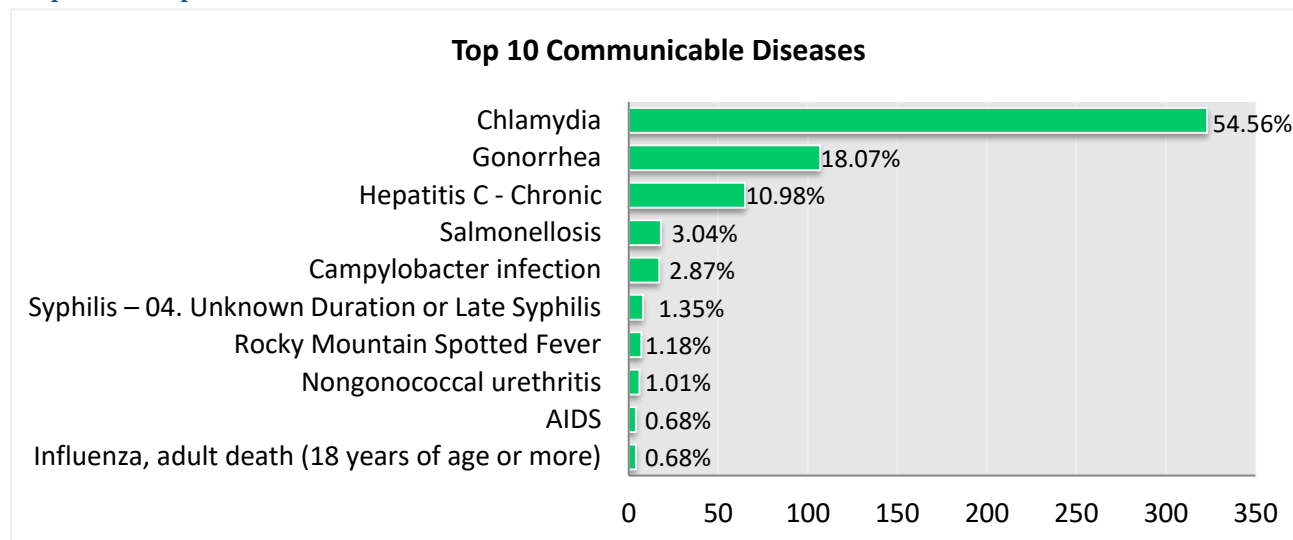
Leading Causes of Injury Death, Injury Hospitalizations, and Injury Emergency Department (ED) Visits

Leading Causes of Injury Death 2016 to 2019 SAMPSON			Leading Causes of Injury Hospitalization 2016 to 2019 SAMPSON			Leading Causes of Injury ED Visits 2016 to 2019 SAMPSON		
Rank	Cause	#	Rank	Cause	#	Rank	Cause	#
1	MVT - Unintentional	74	1	Fall - Unintentional	667	1	Fall - Unintentional	3,984
2	Poisoning - Unintentional	52	2	MVT - Unintentional	239	2	MVT - Unintentional	3,021
3	Fall - Unintentional	35	3	Poisoning - Unintentional	134	3	Natural/Environmental - Unintentional	1,435
4	Firearm - Assault	16	4	Fire/Burn - Unintentional	69	4	Unspecified - Unintentional	1,329
5	Firearm - Self-Inflicted	11	5	Unspecified - Unintentional	49	5	Struck By/Against - Unintentional	819
TOTAL		240	TOTAL		1,395	TOTAL		28,034

MVT – motor vehicle traffic (2016-2019, all ages)

Source: <https://www.injuryfreenc.ncdhhs.gov/DataSurveillance/index.htm#genData>

Top Ten Reportable Communicable Diseases



Note: To view and compare communicable disease rates in your county with NC State-wide rates, reported number of cases, etc., view the custom dashboard

<https://NCD3NorthCarolinaDiseaseDataDashboard>

Data Source: NCDHHS, 2018 (latest available)

Preventing and controlling the spread of communicable diseases are a top concern among communities. The top communicable diseases as reported by NC DHHS in Sampson County in 2018 are shown above. Chlamydia ranked highest among percent of cases reported. Chlamydia is a common STD that can infect both men and women. It can cause serious, permanent damage to a woman's reproductive system.

Analysis of Chronic and Communicable Disease Profile

Knowledge about the leading causes of death and communicable diseases in a population is important to monitoring trends, recognizing challenges, and understanding how to target and track interventions to maximize population health. Chronic disease is an area of concern for Sampson County based on the top 5 causes of death.

Chapter 6 HNC 2030 Indicator Rankings by Health ENC Regions

Indicators / Measures	Sampson	NC
Health Outcomes		
Premature Death (Years of Potential Life Lost before age 75 per 100,000 pop)	9000	7600
Low Birthweight (% of babies born < 2,500 grams)	9%	9%
Health Factors		
Health Behaviors		
Adult Smoking (% of adults, age adjusted, that currently smoke)	24%	18%
Adult Obesity (% of adults, BMI greater than 30 kg/m2)	39%	32%
Excessive drinking (% of adults reporting binge or heavy drinking)	16%	18%
Teen Births (Number of births per 1,000 of females 15-19 years old)	42	22
Clinical Care		
Uninsured (% of population < 65 years of age without insurance)	19%	13%
Preventable hospital stays (Rate of hospital stays for ambulatory care per 100,000 Medicare enrollees.	6927	4539
Mammography Screening (% female Medicare 65-74 old had annual screening)	46%	46%
Social & Economic Factors		
High School Completion (% of adults 25 older with HSD or equivalent)	79%	88%
Some College (% of adults 25-44 of age with some post secondary education)	50.00%	67.00%
Unemployment (% 16 and older unemployed but seeking work)	3.90%	3.90%
Children in Poverty (% < 18 years in poverty)	26%	19%
Physical Environment		
Air Pollution – Particulate Matter (Avg. daily density of PM2.5 in mg per cubic meter)	8.6	8.5
Areas to Explore	Areas of Strength	

Source: County Health Rankings
<https://www.countyhealthrankings.org/>

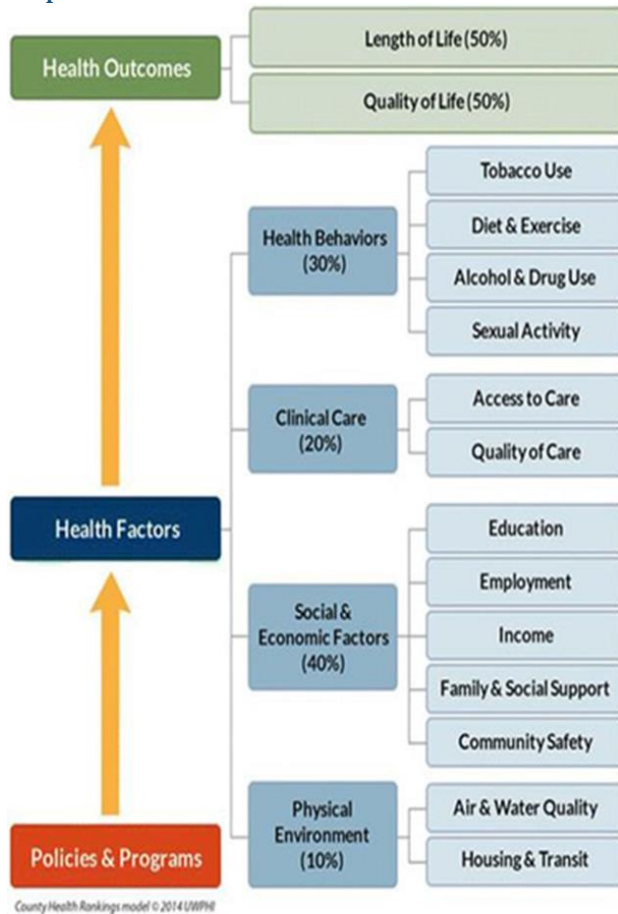
Premature mortality is measured by the Years of Potential Life Lost (YPLL) statistic, which is simply calculated by subtracting the age at death from the standard year, and then summing the individual YPLL across each cause of death. For example, if three people died from a certain cause who were ages 2, 37, and 74, the YPLL - 65 for that cause of death would be $(65 - 2) + (65 - 37) = 63 + 28 = 91$. The YPLL for Sampson is much higher compared to the state. Although YPLL for Sampson is higher, data from the County Rankings shows that Sampson is having a downward trend, meaning Sampson is getting better for this measure.

Note that children in poverty from a previous graph (page 18) shows a higher percent of children in poverty; the previous graph used average data from combined years from the ACS, whereas this graph used 2019 dataset called the Small Area Income and Poverty Estimates, however, both are derived from the US Census.

The Air Pollution trend continues to improve (from 14 mg per cubic meter in 2002 to 8.6 -9.0 in 2016). This is the same for NC, but slightly higher than the US (9) average.

Chapter 7 County Health Ranking Indicators

Population Health Model



Source: County Health Rankings
<https://www.countyhealthrankings.org>

The County Health Rankings are based on a model of community health that emphasizes the many factors that influence how long and how well we live. The rankings use more than 30 measures that help communities understand how healthy their residents are today (health outcomes) and what will impact their health in the future (health factors).

There are many factors that influence how well and how long people live.

The *County Health Rankings* model (left) is a population health model that uses data from different sources to help identify areas of concerns and strengths to help communities achieve health and wellness.

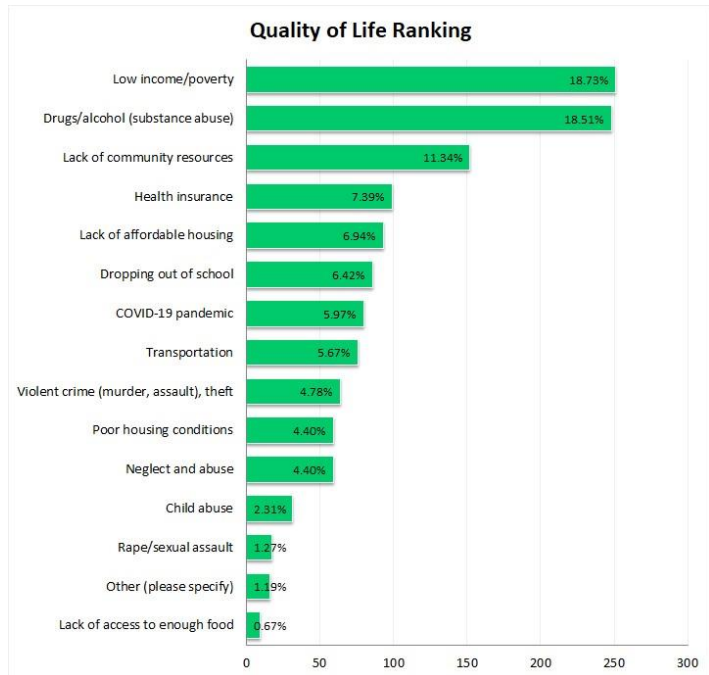
The rankings provide county-level data on health behavior, clinical care, social, economic, and physical environment factors.

Chapter 8 Survey Findings

COMMUNITY SURVEY RESULTS:

Top 3 Quality of Life Issues

- Low Income/Poverty
- Drugs/Alcohol (substance abuse)
- Lack of Community Resources



This graph shows the list of community issues that were ranked by residents as **most affecting the quality of life in Sampson County**. Low income/ Poverty was the most frequently selected issue and was ranked by 18.73% of survey respondents, followed by Drugs (Substance abuse). Survey respondents ranked Lack of Community Resources as the third issue most affecting quality of life in Sampson County. Less than 1% of survey respondents selected Lack of Access to Enough Food as issues most affecting the quality of life in Sampson County.

Chapter 9 Inventory of Resources

Sampson County has community health stakeholders committed to working together and supporting and promoting each other's programs. Some of the organizations engaged in the Sampson County's Community Health Improvement Plan (CHIP) include:

- Clinton City Schools
- City of Clinton Government
- Sampson County Government
- Sampson County Commissioners
- Sampson County Schools
- Sampson Community College
- YMCA of Southeastern North Carolina
- Sampson County Health Department
- Sampson Regional Medical Center
- Sampson County Extension Agency
- Clinton Recreation and Parks Department
- Poe Center for Health Education
- ECU – Healthier Lives and Beyond
- Eastpointe

Chapter 10 Community Prioritization Process

A data findings report was presented to community health stakeholders in February 2022. During the discussion, there was an emphasis on using Healthy NC 2030 as a guide to direct our local efforts. And the importance of using a population health framework to improve health and wellness.

The group was engaged in the conversation of how best to work together to make community health improvements. The committee reconvened for a second meeting, continued the discussion and health priorities were set. It was agreed upon to continue regular meetings with sub-committees for each specific health priority. This helps to keep our Community Health Improvement Plan an ongoing conversation. It gives us the opportunity to:

- Collaborate to ensure our county resources are best utilized and that the health concerns are addressed in the most efficient and effective way
- Communicate, support, and promote each other's programs so our community is aware of and utilizes our resources
- Improve the health, partnerships, and communication amongst community health leaders

CHNA References

Data Sources and References for ENC Health Community Health Assessment (2020-2021)

Health Outcomes	Source	Years
Life expectancy	NC-DHHS State Center for Health Statistics	2014-2018
Leading causes of death	NC-DHHS State Center for Health Statistics / CDC, NCHS	2019
Fetal deaths and fetal death rates	NC-DHHS State Center for Health Statistics	2014-2018
Leading causes of injury death, hospitalization, and ED visits	NC-DHHS, Injury & Violence Prevention Branch	2016-2019
Communicable diseases	NC-DHHS State Center for Health Statistics	2018
Clinical Care	Source	Years
Population per primary care physicians	Cecil G. Sheps, Center for Health Services Research, UNC	2017
Physicians per population by county	Cecil G. Sheps, Center for Health Services Research, UNC	2019
Health Insurance Coverage	U.S. Census Bureau ACS 5-year Estimate	2015-2019
Government Health Insurance Only	U.S. Census Bureau ACS 5-year Estimate	
Health Behavior Factors	Source	Years
BRFSS	NC-DHHS State Center for Health Statistics	2018
Health ENC Primary Data Questions – Quality of Life, Behavior	Health ENC Report	2020-2021
Healthy NC, 2030	NCIOM / NC DHHS	2020
County Health Rankings	Robert Woods Johnson Foundation	Varies
Social and Economic Factors	Source	Years
Population	U.S. Census Bureau ACS 5-year Estimate	2015-2019
Projected Population	NC Office of State Mgmt & Budget Pop Projections and US Census	2021
General population characteristics	Census Population Estimates	2015-2019
Education	U.S. Census Bureau, ACS 5-year Estimate	2015-2019
Employment	U.S. Census Bureau, ACS 5-year Estimate	2015-2019
Income	U.S. Census Bureau, ACS 5-year Estimate	2015-2019
Minority Populations	U.S. Census Bureau, ACS 5-year Estimate	2015-2019
Military Population	U.S. Census Bureau, ACS 5-year Estimate	2015-2019
Veteran Population	U.S. Census Bureau, ACS 5-year Estimate	2015-2019
Birth Rate	NC State Center for Health Statistics	2016-2019
Poverty (% of population with income <200% of poverty level)	U.S. Census Bureau, ACS 5-year Estimate	2015-2019
Poverty by race and ethnicity	U.S. Census Bureau ACS 5-year Estimate	2013-2019
Children in poverty	U.S. Census Bureau, ACS 5-year Estimate	2015-2019
Older adults in poverty	U.S. Census Bureau, ACS 5-year Estimate	2015-2019
Disabled people in poverty	U.S. Census Bureau, ACS 5-year Estimate	2015-2019
Housing – Median monthly costs	U.S. Census Bureau, ACS 5-year Estimate	2015-2019
Housing – median monthly costs in surrounding counties	U.S. Census Bureau, ACS 5-year Estimate	2015-2019
Employment by industries	U.S. Census Bureau, ACS 5-year Estimate	2015-2019
Food Insecurity	U.S. Census Bureau, ACS 5-year Estimate	2015-2019
Percent of population below 200% by zip code	U.S. Census Bureau, ACS 5-year Estimate	2015-2019
Educational attainment	U.S. Census Bureau, ACS 5-year Estimate	2015-2019
High School dropout rate (% dropout per 100 students)	N.C. Dept of Public Instruction	2016-2020
High School suspension rate (% suspension per 100 students)	N.C. Dept of Public Instruction	2019-2020
Transportation (% of workers commuting; % of workers drive alone)	U.S. Census Bureau, ACS 5-year Estimate	2015-2019
Tier Designation (County Distress Ranking)	N.C. Department of Commerce	2021
Community and Safety Factors	Source	Years
Crime and Safety	N.C. State Bureau of Investigations, uniform crime report	2016-2019
Juvenile Crime (% Undisciplined and % Delinquent per 1,000)	NC. Dept. of Public Safety, juvenile justice county Databook	2017-2020
Incarceration (Rate per 100,000 population)	N.C. Dept. of Public Safety	2019-2020
Child Abuse (Reports per 1000, age 0-18 years)	Annie E. Casey Foundation Kids Count Data Center	2015-2018
Severe housing problems	Robert Woods Johnson County Health Rankings	2013-2017

Appendices to the 2021 Community Health Needs Assessment

[Appendix A: Community Health Needs Assessment Survey \(Health ENC 2021\)](#)

[Appendix B. HNC 2030 State and County Data \(December 2021\)](#)

[Appendix C. County Data Tables \(Spring 2021\)](#)

Community Health Needs Assessment 2021

PID 1535

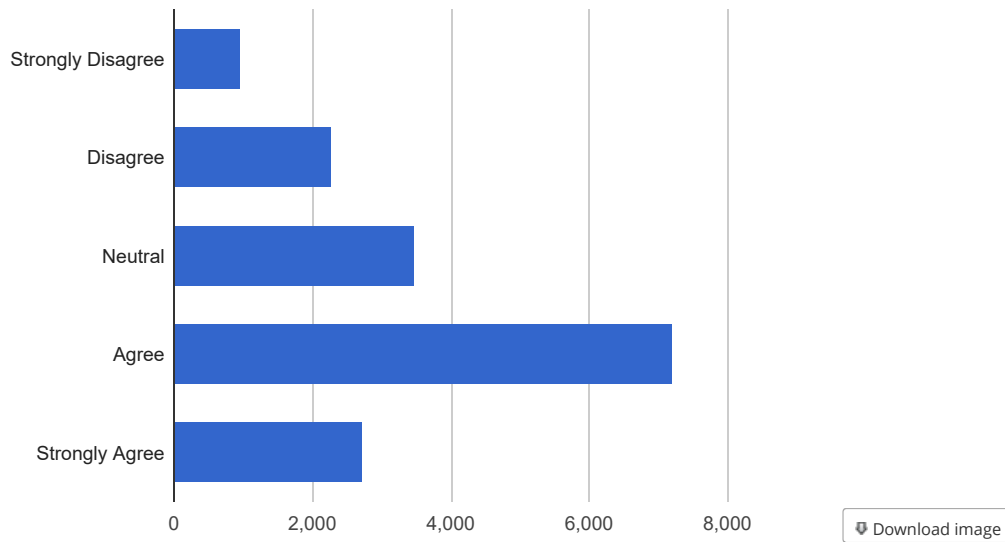
Data Exports, Reports, and Stats

Sampson County

There is good healthcare in my county. *(healthcare)*

Total Count (N)	Missing*	Unique
458	0 (0.0%)	5

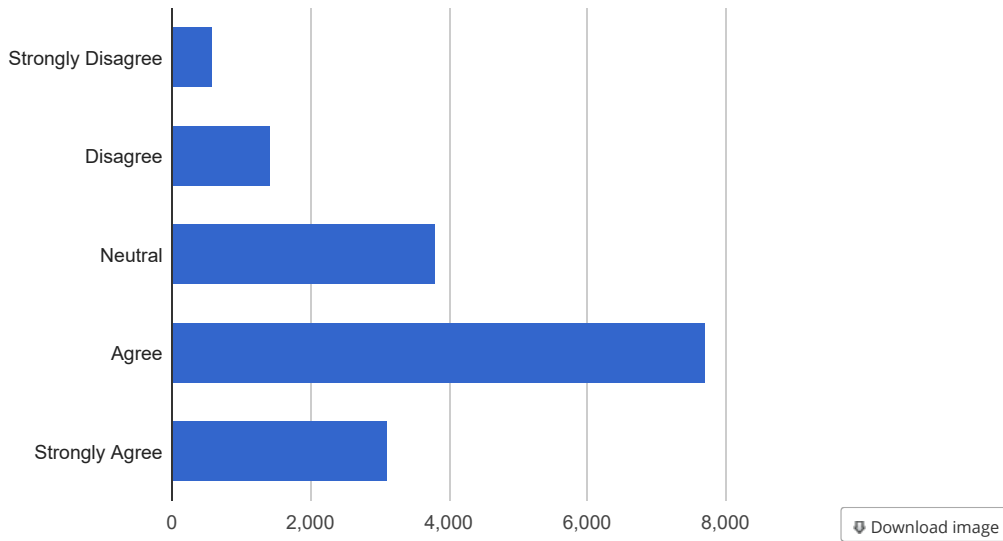
Counts/frequency: Strongly Disagree (17, 3.7%), Disagree (46, 10.0%), Neutral (107, 23.4%), Agree (210, 45.9%), Strongly Agree (78, 17.0%)



This county is a good place to raise children. *(raise_children)*

Total Count (N)	Missing*	Unique
458	0 (0.0%)	5

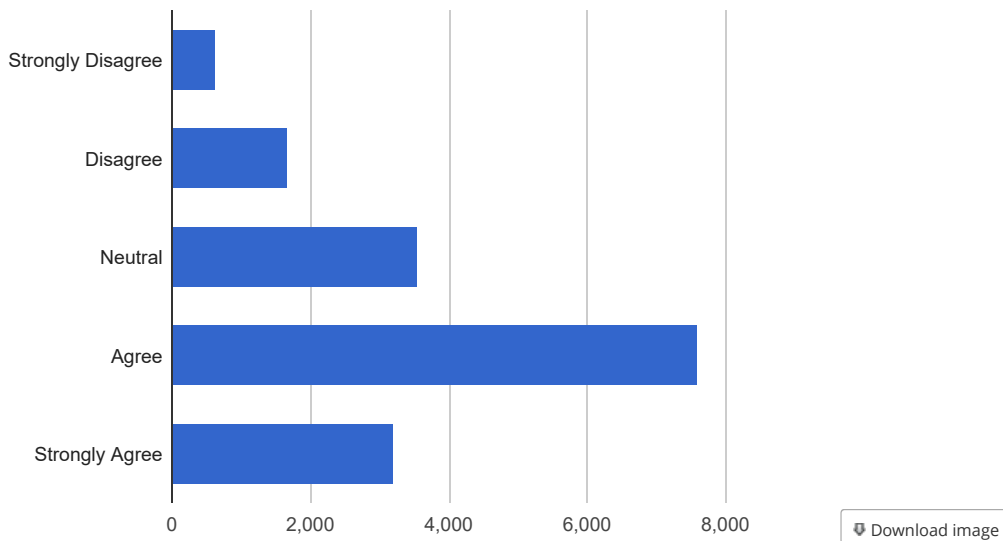
Counts/frequency: Strongly Disagree (10, 2.2%), Disagree (20, 4.4%), Neutral (86, 18.8%), Agree (242, 52.8%), Strongly Agree (100, 21.8%)



This county is a good place to grow old. (*grow_old*)

Total Count (N)	Missing*	Unique
457	1 (0.2%)	5

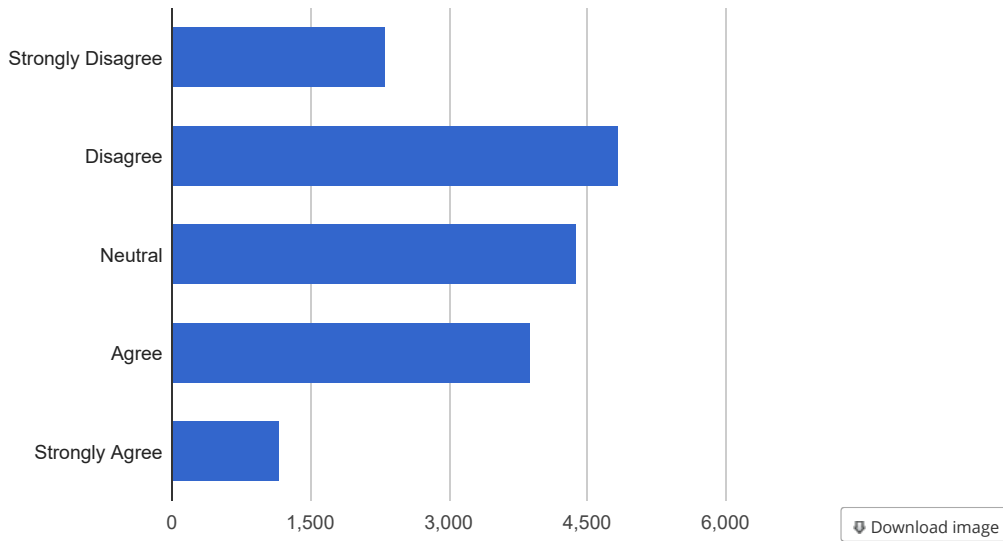
Counts/frequency: Strongly Disagree (7, 1.5%), Disagree (20, 4.4%), Neutral (94, 20.6%), Agree (229, 50.1%), Strongly Agree (107, 23.4%)



There is plenty of economic opportunity in this county. (*econ_opp*)

Total Count (N)	Missing*	Unique
457	1 (0.2%)	5

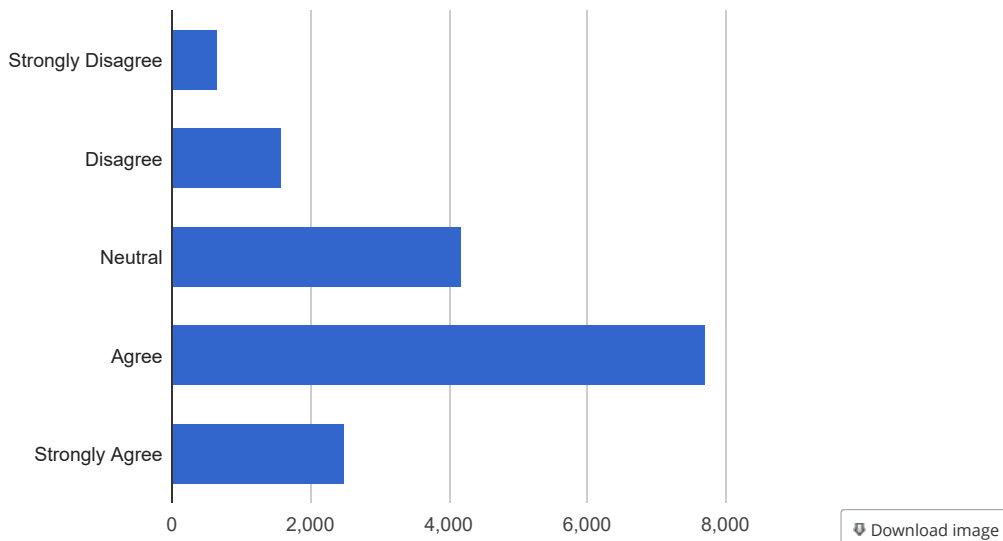
Counts/frequency: Strongly Disagree (40, 8.8%), Disagree (120, 26.3%), Neutral (129, 28.2%), Agree (125, 27.4%), Strongly Agree (43, 9.4%)



This county is a safe place to live *(safe)*

Total Count (N)	Missing*	Unique
456	2 (0.4%)	5

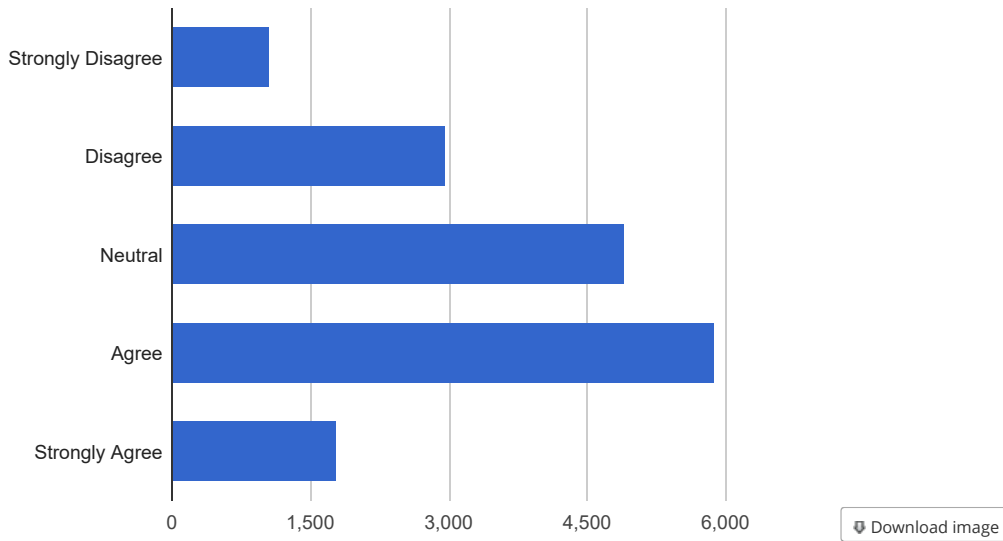
Counts/frequency: Strongly Disagree (5, 1.1%), Disagree (20, 4.4%), Neutral (131, 28.7%), Agree (232, 50.9%), Strongly Agree (68, 14.9%)



There is plenty of help for people during times of need in this county. *(help)*

Total Count (N)	Missing*	Unique
457	1 (0.2%)	5

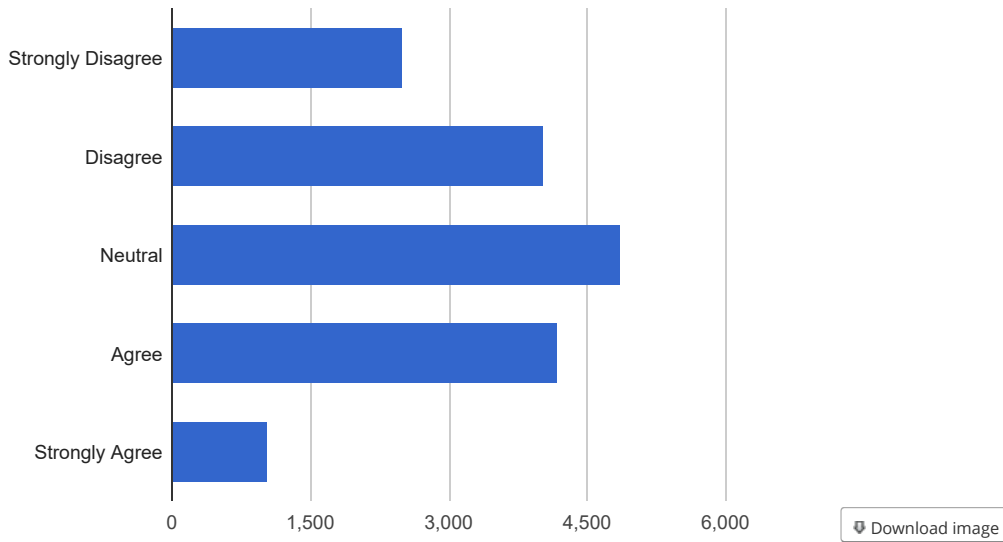
Counts/frequency: Strongly Disagree (25, 5.5%), Disagree (55, 12.0%), Neutral (127, 27.8%), Agree (189, 41.4%), Strongly Agree (61, 13.3%)



There is affordable housing that meets the needs in this county *(affordable)*

Total Count (N)	Missing*	Unique
457	1 (0.2%)	5

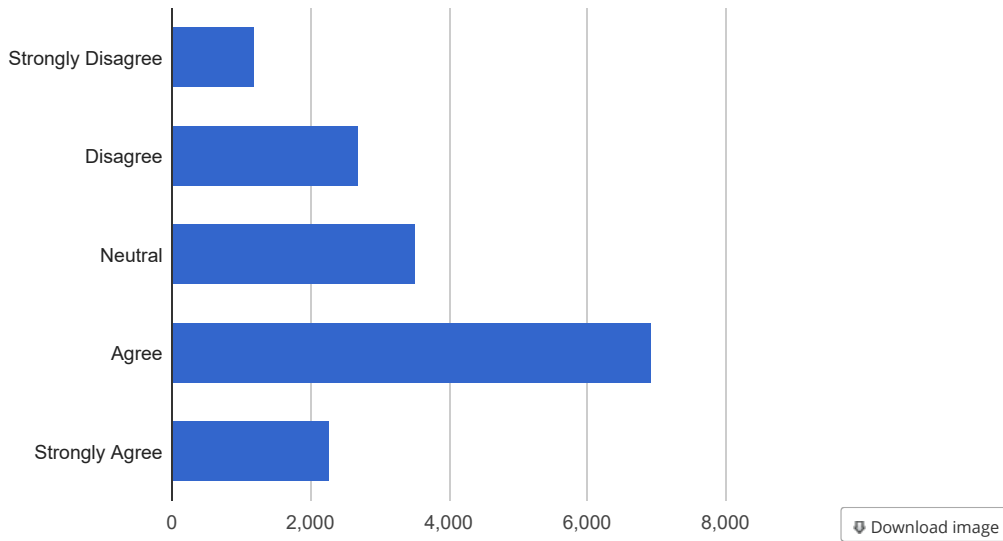
Counts/frequency: Strongly Disagree (29, 6.3%), Disagree (82, 17.9%), Neutral (156, 34.1%), Agree (151, 33.0%), Strongly Agree (39, 8.5%)



There are good parks and recreation facilities in this county. *(parks)*

Total Count (N)	Missing*	Unique
457	1 (0.2%)	5

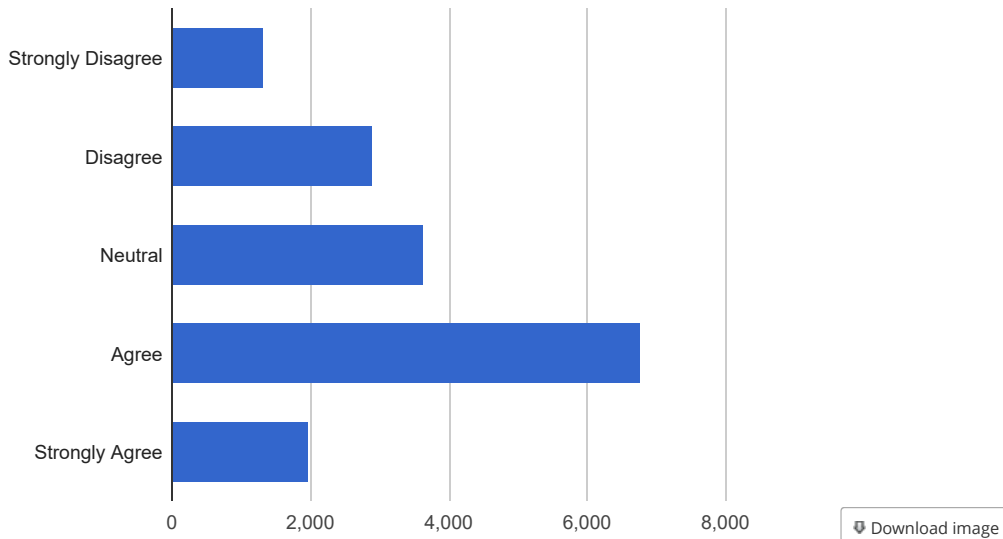
Counts/frequency: Strongly Disagree (25, 5.5%), Disagree (84, 18.4%), Neutral (135, 29.5%), Agree (168, 36.8%), Strongly Agree (45, 9.8%)



It is easy to buy healthy foods in this county. (*healthyfood*)

Total Count (N)	Missing*	Unique
454	4 (0.9%)	5

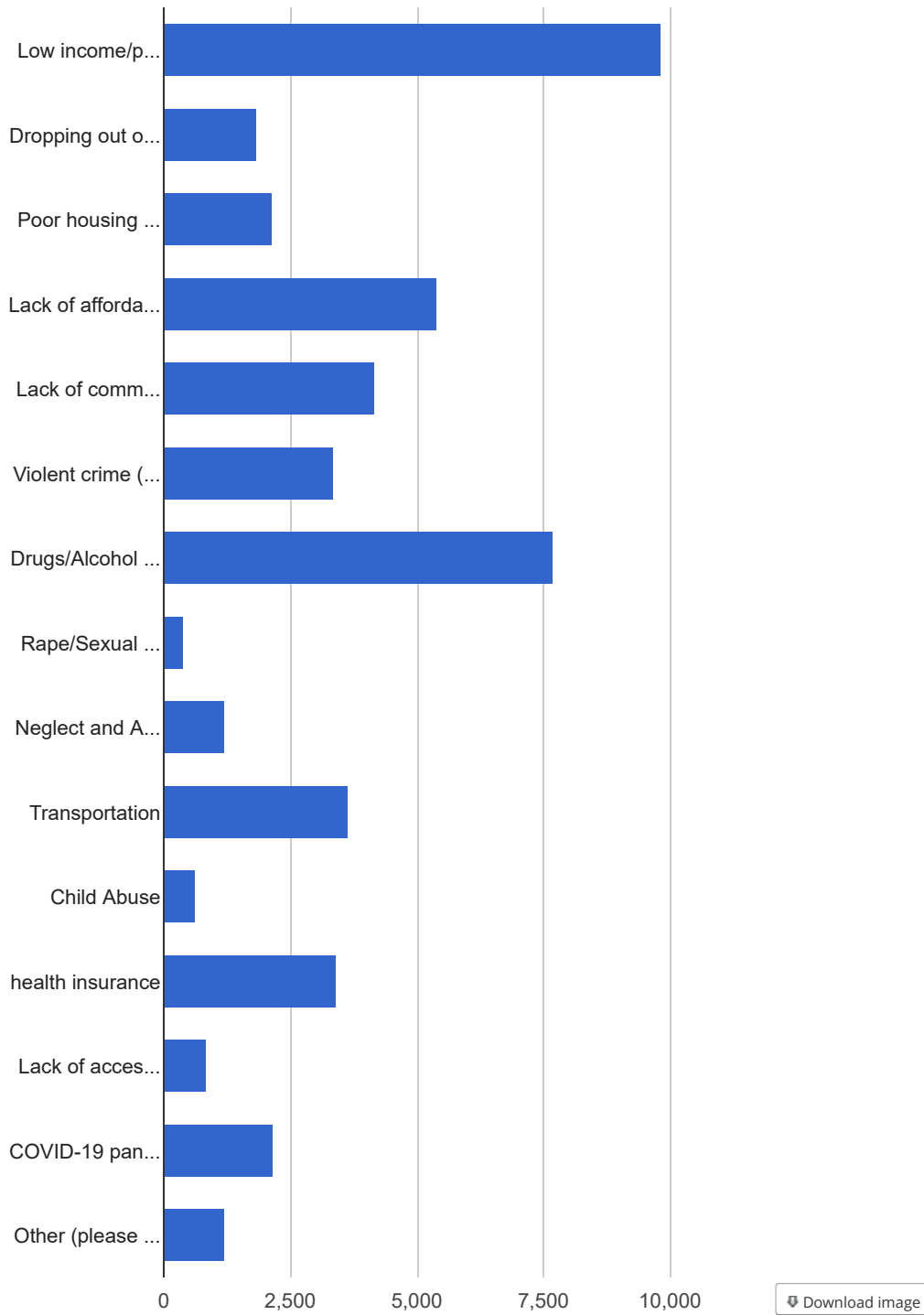
Counts/frequency: Strongly Disagree (28, 6.2%), Disagree (84, 18.5%), Neutral (101, 22.2%), Agree (179, 39.4%), Strongly Agree (62, 13.7%)



Please select the top 3 issues which have the highest impact on quality of life in this county. (*topissues*)

Total Count (N)	Missing*	Unique
458	0 (0.0%)	15

Counts/frequency: Low income/poverty (251, 54.8%), Dropping out of school (86, 18.8%), Poor housing conditions (59, 12.9%), Lack of affordable housing (93, 20.3%), Lack of community resources (152, 33.2%), Violent crime (murder, assault) Theft (64, 14.0%), Drugs/Alcohol (Substance Use) (248, 54.1%), Rape/Sexual Assault (17, 3.7%), Neglect and Abuse (59, 12.9%), Transportation (76, 16.6%), Child Abuse (31, 6.8%), health insurance (99, 21.6%), Lack of access to enough food (9, 2.0%), COVID-19 pandemic (80, 17.5%), Other (please specify) (16, 3.5%)



Other (topthreeother1)

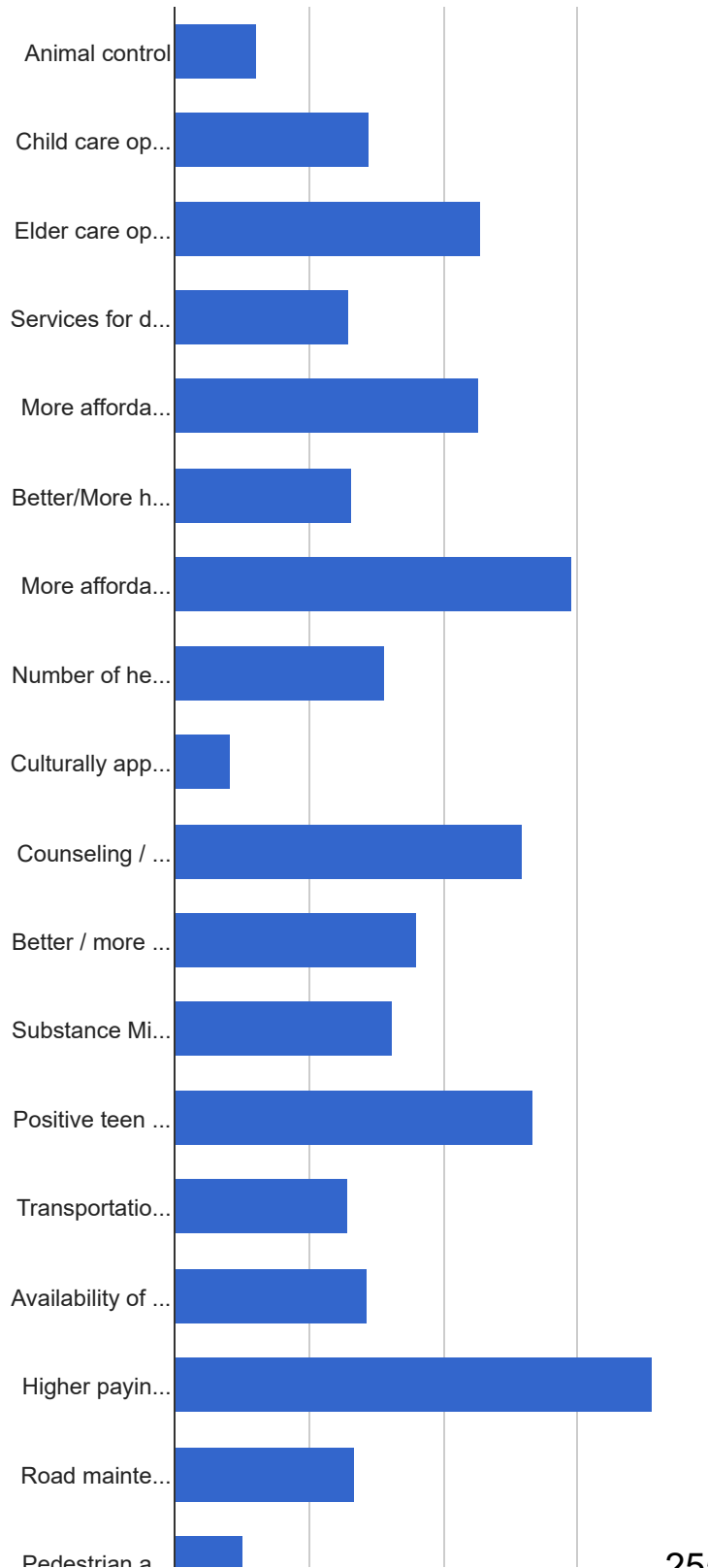
Total Count (N)	Missing*
16	442 (96.5%)

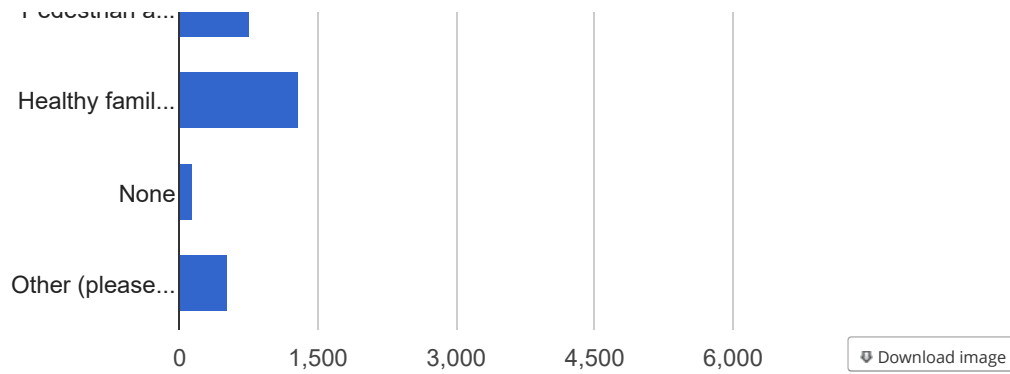
Please select what you feel are the top 3 services that need the most improvement in your community. (improvements)

Total Count (N)	Missing*	Unique

457	1 (0.2%)	21
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Counts/frequency: Animal control (30, 6.6%), Child care options (60, 13.1%), Elder care options (109, 23.9%), Services for disabled people (53, 11.6%), More affordable health services (101, 22.1%), Better/More healthy food choices (67, 14.7%), More affordable / better housing (74, 16.2%), Number of healthcare providers (66, 14.4%), Culturally appropriate health services (28, 6.1%), Counseling / mental and behavioral health / support groups (107, 23.4%), Better / more recreational facilities (parks, trails, community centers) (106, 23.2%), Substance Misuse Services/ Recovery Support (69, 15.1%), Positive teen activities (105, 23.0%), Transportation options (36, 7.9%), Availability of employment (45, 9.8%), Higher paying employment (139, 30.4%), Road maintenance (70, 15.3%), Pedestrian and cyclist road safety (9, 2.0%), Healthy family activities (49, 10.7%), None (8, 1.8%), Other (please specify) (8, 1.8%)





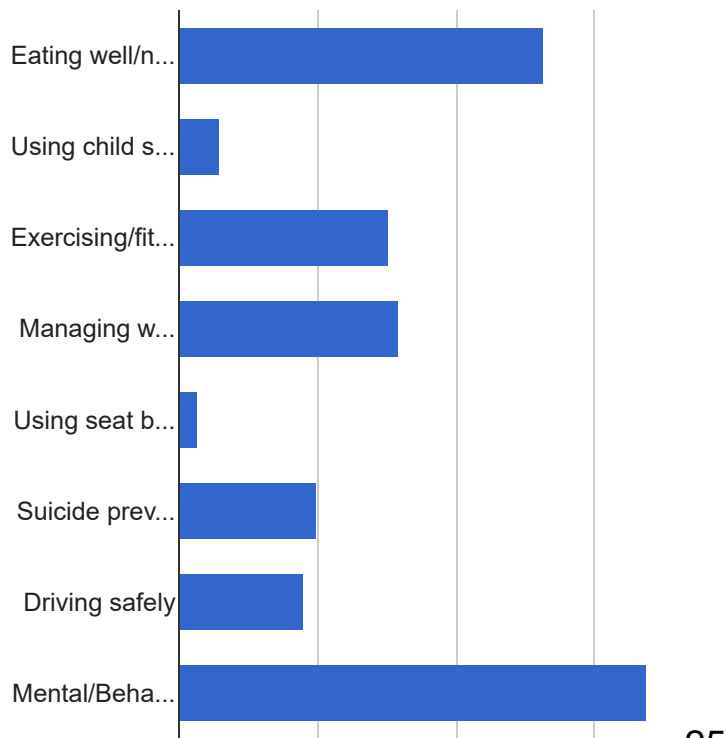
Other (*improvement_other*)

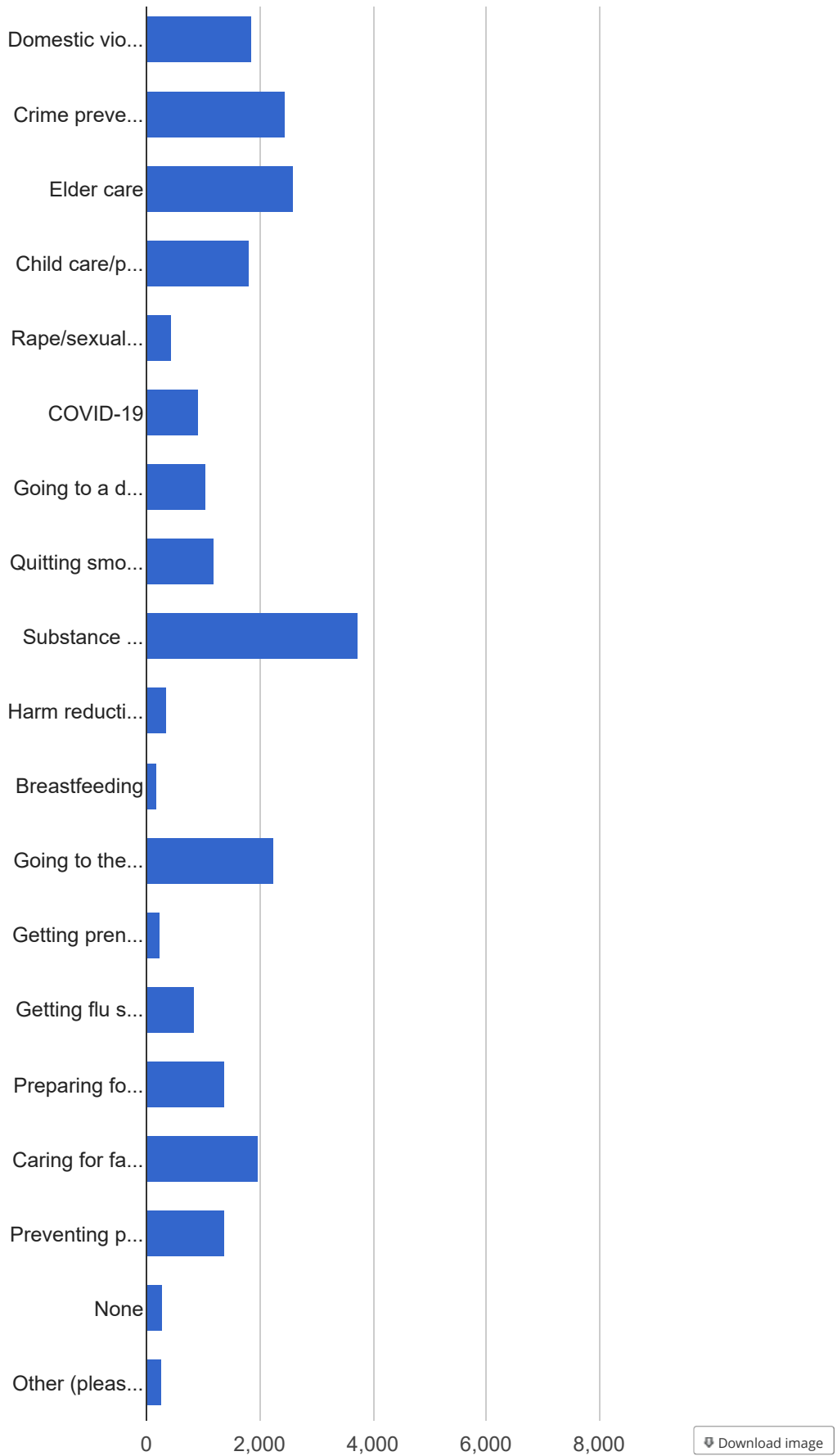
Total Count (N)	Missing*
7	451 (98.5%)

Please select the top 3 health behaviors that you feel people in your community need more information about. (*health_behavior*)

Total Count (N)	Missing*	Unique
456	2 (0.4%)	27

Counts/frequency: Eating well/nutrition (155, 34.0%), Using child safety car seats (15, 3.3%), Exercising/fitness (129, 28.3%), Managing weight (104, 22.8%), Using seat belts (14, 3.1%), Suicide prevention (52, 11.4%), Driving safely (42, 9.2%), Mental/Behavioral Health (159, 34.9%), Domestic violence prevention (55, 12.1%), Crime prevention (73, 16.0%), Elder care (70, 15.4%), Child care/parenting (66, 14.5%), Rape/sexual abuse prevention (15, 3.3%), COVID-19 (26, 5.7%), Going to a dentist for check-ups/preventive care (22, 4.8%), Quitting smoking/tobacco use prevention (25, 5.5%), Substance misuse prevention (101, 22.1%), Harm reduction (7, 1.5%), Breastfeeding (4, 0.9%), Going to the doctor for yearly check-ups and screenings (60, 13.2%), Getting prenatal care during pregnancy (7, 1.5%), Getting flu shots and other vaccines (17, 3.7%), Preparing for an emergency/disaster (27, 5.9%), Caring for family members with special needs / disabilities (41, 9.0%), Preventing pregnancy and sexually transmitted diseases (safe sex) (33, 7.2%), None (7, 1.5%), Other (please specify) (7, 1.5%)





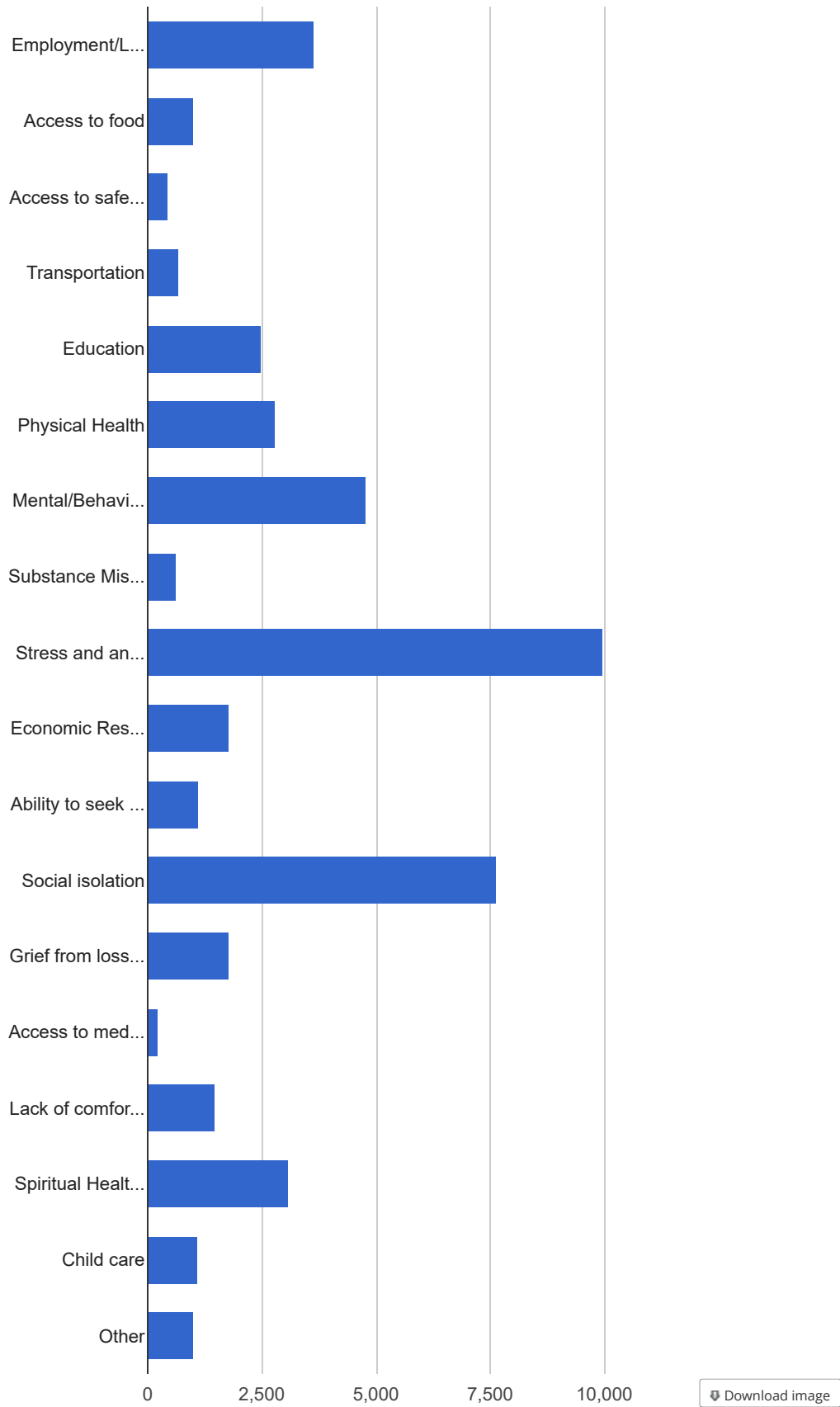
Other (*heath_behavin_other*)

Total Count (N)	Missing*
7	451 (98.5%)

Please select the top 3 areas where COVID-19 have impacted you most severely/significantly? *(covid)*

Total Count (N)	Missing*	Unique
447	11 (2.4%)	18

Counts/frequency: Employment/Loss of Job (86, 19.2%), Access to food (20, 4.5%), Access to safe housing (13, 2.9%), Transportation (21, 4.7%), Education (81, 18.1%), Physical Health (81, 18.1%), Mental/Behavioral Health (94, 21.0%), Substance Misuse (17, 3.8%), Stress and anxiety (277, 62.0%), Economic Resources (61, 13.6%), Ability to seek medical care (38, 8.5%), Social isolation (200, 44.7%), Grief from loss of loved one (41, 9.2%), Access to medication (4, 0.9%), Lack of comfort in seeking medical care (40, 8.9%), Spiritual Health/Well-being (91, 20.4%), Child care (37, 8.3%), Other (23, 5.1%)



[Download image](#)

Other (*other_covid*)

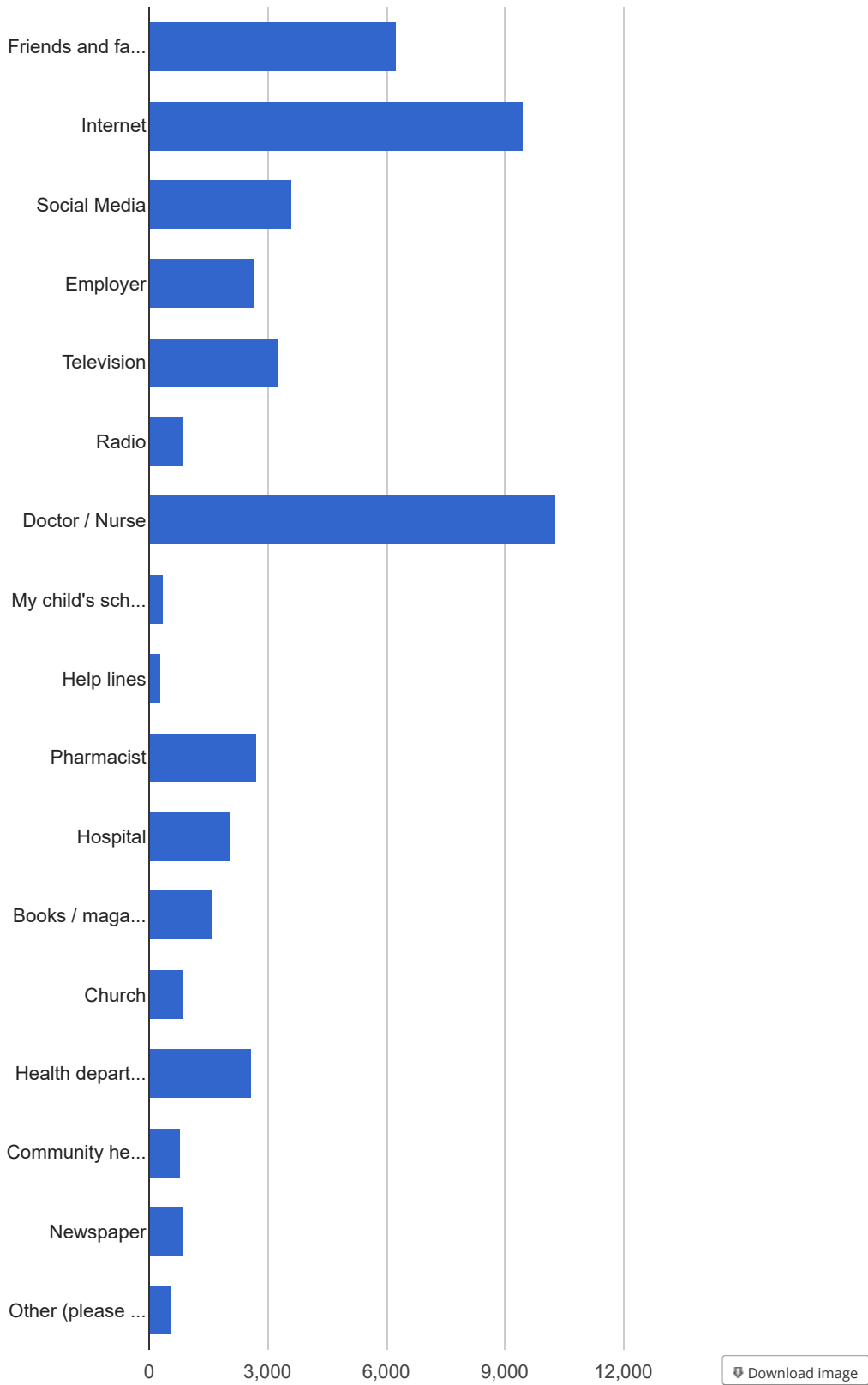
Total Count (N)	Missing*
17	441 (96.3%)

Where do you get most of your health-related information? (Please check all that apply)

(health_info)

Total Count (N)	Missing*	Unique
457	<u>1</u> (0.2%)	17

Counts/frequency: Friends and family (158, 34.6%), Internet (245, 53.6%), Social Media (103, 22.5%), Employer (76, 16.6%), Television (92, 20.1%), Radio (28, 6.1%), Doctor / Nurse (273, 59.7%), My child's school (9, 2.0%), Help lines (7, 1.5%), Pharmacist (79, 17.3%), Hospital (54, 11.8%), Books / magazines (46, 10.1%), Church (21, 4.6%), Health department (75, 16.4%), Community health worker (25, 5.5%), Newspaper (29, 6.3%), Other (please specify) (13, 2.8%)



[Download image](#)

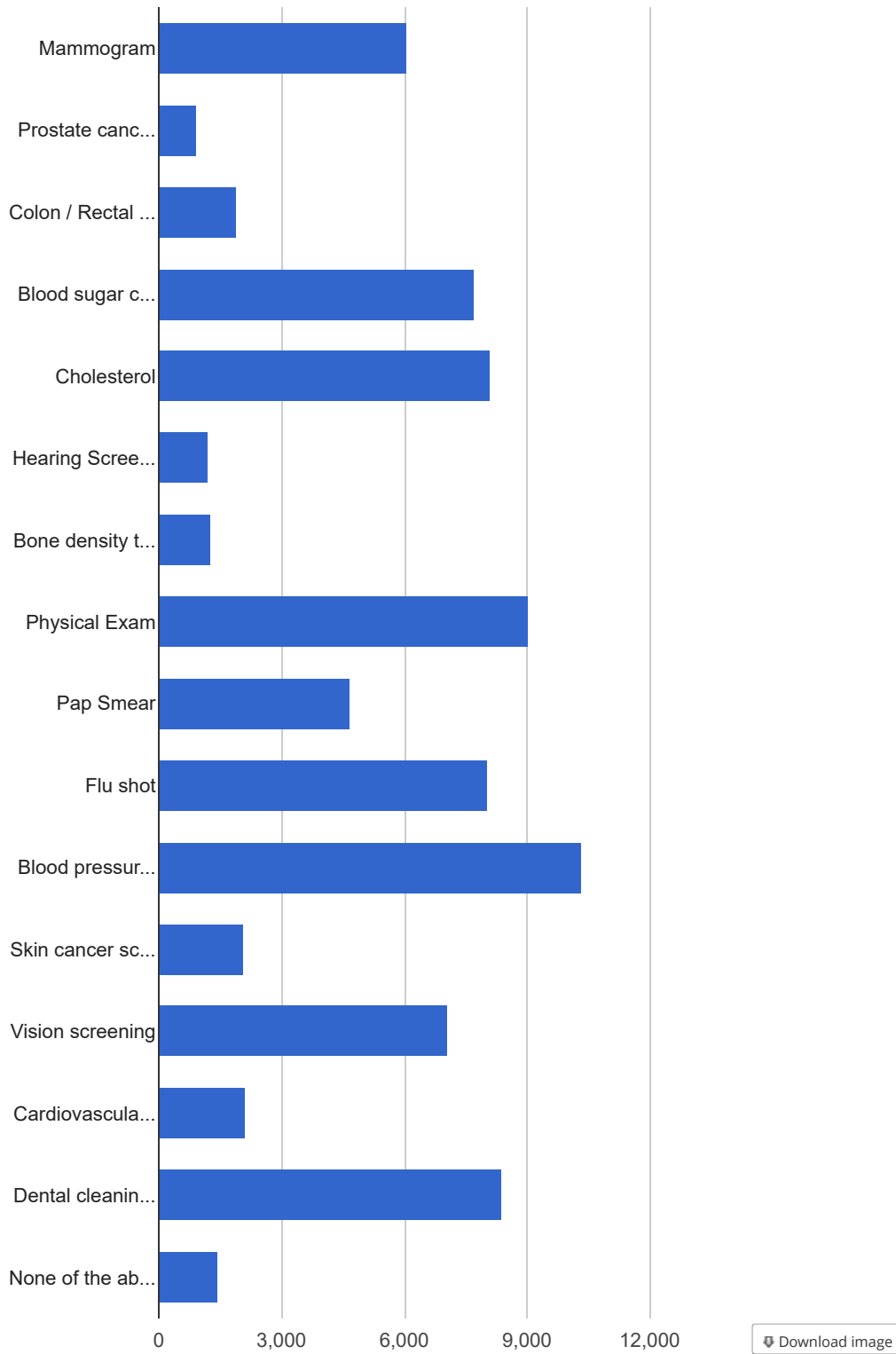
Other (*health_info_other*)

Total Count (N)	Missing*
13	445 (97.2%)

Which of the following preventative services have you had in the past 12 months? (Check all that apply) *(prevent_services)*

Total Count (N)	Missing*	Unique
457	<u>1 (0.2%)</u>	16

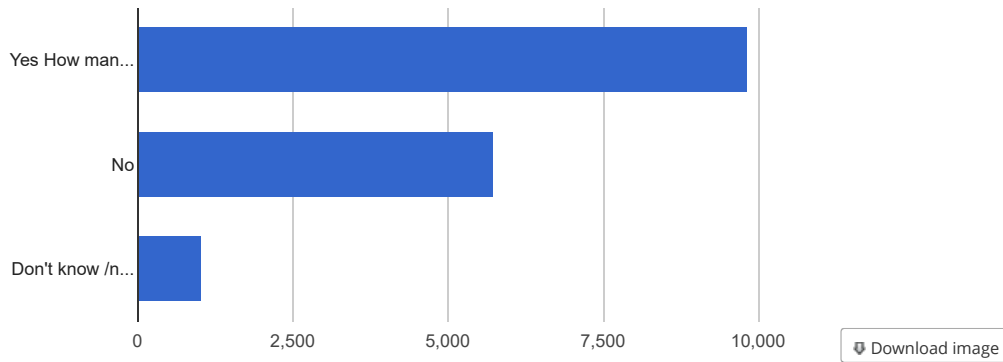
Counts/frequency: Mammogram (161, 35.2%), Prostate cancer screening (35, 7.7%), Colon / Rectal exam (42, 9.2%), Blood sugar check (189, 41.4%), Cholesterol (224, 49.0%), Hearing Screening (30, 6.6%), Bone density test (34, 7.4%), Physical Exam (229, 50.1%), Pap Smear (96, 21.0%), Flu shot (211, 46.2%), Blood pressure check (256, 56.0%), Skin cancer screening (61, 13.3%), Vision screening (166, 36.3%), Cardiovascular screening (35, 7.7%), Dental cleaning / x-rays (239, 52.3%), None of the above (55, 12.0%)



During a normal week, other than in your regular job, do you engage in any physical activity or exercise that lasts at least a half an hour? (Please select only one) *(physicalactivity)*

Total Count (N)	Missing*	Unique
456	2 (0.4%)	3

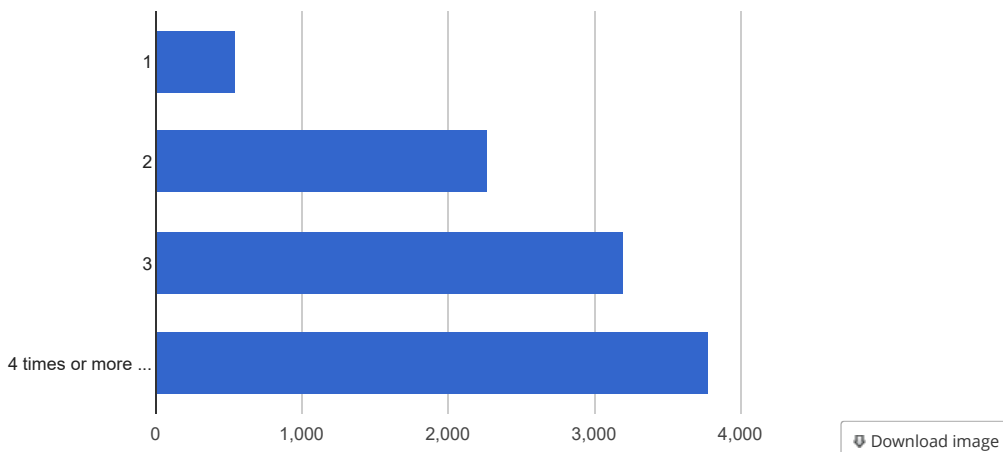
Counts/frequency: Yes How many times per week? (211, 46.3%), No (199, 43.6%), Don't know /not sure (46, 10.1%)



How many times per week? (*exercisetimesweek*)

Total Count (N)	Missing*	Unique
211	247 (53.9%)	4

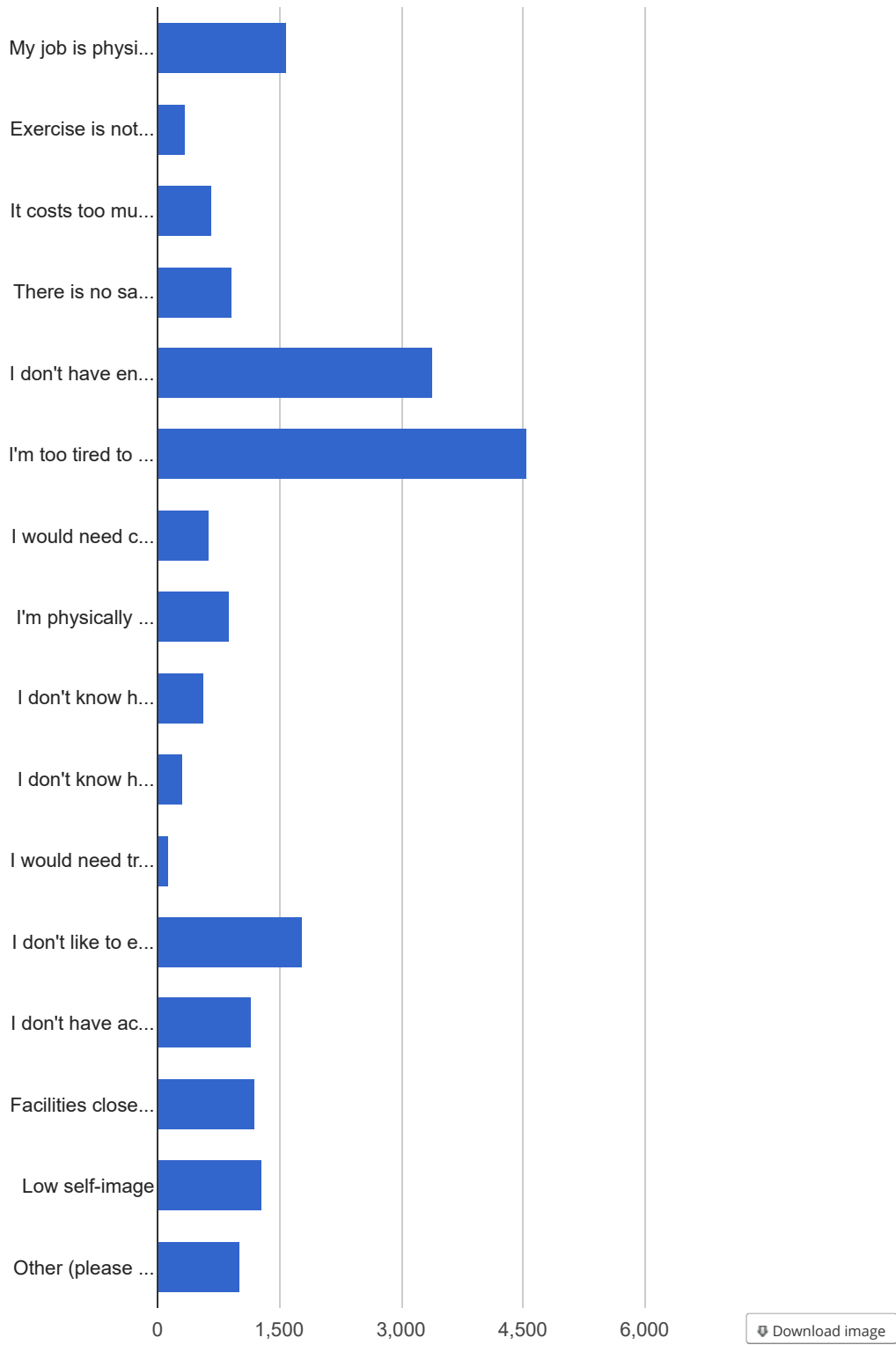
Counts/frequency: 1 (15, 7.1%), 2 (64, 30.3%), 3 (64, 30.3%), 4 times or more per week (68, 32.2%)



If you do not exercise at least a half hour a few days each week, please select the reasons why you do not exercise? (Please select all that apply) (*notexercise*)

Total Count (N)	Missing*	Unique
335	123 (26.9%)	16

Counts/frequency: My job is physical or hard labor. (51, 15.2%), Exercise is not important to me. (18, 5.4%), It costs too much to exercise. (26, 7.8%), There is no safe place to exercise. (33, 9.9%), I don't have enough time to exercise. (110, 32.8%), I'm too tired to exercise. (126, 37.6%), I would need child care and I don't have it. (20, 6.0%), I'm physically disabled. (25, 7.5%), I don't know how to find exercise partners. (10, 3.0%), I don't know how to safely (4, 1.2%), I would need transportation and I don't have it. (2, 0.6%), I don't like to exercise. (59, 17.6%), I don't have access to a facility that has the things I need, like a pool, golf course, or a track. (44, 13.1%), Facilities closed due to COVID 19 (57, 17.0%), Low self-image (32, 9.6%), Other (please specify) (29, 8.7%)



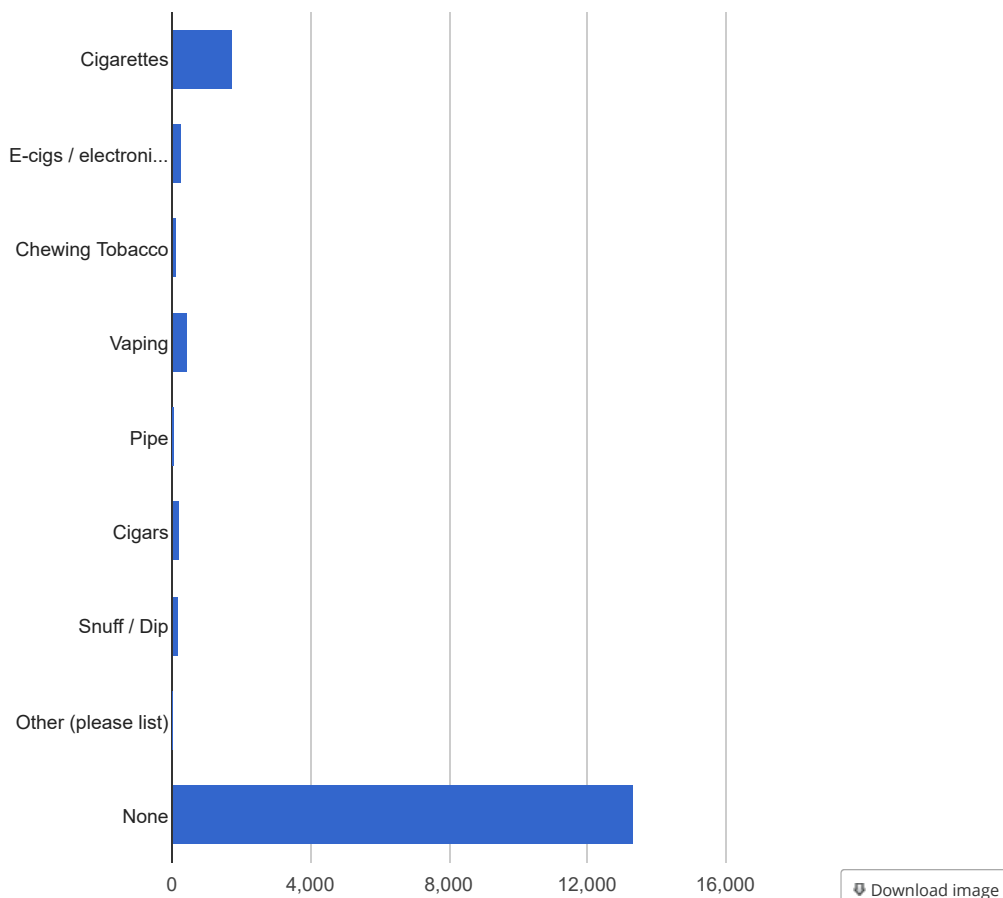
Other (*exercise_other*)

Total Count (N)	Missing*
29	429 (93.7%)

Please select any tobacco product you currently use, (*please_select_any_tobacco*)

Total Count (N)	Missing*	Unique
445	13 (2.8%)	9

Counts/frequency: Cigarettes (48, 10.8%), E-cigs / electronic cigarettes (5, 1.1%), Chewing Tobacco (6, 1.3%), Vaping (7, 1.6%), Pipe (1, 0.2%), Cigars (2, 0.4%), Snuff / Dip (8, 1.8%), Other (please list) (1, 0.2%), None (373, 83.8%)



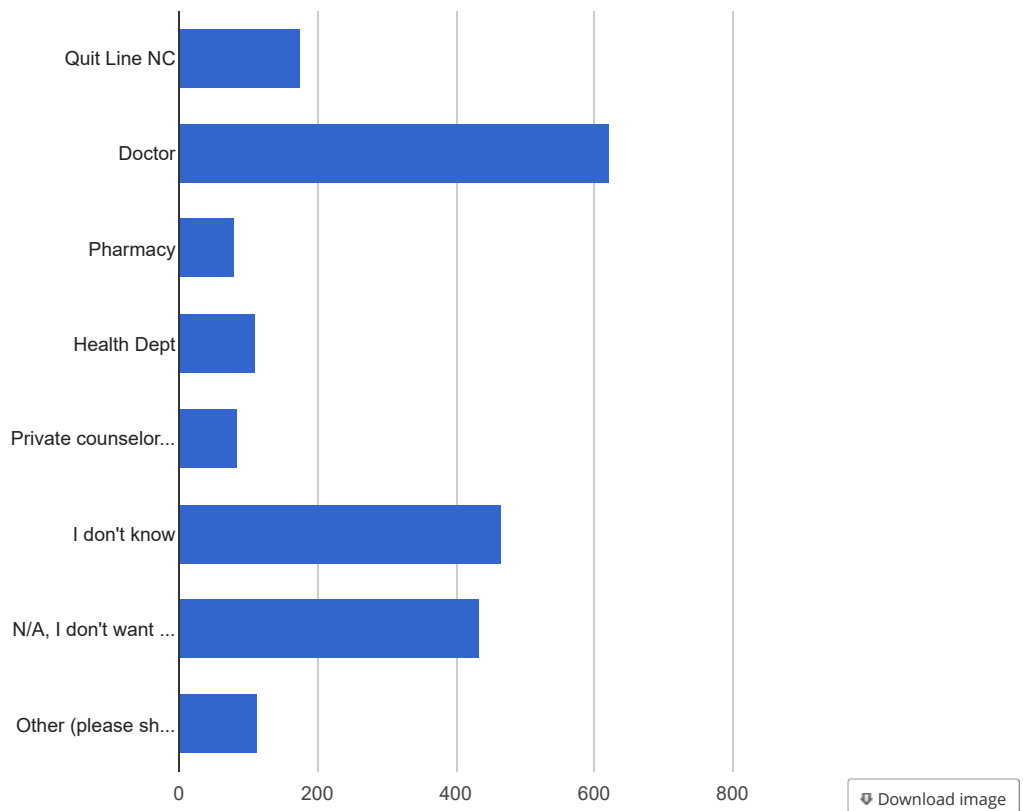
Other (please list) (*other_please_list*)

Total Count (N)	Missing*
0	458 (100.0%)

Where would you go for help if you wanted to quit? (*quit*)

Total Count (N)	Missing*	Unique
40	418 (91.3%)	7

Counts/frequency: Quit Line NC (3, 7.5%), Doctor (8, 20.0%), Pharmacy (1, 2.5%), Health Dept (0, 0.0%), Private counselor / therapist (1, 2.5%), I don't know (10, 25.0%), N/A, I don't want to quit (15, 37.5%), Other (please share more) (2, 5.0%)



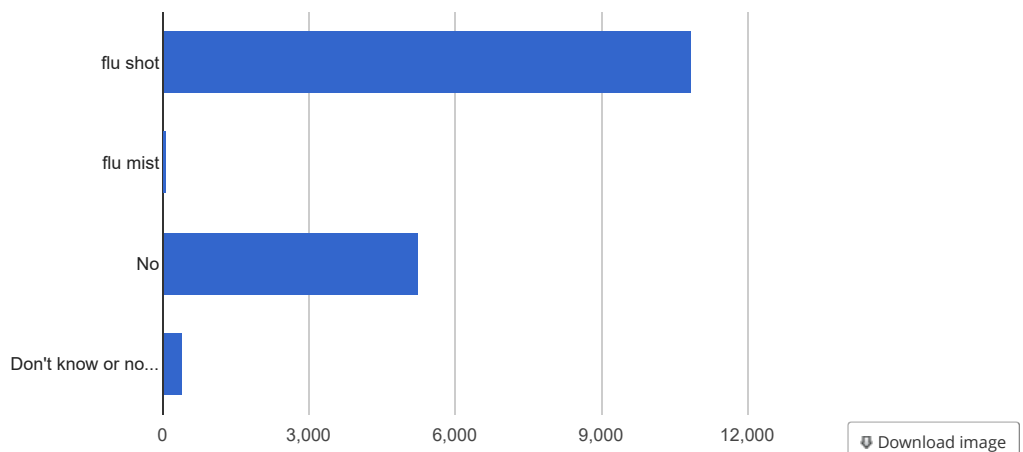
Other: (*quit_other*)

Total Count (N)	Missing*
0	458 (100.0%)

An influenza / flu vaccine can be a "flu shot" injected into your arm or a spray like "Flu Mist" which is sprayed into your nose. During the past 12 months, have you received a seasonal flu vaccine? (Choose only one) (*flu*)

Total Count (N)	Missing*	Unique
457	1 (0.2%)	4

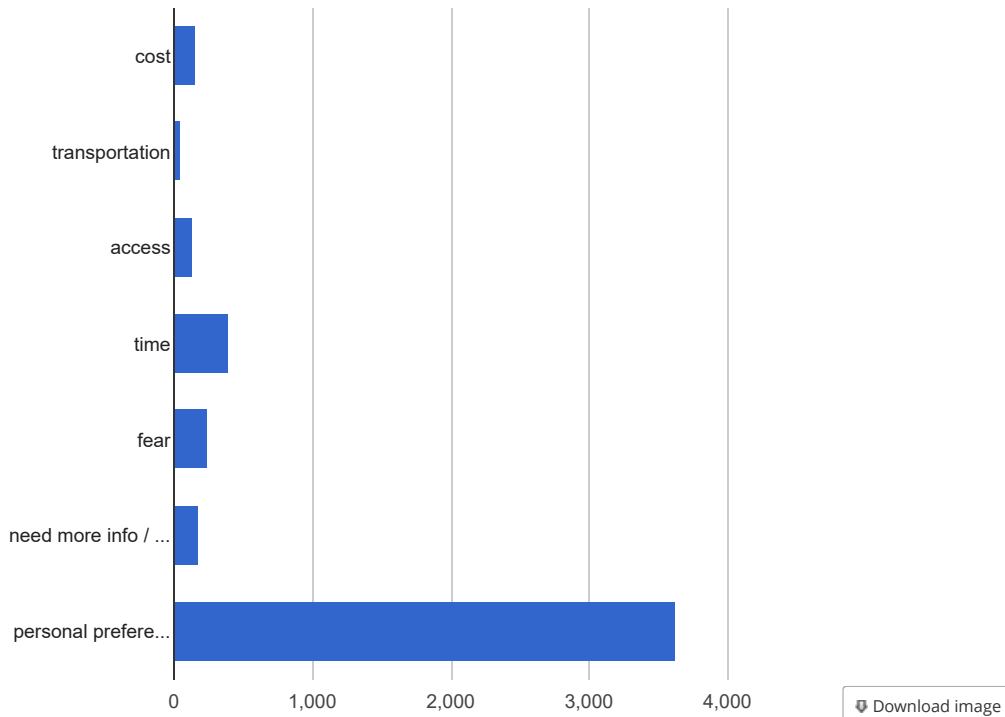
Counts/frequency: flu shot (304, 66.5%), flu mist (7, 1.5%), No (122, 26.7%), Don't know or not sure (24, 5.3%)



If you did not get your flu vaccine, why not? Please check any barriers. *(flu_barriers)*

Total Count (N)	Missing*	Unique
118	340 (74.2%)	7

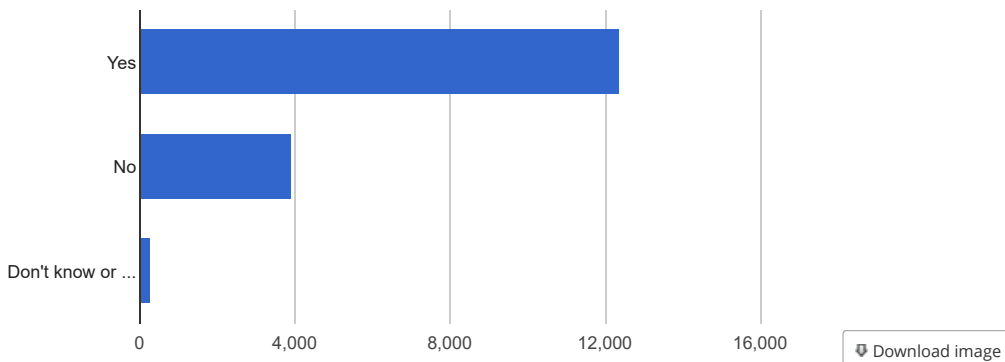
Counts/frequency: **cost** (1, 0.8%), **transportation** (1, 0.8%), **access** (2, 1.7%), **time** (12, 10.2%), **fear** (8, 6.8%), **need more info / have questions** (2, 1.7%), **personal preference** (92, 78.0%)



Have you had a COVID-19 vaccine? *(covidshot)*

Total Count (N)	Missing*	Unique
457	1 (0.2%)	3

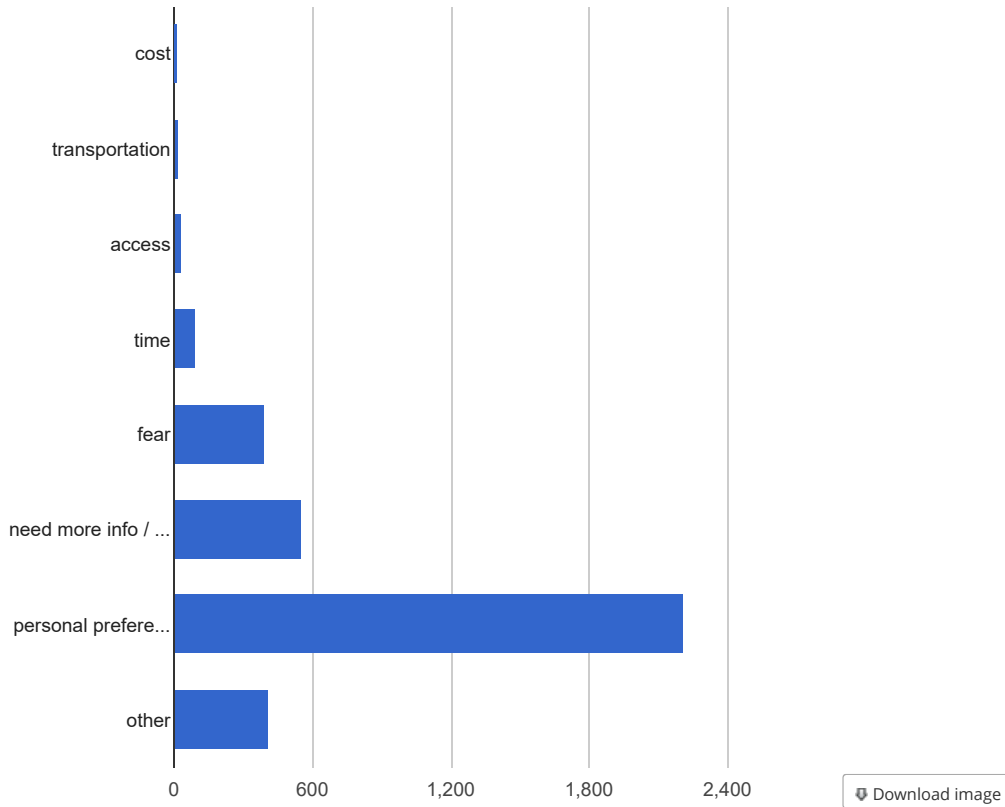
Counts/frequency: **Yes** (299, 65.4%), **No** (126, 27.6%), **Don't know or not sure** (32, 7.0%)



If you did not get your COVID-19 vaccine, why not? Please check any barriers. *(covidyesskip)*

Total Count (N)	Missing*	Unique
123	335 (73.1%)	7

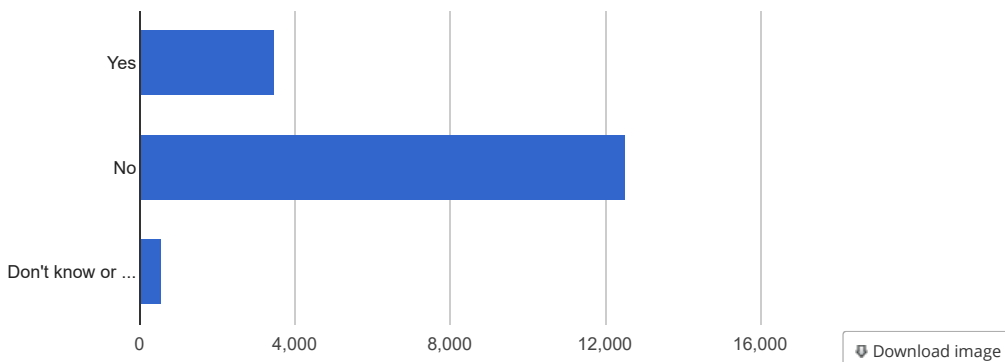
Counts/frequency: cost (0, 0.0%), transportation (1, 0.8%), access (1, 0.8%), time (1, 0.8%), fear (11, 8.9%), need more info / have questions (19, 15.4%), personal preference (80, 65.0%), other (10, 8.1%)



In the past 12 months, did you have a problem getting the health care you needed for you personally or for a family member from any type of health care provider, dentist, pharmacy, or other facility? (Please choose only one) *(healthcarehelp)*

Total Count (N)	Missing*	Unique
448	10 (2.2%)	3

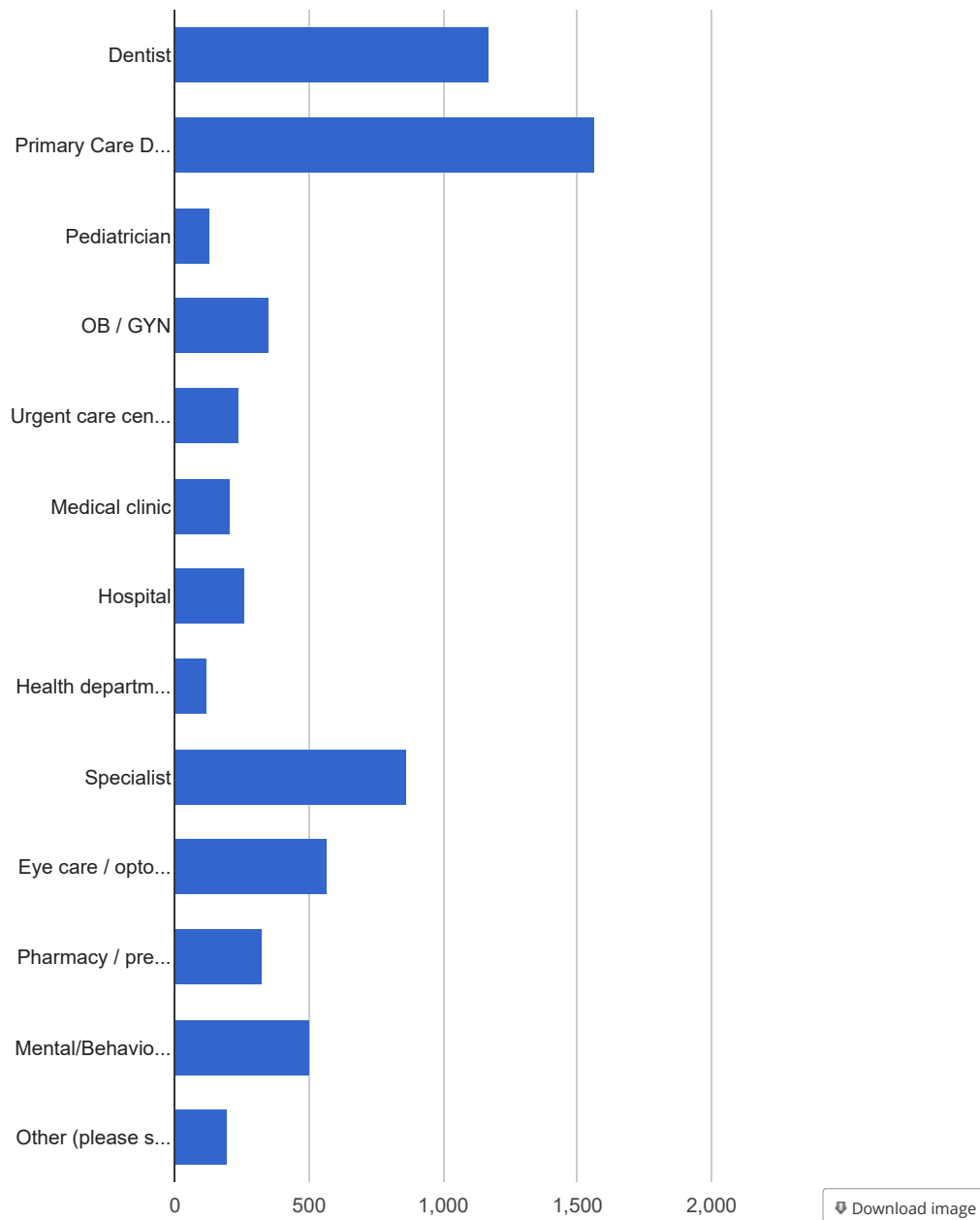
Counts/frequency: Yes (50, 11.2%), No (347, 77.5%), Don't know or not sure (51, 11.4%)



If yes, what type of provider or facility did you have trouble getting healthcare from? (Please choose all that apply) *(healthcareproviderhelp)*

Total Count (N)	Missing*	Unique
48	410 (89.5%)	13

Counts/frequency: Dentist (15, 31.3%), Primary Care Doctor (24, 50.0%), Pediatrician (1, 2.1%), OB / GYN (5, 10.4%), Urgent care center (4, 8.3%), Medical clinic (3, 6.3%), Hospital (3, 6.3%), Health department (1, 2.1%), Specialist (11, 22.9%), Eye care / optometrist / ophthalmologist (9, 18.8%), Pharmacy / prescriptions (3, 6.3%), Mental/Behavioral Health Providers (6, 12.5%), Other (please share more) (4, 8.3%)



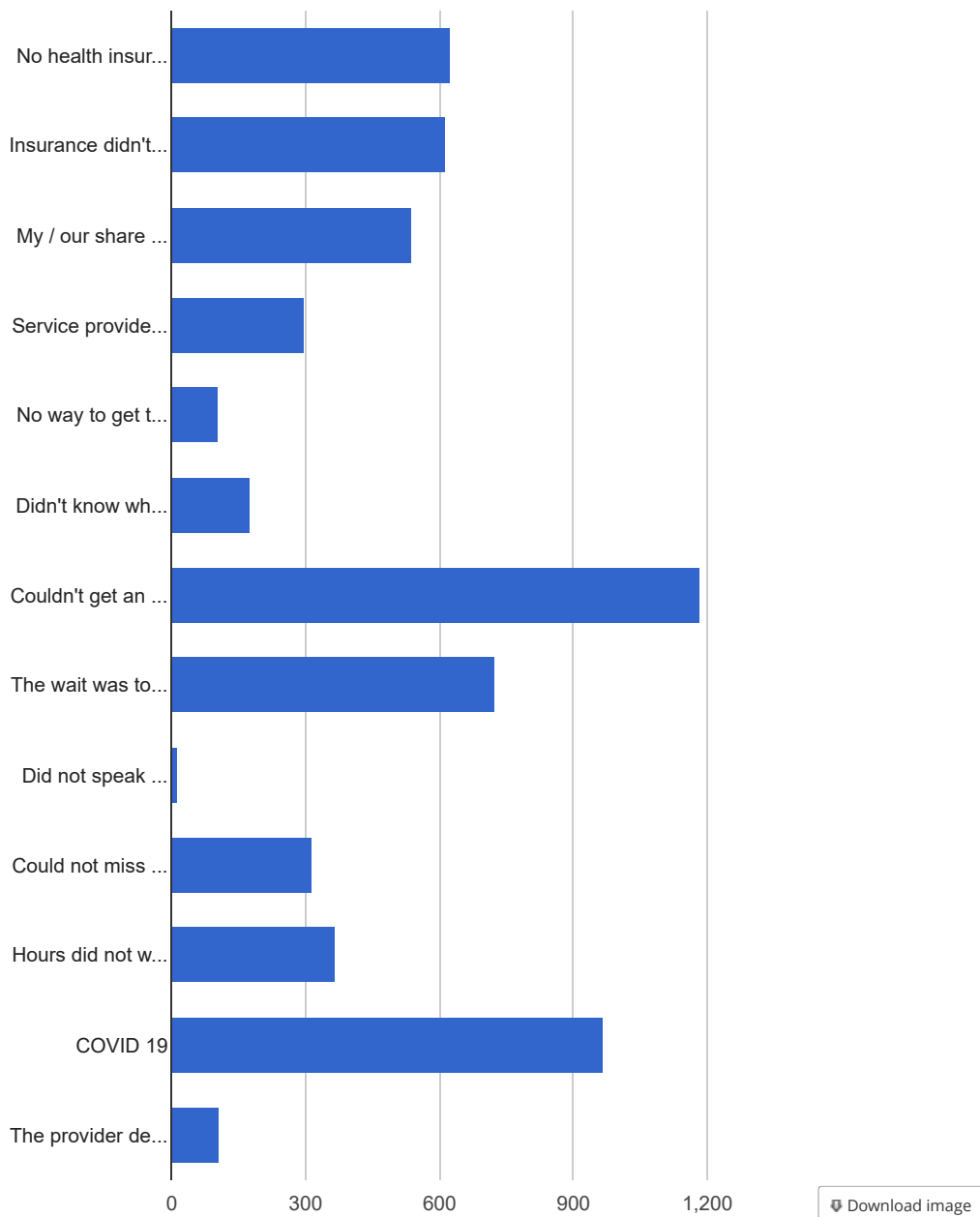
Other (*healthcareprovider_other*)

Total Count (N)	Missing*
2	456 (99.6%)

Which of these problems prevented you from getting the necessary health care? (Please choose all that apply) (*healthcarewhichproblems*)

Total Count (N)	Missing*	Unique
45	413 (90.2%)	12

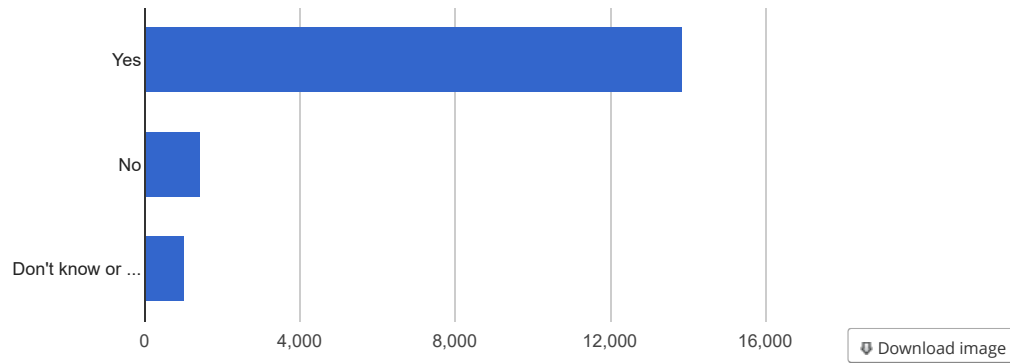
Counts/frequency: No health insurance (10, 22.2%), Insurance didn't cover what I / we needed. (8, 17.8%), My / our share of the cost (deductible / co-pay) was too high. (5, 11.1%), Service provider would not take my / our insurance or Medicaid. (3, 6.7%), No way to get there. (2, 4.4%), Didn't know where to go (2, 4.4%), Couldn't get an appointment (12, 26.7%), The wait was too long (3, 6.7%), Did not speak my language (0, 0.0%), Could not miss work to go (2, 4.4%), Hours did not work with my availability (5, 11.1%), COVID 19 (15, 33.3%), The provider denied me care or treated me in a discriminatory manner because of a protected status (age, race, sexual preference, disease, etc.) (4, 8.9%)



In a natural disaster (hurricane, flooding, tornado, etc.), do you feel like you know how to access or find the information you need to stay safe? *(naturaldisasteraccess)*

Total Count (N)	Missing*	Unique
436	22 (4.8%)	3

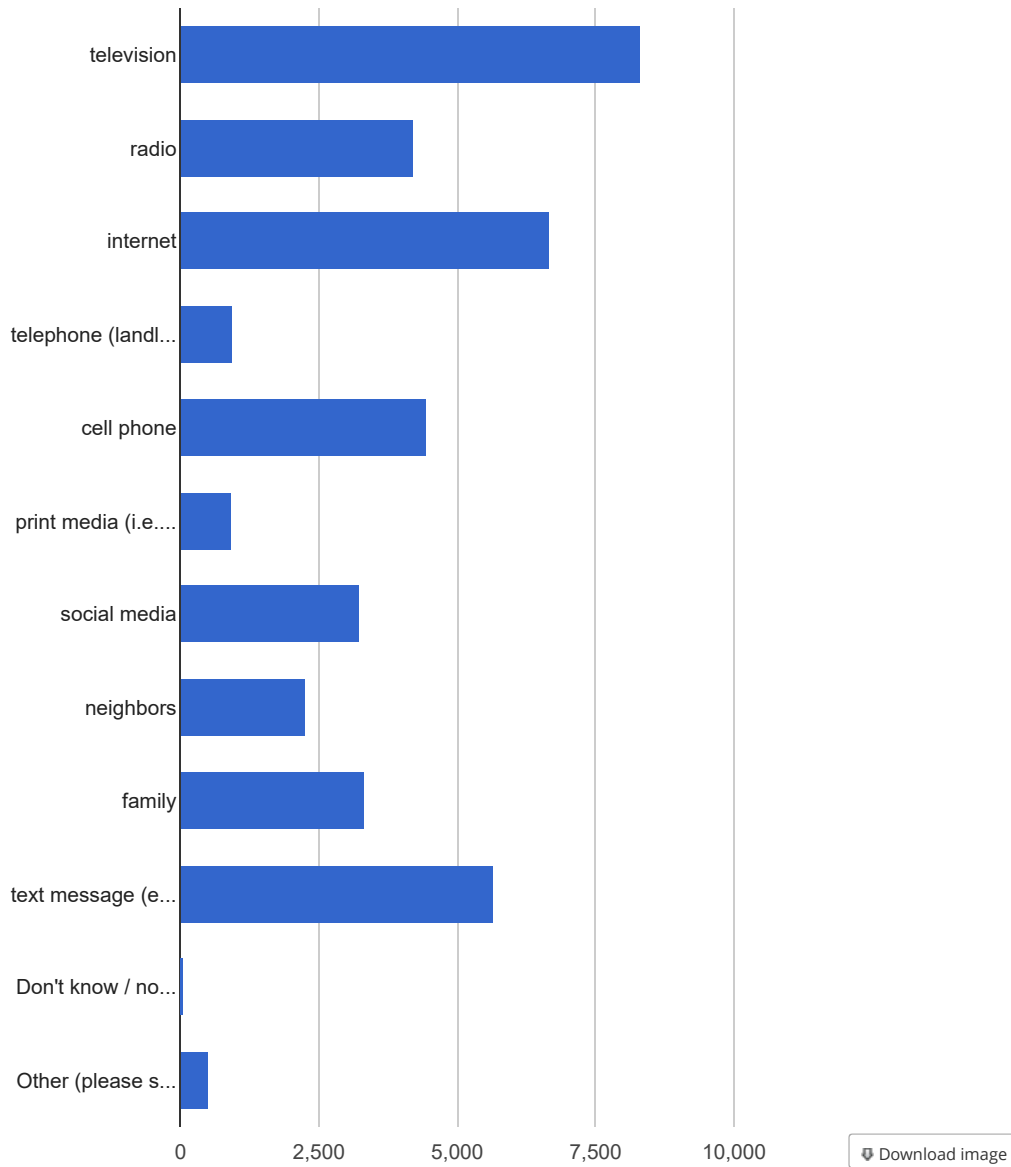
Counts/frequency: Yes (340, 78.0%), No (51, 11.7%), Don't know or not sure (45, 10.3%)



If so, where do you get your information to stay safe? *(naturaldisasterinfo)*

Total Count (N)	Missing*	Unique
337	121 (26.4%)	12

Counts/frequency: television (170, 50.4%), radio (67, 19.9%), internet (98, 29.1%), telephone (landline) (15, 4.5%), cell phone (78, 23.1%), print media (i.e.. newspaper) (15, 4.5%), social media (45, 13.4%), neighbors (22, 6.5%), family (56, 16.6%), text message (emergency alert system) (104, 30.9%), Don't know / not sure (1, 0.3%), Other (please specify) (14, 4.2%)



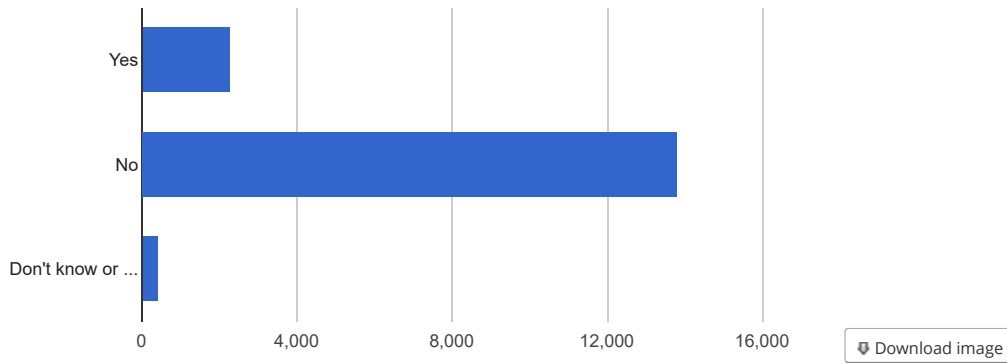
Other (*natural_disaster_other*)

Total Count (N)	Missing*
14	444 (96.9%)

In the past 12 months, were you ever worried about whether your family's food would run out before you got money to buy more? (Please choose only one) (*foodworried*)

Total Count (N)	Missing*	Unique
450	8 (1.7%)	3

Counts/frequency: Yes (47, 10.4%), No (349, 77.6%), Don't know or not sure (54, 12.0%)



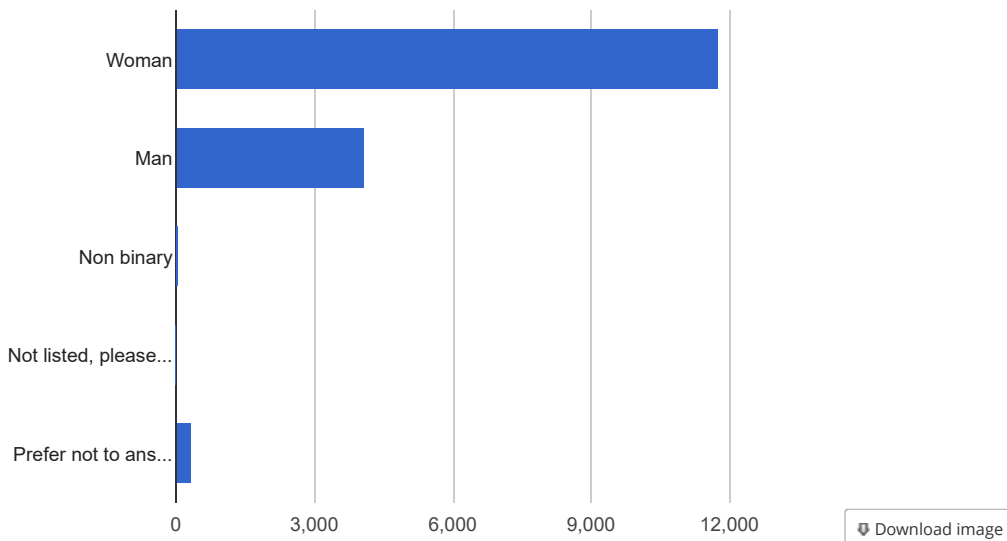
Is there anything else you would like for us to know about your community? *(anythingelse)*

Total Count (N)	Missing*
66	392 (85.6%)

How would you describe yourself? *(gender)*

Total Count (N)	Missing*	Unique
424	34 (7.4%)	4

Counts/frequency: **Woman** (294, 69.3%), **Man** (121, 28.5%), **Non binary** (2, 0.5%), **Not listed, please share more:** _____ (0, 0.0%), **Prefer not to answer** (7, 1.7%)



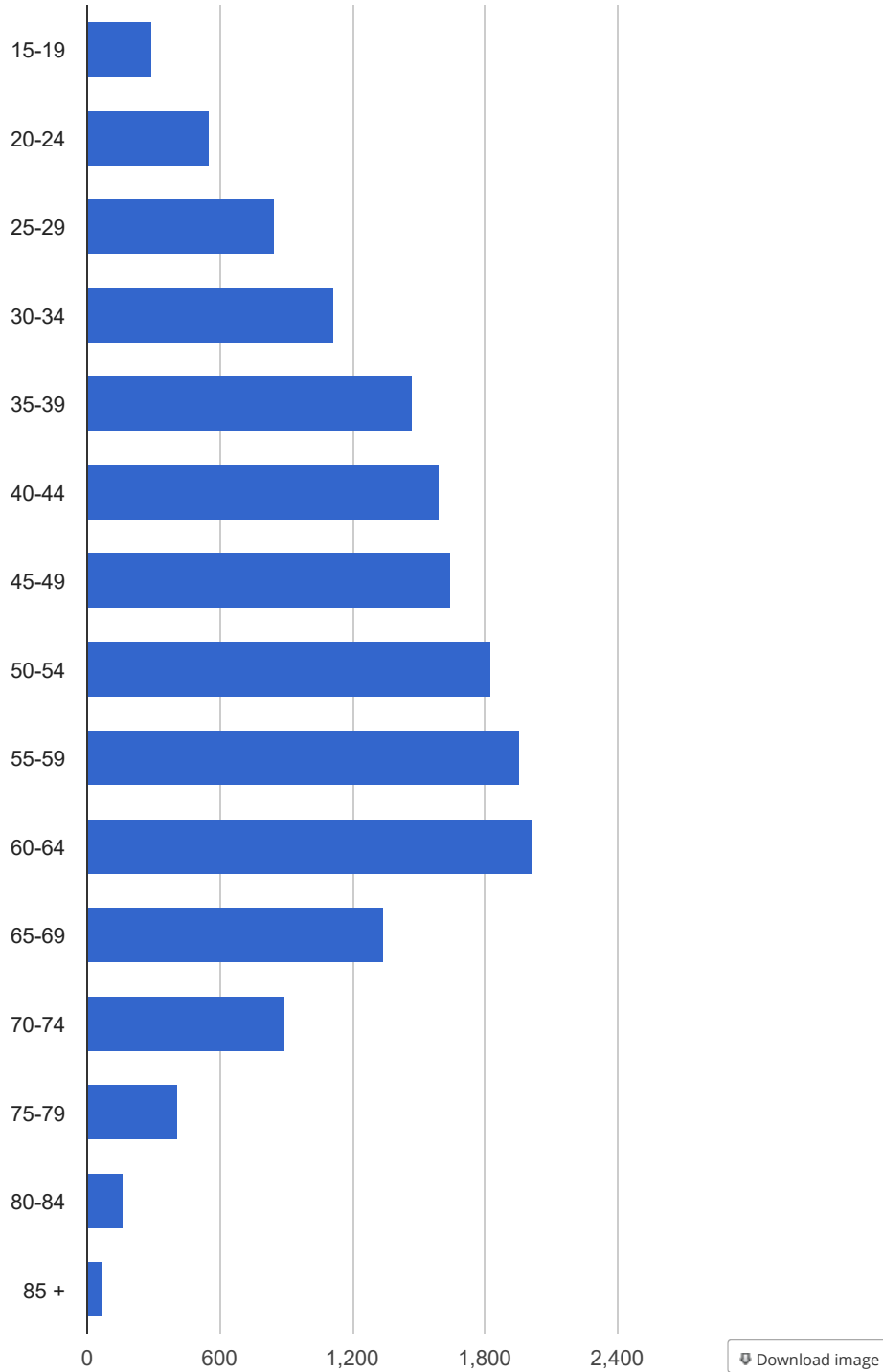
Please share more. *(gender_other)*

Total Count (N)	Missing*
0	458 (100.0%)

How old are you? *(age)*

Total Count (N)	Missing*	Unique
431	27 (5.9%)	14

Counts/frequency: 15-19 (2, 0.5%), 20-24 (14, 3.2%), 25-29 (35, 8.1%), 30-34 (29, 6.7%), 35-39 (30, 7.0%), 40-44 (48, 11.1%), 45-49 (49, 11.4%), 50-54 (48, 11.1%), 55-59 (63, 14.6%), 60-64 (54, 12.5%), 65-69 (29, 6.7%), 70-74 (17, 3.9%), 75-79 (12, 2.8%), 80-84 (1, 0.2%), 85 + (0, 0.0%)

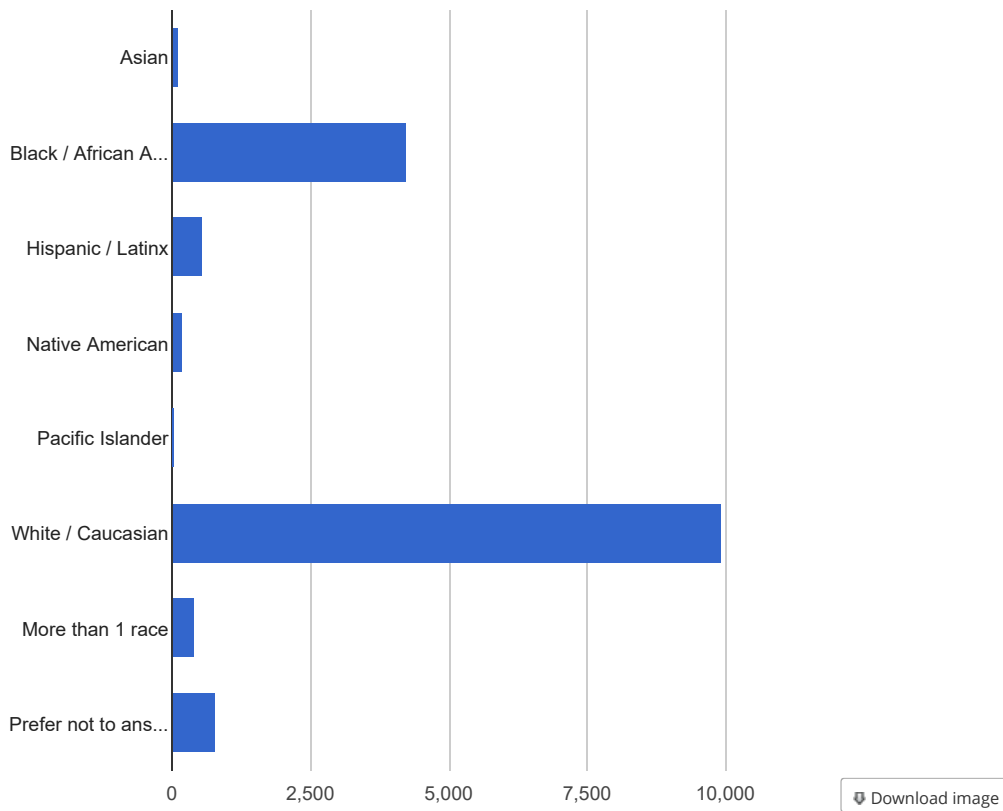


[Download image](#)

How do you describe your race/ethnicity? (*raceethnicity*)

Total Count (N)	Missing*	Unique
428	30 (6.6%)	6

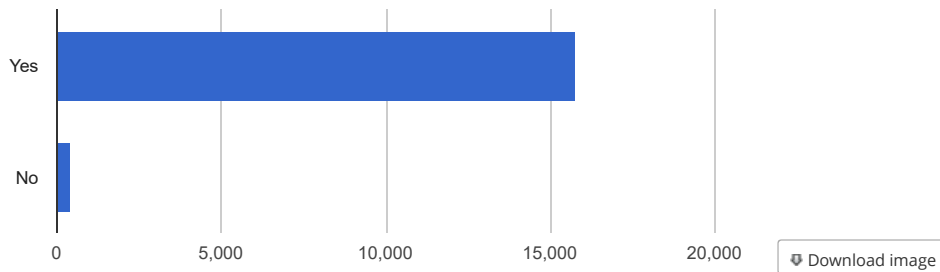
Counts/frequency: Asian (0, 0.0%), Black / African American (112, 26.2%), Hispanic / Latinx (15, 3.5%), Native American (2, 0.5%), Pacific Islander (0, 0.0%), White / Caucasian (274, 64.0%), More than 1 race (14, 3.3%), Prefer not to answer (11, 2.6%)



Is English the primary language spoken in your home? *(language)*

Total Count (N)	Missing*	Unique
428	30 (6.6%)	2

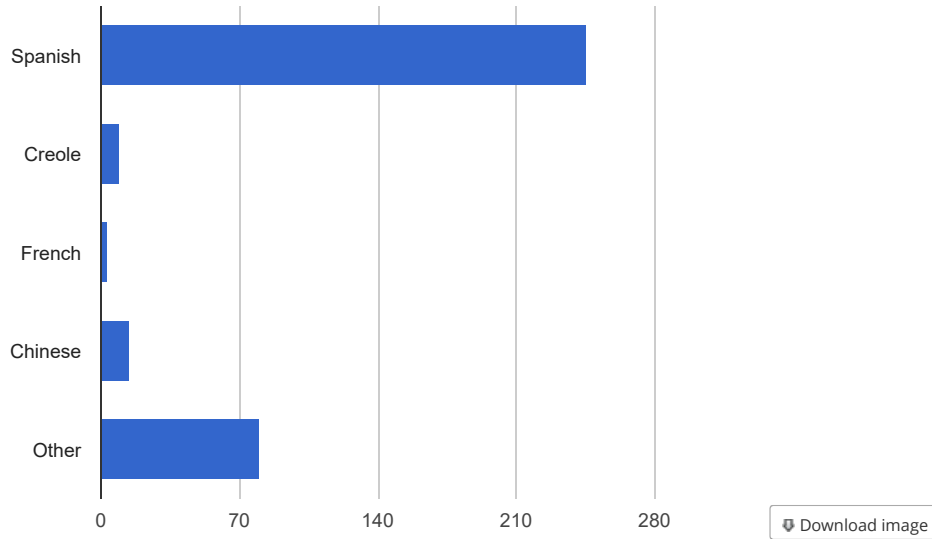
Counts/frequency: Yes (412, 96.3%), No (16, 3.7%)



If no, please share which primary language *(language)*

Total Count (N)	Missing*	Unique
16	442 (96.5%)	2

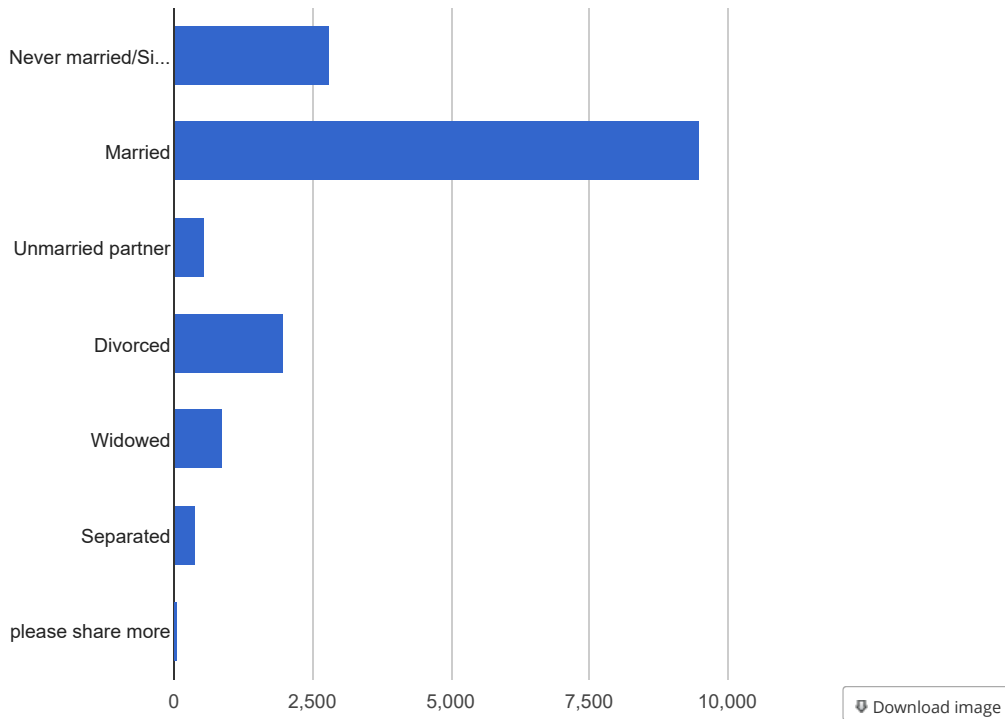
Counts/frequency: Spanish (14, 87.5%), Creole (0, 0.0%), French (0, 0.0%), Chinese (0, 0.0%), Other (2, 12.5%)



What is your marital status? (*marriagestatus*)

Total Count (N)	Missing*	Unique
425	33 (7.2%)	7

Counts/frequency: Never married/Single (70, 16.5%), Married (258, 60.7%), Unmarried partner (22, 5.2%), Divorced (54, 12.7%), Widowed (16, 3.8%), Separated (3, 0.7%), please share more (2, 0.5%)



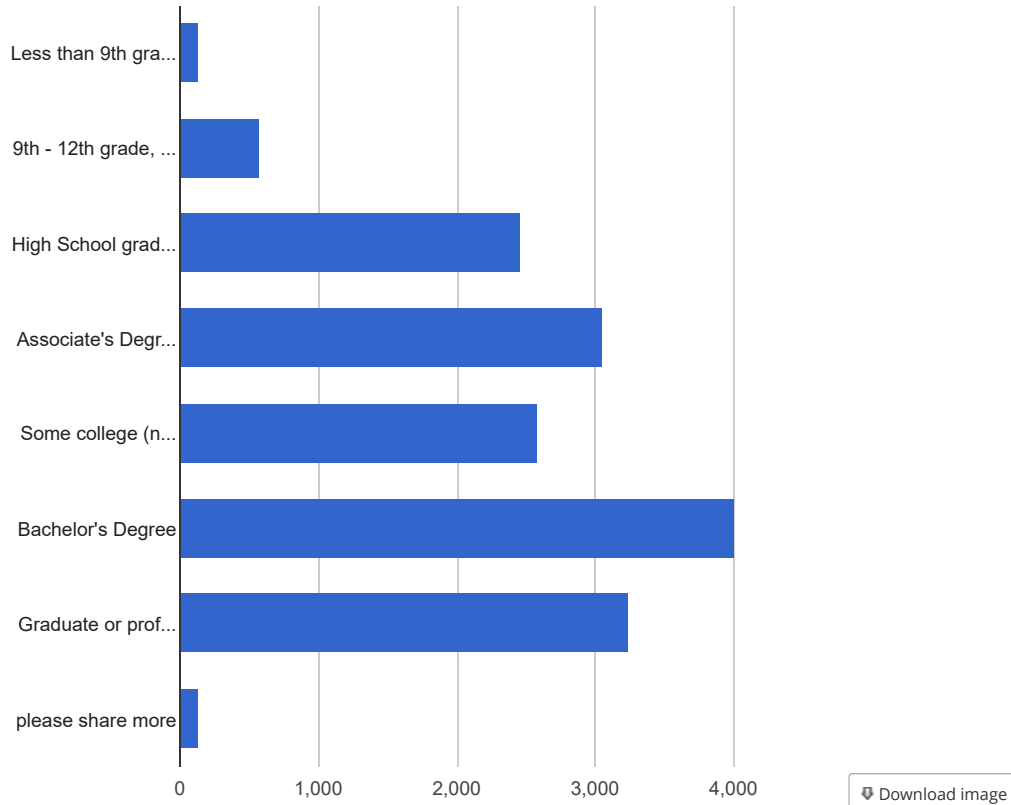
please share more. (*marital_other*)

Total Count (N)	Missing*
2	456 (99.6%)

What is the highest level of education you have completed? *(education)*

Total Count (N)	Missing*	Unique
421	37 (8.1%)	8

Counts/frequency: Less than 9th grade (1, 0.2%), 9th - 12th grade, no diploma (21, 5.0%), High School graduate (or GED/equivalent) (54, 12.8%), Associate's Degree or Vocational Training (108, 25.7%), Some college (no degree) (57, 13.5%), Bachelor's Degree (111, 26.4%), Graduate or professional degree (68, 16.2%), [please share more](#) (1, 0.2%)



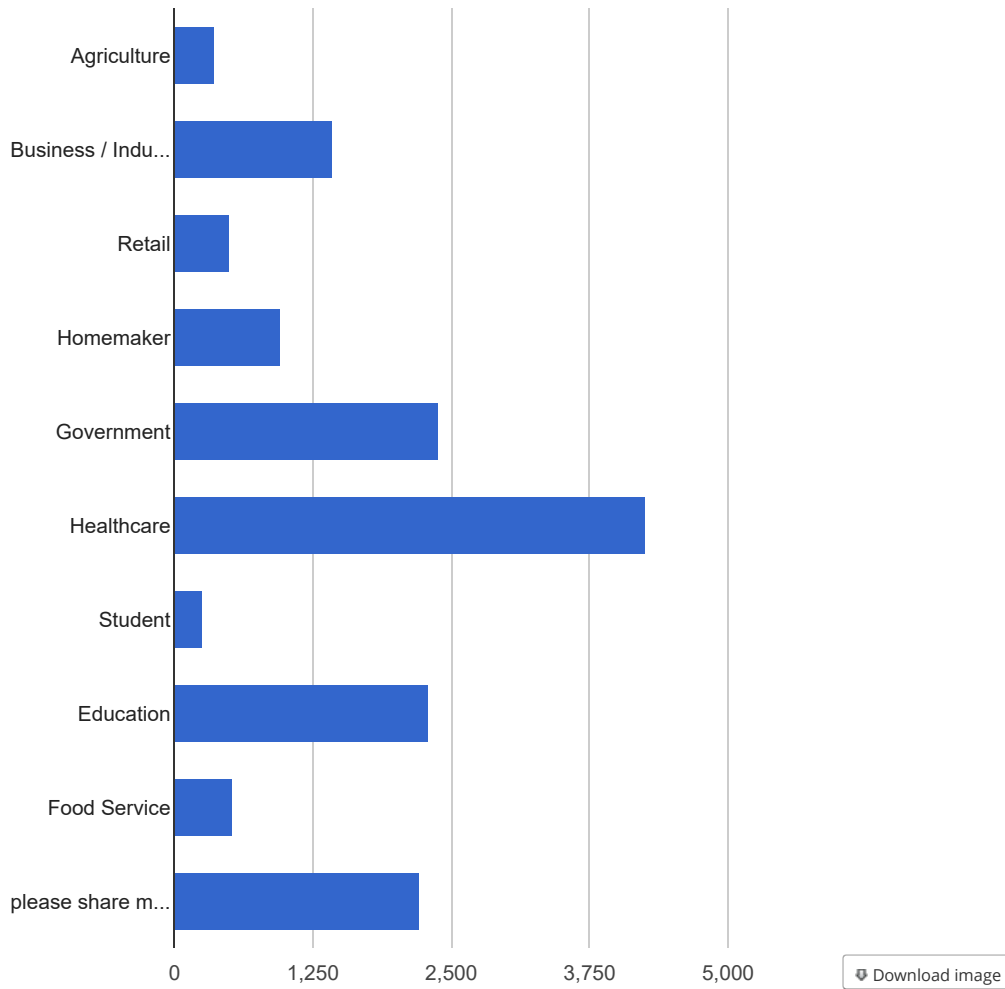
Please share more *(please_share_more)*

Total Count (N)	Missing*
1	457 (99.8%)

How is your current job best described? *(job)*

Total Count (N)	Missing*	Unique
409	49 (10.7%)	10

Counts/frequency: Agriculture (32, 7.8%), Business / Industry (33, 8.1%), Retail (21, 5.1%), Homemaker (13, 3.2%), Government (78, 19.1%), Healthcare (119, 29.1%), Student (4, 1.0%), Education (46, 11.2%), Food Service (6, 1.5%), [please share more](#) (57, 13.9%)



[Download image](#)

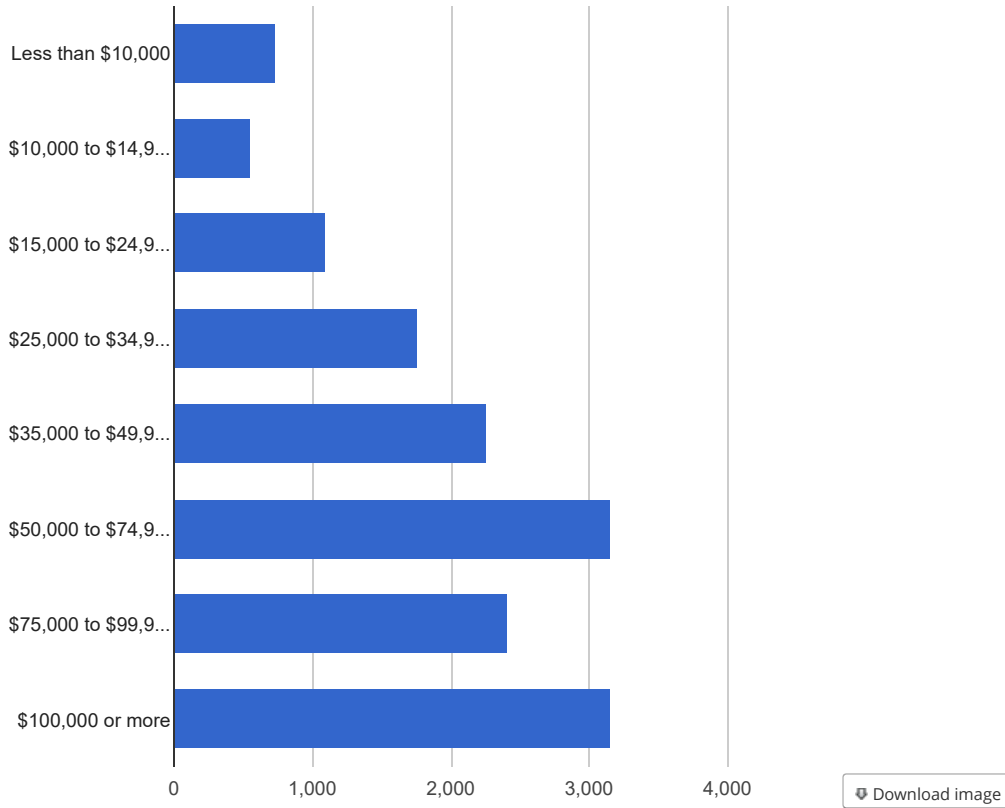
Please share more (*job_other*)

Total Count (N)	Missing*
57	401 (87.6%)

What is your total household income? (*income*)

Total Count (N)	Missing*	Unique
399	59 (12.9%)	8

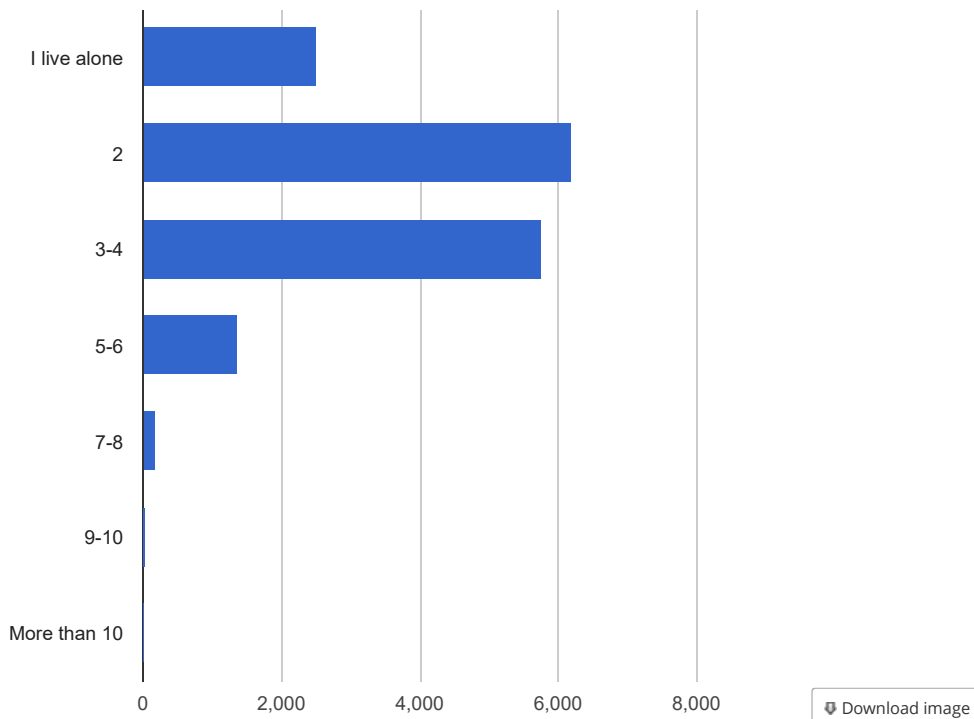
Counts/frequency: *Less than \$10,000* (10, 2.5%), *\$10,000 to \$14,999* (14, 3.5%), *\$15,000 to \$24,999* (28, 7.0%), *\$25,000 to \$34,999* (61, 15.3%), *\$35,000 to \$49,999* (63, 15.8%), *\$50,000 to \$74,999* (75, 18.8%), *\$75,000 to \$99,999* (65, 16.3%), *\$100,000 or more* (83, 20.8%)



How many people live in your household? *(householdnumber)*

Total Count (N)	Missing*	Unique
417	41 (9.0%)	5

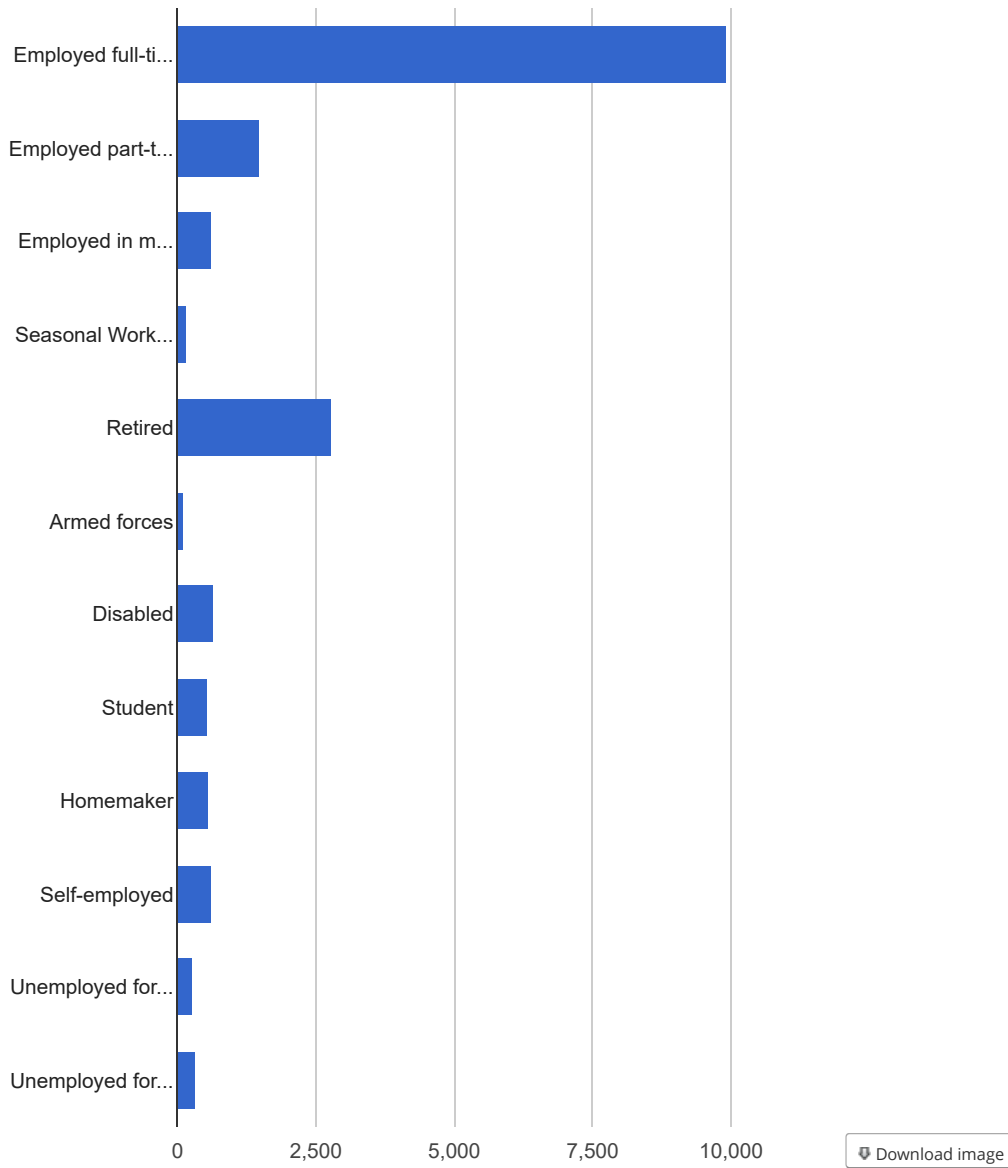
Counts/frequency: **1** live alone (52, 12.5%), **2** (156, 37.4%), **3-4** (165, 39.6%), **5-6** (41, 9.8%), **7-8** (3, 0.7%), **9-10** (0, 0.0%), **More than 10** (0, 0.0%)



What is your employment status? Please check all that apply. *(employment)*

Total Count (N)	Missing*	Unique
416	42 (9.2%)	11

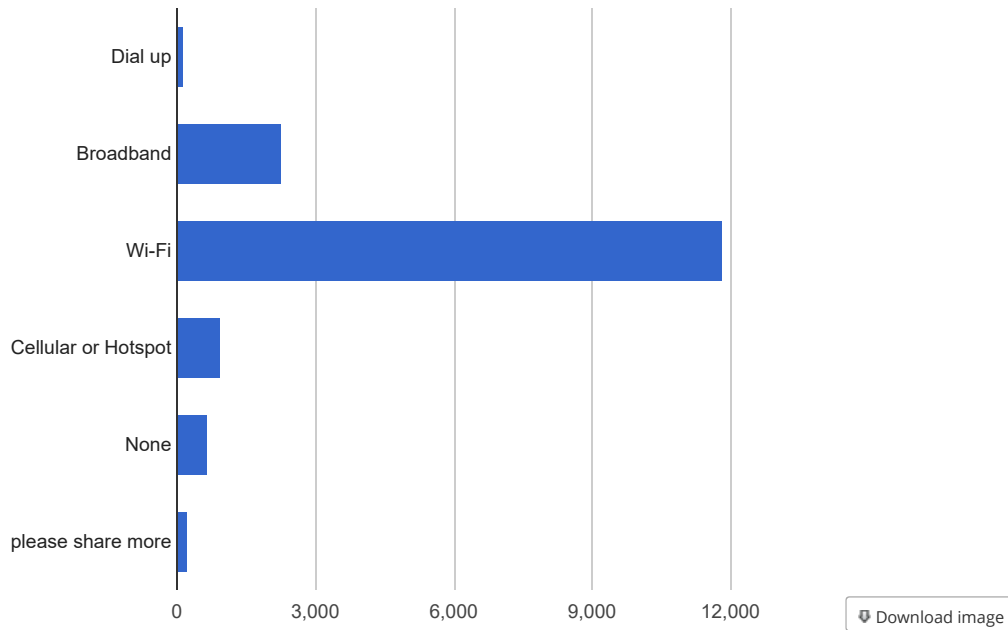
Counts/frequency: Employed full-time (276, 66.3%), Employed part-time (34, 8.2%), Employed in multiple jobs (38, 9.1%), Seasonal Worker/Temporary (11, 2.6%), Retired (64, 15.4%), Armed forces (0, 0.0%), Disabled (18, 4.3%), Student (6, 1.4%), Homemaker (7, 1.7%), Self-employed (17, 4.1%), Unemployed for 1 year or less (3, 0.7%), Unemployed for more than 1 year (5, 1.2%)



What type of internet access do you have at your home? *(internet_or_wifi)*

Total Count (N)	Missing*	Unique
410	48 (10.5%)	6

Counts/frequency: Dial up (8, 2.0%), Broadband (52, 12.7%), Wi-Fi (285, 69.5%), Cellular or Hotspot (35, 8.5%), None (21, 5.1%), please share more (9, 2.2%)



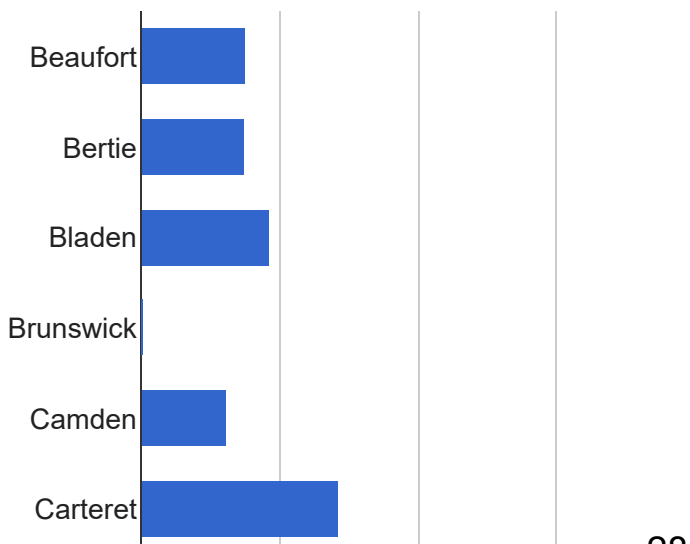
Other (*internet_or_wifi_other*)

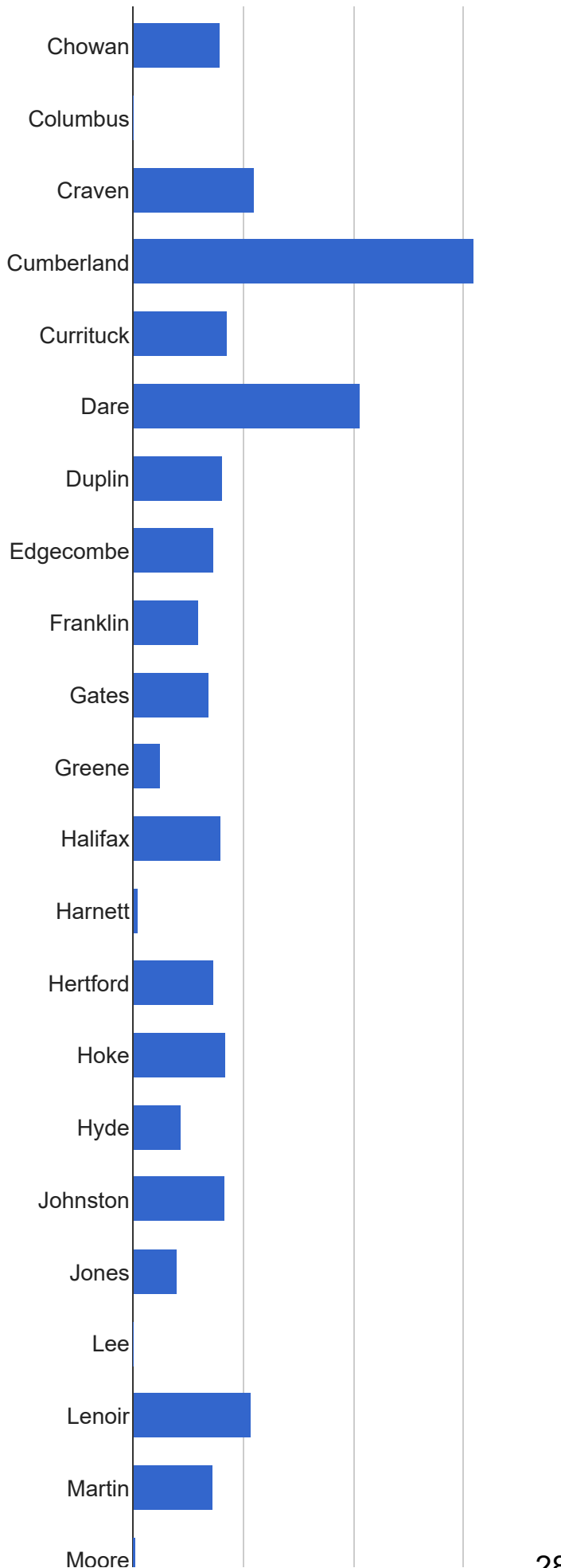
Total Count (N)	Missing*
9	449 (98.0%)

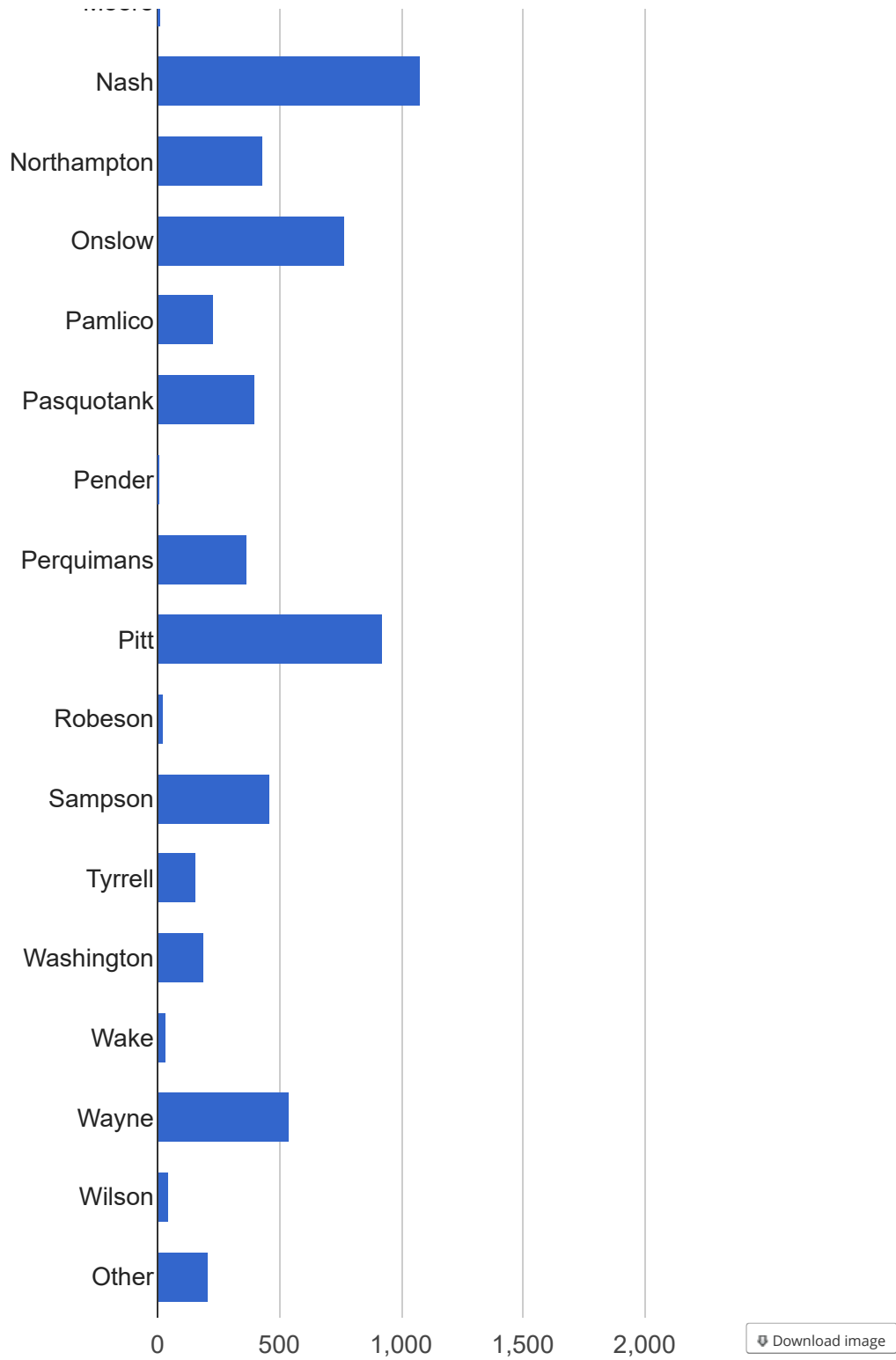
Which county do you live in? (*county*)

Total Count (N)	Missing*	Unique
458	0 (0.0%)	1

Counts/frequency: Beaufort (0, 0.0%), Bertie (0, 0.0%), Bladen (0, 0.0%), Brunswick (0, 0.0%), Camden (0, 0.0%), Carteret (0, 0.0%), Chowan (0, 0.0%), Columbus (0, 0.0%), Craven (0, 0.0%), Cumberland (0, 0.0%), Currituck (0, 0.0%), Dare (0, 0.0%), Duplin (0, 0.0%), Edgecombe (0, 0.0%), Franklin (0, 0.0%), Gates (0, 0.0%), Greene (0, 0.0%), Halifax (0, 0.0%), Harnett (0, 0.0%), Hertford (0, 0.0%), Hoke (0, 0.0%), Hyde (0, 0.0%), Johnston (0, 0.0%), Jones (0, 0.0%), Lee (0, 0.0%), Lenoir (0, 0.0%), Martin (0, 0.0%), Moore (0, 0.0%), Nash (0, 0.0%), Northampton (0, 0.0%), Onslow (0, 0.0%), Pamlico (0, 0.0%), Pasquotank (0, 0.0%), Pender (0, 0.0%), Perquimans (0, 0.0%), Pender (0, 0.0%), Pitt (0, 0.0%), Robeson (0, 0.0%), Sampson (458, 100.0%), Tyrrell (0, 0.0%), Washington (0, 0.0%), Wake (0, 0.0%), Wayne (0, 0.0%), Wilson (0, 0.0%), Other (0, 0.0%)







Other (county_other)

Total Count (N)	Missing*
0	458 (100.0%)

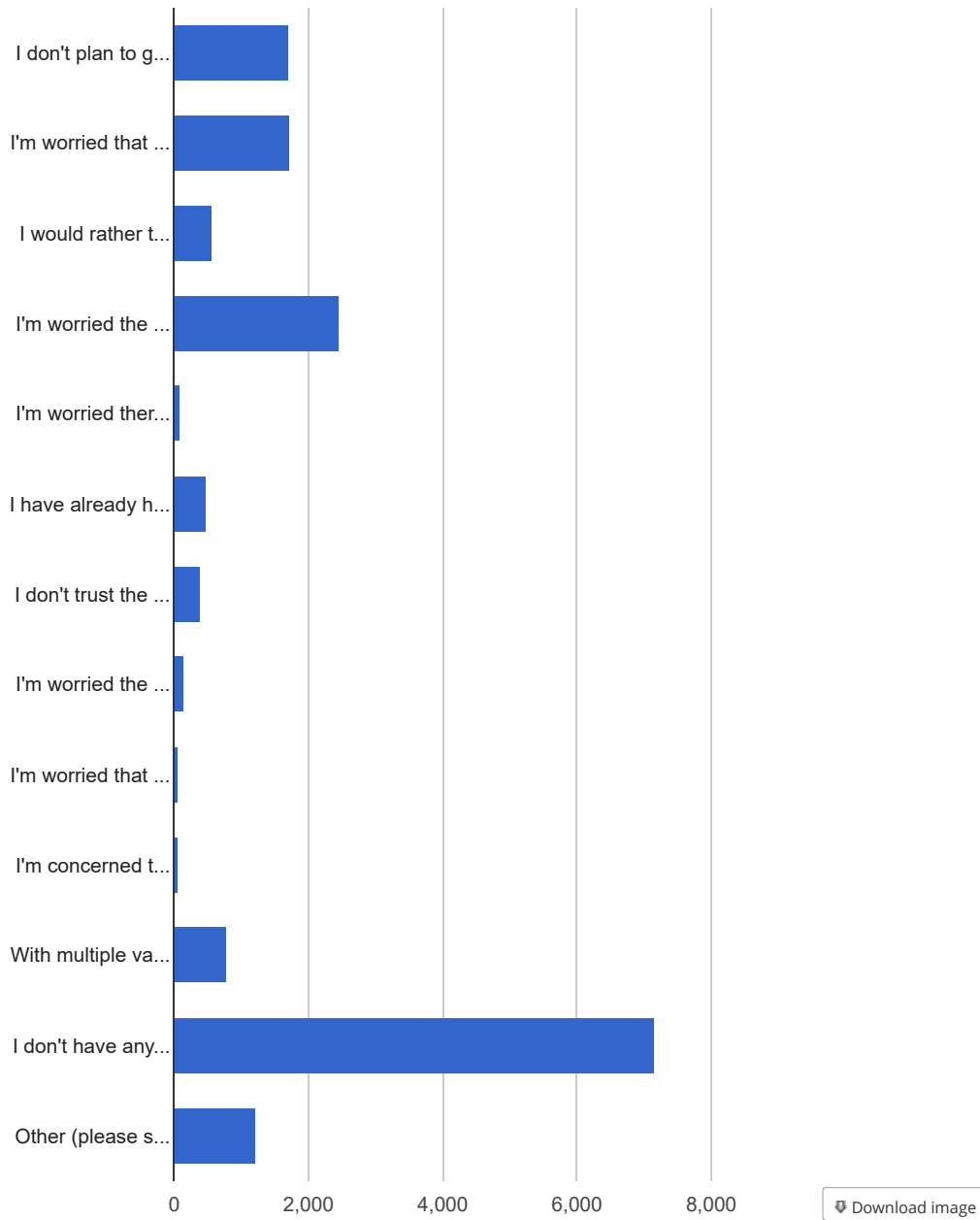
What is your 5 digit zip code? (zip_code)

Total Count (N)	Missing*
256	<u>202 (44.1%)</u>

**Which of the following concerns do you have, if any, about receiving a COVID-19 vaccine?
(Please select all that apply)** *(covidconcerns)*

Total Count (N)	Missing*	Unique
333	<u>125 (27.3%)</u>	13

Counts/frequency: I don't plan to get a vaccine. (50, 15.0%), I'm worried that the COVID-19 vaccine isn't safe. (51, 15.3%), I would rather take the risk of getting sick with COVID-19. (14, 4.2%), I'm worried the COVID-19 vaccine may be harmful or have side effects. (61, 18.3%), I'm worried there may be a cost associated with receiving the COVID-19 vaccine. (2, 0.6%), I have already had COVID-19 so I don't believe a vaccine is necessary. (11, 3.3%), I don't trust the distribution process of the COVID-19 vaccine. (7, 2.1%), I'm worried the COVID-19 vaccine has not been distributed fairly. (1, 0.3%), I'm worried that the location of the COVID-19 vaccine will be difficult to travel to. (1, 0.3%), I'm concerned that I won't have time to get the COVID-19 vaccine. (1, 0.3%), With multiple vaccines becoming available, I'm concerned about knowing which one is best for me. (19, 5.7%), I don't have any concerns about getting the COVID-19 vaccine. (187, 56.2%), Other (please specify) (28, 8.4%)



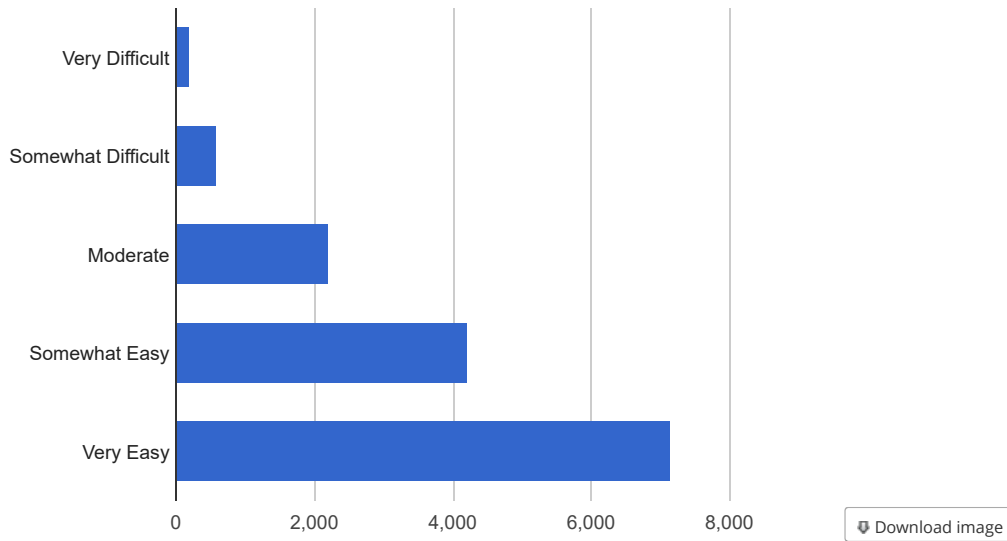
Other (*covid_concerns_other*)

Total Count (N)	Missing*
26	432 (94.3%)

Find the information you need related to COVID-19? (*covideasy*)

Total Count (N)	Missing*	Unique
360	98 (21.4%)	5

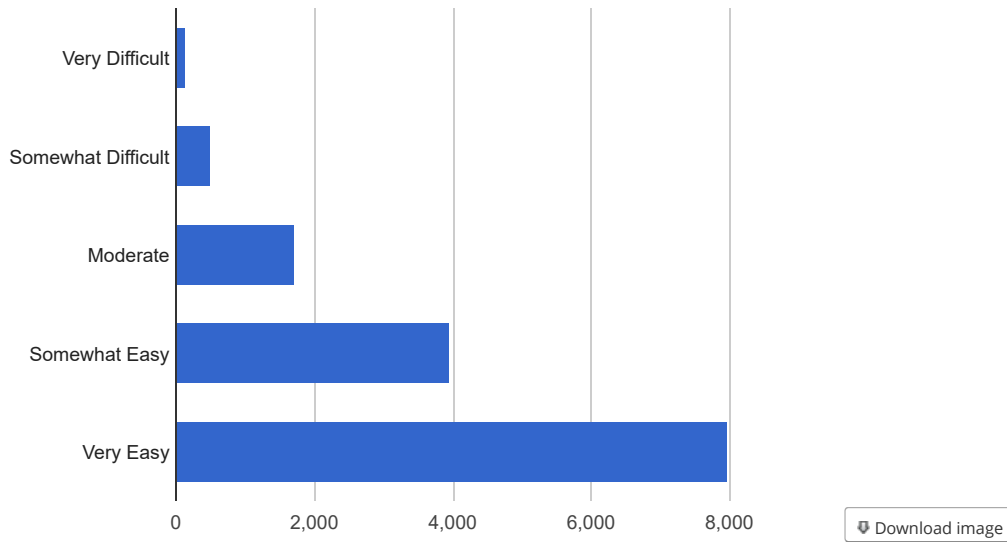
Counts/frequency: **Very Difficult** (4, 1.1%), **Somewhat Difficult** (11, 3.1%), **Moderate** (64, 17.8%), **Somewhat Easy** (110, 30.6%), **Very Easy** (171, 47.5%)



Find out where to go to get a COVID-19 vaccine? (*covidwhere*)

Total Count (N)	Missing*	Unique
358	100 (21.8%)	5

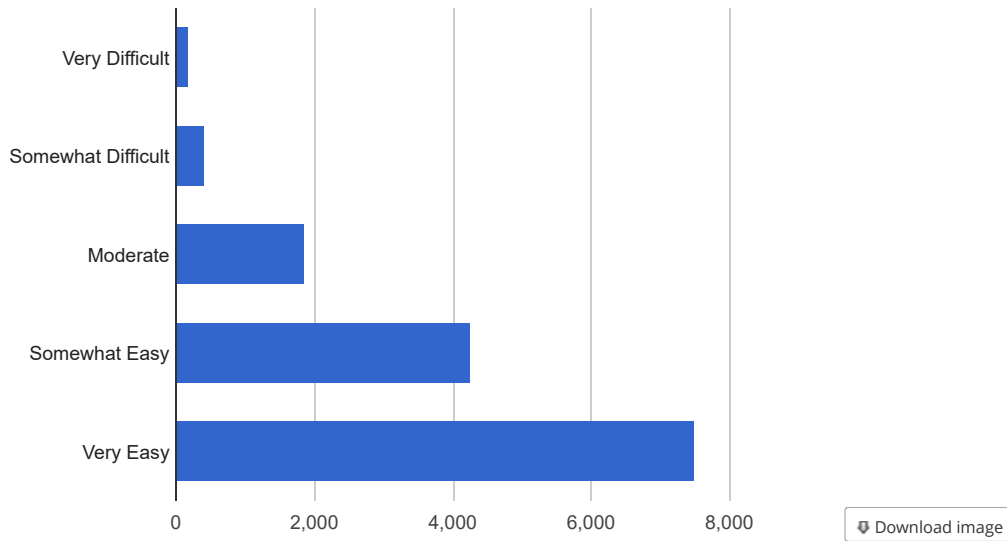
Counts/frequency: *Very Difficult* (2, 0.6%), *Somewhat Difficult* (4, 1.1%), *Moderate* (54, 15.1%), *Somewhat Easy* (98, 27.4%), *Very Easy* (200, 55.9%)



Understand information about what to do if you think you have COVID-19? (*covidunderstand*)

Total Count (N)	Missing*	Unique
355	103 (22.5%)	5

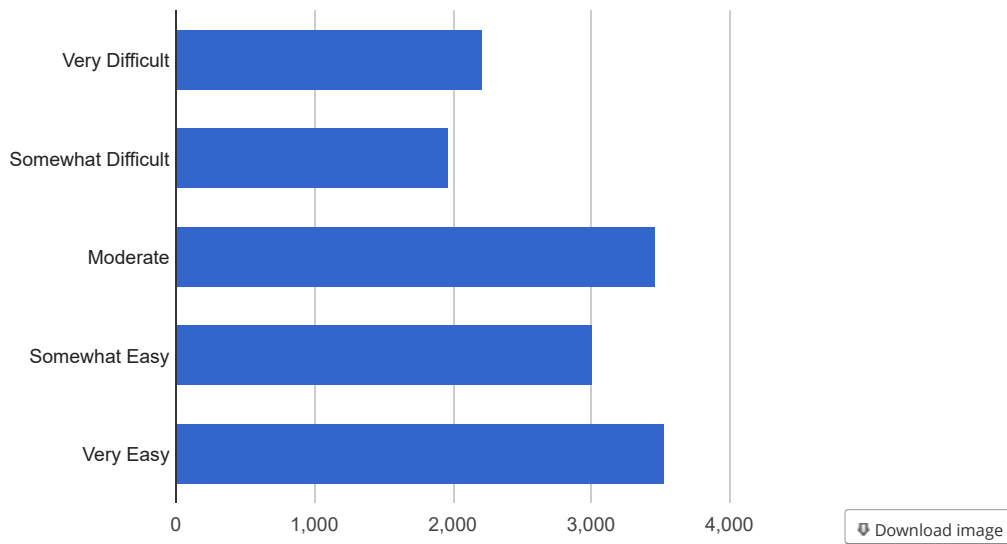
Counts/frequency: *Very Difficult* (2, 0.6%), *Somewhat Difficult* (6, 1.7%), *Moderate* (56, 15.8%), *Somewhat Easy* (110, 31.0%), *Very Easy* (181, 51.0%)



Trust if the information about COVID-19 in the media is reliable? (covidtrust)

Total Count (N)	Missing*	Unique
356	102 (22.3%)	5

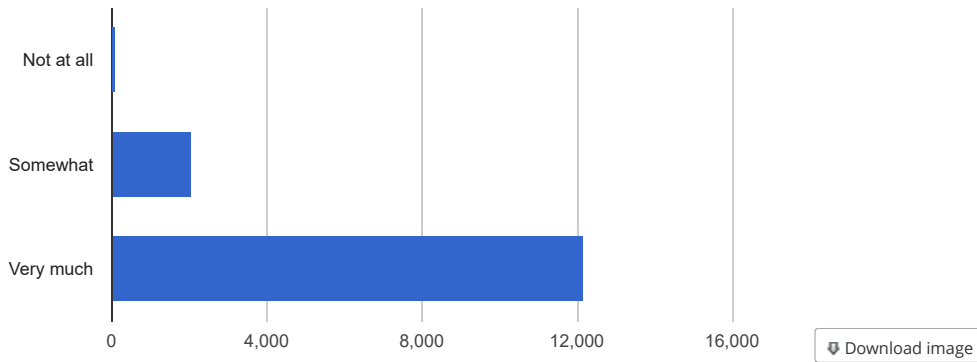
Counts/frequency: Very Difficult (61, 17.1%), Somewhat Difficult (38, 10.7%), Moderate (102, 28.7%), Somewhat Easy (77, 21.6%), Very Easy (78, 21.9%)



I know how to protect myself from coronavirus. (covidprotect)

Total Count (N)	Missing*	Unique
361	97 (21.2%)	2

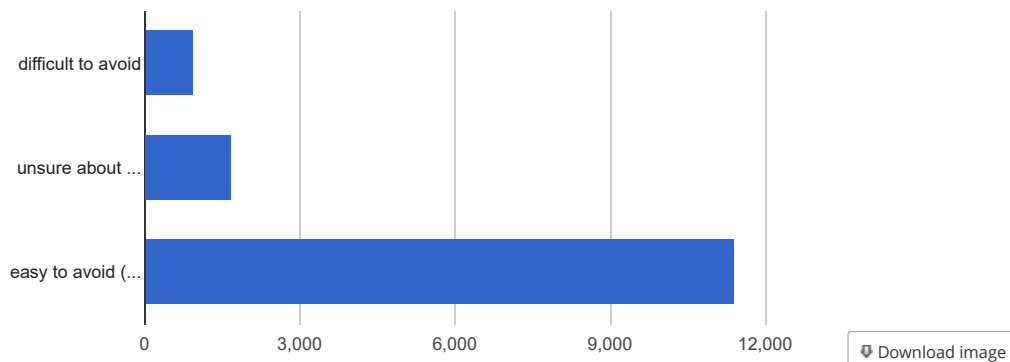
Counts/frequency: Not at all (0, 0.0%), Somewhat (47, 13.0%), Very much (314, 87.0%)



For me avoiding an infection with COVID-19 in the current situation is... (*covidavoid*)

Total Count (N)	Missing*	Unique
351	107 (23.4%)	3

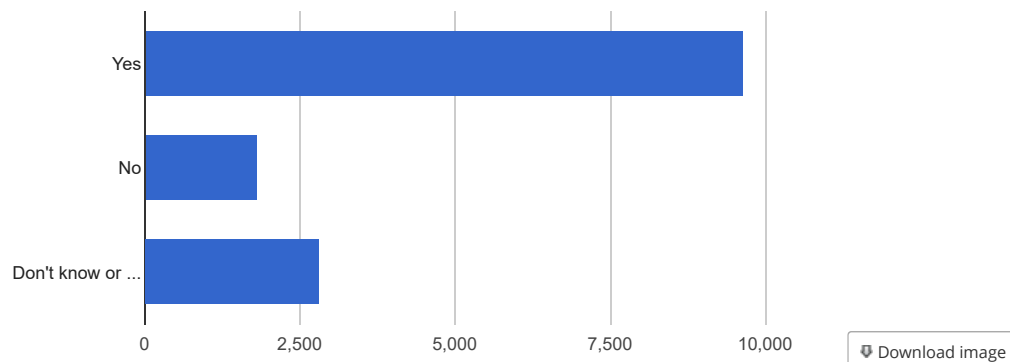
Counts/frequency: **difficult to avoid** (13, 3.7%), **unsure about how to avoid** (45, 12.8%), **easy to avoid (I have no problem)** (293, 83.5%)



Do you think that global warming is happening? (*warmingyesno*)

Total Count (N)	Missing*	Unique
360	98 (21.4%)	3

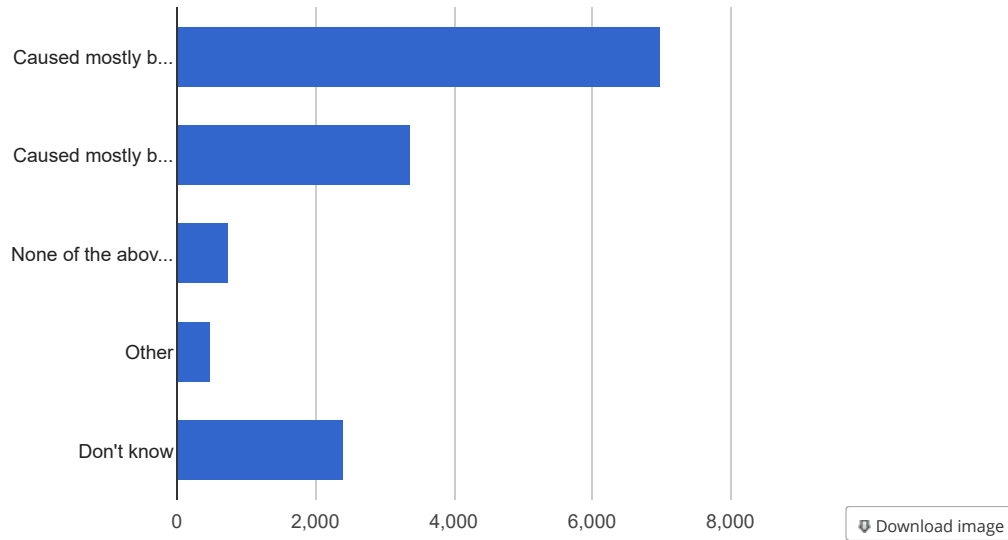
Counts/frequency: **Yes** (213, 59.2%), **No** (63, 17.5%), **Don't know or unsure** (84, 23.3%)



Assuming global warming is happening, do you think it is... ? (*warmingdoyouthink*)

Total Count (N)	Missing*	Unique
354	104 (22.7%)	5

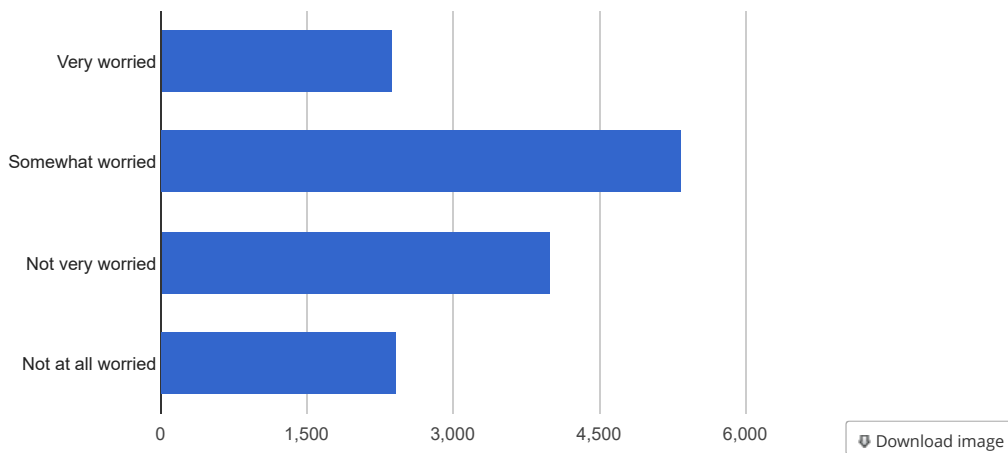
Counts/frequency: Caused mostly by human activities (156, 44.1%), Caused mostly by natural changes in the environment (85, 24.0%), None of the above because global warming isn't happening (18, 5.1%), Other (13, 3.7%), Don't know (82, 23.2%)



How worried are you about global warming? (*warmingworried*)

Total Count (N)	Missing*	Unique
356	102 (22.3%)	4

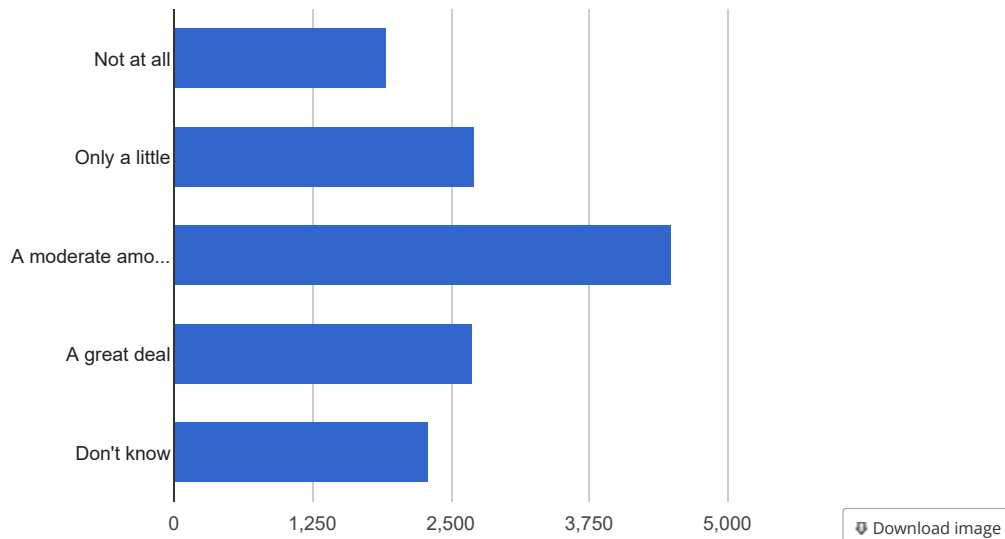
Counts/frequency: Very worried (35, 9.8%), Somewhat worried (127, 35.7%), Not very worried (119, 33.4%), Not at all worried (75, 21.1%)



How much do you think global warming will harm you personally? (*warmingharm*)

Total Count (N)	Missing*	Unique
354	104 (22.7%)	5

Counts/frequency: Not at all (52, 14.7%), Only a little (66, 18.6%), A moderate amount (112, 31.6%), A great deal (53, 15.0%), Don't know (71, 20.1%)

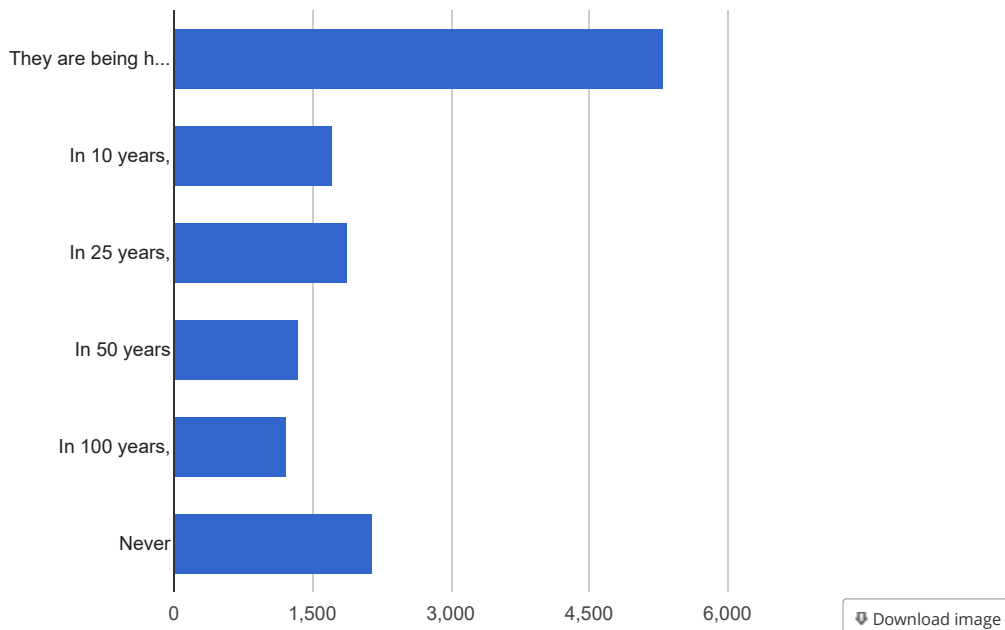


When do you think global warming will start to harm people in the United States?

(warmingwhenharm)

Total Count (N)	Missing*	Unique
339	119 (26.0%)	6

Counts/frequency: They are being harmed right now, (102, 30.1%), In 10 years, (56, 16.5%), In 25 years, (34, 10.0%), In 50 years (40, 11.8%), In 100 years, (35, 10.3%), Never (72, 21.2%)

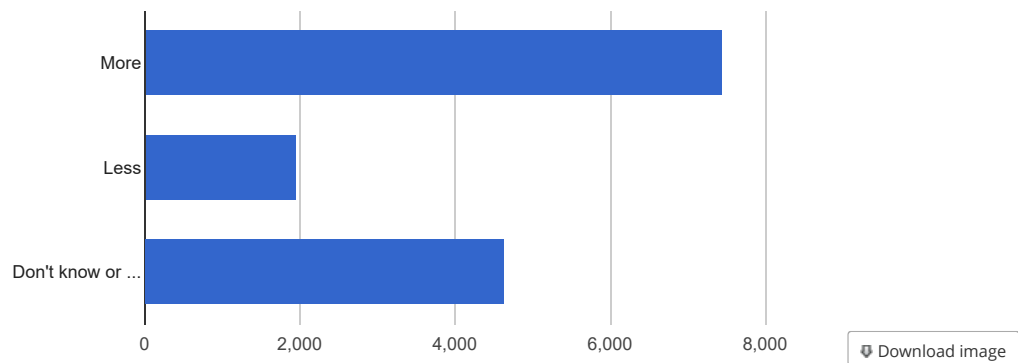


Do you think the government and politicians in your county should be doing more or less to address global warming?

(warminggovt)

Total Count (N)	Missing*	Unique
350	108 (23.6%)	3

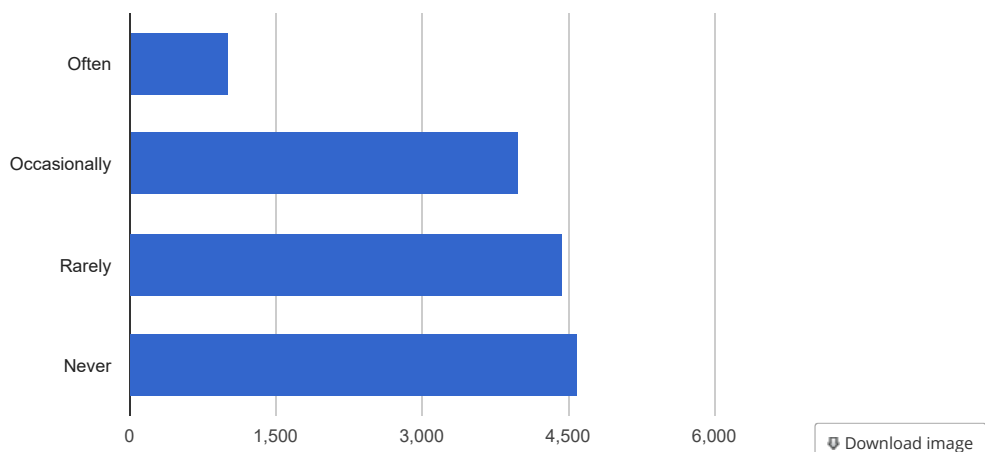
Counts/frequency: More (142, 40.6%), Less (55, 15.7%), Don't know or not sure (153, 43.7%)



How often do you discuss global warming with your friends and family? (*warmingfriends*)

Total Count (N)	Missing*	Unique
350	108 (23.6%)	4

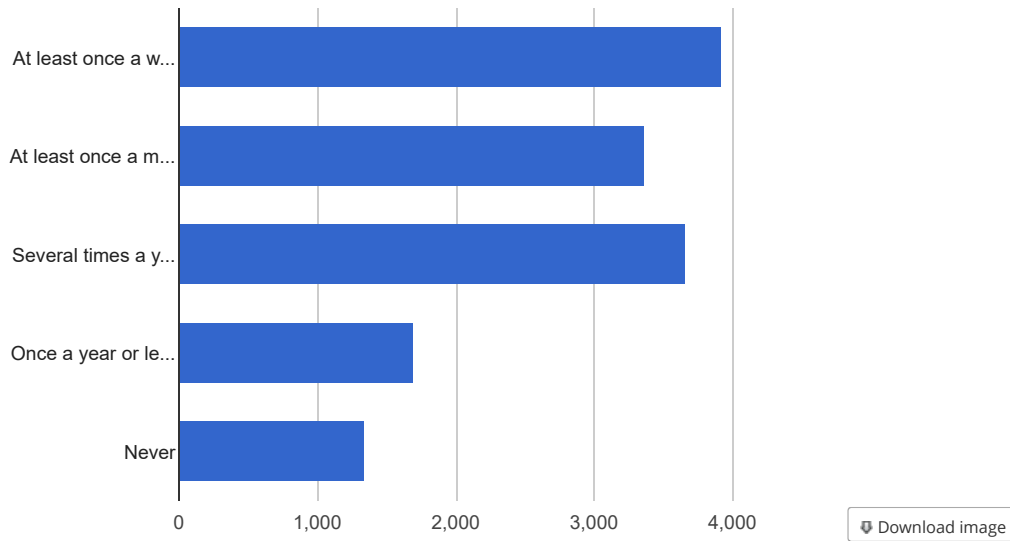
Counts/frequency: **Often** (16, 4.6%), **Occasionally** (83, 23.7%), **Rarely** (103, 29.4%), **Never** (148, 42.3%)



How often do you hear about global warming in the media? (*warmingmedia*)

Total Count (N)	Missing*	Unique
351	107 (23.4%)	5

Counts/frequency: **At least once a week** (85, 24.2%), **At least once a month** (74, 21.1%), **Several times a year** (96, 27.4%), **Once a year or less often** (61, 17.4%), **Never** (35, 10.0%)



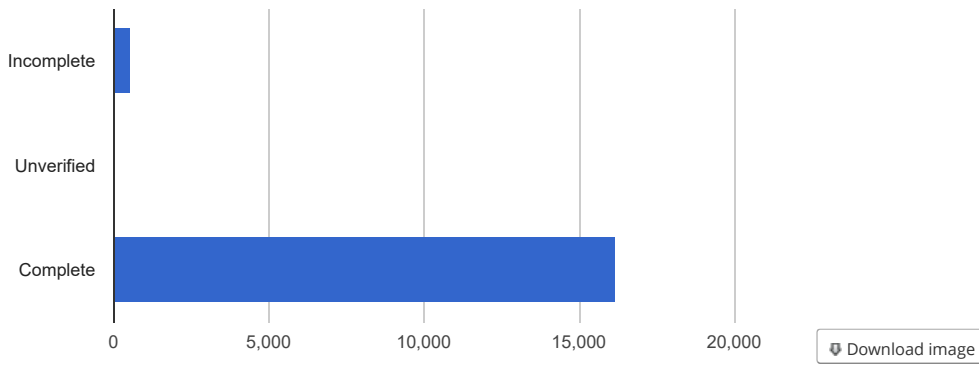
Thank you for your participation! Please feel free to include any additional comments in the box below. *(thankyou)*

Total Count (N)	Missing*
20	438 (95.6%)

Complete? *(form_1_complete)*

Total Count (N)	Missing*	Unique
458	0 (0.0%)	2

Counts/frequency: Incomplete (21, 4.6%), Unverified (0, 0.0%), Complete (437, 95.4%)



* Note: Values listed as 'Missing' may include records with a Missing Data Code (if Missing Data Codes are defined).

Appendix B

HNC 2030 County/State Data

Social and Economic Factors					
Health Indicator	Desired Result	Definition	Sampson County	North Carolina	HNC 2030 Target
Poverty*	All people in North Carolina are financially stable and have lifetime economic prosperity.	Percent of individuals with incomes at or below 200% of the Federal Poverty Level	No data available	31% (2020)	27.0%
Unemployment*	All people of working age in North Carolina have equitable pathway to fulfilling employment.	Percent of population aged 16 and older who are unemployed but seeking work	No data available	6.4% (2020)	Reduce unemployment disparity ratio between white and other populations to 1.7 or lower
Short-term Suspensions	All people in North Carolina are supported by a K-12 educational system that values diversity, equity, and inclusion for its students, faculty, staff, and communities.	Number of out-of-school short-term suspensions in educational facilities for all grades per 10 students	DPI unable to provide update to SCHS	1.5 (2018-2019)	0.80
Incarceration**	North Carolina embraces a fair and equitable justice system, free from racism and bias, where safety is foundational to all aspects of a free society, and all communities are free from harm and violence.	Incarceration in North Carolina prisons per 100,000 population	445 (2020)	288 (2020)	150
Adverse Childhood Experiences	All children in North Carolina thrive in safe, stable, and nurturing environments.	Percent of children who have experienced two or more Adverse Childhood Experiences at or below 200% FPL	ACEs do not have county level data	20.9% (2019/2010)	18.0%
Third Grade Reading Proficiency	All children in North Carolina can discover the joy of reading at an early age and are supported in the home, school, and community to be lifelong readers.	Percent of children reading at a proficient level or above based on third grade End of Grade exams: Proficiency defined as Level 3 or higher	DPI unable to provide update to SCHS	56.8% (2018-2019)	80.0%

Notes for social and economic factor data:

*Poverty and unemployment data come from American Community Survey – one-year estimates. 2020 ACS data are considered experimental and should not be compared to prior ACS data years. ACS data can only estimate county level data for a limited number of counties due to sample size, so 2019 data is reported here at the county level. ACS releases 5-year estimates in March 2022 that will be useful for comparisons going forward.

** Incarceration data should be age adjusted, but 2020 data set is considered experimental and does not include 13 and older population. Prior 2020, the rate is per 100,00 NC population age adjusted.

Physical Environment					
Health Indicator	Desired Result	Definition	Sampson County	North Carolina	HNC 2030 Target
Access to Exercise Opportunities	All people in North Carolina have equitable and adaptive/adaptable access to physical activity opportunities across the lifespan.	Percent of the population living half a mile from a park in any area, one mile from a recreational center in a metropolitan area, or three miles from a recreational center in a rural area	57% (2019)	74% (2019)	92.0%
Limited Access to Healthy Food*	All people in North Carolina have equitable access to affordable, nutritious, culturally appropriate foods.	Percent of people who are low-income that are not near a grocery store	2% (2015)	7% (2015)	5.0%
Food Insecurity**			17% (2018)	14% (2018)	(No target)
Severe Housing Problems	All people in North Carolina have safe, affordable, quality housing opportunities.	Percent of households with at least 1 of 4 severe housing problems	18% (2013-2017)	15% (2013-2017)	14.0%

Notes for Physical Environment data:

* The U.S. Department of Agriculture last updated this measure in 2015.

** Food insecurity added to HNC 2030 because the data are updated annually (with a two-year delay in reporting).

Health Behaviors					
Health Indicator	Desired Result	Definition	Sampson County	North Carolina	HNC 2030 Target
Drug Overdose Deaths	All individuals and families in North Carolina with substance use disorder receive person-centered care incorporating evidence-based behavioral and pharmacological approaches.	Number of persons who die because of drug poisoning per 100,000 population (unintentional poisoning deaths/overdose deaths)	23.00 (2020)	32.50 (2020)	18.0
Tobacco Use*	All people in North Carolina live in communities that support tobacco-free/e-cigarette-free lifestyles	Percentage of high school students reporting current use of any tobacco product		MS: 10.4% (2019) HS: 27.3% (2019)	9.0%
		Percentage of adults reporting current use of any tobacco product	26.4% (2020)	22.6% (2020)	15.0%
Excessive Drinking*	All North Carolina communities support safe and responsible use of alcohol.	Percent of adults reporting binge or heavy drinking	19.5% (2020)	15.6% (2020)	12.0%

Sugar-Sweetened Beverage Consumption*	All people in North Carolina live in communities that support healthy food and beverage choices.	Percent of youth reporting consumption of one or more sugar-sweetened beverages per day	DPI unable to provide update to SCHS	30.1 % (2019)	17.0%
		Percent of adults reporting consumption of one or more sugar-sweetened beverages per day	36.1% (20219)	35.4% (2019)	20.0%
HIV Diagnosis	All people in North Carolina experience sexual health with equitable access to quality and culturally competent prevention, treatment, and management of sexually transmitted infections.	Number of new HIV diagnoses per 100,000 population	11.4 (2020)	12.0 (2020)	6.0
Teen Births	All people in North Carolina live in communities support healthy choices for family planning and have equitable access to high quality, affordable reproductive health services.	Number of births to girls aged 15-19 per 1,000 population	26.0 (2019)	18.2 (2019)	10.0

Notes for Health Behaviors data:

*Adult Tobacco Use, Adult Sugar-Sweetened Beverage Consumption, and Excessive Drinking data are only available as regional data from the Behavioral Risk Factor Surveillance System.

*BRFSS Data for Adult Smoking, Adult Sugar Sweetened Beverage Consumption, and Excessive Drinking are reported for the LHD Region, and is not county level data.

Note: HIV Diagnosis *2020 data should be treated with caution due to reduced availability of testing caused by the COVID-19 pandemic.

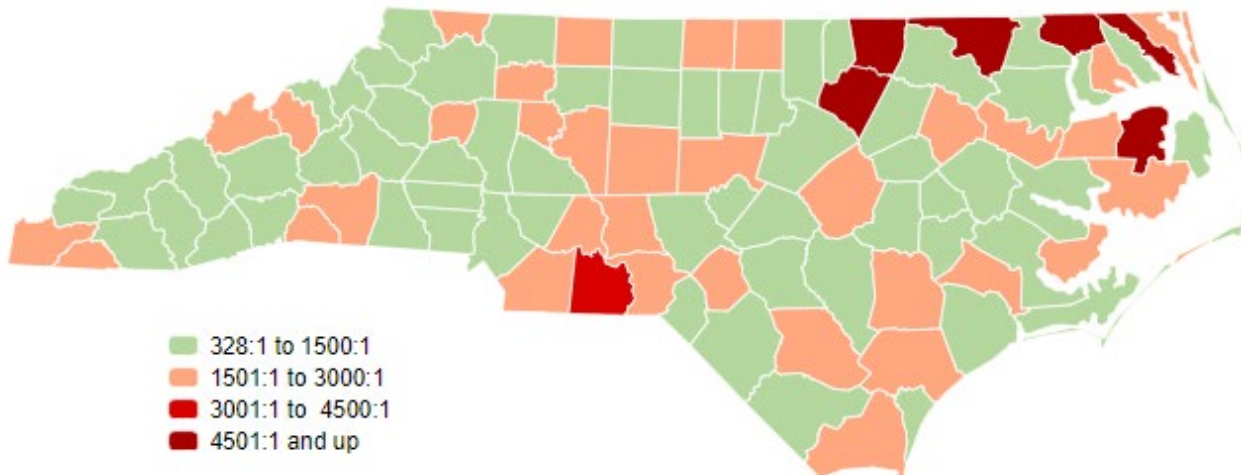
Health Outcomes					
Health Indicator	Desired Result	Definition	Sampson County	North Carolina	HNC 2030 Target
Infant Mortality	All babies in North Carolina are born healthy, thrive in caring and healthy homes, and see their first birthday.	Rate of infant deaths per 1,000 live births	6.5 (2020)	6.9 (2020)	6.0
		Disparity ratio between white non-Hispanic and African American, non-Hispanic infant deaths	1.88 (2016-2020)	2.59 (2016-2020)	Black/White disparity ratio = 1.5
Life Expectancy (years)	All people in North Carolina have long and healthy lives.	Average number of years of life remaining for persons who have attained a given age	75.9 (2020)	76.4 (2020)	82.0

Notes on Health Outcomes:

*Disparity ratio – Rates based on less than 10 deaths are unreliable and should be interpreted with caution. Source: NC Department of Health & Human Services State Center for Health Statistics, 29NOV2021. See table on website for more information.

<https://schs.dph.ncdhs.gov/data/vital/ims/2020/2020-IMR-TABLE3b.html>

Clinical Care					
Health Indicator	Desired Result	Definition	Sampson County	North Carolina	HNC 2030 Target
Uninsured	All people in North Carolina live in communities with access to comprehensive, high quality, affordable health insurance.	Population under age 65 without insurance	No data available	12.9% (2020)	8.0%
Early Prenatal Care	All birthing people have healthy pregnancies and maternal birth outcomes.	Percentage of women who receive pregnancy-related health care services during the first trimester of pregnancy	73.6 (2020)	73.1% (2020)	80.0%
Suicide	All people in North Carolina live in communities that foster and support positive mental health.	Age-adjusted number of deaths attributable to self-harm per 100,000 population	4.7 (2020)	13.3 (2020)	11.1
Primary Care Clinicians (Counties at or below 1:1500 providers to population)	All people in North Carolina live in communities with access to comprehensive, high quality, affordable health care.	Primary care workforce as a ration of the number of full-time equivalent primary care clinicians to county population (primary care provider to population ratio)	See map below		25% decrease for counties above 1:1500 provider to population



Appendix C

County Data Tables (Spring 2021)

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Table 1. Population Estimate, Sampson County, North Carolina, and United States (2019)					
Sampson County		North Carolina		United States	
63,531		10,488,084		328,239,523	
Estimated Percent Change April 1, 2010 to July 1, 2019	0.1%	Estimated Percent Change April 1, 2010 to July 1, 2019	10.0%	Estimated Percent Change April 1, 2010 to July 1, 2019	6.3%
Source: U.S. Census Bureau Populations Estimate Program (PEP) & U.S. Census Bureau, American Community Survey (ACS) 1-Year Estimate https://www.census.gov/quickfacts/fact/table/sampsoncountynorthcarolina/RHI825219					

Table 2. Age Distribution, Sampson County and North Carolina (2019)		
Age Group	Sampson County (%)	North Carolina (%)
Persons under 5 years	6.5%	5.8%
Persons under 18 years	24.3%	21.9%
Persons 65 years and over	18.3%	16.7%
Source: U.S. Census Bureau Populations Estimate Program (PEP) & U.S. Census Bureau, American Community Survey (ACS) 1-Year Estimate https://www.census.gov/quickfacts/fact/table/sampsoncountynorthcarolina/RHI825219		

Table 3. Age Distribution by Age Group, Sampson County (2015-2019)		
Age Group	Estimate	Percent
Total population	63,385	100%
Under 5 years	4,088	6.4%
5 to 9 years	4,202	6.6%
10 to 14 years	4,522	7.1%
15 to 19 years	4,152	6.6%
20 to 24 years	3,891	6.1%
25 to 34 years	7,033	11.1%
35 to 44 years	7,761	12.2%
45 to 54 years	8,370	13.2%
55 to 59 years	4,296	6.8%
60 to 64 years	4,025	6.4%
65 to 74 years	6,453	10.2%
75 to 84 years	3,616	5.7%
85 years and over	976	1.5%
Median age (years)	40.3	
Source: U.S. Census Bureau, American Community Survey (ACS), 5-Year Estimates Table ID: DP05 https://data.census.gov/cedsci/table?q=DP05&g=0500000US37163&tid=ACSDP5Y2019.DP05&hidePreview=true&moe=false		

Table 4. Population Distribution by Gender, Sampson County and North Carolina (2019)

Gender	Sampson (Percent)	North Carolina (Percent)
Female	50.8%	51.4%
Male	49.2%	48.6%

Source: U.S. Census Bureau Populations Estimate Program (PEP) & U.S. Census Bureau, American Community Survey (ACS) 1-Year Estimate. Sex estimates of the population are produced for the United States, states, and counties, as well as for the Commonwealth of Puerto Rico and its municipios (county-equivalents for Puerto Rico). Sex is based on the biological attributes of men and women (chromosomes, anatomy, and hormones).
<https://www.census.gov/quickfacts/fact/table/sampsoncountynorthcarolina/RHI825219>

Table 5. Veterans, Sampson County (2015-2019)

	Number	Percent of population 18 years and older
Veterans	3,416	7.1%

Source: U.S. Census Bureau, American Community Survey (ACS), 5-Year Estimates
Table ID: S2101
<https://data.census.gov/cedsci/table?q=Pasquotank%20County,%20North%20Carolina&text=veteran%20status&g=0500000US37163&tid=ACSST5Y2019.S2101&moe=false&hidePreview=true>

Table 6. Race/Ethnicity, Sampson County and North Carolina (2015-2019)

Race	Sampson County		North Carolina	
	Number	Percent	Number	Percent
White	39,791	62.8%	7,049,919	68.7%
Black or African American	16,080	25.4%	2,200,761	21.4%
American Indian and Alaska Native	1,166	1.8%	123,952	1.2%
Asian	356	0.6%	292,992	2.9%
Native Hawaiian and Other Pacific Islander	0	0.0%	7,213	0.1%
Hispanic or Latino (of any race)	12,445	19.6%	962,665	9.4%
Some other race	4,286	6.8%	316,763	3.1%
Two or more races	1,706	2.7%	273,276	2.7%
Total	63,385		10,264,876	

Source: U.S. Census Bureau, American Community Survey (ACS), 5-Year Estimates
Table ID: DP05
<https://data.census.gov/cedsci/table?text=DP05&g=0500000US37163&tid=ACSDP5Y2019.DP05&hidePreview=true&moe=false>

Table 7. Hispanic or Latino Origin and Race, Sampson County and North Carolina (2015-2019)

County/State	Race and Hispanic or Latino Origin in the past 12 months						
	White alone	Black or African American	American Indian and Alaska Native	Asian alone	Native Hawaiian and other Islander alone	Some Other race alone	Two or more races
Sampson	51.0%	25.1%	1.6%	0.6%	0.0%	0.0%	2.1%
North Carolina	63.1%	21.1%	1.1%	2.8%	0.1%	0.2%	2.2%

Source: U.S. Census Bureau, American Community Survey (ACS), 5-Year Estimates
Table ID: DP05
<https://data.census.gov/cedsci/table?text=DP05&g=0500000US37163&tid=ACSDP5Y2019.DP05&hidePreview=true&moe=false>

Table 8. Limited English-Speaking Households, Sampson County (2015-2019)

All households	23,416	100%
Limited English-speaking households	973 ± 213	4.2%
Households Speaking:		
	Number	Percent
Spanish	3,057 ± 260	13.1%
Other Indo-European languages	73 ± 35	0.3%
Asian and Pacific Island languages	129 ± 81	0.6%
Other languages	114 ± 74	0.5%

Source: U.S. Census Bureau, American Community Survey (ACS), 5-Year Estimates
Table ID: S1602
<https://data.census.gov/cedsci/table?q=S1602&g=0500000US37163&tid=ACSST5Y2019.S1602&hidePreview=true>

Table 9. Educational Attainment Population 25+ years, Sampson County and North Carolina (2015-2019)

	Sampson County	North Carolina
High School Graduate or Higher	79.3%	87.8%
Less than 9 th Grade	8.9%	4.5%
High School, No Diploma	11.8%	7.7%
High School Graduate or Equivalency	34.2%	25.7%
Some College, No Degree	21.3%	21.2%
Associate Degree	10.1%	9.7%
Bachelor's Degree	9.7%	20.0%
Graduate or Professional Degree	4.0%	11.3%

Source: U.S. Census Bureau, American Community Survey (ACS), 5-Year Estimates
Table ID: S1501
<https://data.census.gov/cedsci/table?q=sampson%20county%20north%20carolina%20educational%20attainment&g=0500000US37163&tid=ACSST5Y2019.S1501&hidePreview=true&moe=false>

Table 10. SAT scores for Sampson County Public Schools with State and National Scores (2016-2019)

	SAT Scores			
	2019	2018	2017	2016
Sampson County	1,048	1,035	1,024	919
North Carolina	1,091	1,090	1,074	997
United States	1,039	1,049	NR	NR

Source: North Carolina School Report Cards
<https://ncreports.ondemand.sas.com/src/?county=Sampson>

Table 11. ACT Scores for Sampson County Public Schools and North Carolina (2016-2019)

	ACT Proficiency			
	2019	2018	2017	2016
Sampson County	49.7%	52.6%	50.7%	53.5%
North Carolina	55.8%	57.9%	58.8%	59.9%

Source: North Carolina School Report Cards
<https://ncreports.ondemand.sas.com/src/?county=Sampson>

Table 12. Income per Household in the Past 12 Months (Inflation-Adjusted Dollars), Sampson County and North Carolina (2015-2019)

Income Level	Sampson County	North Carolina
Below \$10,000	8.0%	6.4%
\$10,000-\$14,999	7.5%	5.0%
\$15,000-\$24,999	13.8%	10.3%
\$25,000-\$34,999	12.9%	10.3%
\$35,000-\$49,999	15.8%	13.9%
\$50,000-\$74,999	18.1%	18.0%
\$75,000-\$99,999	10.6%	12.4%
\$100,000-\$149,999	8.7%	13.1%
\$150,000-\$199,999	2.5%	5.1%
\$200,000 or more	1.9%	5.4%
Median Household Income	\$42,151	\$54,602

Source: U.S. Census Bureau, American Community Survey (ACS), 5-Year Estimates
 Table ID: S1901
<https://data.census.gov/cedsci/table?q=income&g=0500000US37163&tid=ACSST5Y2019.S1901&moe=false&hidePreview=true>

Table 13. Poverty Status in the Past 12 Months Disaggregated by Age, Sampson County and North Carolina (2015-2019)

County/State	Age Group					
	Under 5 years	5-17 years	18-34 years	35-64 years	60 years and over	65 years and over
Sampson County	39.5%	29.2%	23.9%	16.6%	11.2%	11.3%
North Carolina	23.8%	20.2%	18.3%	11.3%	9.8%	9.1%

Source: U.S. Census Bureau, American Community Survey (ACS), 5-Year Estimates
Table ID: S1701
<https://data.census.gov/cedsci/table?q=Sampson%20county%20north%20carolina%20poverty%20status&tid=ACSST5Y2019.S1701&hidePreview=true&moe=false>

Table 14. Means of Transportation to Work by Age, Sampson County (2015-2019)

Label	Estimate
Total:	26,619
Car, truck, or van:	25,127
Drove alone	22,347
Carpooled:	2,780
In 2-person carpool	1,767
In 3-person carpool	507
In 4-person carpool	234
In 5- or 6-person carpool	221
In 7-or-more-person carpool	51
Public transportation (excluding taxicab):	90
Bus	73
Subway or elevated rail	0
Long-distance train or commuter rail	7
Light rail, streetcar, or trolley (carro público in Puerto Rico)	0
Ferryboat	10
Taxicab	12
Motorcycle	0
Bicycle	7
Walked	302
Other means	177
Worked from home	904

Source: U.S. Census Bureau, American Community Survey (ACS), 5-Year Estimates
Table ID: B08301
<https://data.census.gov/cedsci/table?text=means%20of%20transportation&g=0500000US37163&tid=ACSST5Y2019.B08301&moe=false&hidePreview=true>

Table 15. Financial Characteristics for Housing Units with a Mortgage in Sampson County (2015-2019)		
	Sampson County, North Carolina	
	Owner-occupied housing units with a mortgage	% owner-occupied housing units with a mortgage
Owner-Occupied Housing Units with a Mortgage	7,737	7,737
Less than \$50,000	653	8.4%
\$50,000 to \$99,999	3,008	38.9%
\$100,000 to \$299,999	3,529	45.6%
\$300,000 to \$499,999	455	5.9%
\$500,000 to \$749,999	84	1.1%
\$750,000 to \$999,999	2	0.0%
\$1,000,000 or more	6	0.1%
Median (dollars)	\$107,200	\$107,200
Mortgage Status		
With either a second mortgage, or home equity loan, but not both	792	10.2%
Second mortgage only	171	2.2%
Home equity loan only	621	8.0%
Both second mortgage and home equity loan	20	0.3%
No second mortgage and no home equity loan	6,925	89.5%
Household Income in the Past 12 Months (in 2019 inflation-adjusted dollars)		
Less than \$10,000	213	2.8%
\$10,000 to \$24,999	788	10.2%
\$25,000 to \$34,999	718	9.3%
\$35,000 to \$49,999	1,162	15.0%
\$50,000 to \$74,999	1,602	20.7%
\$75,000 to \$99,999	1,261	16.3%
\$100,000 to \$149,999	1,389	18.0%
\$150,000 or more	604	7.8%
Median household income (dollars)	\$64,782	\$64,782
Source: U.S. Census Bureau, American Community Survey (ACS), 5-Year Estimates Table ID: S2506 https://data.census.gov/cedsci/table?q=Owner-occupied%20units%20with%20a%20Mortgage&g=0500000US37163&tid=ACSST5Y2019.S2506&moe=false&hidePreview=true		

Table 16. Financial Characteristics for Housing Units without a Mortgage in Sampson County (2015-2019)		
	Sampson County, North Carolina	
	Owner-occupied housing units without a mortgage	% owner-occupied housing units without a mortgage
Owner-Occupied Housing Units with a Mortgage	8,491	8,491
Less than \$50,000	2,505	29.5%
\$50,000 to \$99,999	2,890	34.0%
\$100,000 to \$199,999	1,858	21.9%
\$200,000 to \$299,999	673	7.9%
\$300,000 to \$499,999	428	5.0%
\$500,000 to \$749,999	40	0.5%
\$750,000 to 999,999	47	0.6%
\$1,000,000 or more	50	0.6%
Median (dollars)	\$78,700	\$78,700
Household Income in the Past 12 Months (in 2019 inflation-adjusted dollars)		
Less than \$10,000	383	4.5%
\$10,000 to \$24,999	2,084	24.5%
\$25,000 to \$34,999	1,155	13.6%
\$35,000 to \$49,999	1,431	16.9%
\$50,000 to \$74,999	1,723	20.3%
\$75,000 to \$99,999	714	8.4%
\$100,000 to \$149,999	574	6.8%
\$150,000 or more	427	5.0%
Median household income (dollars)	\$41,636	\$41,636
Source: U.S. Census Bureau, American Community Survey (ACS), 5-Year Estimates Table ID: S2507 https://data.census.gov/cedsci/table?q=Mortgage&g=0500000US37163&tid=ACSST5Y2019.S2507&moe=false&hidePreview=true		

Table 17. Live Births, Sampson County and North Carolina (2018)

County/State	Total Births	Total Rate	White-non-Hispanic number	White non-Hispanic rate	Black, non-Hispanic number	Black non-Hispanic rate	Hispanic number	Hispanic rate
Sampson County	834	13.1	366	11.3	161	9.8	282	21.7
North Carolina	118,957	11.5	64,637	9.8	28,719	12.5	18,359	18.4

Source: N.C. State Center for Health Statistics
<https://schs.dph.ncdhhs.gov/data/vital/volume1/2018/Sampson.html>

Table 18. Live Births by Sex, Sampson County (2014-2018)

County/State	Total	Total Rate	White, non-Hispanic	White, non-Hispanic rate	Black, non-Hispanic	Black, non-Hispanic rate	Hispanic	Hispanic rate
Male	422	6.6	176	5.4	91	5.5	137	10.5
Females	412	6.5	190	5.9	70	4.2	145	11.2

Source: N.C. State Center for Health Statistics
<https://schs.dph.ncdhhs.gov/data/vital/volume1/2018/Sampson.html>

Table 19. Low Birth Weight, Sampson County and North Carolina (2014-2018)

		Non-Hispanic											
		Total		Total		White		Black		Other		Hispanic	
County of Residence	Birth Weight	Births	%	Births	Pct.	Births	Pct.	Births	Pct.	Births	Pct.	Births	Pct.
North Carolina	Low	55,413	9.2	48,847	9.6	25,047	7.6	20,450	14.2	3,350	9.4	6,566	7.2
	Very Low	10,222	1.7	9,080	1.8	4,011	1.2	4,591	3.2	478	1.3	1,142	1.3
Sampson	Low	374	9.0	275	10	123	7.3	136	14.5	16	12.1	99	7.0
	Very Low	76	1.8	52	1.9	17	1.0	31	3.3	4	3.0	24	1.7

Source: N.C. State Center for Health Statistics
<https://schs.dph.ncdhhs.gov/data/databook/CD6A-B%20LBW%20&%20VLBW%20by%20race.html>

Table 20. Fetal Death Rates per 1,000 Deliveries, Sampson County and North Carolina (2014-2018)

	Total Fetal Deaths	Total Fetal Death Rate	White Non-Hispanic Fetal Deaths	White Non-Hispanic Fetal Death Rate	Af. Am. Non-Hispanic Fetal Deaths	Af. Am. Non-Hispanic Fetal Death Rate	Other Non-Hispanic Fetal Deaths	Other Non-Hispanic Fetal Death Rate	Hispanic Fetal Deaths	Hispanic Fetal Death Rate
North Carolina	4,166	6.9	1,764	5.3	1,682	11.6	194	5.4	526	5.7
Sampson	35	8.3	13	*	14	*	1	*	7	*

Source: N.C. State Center for Health Statistics
<https://schs.dph.ncdhhs.gov/data/databook/CD8%20fetal%20death%20rates.rtf>

Table 21. Cancer Incidence Rates for selected sites per 100,000 population age adjusted to the 2000 U.S. Census, Sampson County and North Carolina, (2012-2016)

County	Colon/Rectum		Lung/Bronchus		Female Breast		Prostate		All Cancers	
	Cases	Rate	Cases	Rate	Cases	Rate	Cases	Rate	Cases	Rate
North Carolina	21,168	37.1	40,216	68.8	49,457	161.8	35,584	115.9	277,277	481.9
Sampson	130	33.4	330	80.3	307	153.8	232	120.9	1,846	474.2

Source: N.C. State Center for Health Statistics
<https://schs.dph.ncdhhs.gov/data/databook/CD13A%20leadingcancers.xlsx>

Table 22. Neonatal (<28 Days) Death Rates, Sampson County and North Carolina (2014-2018)

	Total neonate deaths	Total neonatal death rate	White non-Hispanic neonatal deaths	White non-Hispanic neonatal death rate	Af. Am. Non-Hispanic neonatal deaths	Af. Am. Non-Hispanic neonatal death rate	Other non-Hispanic neonatal deaths	Other non-Hispanic neonatal death rate	Hispanic neonatal deaths	Hispanic neonatal death rate
North Carolina	2,865	4.8	1,092	3.3	1,247	8.7	160	4.5	366	4.0
Sampson	13	*	5	*	5	*	2	*	1	*

Prepared by N.C. DHHS State Center for Health Statistics
 Note: rates based on small numbers (fewer than 20 cases) are unstable and are not reported"
<https://schs.dph.ncdhhs.gov/data/databook/CD9A%20neonatal%20death%20rates.rtf>

Table 23. Age-Adjusted Death Rates for Sampson County (2014-2018)

Cause of Death:	White, non-Hispanic		African American, non-Hispanic		American Indian, non-Hispanic		Other Races, non-Hispanic		Hispanic		Male		Female		Overall	
	Deaths	Rate	Deaths	Rate	Deaths	Rate	Deaths	Rate	Deaths	Rate	Deaths	Rate	Deaths	Rate	Deaths	Rate
All Causes	2,268	924.5	1,046	960.2	72	838.4	6	N/A	119	514.2	1,847	1,106.2	1,664	736.4	3,511	901.6
Diseases of Heart	490	187.0	213	189.4	13	N/A	1	N/A	19	N/A	387	232.3	349	144.9	736	183.5
Acute Myocardial Infarction	101	37.9	48	42.6	1	N/A	0	N/A	9	N/A	87	49.8	72	29.5	159	39.1
Other Ischemic Heart Disease	207	78.2	80	68.4	5	N/A	0	N/A	6	N/A	168	99.4	130	54.4	298	73.4
Cerebrovascular Disease	127	49.4	71	61.8	3	N/A	0	N/A	3	N/A	97	58.4	107	45.4	204	51.4
Cancer	512	196.2	226	197.8	9	N/A	2	N/A	21	93.5	442	246.7	328	147.2	770	188.1
Colon, Rectum, and Anus	45	17.1	18	N/A	0	N/A	1	N/A	1	N/A	37	19.7	28	12.9	65	15.9
Pancreas	27	10.7	14	N/A	1	N/A	0	N/A	3	N/A	23	12.8	22	10.0	45	11.1
Trachea, Bronchus, and Lung	160	58.8	60	50.7	6	N/A	0	N/A	4	N/A	143	77.2	87	37.3	230	54.2
Breast	35	25.6	13	N/A	0	N/A	1	N/A	0	N/A	0	N/A	49	22.6	49	22.6
Prostate	25	22.5	20	48.4	0	N/A	0	N/A	0	N/A	45	27.6	0	N/A	45	27.6
Diabetes Mellitus	109	42.7	92	80.2	5	N/A	0	N/A	6	N/A	106	59.9	106	46.5	212	52.7
Pneumonia and Influenza	46	18.8	18	N/A	3	N/A	0	N/A	1	N/A	38	23.0	30	12.7	68	17.3
Chronic Lower Respiratory Diseases	159	62.5	29	25.7	8	N/A	0	N/A	2	N/A	102	63.0	96	41.3	198	49.6
Chronic Liver Disease and Cirrhosis	28	12.3	4	N/A	0	N/A	0	N/A	4	N/A	22	11.5	14	N/A	36	9.1
Septicemia	27	11.8	18	N/A	2	N/A	0	N/A	1	N/A	21	11.8	27	12.5	48	12.2
Nephritis, Nephrotic Syndrome, and Nephrosis	35	13.7	33	29.0	2	N/A	0	N/A	2	N/A	31	19.3	41	17.7	72	18.0
Unintentional Motor Vehicle Injuries	53	32.1	23	26.6	0	N/A	0	N/A	17	N/A	69	45.5	24	14.5	93	29.6
All Other Unintentional Injuries	111	61.9	30	32.3	4	N/A	0	N/A	8	N/A	97	63.2	56	32.2	153	46.8
Suicide	20	11.1	2	N/A	0	N/A	0	N/A	6	N/A	22	13.2	6	N/A	28	8.5
Homicide	7	N/A	17	N/A	0	N/A	0	N/A	6	N/A	22	14.5	8	N/A	30	9.9
Alzheimer's disease	88	33.9	15	N/A	1	N/A	0	N/A	1	N/A	37	25.7	68	27.1	105	26.9
Acquired Immune Deficiency Syndrome	1	N/A	8	N/A	0	N/A	0	N/A	2	N/A	7	N/A	4	N/A	11	N/A

Source: N.C. State Center for Health Statistics

<https://schs.dph.ncdhhs.gov/data/databook/CD12B%20racespecific%20and%20sexspecific%20rates.rtf>

Table 24. North Carolina Newly Diagnosed Chlamydia, Gonorrhea, and Early Syphilis (Primary, Secondary and Early Latent) Infections by Residence at Time of Diagnosis Sampson County (2018-2020)

County	Chlamydia			Gonorrhea			P. & S. Syphilis			E. L. Syphilis		
	2018 Jan- Mar	2019 Jan- Mar	2020 Jan- Mar	2018 Jan- Mar	2019 Jan- Mar	2020 Jan- Mar	2018 Jan- Mar	2019 Jan- Mar	2020 Jan- Mar	2018 Jan- Mar	2019 Jan- Mar	2020 Jan- Mar
Sampson	80	120	84	35	31	21	1	2	1	0	0	3

Source: North Carolina Division of Health and Human Services Communicable Disease Branch
<https://epi.dph.ncdhhs.gov/cd/stds/figures/vol20no1.pdf>

Table 25. All Other Unintentional Injuries Death Rates per 100,000 Residents, Sampson County and North Carolina (2018) and (2014-2018)

County/State	Number of Deaths 2018	Death Rate 2018	Number of Deaths 2014-2018	Death Rate 2014-2018	Age-Adjusted Death Rate 2014-2018
Sampson	33	51.9	153	48.1	46.8
North Carolina	4,478	43.1	19,576	38.6	37.0

Source: N.C. State Center for Health Statistics
<https://schs.dph.ncdhhs.gov/data/vital/lcd/2018/otherinjuries.html>

Table 26. Age-Adjusted Unintentional Motor Vehicle Injury Death Rates per 100,000 Residents, Sampson County and North Carolina (2018) and (2014-2018)

County/State	Number of Deaths 2018	Death Rate 2018	Number of Deaths 2014-2018	Death Rate 2014-2018	Age-Adjusted Death Rate 2014-2018
Sampson County	18	28.3	93	29.3	29.6
North Carolina	1,591	15.3	7,553	14.9	14.5

Source: N.C. State Center for Health Statistics
<https://schs.dph.ncdhhs.gov/data/vital/lcd/2018/motorvehicle.html>

Table 27. Crime Rate per 100,000 persons, Sampson County and North Carolina (2018)

County/State	Violent Crime Rate				Property Crime Rate		
	Murder	Rape	Robbery	Agg Assault	Burglary	Larceny	MVT
North Carolina	356.6				2,406.6		
	5.8	23.7	77.1	250.0	577.4	1,667.2	162.0
Sampson County	300.0				2,088.8		

Source: N.C. Bureau of Investigation
 ‘-’ indicates missing data for full 12-month period for over 50 percent of the county population for 2017 and 2018

<http://ncsbi.gov/Services/SBI-Statistics/SBI-Uniform-Crime-Reports/2018-Annual-Summary.aspx>

Table 28. Poisoning Mortality Rates per 100,000 North Carolina Resident Deaths, Sampson County and North Carolina (2015-2019)

County of Residence	Total Deaths	Crude Rate	Age-Adjusted Rate
North Carolina	9,367	18.25	18.80
Sampson County	53	16.68	18.00

N.C. State Center for Health Statistics. (2015-2019). Poisoning Mortality Rates (per 100,000) 2015-2019 North Carolina Resident Deaths.

Table 29. Poisoning Mortality Rates by Race/Ethnicity per 100,000 North Carolina Resident Deaths (2019)

Race/Ethnicity	Total Deaths	Population Estimate	Crude Rate	Age-Adjusted Rate
White, non-Hispanic	1,667	6,668,532	25.00	26.60
Black, non-Hispanic	349	2,320,112	15.04	15.20
American Indian, non-Hispanic	55	124,642	44.13	47.10
Other, non-Hispanic	15	348,968	4.30	3.90
Hispanic	62	1,025,830	6.04	6.50
North Carolina Total	2,148	10,488,084	20.48	21.20

Source: N.C. State Center for Health Statistics. (2019). Poisoning Mortality Rates (per 100,000) by Race/Ethnicity 2019 North Carolina Resident Deaths.

Table 30. Poisoning Mortality Rates by Sex 2019 per 100,000 North Carolina Resident Deaths (2019)

Gender	Total Deaths	Population Estimate	Crude Rate	Age-Adjusted Rate
Male	1,485	5,100,264	29.12	30.00
Female	663	5,387,820	12.31	12.70
North Carolina Total	2,148	10,488,084	20.48	21.20

Source: N.C. State Center for Health Statistics. (2019). Poisoning Mortality Rates (per 100,000) by Sex 2019 North Carolina Resident Deaths.

Image 1. 2019 BRFSS Survey Results: North Carolina Regions Hypertension Awareness: Adults who have been told they have high blood pressure by a doctor, nurse, or other health professional (CDC calculated variable)

	Total Respond.^	Yes			No		
		N	%	C.I.(95%)	N	%	C.I.(95%)
North Carolina	4,266	1,674	35.1	33.5-36.8	2,592	64.9	63.2-66.5
Medicaid Region 5	549	241	39.3	34.6-44.3	308	60.7	55.7-65.4
GENDER							
Male	218	92	40.4	33.0-48.3	126	59.6	51.7-67.0
Female	331	149	38.3	32.5-44.5	182	61.7	55.5-67.5
RACE							
Non-Hispanic White	259	105	37.2	30.8-44.0	154	62.8	56.0-69.2
Non-Hispanic Black	156	86	49.0	39.8-58.3	70	51.0	41.7-60.2
Other	134	50	32.8	24.6-42.0	84	67.2	58.0-75.4
AGE							
18-44	206	40	17.1	12.0-23.7	166	82.9	76.3-88.0
45-64	187	98	50.1	41.8-58.5	89	49.9	41.5-58.2
65+	150	100	68.3	58.6-76.7	50	31.7	23.3-41.4

Source: N.C. State Center for Health Statistics

https://schs.dph.ncdhhs.gov/data/brfss/2019/Medicaid/region5/_RFHYPE.html

Image 2. 2019 BRFSS Survey Results: North Carolina Regions Chronic Health Conditions: History of any cardiovascular diseases

	Total Respond.^	Yes			No		
		N	%	C.I.(95%)	N	%	C.I.(95%)
North Carolina	4,250	495	9.7	8.8-10.8	3,755	90.3	89.2-91.2
Medicaid Region 5	544	75	11.6	8.9-15.1	469	88.4	84.9-91.1
GENDER							
Male	217	34	13.1	8.8-18.9	183	86.9	81.1-91.2
Female	327	41	10.3	7.1-14.7	286	89.7	85.3-92.9
RACE							
Non-Hispanic White	258	40	12.8	9.0-18.1	218	87.2	81.9-91.0
Non-Hispanic Black	153	20	9.5	5.8-15.3	133	90.5	84.7-94.2
Other	133	15	9.8	5.7-16.4	118	90.2	83.6-94.3
AGE							
18-44	206	***	***	***	196	95.3	90.4-97.8
45-64	186	30	15.6	10.5-22.4	156	84.4	77.6-89.5
65+	145	35	21.5	14.2-31.0	110	78.5	69.0-85.8

Source: N.C. State Center for Health Statistics

<https://schs.dph.ncdhhs.gov/data/brfss/2019/Medicaid/region5/cvdhist.html>

Image 3. 2019 BRFSS Survey Results: North Carolina Regions Healthy Days: Frequent Mental Distress (within the past 30 days)

	Total Respond.^	Yes			No		
		N	%	C.I.(95%)	N	%	C.I.(95%)
North Carolina	4,214	532	13.8	12.5-15.1	3,682	86.2	84.9-87.5
Medicaid Region 5	543	83	14.9	11.7-18.8	460	85.1	81.2-88.3
GENDER							
Male	216	26	11.7	7.6-17.4	190	88.3	82.6-92.4
Female	327	57	17.8	13.3-23.4	270	82.2	76.6-86.7
RACE							
Non-Hispanic White	258	40	15.6	11.2-21.2	218	84.4	78.8-88.8
Non-Hispanic Black	152	21	11.0	6.7-17.5	131	89.0	82.5-93.3
Other	133	22	18.1	11.6-27.3	111	81.9	72.7-88.4
AGE							
18-44	205	34	17.4	12.1-24.3	171	82.6	75.7-87.9
45-64	183	33	16.1	10.9-23.0	150	83.9	77.0-89.1
65+	148	16	9.5	5.3-16.3	132	90.5	83.7-94.7

Source: North Carolina State Center for Health Statistics

<https://schs.dph.ncdhhs.gov/data/brfss/2019/Medicaid/region5/FMD.html>

Image 4. All Ages: Leading Causes of Injury Death, Hospitalization, and Emergency Department Visits by County, Sampson County (2016-2019)

Leading Causes of Injury Death 2016 to 2019 SAMPSON			Leading Causes of Injury Hospitalization 2016 to 2019 SAMPSON			Leading Causes of Injury ED Visits 2016 to 2019 SAMPSON		
Rank	Cause	#	Rank	Cause	#	Rank	Cause	#
1	MVT - Unintentional	74	1	Fall - Unintentional	667	1	Fall - Unintentional	3,984
2	Poisoning - Unintentional	52	2	MVT - Unintentional	239	2	MVT - Unintentional	3,021
3	Fall - Unintentional	35	3	Poisoning - Unintentional	134	3	Natural/Environmental - Unintentional	1,435
4	Firearm - Assault	16	4	Fire/Burn - Unintentional	69	4	Unspecified - Unintentional	1,329
5	Firearm - Self-Inflicted	11	5	Unspecified - Unintentional	49	5	Struck By/Against - Unintentional	819
TOTAL		240	TOTAL		1,395	TOTAL		28,034

Source: N.C. Injury & Violence Prevention Branch.

https://www.injuryfreenc.ncdhhs.gov/DataSurveillance/Top5TablesByCounty2016_2019Final.pdf

Image 5. Ages 0-14: Leading Causes of Injury Death, Hospitalization, and Emergency Department Visits by County, Sampson County (2016-2019)

Leading Causes of Injury Death 2016 to 2019 SAMPSON			Leading Causes of Injury Hospitalization 2016 to 2019 SAMPSON			Leading Causes of Injury ED Visits 2016 to 2019 SAMPSON		
Rank	Cause	#	Rank	Cause	#	Rank	Cause	#
1	MVT - Unintentional	3	1	Fire/Burn - Unintentional	23	1	Fall - Unintentional	572
2	Firearm - Self-Inflicted	1	2	MVT - Unintentional	18	2	Natural/Environmental - Unintentional	506
3		0	3	Fall - Unintentional	12	3	MVT - Unintentional	317
4		0	4	Other Specified/Classifiable - Assault	7	4	Unspecified - Unintentional	238
5		0	5	Unspecified - Unintentional; Struck By/Against - Unintentional	6	5	Other Specified/Classifiable - Unintentional	231
TOTAL		4	TOTAL		84	TOTAL		4,787

Source: N.C. Injury & Violence Prevention Branch.

https://www.injuryfreenc.ncdhhs.gov/DataSurveillance/Top5TablesByCounty2016_2019_ages0-14Final.pdf

Image 6. Ages 15-34: Leading Causes of Injury Death, Hospitalization, and Emergency Department Visits by County, Sampson County (2016-2019)

Leading Causes of Injury Death 2016 to 2019 SAMPSON			Leading Causes of Injury Hospitalization 2016 to 2019 SAMPSON			Leading Causes of Injury ED Visits 2016 to 2019 SAMPSON		
Rank	Cause	#	Rank	Cause	#	Rank	Cause	#
1	MVT - Unintentional	29	1	MVT - Unintentional	82	1	MVT - Unintentional	1,317
2	Poisoning - Unintentional	19	2	Poisoning - Unintentional	17	2	Fall - Unintentional	447
3	Firearm - Assault	9	3	Poisoning - Self-Inflicted	15	3	Unspecified - Unintentional	442
4	Firearm - Self-Inflicted	4	4	Fire/Burn - Unintentional; Fall - Unintentional	14	4	Natural/Environmental - Unintentional	378
5	Suffocation - Self-Inflicted	3	5	Motor Vehicle-Nontraffic - Unintentional	13	5	Struck By/Against - Unintentional	290
TOTAL		73	TOTAL		211	TOTAL		8,291

Source: N.C. Injury & Violence Prevention Branch.

https://www.injuryfreenc.ncdhhs.gov/DataSurveillance/Top5TablesByCounty2016_2019_ages15-34Final.pdf

Image 7. Ages 35-64: Leading Causes of Injury Death, Hospitalization, and Emergency Department Visits by County, Sampson County (2016-2019)

Leading Causes of Injury Death 2016 to 2019 SAMPSON			Leading Causes of Injury Hospitalization 2016 to 2019 SAMPSON			Leading Causes of Injury ED Visits 2016 to 2019 SAMPSON		
Rank	Cause	#	Rank	Cause	#	Rank	Cause	#
1	Poisoning - Unintentional	29	1	Fall - Unintentional	126	1	Fall - Unintentional	1,164
2	MVT - Unintentional	26	2	MVT - Unintentional	93	2	MVT - Unintentional	1,095
3	Firearm - Assault	7	3	Poisoning - Unintentional	78	3	Unspecified - Unintentional	497
4	Fall - Unintentional	4	4	Fire/Burn - Unintentional	25	4	Natural/Environmental - Unintentional	416
5	Unspecified - Unintentional; Suffocation - Unintentional; Firearm - Self-Inflicted	3	5	Poisoning - Self-Inflicted	20	5	Struck By/Against - Unintentional	252
TOTAL		93	TOTAL		417	TOTAL		9,643

Source: N.C. Injury & Violence Prevention Branch.

https://www.injuryfreenc.ncdhhs.gov/DataSurveillance/Top5TablesByCounty2016_2019_ages35-64Final.pdf

Image 8. Ages 65+: Leading Causes of Injury Death, Hospitalization, and Emergency Department Visits by County, Sampson County (2016-2019)

Leading Causes of Injury Death 2016 to 2019 SAMPSON			Leading Causes of Injury Hospitalization 2016 to 2019 SAMPSON			Leading Causes of Injury ED Visits 2016 to 2019 SAMPSON		
Rank	Cause	#	Rank	Cause	#	Rank	Cause	#
1	Fall - Unintentional	31	1	Fall - Unintentional	515	1	Fall - Unintentional	1,801
2	MVT - Unintentional	16	2	MVT - Unintentional	46	2	MVT - Unintentional	292
3	Unspecified - Unintentional	7	3	Poisoning - Unintentional	36	3	Unspecified - Unintentional	152
4	Poisoning - Unintentional; Fire/Burn - Unintentional	4	4	Unspecified - Unintentional	33	4	Natural/Environmental - Unintentional	135
5	Firearm - Self-Inflicted	3	5	Struck By/Against - Unintentional	16	5	Poisoning - Unintentional	108
TOTAL		70	TOTAL		683	TOTAL		5,313

Source: N.C. Injury & Violence Prevention Branch.

https://www.injuryfreenc.ncdhhs.gov/DataSurveillance/Top5TablesByCounty2016_2019_ages65upFinal.pdf

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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.