



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

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

**Item 1 Reports and Presentations**

- |   |         |
|---|---------|
| a. Overview of Services – Mt. Calvary Center for Leadership Development | 1 - 15  |
| b. Overview of County Public Water System                               | 16 - 27 |

**Item 2 Action Items**

- |   |         |
|---|---------|
| a. Planning Session Follow Up Items   | 28      |
| b. Economic Development – Recommendation for Use of ARPA Funding for GREAT Grant Applications for Broadband   | 29 - 31 |
| c. Airport Items  | 32 - 38 |
| <ul style="list-style-type: none"><li>• Award of Bid for Runway 24 Land Clearing Project</li><li>• Support for Local Bill Allowing Long-Term Leases</li></ul> |         |
| d. Appointments   | 39 - 41 |
| <ul style="list-style-type: none"><li>• Library Board of Trustees</li><li>• Health Department Advisory Board</li></ul>  |         |

**Item 3 Consent Agenda**

- |  |         |
|--|---------|
| a. Approve the minutes of the February 7, 2021 meeting   | 42      |
| b. Approve the minutes of the February 7, 2021 meeting   | 43 - 48 |
| b. Approve changes in employee insurance benefits regarding termination of benefits and new hire waiting periods as requested by Human Resources | 49      |
| c. Authorize execution of the EMS Clinical Internship Agreement between Sampson County and Central Carolina Community College                    | 50 - 57 |
| d. Approve the amendment to contract to audit accounts between Sampson County and Wade Green, PLLC   | 58 - 61 |

**Tab 3 Consent Agenda, continued**

- e. Authorize execution of the Interlocal Agreement with the Town of Newton Grove for Tax Collection **62 - 69**
- f. Adopt capital project ordinances related to SCIF funding projects (SCIF Grants 20562, 20565, 20566) **70 - 72**
- g. Authorize execution of Amendment No 1 to the State Centric COVID-19 Non-Congregate Sheltering Agreement **73 - 90**
- h. Approve tax refunds and releases as submitted **91 - 108**
- i. Approve budget amendments as submitted **109 - 116**

**Item 4 County Manager's Reports**

**Item 5 Public Comment Period 117 - 118**

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

**Adjournment**

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 1(a)

Meeting Date: March 7, 2022

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

---

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

**DEPARTMENT:** N/A

**PUBLIC HEARING:** No

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

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

**ATTACHMENTS:** PowerPoint slides

**BACKGROUND:**

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

**RECOMMENDED ACTION OR MOTION:**

Hear presentation



MT. CALVARY CENTER  
FOR LEADERSHIP DEVELOPMENT

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

---

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



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

---



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

# History

---

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

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

# Our Mission Statement

---

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



Programs Administered  
By  
Mt. Calvary

# VIC Academy

---

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



## Mt. Calvary Diversity, Equity and Inclusion Task Force

---



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

# Leadership Development Programs

---

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

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

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

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

# Natural Disaster Relief Outreach Program

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

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



# Community Health Initiative

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



# Community Health Workers



# Sampson County

---

CHW's: Diane Brown

James Baylor

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



# Community Leadership Starts Here

## — Mt. Calvary Center for Leadership Development

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

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

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

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

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 1(b)

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

---

**SUBJT:** Overview of County Public Water System

**DEPARTMENT:** Sampson County Public Works

**PUBLIC HEARING:** No

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

**PURPOSE:** To hear an overview of how the county water system is developed and maintained

**ATTACHMENTS:** PowerPoint slides

**BACKGROUND:**

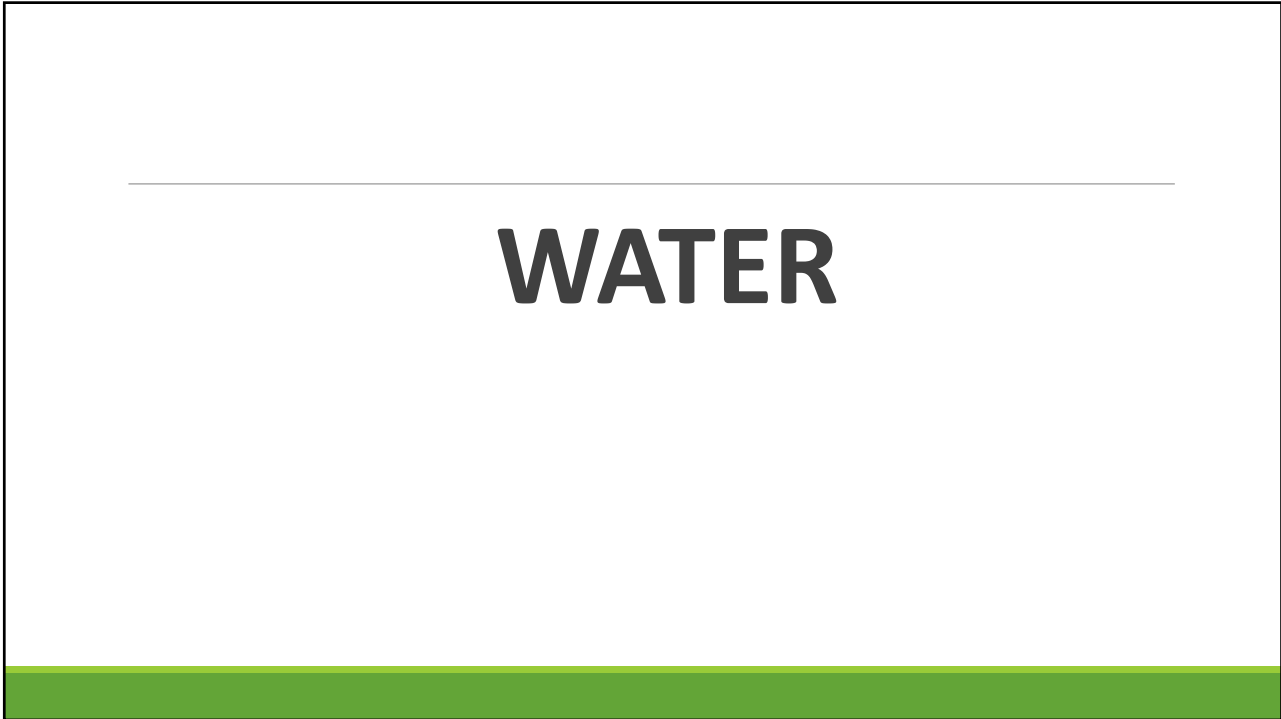
There has been a great deal of interest by those who wish to receive County water service. We believe it may be beneficial for everyone to understand how the water system was originally developed and how decisions are made to continue to develop the system and increase our customer base while allowing the system to operate effectively and cost efficiently.

**RECOMMENDED ACTION OR MOTION:**

Hear presentation



1



2

## Water Department History

---

Water Department is young by industry standards.

District 1 started in 1995

600+ miles lines

3 Wells

4 Storage Tanks

6033 Customers

Loans still being paid

3

## Water Department- Budget Status

---

The current budget status is good. The water system is generating enough revenue to fund itself, pay current loans and add to water reserves. However, system is beginning to require more maintenance due to wear/tear and age. Testing has doubled causing more pressure on current staff and more incurred expenses. Materials have increased by 22%, but we are maintaining.

Funding approved last year by the board and savings from the staff allowed the department to replace all original water meters with the new radio reads. It only takes two days to read meters now with 3 employees (60man-hrs). Previously, it took 5 employees a total of 3.5 days to read meters(175man-hrs).

The new meters allows our staff to perform more preventive maintenance on our system which means **CLEANER WATER** and less **REPAIR COSTS**.

4

## Who pays for the system

---

Our Water Department is an **enterprise**. It is self funding through our revenues from selling water. No County Tax money supports this system.

**Grants and loans-** Sometimes, we receive grants or loans to pay for infrastructure improvements. The grant committee seldom funds system expansion.

Recently, we applied for funding for Herring Road, Gov Moore and a new well. **None were funded due to low points compared to the other applicants. This was the second denial for funding these projects.**

5

## Current Projects

---

Description	Start Date	End Date	Status
Enviva Prod Well/Treatment	March 2018	June 2022	Underway
Johnston Co. Easy Street	Spring 2020	June 2020	Complete (Revenue 12K Month)
NC 403 Treatment System	Spring 2022	Spring 2023	Underway
JC Phase 2 (Oak Grove Ch)	Jan 2022	Sept 2022	Underway
King Road, South Eldridge	Jan 2022	Jan 2023	Underway
Howard, Carrol Store, Ernest Williams	Mar 2022	Mar 2023	Admin by DWI

6

## What do our neighbors charge-Tap fees

Municipality	¾ inch tap	1 inch tap	Comments
Sampson County	\$500	\$600	
Clinton	\$795 in/\$1590 out	\$975 in/\$1950 out	
Dunn	\$1500 in/\$2500 out	\$1800 in/\$3000 out	
Duplin	\$750	\$975	
Harnett	\$800 + \$2000 Dev Fee	\$1500 + \$2000 Dev Fee	
Johnston	\$1800	\$2750	
Our Cost materials 2022	\$875	\$987	Losing \$50K year
Propose	\$900	\$1000	

7

### Tap Fee Rate Increase Proposal

- Current tap fees be increased due to rising material costs.
  - ¾" Residential Tap fee increase from \$500 to \$900
  - 1" Tap fee increase from \$600 to \$1,000  
July<sup>st</sup> with new fee scale.
- 
- Currently takes about 12 month to absorb the lost revenue from our existing tap fees.
  - We are averaging 8 new customers per month
  - A new private shallow well with pump would cost customer a minimum of \$2500
  - A new private deep well starts at \$10,000
  - A tap fee of \$900/\$1000 is the cost for materials only to **break even**. The labor and equipment is not included.

8

## Tap Fees Cont'd

---

An increase in taps fees will occur July 1.

A ¾" tap will be \$900

A 1" tap will be \$1000

The current tap fee (\$500 or \$600) will be honored on any road under the current construction program

9

## System Requirements-Public Water Supply

---

**Water Production**-The local supply plan is looking ahead with projections for about 50 years. We were notified last month that we were producing **more** water than the plan allowed. We were required to justify why so much water was used.

**Justification**-Leaks and flushing. We advised PWS that we planned to install a minimum of 2 new wells to help with the supply plan. Also, we will be asking Clinton and Dunn to dedicate more water supply to us if needed.

**Water Storage**-We need more water tank storage by state requirements. We advised that 2 new tanks were being planned. Also, we will be asking Clinton and Dunn to dedicate more water storage from their tanks.

**Self Sufficient**- We need enough storage tanks and wells to be self sufficient. Water capacity is required by the public water supply section.

10

## Revenues/Customers-How are we doing?

Year	Revenues	% Increase prev YR	Customers	Notes
2018-2019	\$2,961,141		5839	
2019-2020	\$3,066,649	3.6%	5970	
2020-2021	\$3,241,743	5.7%	6090	JC Phase 1 startup
2021-Current (7 months)	\$1,933,273 (7 mo) \$3,314,182 (12 mo)	2.2% (Projected)	6247 (7 mo) 6272 (12 mo)	Used 5 new cust per month for rest of fiscal year

11

## Do we need more wells?

Municipality	Cost/1000 gallons	Comments
Autoryville	\$3.36	They buy from us/We buy from them (Swap)
Dunn	\$2.14	
Clinton	\$2.14	Above 5 million gallons - \$2.00
Turkey	\$2.50	Flat Rate of \$325
Roseboro	\$3.36	Flat Rate of \$400
Garland	\$4.00	Flat Rate of \$400
Newton Grove	NA	They buy from us
Harrells	NA	No Interconnection
Salemburg	NA	No Interconnection

12



## Do we need more overhead tanks?

---

The county needs more overhead tanks to meet the requirements of the Public Water Supply mandates. We will be installing a minimum of 2 overhead tanks that will meet our needs at this time.

Building our own tanks will eliminate the need to use dedicated storage from our neighbors. Selling as much water as possible is our goal and we need our own infrastructure.

New tanks and new wells require more piping infrastructure that will benefit the system by being self sufficient.

We currently are purchasing around \$400K of water from other systems that could be reduced with new wells.

13

## Identifying and prioritize projects- Methodology

---

1)Made list of roads after listening to **elected officials, residents (petitions) and reviewing immediate and long-range system improvements**

2)Identified **System Improvements** first that would support the system overall. Our system is still young. Growth requires infrastructure support such as storage tanks, wells and booster pumps

3)Identified **New Service** roads on list and counted homes on those roads. Used existing homes to calculate the maximum points for a system. The points calculated assumes 100% participation which historically is difficult to obtain.

4)**Prioritizing** began by using the **System Improvements first**, then **Point System next** as shown in the handout. We used the cost/benefit formula of Homes/miles to obtain the score. A score of 10 or more would indicate the road **may** qualify to be added.

5)We suggest to only market the roads that we know that funding is available. If the 10/mile is not met, then we move on to the next available road on the priority list.

14

## Why 10 customers/mile minimum

10 customers/mile keeps water moving and turned over.

The water will be fresh and requires minimal flushing.

Flushing water waste money, water and time.

Extensive flushing may require new wells to be installed along with new overhead water tanks.

10 customers/mile provides enough revenue to sustain system financially.

15

## Projects Reviewed

Purpose	Name Road	Homes	Score	Comments
System Imp	Tank/Booster (2)			Storage
System Imp	New Wells (2)			Reduce Costs
System Imp	S McCullen Rd	12	NA	Loop Backup
System Imp	Gov Moore	37	NA	Loop Backup
System Imp	NC 24		NA	Bypass Roseboro
New Service	Lakewood Sch Rd	98	See Below	
New Service	Bubba Gump	18	See Below	
New Service	NC 242	0	17.4 (Accum)	\$15K/Cust Invest
New Service	Serenity Lake	14	28	\$14K/Cust Invest

16

## Projects Reviewed

Purpose	Name Road	Homes	Score	Comments
System Imp	Tyn Bridge/Vander			Increase Pressure
New Service	Welcome School	25	25	\$10K/Customer
New Service	Elbow	15	21.4	\$13K/Customer
System Imp	Peavine			Loops System
System Imp	Hollerin			Loops System
New Service	Auctioneer	32	18.8	\$17K/Customer
New Service	Kenan Weeks	13	18.6	\$17K/Customer
New Service	Goshen Church	34	14.2	\$19K/Customer
New Service	Jernigan Loop	14	14.0	\$16K/Customer

17

## Projects Reviewed

Purpose	Name Road	Homes	Score	Comments
New Service	Elwell	10	12.5	\$18K/Customer
New Service	Andrews Chapel	22	4.8-See Below	
New Service	Old Mintz	120	15.4-See Below	
New Service	Claudes Drag	30	4.2-See Below	
New Service	Fleet Cooper	9	2.2 Accum (12.1)	\$33K/Customer
New Service	Herring Rd	49	8.6	
New Service	Kader Merrit	7	8.8	
New Service	Moon Johnson	20	33.3	
New Service	Bill Town	22	13.8 Accum (11.3)	\$29K/Cust-Booster pump needed also

18

## Projects Reviewed

Purpose	Name Road	Homes	Score	Comments
2 new wells, Booster Pump, Tank	Invanhoe Area			
New Service	Ivanhoe Rd, Gene Shaw, Eddie Jones, Jumping Run, Mckoy Loop, Barnhill, Wildcat, Hoover, Apl ine, Dr. Kerr, Trestle	193	11.3 Accumulative	\$48/Customer
New Service	12 Roads-Old Petitions		All Below 10	Did not qualify

19

## 5 Year Plan

Main Goal-Increase customer base/Revenue

2021- JC connection Phase 2 (Underway)

2022-26 2 New wells to serve JC area (Keener area)

2022-26 2 New Overhead Water Tanks w/Boosters

**System Improvement** on Tyndall Bridge, Vander Road, NC 24 (Roseboro Bypass), S. McCullen & Gov. Moore

**Market new lines** @NC 242, Lakewood School Rd, Bubba Gump and Serenity Lake.

20

## Plan for marketing

Public Information	Timeline	\$ Information	Comments
Social Media	60 days	\$500 tap Fee required	If 10/mile not met after 60 days then move on to next priority
Engineering firm		\$50 Inspection Fee	
		Customer responsible for installation from meter box to home (average \$800)	
		Monthly water bill average \$43 per home	

21

## Summary

Begin plans for new wells and infrastructure.

Finish current projects

Begin 2 new wells

Begin 2 new overhead tanks/Boosters

Market new line customers-Lakewood School, Bubba Gump and Serenity (Phase I)

Revisit after 60 days with updates on marketing progress and moving forward

### Proposed Needs-

1 Service Truck \$65K

Public Works Parking Lot Pave \$80K

22

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 2(a)

Meeting Date: March 7, 2022

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

---

**SUBJECT:** Planning Session Follow Up Items

**DEPARTMENT:** Various

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Edwin W. Causey, County Manager

**PURPOSE:** To consider actions as may be requested by the Board as a follow up to planning session discussions

**ATTACHMENTS:** None

**BACKGROUND:**

Often discussions at the planning session require review and subsequent follow-up actions as the Board may desire.

**RECOMMENDED ACTION OR MOTION:**

Consider actions as requested by Board members

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 2 (b)

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

---

**SUBJECT:** Economic Development - Recommendation for Use of ARPA Funding for GREAT Grant Applications for Broadband

**DEPARTMENT:** Economic Development

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Stephen Barrington, Director of Economic Development

**PURPOSE:** To consider approval of use of ARPA funding to support broadband grant funding applications

**ATTACHMENTS:** Memo; General Overview of GREAT Grant

**BACKGROUND:**

Previously in September 2021, the Board approval a general funding plan for our use of ARPA funding, including setting aside \$2,000,000 for broadband issues. It was agreed that any specific use of the funding would come back to Board. Regarding the use of the funds specifically allocated for broadband development, the Sampson County Economic Development Commission has recommended that \$800,000 of the ARPA funds be used to support GREAT Grant applications.

As you may recall from planning session presentations, the N.C. Department of Information Technology's Broadband Infrastructure Office, as authorized under S.L. 2018-5 and amended by S.L. 2019-230 and S.L. 2020-97, provides state-funded grants to private providers of broadband services to facilitate the deployment of broadband service to unserved areas of North Carolina. These state-funded grants are available to private broadband service providers and are designed to connect these areas with broadband as quickly as possible. Our willingness to use our ARPA funding to support provider applications will make those applications more competitive.

**RECOMMENDED ACTION OR MOTION:**

Motion to (1) allocate up to \$800,000 in federal ARP funding to support up to two GREAT Grant awards that will help the county expand its fiber footprint (up to \$400,000 would be allocated per award) and (2) authorize the County Manager to negotiate and sign pre-application and or post-award supporting documents, as necessary

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

**MEMORANDUM**

---

**TO:** Sampson County Board of Commissioners  
**FROM:** Sampson County Economic Development Commission  
**DATE:** March 7, 2022  
**RE:** GREAT Grant – Financial Support for Enhanced Broadband (Fiber)

---

Sampson County Economic Development Commission (EDC) staff is requesting the Board of Commissioners to...

- (1) Provide up to \$800,000 in federal ARP funding to support up to two GREAT Grant awards that will help the county expand its fiber footprint. Up to \$400,000 would be allocated per award.
- (2) Authorize the County Manager to negotiate and sign pre-application and or post-award supporting documents, as necessary.

Thank you for your consideration.

Respectfully submitted.



## **GREAT Grant (State)**

The N.C. Department of Information Technology's Broadband Infrastructure Office, as authorized under S.L. 2018-5 and amended by S.L. 2019-230 and S.L. 2020-97, provides state-funded grants to private providers of broadband services to facilitate the deployment of broadband service to unserved areas of North Carolina.

The Growing Rural Economies with Access to Technology (GREAT) Program funds the terrestrial deployment of broadband within unserved areas of economically distressed counties.

The grants help bring high-speed internet to thousands of North Carolinians, businesses, and farms in the most rural and remote areas of the state. These areas include both Tier 1 and Tier 2 counties as well as rural census tracts located in development Tier 3 areas that are currently served by less than 25 megabytes per second download and 3 megabytes per second upload speeds.

These state-funded grants are available to private broadband service providers and are designed to connect these areas with broadband as quickly as possible.

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 2 (c)

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

---

**SUBJECT:** Airport Items

**DEPARTMENT:** Legal/Administration

**PUBLIC HEARING:** No

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

**PURPOSE:** To consider actions on items related to airport development

**ATTACHMENTS:** Attorney Memoranda; AVCON Recommendation of Bid Award/Bid Tabulation; Draft Resolution Supporting Local Bill

**BACKGROUND:**

1. Award of Bid for Runway 24 Land Clearing Project Sampson County and the City of Clinton recently solicited bids for clearing obstructions in the Runway Protection Zone located at the end of Runway 24 at the Clinton-Sampson Airport. Five bids were received, and staff recommend the award of the land clearing contract to the lowest responsive, responsible bidder, Carolina Cleaning and Restoration, LLC, provided that the North Carolina Department of Transportation concurs. The approving resolution and contract will be provided at the meeting by the County Attorney.
2. Support for Local Bill Allowing Long-Term Leases The Airport Authority has discussed the potential for leasing private aircraft hangers to increase taxable property and business prospects for the Clinton-Sampson Airport. Currently, NC General Statutes provide that a lease for a term of more than 10 years must be treated as a sale of property and may be executed only by following the procedures authorized for the sale of real property in Article 12 of Chapter 160A of the North Carolina General Statutes. Our ability to enter longer term leases would require authorization by the General Assembly in the form of a local bill. The County Attorney has drafted the enclosed resolution requesting that the General Assembly adopt a local act allowing the County of Sampson and the City of Clinton to enter leases of real property at the Clinton-Sampson Airport for terms of up to 30 years. A similar resolution is expected to be considered by the Clinton City Council.

**RECOMMENDED ACTION OR MOTION:**

There are two recommended motions, as follows (next page):

1. Motion to adopt the approving resolution, approving the scope, awarding the bid and authorize execution of the contract documents
2. Motion to adopt the enclosed resolution supporting a local bill allowing long-term leases, contingent upon review by the County's legislative delegation

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

**MEMORANDUM**

---

**TO:** Susan J. Holder  
**FROM:** Joel Starling  
**DATE:** February 25, 2022  
**RE:** Runway 24 Land Clearing Project Award

---

Sampson County and the City of Clinton issued a notice to bidders for sealed bids for the clearing of obstructions in the Runway Protection Zone located at the end of Runway 24 at the Clinton-Sampson Airport. The bid opening was conducted on February 16, 2022. The County and City ultimately received five (5) bids. Carolina Cleaning and Restoration, LLC returned the apparent low bid in the amount of \$285,960.00. Staff recommend awarding the land clearing contract to the lowest responsive, responsible bidder, Carolina Cleaning and Restoration, LLC, provided that the North Carolina Department of Transportation, Division of Aviation concurs in the bid results. The project will be funded with state grant funds and does not require a local match.

Staff are still waiting on final Division of Aviation approval of the bid award, scoping, and contract documents and will provide an authorizing resolution and contract once those documents have been finalized by AVCON and the Division of Aviation.

Materials:

1. AVCON, Inc. Recommendation of Award and Bid Tabulation Analysis;
2. Approving Resolution and Contract (to be provided at a later date).



February 23, 2022

**Reference: WBS #36244.19.10.1**  
**Recommendation of Award**  
**Runway 24 Obstruction Removal**  
**Clinton – Sampson County Airport**  
**Clinton, North Carolina**

All:

The bid opening for the Runway 24 Obstruction Removal project occurred Wednesday, February 16<sup>th</sup>, 2022. We had five bidders and the bid results are attached in the certified bid tabulation.

Carolina Cleaning and Restoration is the apparent low bidder with a base bid of \$285,960.00. Spell Construction was the second low bidder with a base bid amount of \$327,460.00. Highland Paving was the third low bidder with a base bid amount of \$394,869.00. Sawyer’s Land Developing was the fourth low bidder with a base bid amount of \$405,142.00. Baxley Construction was the fifth low bidder with a base bid amount of \$527,580.00. The final Engineers Estimate, including all addendums, for the base bid was \$565,100.00

Based on our review, we believe the bid provided by Carolina Cleaning and Restoration is the lowest responsive bidder. They will be providing the 10% WBE/MBE goal required for the project and their subcontractors are NCDOT prequalified. We are recommending award of the construction contract for the Runway 24 Obstruction Removal project to Carolina Cleaning and Restoration in the amount of \$285,960.00. The base bid is within the current funding available from the grant #36244.19.10.1 setup for this project.

We would like to get NCDOA concurrence on the bid results. In the meantime, we will be working with the contractor to get the contracts executed on their end and working with the County/City to get the contracts on their board meeting agenda. Please let me know if you have any questions or concerns.

Sincerely,

Caleb Williams. EI

Project Engineer, AVCON Inc.

**BID TABULATION ANALYSIS**

CLINTON-SAMPSON COUNTY AIRPORT  
 RUNWAY 24 OBSTRUCTION REMOVAL PROJECT  
 NCDOA PROJECT NO: 36244.19.10.1

*Calvin Wilkin*

AVCON, INC.  
 DATE PREPARED: 2-16-22  
 PREPARED BY: JCW  
 AVCON PROJECT NO. 2019.0290.03

BID TABULATION SUMMARY		
BIDDER	BASE BID	
CAROLINA CLEANING AND RESTORATION	\$285,960.00	
SPELL CONSTRUCTION	\$327,460.00	
HIGHLAND PAVING	\$394,869.00	
SAWYER'S LAND DEVELOPING	\$405,142.00	
BAXLEY CONSTRUCTION	\$527,580.00	

BID TABULATION ERRORS		
BIDDER	ERRORS	
CAROLINA CLEANING AND RESTORATION	NONE	
SPELL CONSTRUCTION	NONE	
HIGHLAND PAVING	INACCURATE WRITTEN DESCRIPTION AND UNIT PRICE FOR THE "S-102 SAFETY AND SECURITY"	
SAWYER'S LAND DEVELOPING	NONE	
BAXLEY CONSTRUCTION	NO WRITTEN DESCRIPTIONS AND UNIT PRICES ARE COMPLETED IN THE BID PROPOSAL	

BID REQUIREMENT CHECKLIST	BIDDER				
	CAROLINA CLEANING AND RESTORATION	SPELL CONSTRUCTION	HIGHLAND PAVING	SAWYER'S LAND DEVELOPING	BAXLEY CONSTRUCTION
1. BID FORM	YES	INCOMPLETE	YES	YES	YES
2. BASE BID PROPOSAL	YES	YES	YES	YES	INCOMPLETE
3. BID BOND	YES	YES	YES	YES	YES
4. FORM OF NONCOLLUSION AFFIDAVIT	YES	YES	YES	YES	YES
5. EQUAL OPPORTUNITY REPORT STATEMENT	YES	YES	YES	YES	YES
6. CERTIFICATION OF NONSEGREGATED FACILITIES	YES	YES	YES	YES	YES
7. PERFORMANCE OF WORK BY SUBCONTRACTORS	YES	YES	YES	YES	YES
8. CERTIFICATION REGARDING FAIR TRADE	YES	YES	YES	YES	YES
9. BUY AMERICAN CERTIFICATE	YES	YES	YES	YES	YES
10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION	YES	YES	YES	YES	YES
11. BIDDER QUALIFICATION QUESTIONNAIRE	YES	YES	NO	YES	YES
12. BID SECURITY	YES	YES	YES	YES	YES
13. AV-508 DBE/MBE/WBE GOAL NOTIFICATION AND CERTIFICATION	YES	NO	YES	YES	YES
14. AV-509/AV-510 DBE/MBE/WBE/HUB VENDOR COMMITMENTS	YES	NO	YES	YES	YES

ADDITIONAL BID DOCUMENTS COMMENTS	
BIDDER	COMMENTS
CAROLINA CLEANING AND RESTORATION	NONE
SPELL CONSTRUCTION	NONE
HIGHLAND PAVING	NONE
SAWYER'S LAND DEVELOPING	SUBCONTRACTOR "ON-THE-LEVEL SURVEYING" NOT FOUND IN NC DOT PREQUALIFIED DATABASE. SUBCONTRACTOR "SHAVENDERIS" IS NOT PREQUALIFIED FOR CLEARING TREES.
BAXLEY CONSTRUCTION	SUBCONTRACTOR "EROSION SUPPLY" IS NOT PRE-QUALIFIED

**BID TABULATION ANALYSIS**

CLINTON-SAMPSON COUNTY AIRPORT  
 RUNWAY 24 OBSTRUCTION REMOVAL PROJECT  
 NCDOA PROJECT NO. 36244.19.10.1

*Colt Wilkin*

AVCON, INC.

DATE PREPARED: 2-16-22  
 PREPARED BY: JCW  
 AVCON PROJECT NO. 2019.0290.03

ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	BIDDERS										
					CAROLINA CLEANING AND RESTORATION		SPELL CONSTRUCTION		HIGHLAND PAVING		SAWYERS LAND DEVELOPING		BAXLEY CONSTRUCTION		
					UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	
1	S-102	SAFETY AND SECURITY		LS	1	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$8,620.00	\$8,620.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
2	S-104	PROJECT SURVEY AND STAKEOUT		LS	1	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00	\$14,250.00	\$14,250.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
3	C-102	TEMPORARY SILT FENCE	9000	LF		\$5.00	\$45,000.00	\$5.00	\$45,000.00	\$3.50	\$31,500.00	\$4.25	\$38,250.00	\$3.00	\$27,000.00
4	C-102	CONSTRUCTION ENTRANCE	3	EA		\$3,000.00	\$9,000.00	\$2,000.00	\$6,000.00	\$5,000.00	\$15,000.00	\$2,500.00	\$7,500.00	\$1,000.00	\$3,000.00
5	C-102	TEMPORARY DIVERSION DITCH	580	LF		\$12.00	\$6,960.00	\$6.50	\$5,510.00	\$3.00	\$2,900.00	\$6.00	\$3,480.00	\$1.00	\$580.00
6	C-102	TIMBER MATTING (18"x4"x8")	34	EA		\$200.00	\$6,800.00	\$550.00	\$18,700.00	\$1,250.00	\$42,500.00	\$1,000.00	\$34,000.00	\$250.00	\$8,500.00
7	C-105	MOBILIZATION	1	LS		\$15,250.00	\$15,250.00	\$10,000.00	\$10,000.00	\$31,124.00	\$31,124.00	\$40,500.00	\$40,500.00	\$50,000.00	\$50,000.00
8	P-151	CLEARING AND GRUBBING	15	AC		\$7,450.00	\$111,750.00	\$10,000.00	\$150,000.00	\$7,500.00	\$112,500.00	\$9,000.00	\$135,000.00	\$21,000.00	\$315,000.00
9	P-151	CLEARING - STUMP IN PLACE	5	AC		\$8,500.00	\$42,500.00	\$10,200.00	\$51,000.00	\$13,750.00	\$68,750.00	\$11,200.00	\$56,000.00	\$18,000.00	\$90,000.00
10	T-901	SEEDING	21	AC		\$1,200.00	\$25,200.00	\$900.00	\$18,900.00	\$1,975.00	\$41,475.00	\$2,072.00	\$43,512.00	\$500.00	\$10,500.00
11	T-909	MULCHING	21	AC		\$1,000.00	\$21,000.00	\$350.00	\$7,350.00	\$1,250.00	\$26,250.00	\$1,400.00	\$29,400.00	\$500.00	\$10,500.00
TOTAL BASE BID :						\$285,960.00		\$127,460.00		\$394,869.00		\$405,142.00		\$527,590.00	

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMPSON COUNTY  
REQUESTING THAT THE NORTH CAROLINA GENERAL ASSEMBLY ADOPT  
A LOCAL ACT TO ALLOW THE COUNTY OF SAMPSON AND THE CITY OF  
CLINTON TO ENTER INTO LONGER-TERM LEASES**

**WHEREAS**, N.C. Gen. Stat. § 160A-272, which is made applicable to counties via N.C. Gen. Stat. § 153A-176, provides that a lease for a term of more than 10 years must be treated as a sale of property and may be executed only by following the procedures authorized for the sale of real property in Article 12 of Chapter 160A of the North Carolina General Statutes; and

**WHEREAS**, N.C. Gen. Stat. § 63-53, which is made applicable to counties via N.C. Gen. Stat. § 63-57, provides that counties may lease real property acquired or set apart for airport purposes to private parties without placing a limitation on the duration of any such lease, provided that in each case the public is not deprived of its rightful, equal, and uniform use thereof; and

**WHEREAS**, the Sampson County Board of Commissioners finds that it is in the public interest of the citizens of Sampson County and will lead to an increase in the taxable property and business prospects of Sampson County if Sampson County and the City of Clinton are allowed to lease property located at the Clinton-Sampson Airport to private parties for purposes other than those authorized by N.C. Gen. Stat. § 63-53, including for use as private aircraft hangars, for terms of greater than 10 years without complying with the procedures authorized for the sale of real property; and

**WHEREAS**, the Board of Commissioners of Sampson County find that the North Carolina General Assembly has the authority to authorize the County of Sampson and the City of Clinton to enter into leases of real property at the Clinton-Sampson Airport for terms of up to 30 years, notwithstanding the provisions of Article 12 of Chapter 160A of the North Carolina General Statutes;

**NOW, THEREFORE, BE IT RESOLVED** that the Sampson County Board of Commissioners respectfully requests that the North Carolina General Assembly adopt a local act allowing the County of Sampson and the City of Clinton to enter into leases of real property at the Clinton-Sampson Airport for terms of up to 30 years.

Adopted by the Sampson County Board of Commissioners the 7th day of March, 2022.

---

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

ATTEST:

---

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



---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

**ITEM ABSTRACT**

ITEM NO. 3 (d)

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

---

SUBJECT: Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Jerol Kivett

PURPOSE: To consider appointments to various boards and commissions

Library Board of Trustees

The Library Director has requested the appointment of a new Library Board of Trustees member to replace Ms. Linda Jewell-Carr as she has moved out of the area, and her term officially expired in December 2021.

Sampson County Health Department Advisory Board

Dr. Elizabeth Bryan completed her third consecutive term in December. To fill the physician's slot on the Board, the Health Department has recommended the appointment of Dr. Shane Sundlie, a local physician employed by the Clinton Medical Clinic. Her appointment will be for a three-year term based on the requirements of §GS-130A-35.

# Memo

To: Sampson County Board of Commissioners  
From: Kelsey Edwards, Library Director  
CC: Ed Causey, County Manager & Susan Holder, Assistant County Manager  
Date: Monday, February 21, 2022  
Re: Appointment of New Library Board Member to fill Vacancy

---

I request the Board of Commissioners appoint a new Library Board member to replace Ms. Linda Jewell-Carr as she has moved out of the area, and her term officially expired in December 2021. I have not had the pleasure to meet her myself, but I thank her for her previous service to the library and the residents of Sampson County. At this time, I do not have any suggestions for a new appointee. However, please note that our current board structure is as follows: seven members have a Clinton address and one member has a Newton Grove address. I appreciate your assistance with this.

Thank you.

# SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson  
Health Director



360 County Complex Rd., Suite 200  
Clinton, NC 28328

To: Edward Causey  
From: Wanda Robinson  
Subject: SCHD Advisory Board Appointment  
Date: February 23, 2022

The Sampson County Health Department Advisory Board recommends the appointment of the board member listed below:

Dr. Shane Sundlie, a local physician employed by the Clinton Medical Clinic. Her appointment will be for a three-year term based on the requirements of §GS-130A-35.

Thanks for your assistance in this matter

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO.    3

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

---

**SUBJECT:** Consent Agenda

**DEPARTMENT:** Administration/Multiple Departments

**ITEM DESCRIPTIONS/ATTACHMENTS:**

- a. Approve the minutes of the February 7, 2021 meeting
- b. Approve changes in employee insurance benefits regarding termination of benefits and new hire waiting periods as requested by Human Resources
- c. Authorize execution of the EMS Clinical Internship Agreement between Sampson County and Central Carolina Community College
- d. Approve the amendment to contract to audit accounts between Sampson County and Wade Green, PLLC
- e. Authorize execution of the Interlocal Agreement with the Town of Newton Grove for Tax Collection
- f. Adopt capital project ordinances related to SCIF funding projects (SCIF Grants 20562, 20565, 20566)
- g. Authorize execution of Amendment No 1 to the State Centric COVID-19 Non-Congregate Sheltering Agreement
- h. Approve tax refunds and releases as submitted
- i. Approve budget amendments as submitted

**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, February 7, 2022 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairperson Sue Lee, Vice Chairman Jerol Kivett, and Commissioners Thaddeus Godwin, Lethia Lee, and Clark Wooten.

Chairperson Sue Lee called the meeting to order and acknowledged Vice Chairperson Kivett who provided the invocation and led the pledge of allegiance.

### **Approval of Agenda**

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

Tabled Item 1 (a): Overview of Services - Mt. Calvary Center for Leadership Development (presenter could not be in attendance)

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

Approval of Revised Preliminary Plan - Murray Farms (Phillips Road) Chairperson Lee called upon Senior Planner Austin Brinkley who reviewed the request for approval of the revised final preliminary plan for Murray Farms, which proposes 26 single-family lots being created. The revised preliminary plan for Murray Farms was reviewed by the Sampson County Planning Board at their January 10, 2022 meeting. The key change in the revision in comparison to the original preliminary plan, which was approved by the Board of Commissioners at the May 3, 2021 meeting, is that the subdivision is now proposing 2 off-site septic lots. Upon a motion by Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the revised preliminary plan given its compliance with the Sampson County Subdivision Ordinance.

### **Item 2: Action Items**

Presentation and Approval of the Audit for Fiscal Year Ending June 30, 2021  
Chairperson Lee called upon Finance Officer David Clack who acknowledged Wade Green of W. Green, PLLC. Mr. Green presented the Board with the audit for fiscal year ending June 30, 2021. Mr. Green stated that the audit had been submitted to and approved by the Local Government Commission. Upon a motion by Vice Chairman Kivett and a second by Commissioner Godwin, the Board voted unanimously to accept and approve the audit.

Public Hearing - Economic Development Budget Adjustments Chairperson Lee opened the Public Hearing and recognized Finance Officer David Clack who reviewed a budget amendment enacting changes in Economic Development budget items. The public notice for the hearing invited the public to submit written comments as well as appear in person. Clerk to the Board Susan Holder stated that there had been no written comments received and that there were no individuals present who wished to speak on this matter. Chairperson Lee closed the

public hearing and made a motion to approve the budget amendment. Upon a second by Commissioner Godwin, the Board voted unanimously to approve the budget amendment as follows:

<b><u>EXPENDITURE</u></b>		Economic Development Commission		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11449200	544000	Contracted Services	\$24,314.	
<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034920	403608	Misc Revenue (2021 Job Fair)	\$ 2,100.	
11034920	403602	Demolition Grant Funds	\$ 22,114.	

Tax Administration – Annual Statutory Activities Related to Tax Collection Chairperson Lee called upon Tax Administrator Jim Johnson to complete annual statutory activities related to tax collection.

Report of Unpaid Taxes Which Are Liens on Real Property Mr. Johnson reported that the amount of unpaid taxes for last year which are liens on real property amounted to \$3,210,242.73. These delinquent taxes must be advertised at least once between March 1 and June 30. Mr. Johnson recommended an advertisement date of April 13, 2022 with a deadline for payment being April 6, 2022. Upon a motion by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted unanimously to authorize advertisement of unpaid taxes which are liens on real property as recommended by the Tax Administrator.

Scheduling of 2022 Board of Equalization and Review Hearings In accordance with GS 105-322, the first meeting of the Board of Equalization and Review shall not be held earlier than the first Monday in April and not later than the first Monday in May. The meeting dates must be published at least three times and include the date on which the Board expects to adjourn. Mr. Johnson has recommended the Board convene on April 21, 2022, with appointment times between 1-6 pm. Upon a motion by Chairperson Lee and seconded by Vice Chairman Kivett, the Board voted unanimously to convene the Sampson County Board of Equalization and Review on April 21, 2022.

Clinton City Schools – Approval to Pursue Guaranteed Energy Savings Chairperson Lee called upon John Lowe, CCS Director of Technology and Auxiliary Services who discussed a proposed Guaranteed Energy Savings Contract pursuant to G.S. 143-64.171. The project will involve LED lighting retrofits/replacements across City School facilities with the generated savings helping Clinton City Schools replace the end of life 24-year-old chiller at Sampson Middle School. Upon a motion by Commissioner Godwin and seconded by Commissioner Lethia Lee, the Board voted unanimously to adopt a resolution regarding the energy savings project required by state legislation. (Resolution filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

Clinton City Schools – Authorization to Submit Requests for Needs Based Public School Capital Fund The recently adopted State budget now allows renovation and repair requests for funding from the Needs Based Public School Capital Fund. Mr. Lowe explained that Clinton City Schools would like to submit requests for funding from the NBPSCF for the many roofing

needs across their facilities, and that County approval is required. Upon a motion by Chairperson Lee and seconded by Vice Chairman Kivett, the Board voted unanimously to authorize submission of the funding applications. (Copies filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

Water Infrastructure Engineering Contract – Authorization of County Manager to Negotiate with Most Qualified RFQ Respondent Chairperson Lee called upon Public Works Director Lin Reynolds who explained that on December 20, 2021, an RFQ was issued with submittal deadline of January 21, 2022 for Engineering Services Contract for the Sampson County Water Infrastructure Projects. The County received three responses to the RFQ by the submittal date of January 21, 2022. Per County policy, there was an initial review for conformity with the RFQ of the proposals received. Afterwards the Technical Review Committee (TRC) evaluated and scored the responses and met to discuss the results. The TRC determined based on responses to the RFQ that interviews were not necessary and determined the best qualified firm to be Dewberry and the next best qualified firm to be Vaughn & Melton Consulting Engineers. There were no questions for Mr. Reynolds regarding this matter. Upon a motion by Vice Chairman Kivett and seconded by Commissioner Godwin, the Board voted unanimously to adopt a resolution finding Dewberry to be the most qualified RFQ respondent based on the criteria included in the RFQ and authorize the County Manager to negotiate and execute a contract with them as the most qualified RFQ respondent at a fair and reasonable price, and if a contract cannot be negotiated with them as best qualified firm, terminate negotiations with that firm and initiate negotiations with the next best qualified firm. (Resolution filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

**Item 3: Consent Agenda**

Upon a motion made by Vice Chairman Kivett and a second by Chairperson Lee, the Board voted unanimously to approve the Consent Agenda as follows:

- a. Approved the minutes of the January 3, 2022 meeting
- b. Authorized the acceptance of certain donated surplus military property on behalf of the Sampson County Sheriff's Office (list maintained in Finance Office)
- c. Declare as surplus certain Sheriff's Department weapons and authorize trade for credit to purchase new weapon (list maintain in Finance Office)
- d. Authorized Sampson County Public Works to reject all bids received and previously awarded to Core & Main, LP on December 6, 2021 for pipe/supplies, due to escalating material cost and lack of delivery date
- e. Authorized execution of North Carolina Statewide Emergency Management Mutual Aid Assistance Agreement (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- f. Authorized execution of contract between Sampson County (Department of Social Services) and Allies4Outcomes, LLC (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

g. Authorized execution of lease of 8.86 tract for agricultural purposes to Kenneth Mac Sutton (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

h. Approved the tax refunds and releases as submitted

#9810	William Henry Jones Jr.	\$414.00
#9818	Donnie Bradsher Jr.	\$372.78
#9813	Joseph Robert Hudson	\$103.42
#9799	Clinton Truck & Tractor	\$483.25
#9802	Christine Carter Matthews	\$149.09
#9794	Sherri Jackson Bostic	\$148.15
#9786	Jerry Patrick	\$162.07
#9797	O.B. Tew	\$378.82
Tax Release	Marshall & Joan Lee	\$1097.26

i. Approved budget amendments as submitted

<b><u>EXPENDITURE</u></b>			
<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243200	558200 Sheriff's Office CO Building Improvements	\$25,000.	
<b><u>REVENUE</u></b>			
<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310	402603 Federal Assets Revenue	\$25,000.	
<b><u>EXPENDITURE</u></b>			
<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141700	581000 Board of Elections Transfer to State Agency	\$2,300.	
<b><u>REVENUE</u></b>			
<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999	409909 Fund Balance Appropriated	\$2,300.	
<b><u>EXPENDITURE</u></b>			
<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243800	526200 Animal Shelter Departmental Supplies	\$1,781.	
<b><u>REVENUE</u></b>			
<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034380	408401 Donations	\$1,781.	
<b><u>EXPENDITURE</u></b>			
<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
4449570	526200 Cooperative Extension Departmental Supplies	\$300.	
<b><u>REVENUE</u></b>			
<u>Code Number</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
4034957	404012 Cooperative Extension Seminars	\$300.	



<b><u>EXPENDITURE</u></b>		Aging		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
2558800	526200	Nutrition – Department Supplies	\$200.	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
2035880	408401	Nutrition - Donations	\$200.	

<b><u>EXPENDITURE</u></b>		Health Department – AA-716 COVID Vaccination Program		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551230	512100	Salaries	\$113,224.	
12551230	518100	FICA	\$7,021.	
12551230	518120	Medicare FICA	\$1643.	
12551230	518200	Retirement	\$8,561.	
12551230	518300	Group Insurance	\$16,229.	
12551230	518400	Dental Insurance	\$588.	
12551230	518901	401K	\$8,455.	
12551230	526200	Department Supplies	\$4,163.	
12551230	523100	Medical Supplies	\$2,730.	
12551230	53700	Advertising	\$3,114.	
12551230	532100	Telephone & Postage	\$3,570.	
12551230	543000	Rental Equipment	\$1,260.	
12551230	544000	Contract Services	\$128,577.	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535124	404000	State Assistance	\$299,135.	

<b><u>EXPENDITURE</u></b>		Health Department – RHG Additional Funding		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551150	512100	Salaries	\$23,588.	
12551150	518100	FICA	\$1,401.	
12551150	518120	Medicare FICA	\$328.	
12551150	518200	Retirement	\$1,699.	
12551150	518300	Group Insurance	\$3,238.	
12551150	518400	Dental Insurance	\$118.	
12551150	518901	401K	\$1,687.	
12551150	526200	Department Supplies	\$5,000.	
12551150	523100	Medical Supplies	\$20,741.	
12551150	529702	Lab Services	\$2,000.	
12551150	544000	Contract Services	\$3,000.	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535115	404000	State Assistance	\$62,800.	

<u>EXPENDITURE</u>		Social Services		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13554810	568414	LIEAP	\$396,243.	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535480	403314	LIEAP	\$396,243.	

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

The Board received the following items as information only:

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

**Item 6: County Manager’s Report**

County Manager Causey informed the Board that there is a lot of work going on behind the scenes regarding the ARP and State Allocated Funds. He stated the importance of understanding the requirements of using these funds and showing restraint in spending what is available to the County. Mr. Causey then thanked the Board for their direction.

**Item 7: Public Comment Period**

No public comment was received, and none had been received by the Clerk prior to the meeting.

**Recess to Reconvene**


Upon a motion by Chairperson Lee and a second by Vice Chairman Kivett, the Board voted unanimously to recess to reconvene on February 17, 2022 at the Sampson County Expo Center (Heritage Hall) for the Annual Planning Session.

\_\_\_\_\_  
Sue Lee, Chairperson

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

NORTH CAROLINA'S  
**SAMPSON COUNTY**  
HUMAN RESOURCES DEPARTMENT  
*Nancy Dillman, Director*

MEMORANDUM

TO: Board of Commissioners  
FROM: Nancy Dillman, Human Resources Director   
DATE: February 18, 2022  
SUBJECT: Employee Insurance

With the transition in our payroll system to paying employees after time worked, we are requesting to align our insurance benefits with our supplemental benefits. Employee insurance will terminate on the last day of the month of employment with Sampson County. Likewise, the waiting period for new hires will be reduced from 60 days to 45 days, and the waiting period for previous employees re-hired within 90 days will be waived to meet NC Department of Insurance compliance guidelines.

Your approval of these changes assures that we are best meeting the needs of our employees and limiting the liability exposure for the County. These changes will become effective immediately upon approval.

## EMS CLINICAL INTERNSHIP AGREEMENT

**THIS EMS CLINICAL INTERNSHIP AGREEMENT** (“Agreement”) is made and entered into effective the 6th day of January, 2022 by and between **SAMPSON COUNTY** (the “County”) and **CENTRAL CAROLINA COMMUNITY COLLEGE** (the “College”). The County and the College may be referred to individually as a “Party” and collectively as the “Parties.”

### RECITALS

A. The County is a body corporate and politic and a political subdivision of the State of North Carolina pursuant to Chapter 153A of the North Carolina General Statutes.

B. The College is a community college operating and existing under the provisions of Chapter 115D of the North Carolina General Statutes.

C. The County, through its Emergency Services Department, operates Sampson County Emergency Medical Services (“Sampson County EMS”) pursuant to Chapter 131E of the North Carolina General Statutes and Title 10A, Chapter 13, Subchapter P of the North Carolina Administrative Code.

D. The College currently acts as an EMS Educational Institution that is credentialed by and subject to the oversight of the North Carolina Office of Emergency Medical Services (“OEMS”) under Title 10A, Chapter 13, Subchapter P of the North Carolina Administrative Code.

E. The College requires students enrolled in its approved Emergency Medical Services Program (“EMS Program”) to complete a designated number clinical hours with an approved Emergency Medical Services Provider (the “Clinical Work”).

F. The County has agreed to allow students in the College’s EMS Program to complete their required Clinical Work under the supervision of Sampson County EMS, subject to the terms and conditions of this Agreement.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and covenants of the Parties, as more particularly set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do incorporate the above Recitals and agree as follows:

1. Effective Date, Term and Termination. This Agreement shall become effective as of the date first written above and shall continue in effect until terminated as provided herein or after three (3) years, whichever occurs first. Either Party may terminate this Agreement at any time and for any reason by providing the other Party with thirty (30) days prior written notice by giving notice of said termination in the manner set forth in paragraph 15 of this Agreement. This

termination notice period shall commence upon receipt of the notice of termination by the non-terminating Party.

2. Insurance. The College shall maintain policies of general liability insurance, professional liability insurance, and any other insurance necessary to insure the College and its officers, employees, independent contractors, faculty, instructors, and students from and against any claim(s) arising out of the Clinical Work, including, but not limited to, claims for personal injury or death. Such insurance shall include, but not be limited to, a “tail” coverage endorsement that is effective notwithstanding the termination or expiration of this Agreement. Insurance shall be through a licensed carrier acceptable to the County, and in a minimum amount of one million dollars (\$1,000,000) per claim, and three million dollars (\$3,000,000) annual aggregate unless a lesser amount is accepted by the County. The College will provide the County with at least thirty (30) days prior written notice of cancellation, non-renewal, lapse, or adverse material modification of such coverage. Upon the County’s request, the College will furnish the County with evidence of insurance which lists the County as an additional insured as it relates to general liability.

3. Indemnification by the College. To the fullest extent permitted by the North Carolina Tort Claims Act, the College shall indemnify and hold harmless (and at the request of the County defend) the County and its elected officials, officers, agents, and employees from and against any and all claims for any loss, damages, liability, costs, or expenses (including reasonable attorney’s fees), judgments or obligations, whether direct, indirect, or consequential, arising out of or resulting from the performance of this Agreement or the actions of the College, its officials, employees, agents, independent contractors, and/or students under this Agreement. This indemnification shall survive the termination of this Agreement.

4. Indemnification by the County. To the fullest extent permitted by the North Carolina Constitution and other relevant law, the County shall indemnify and hold harmless (and at the request of the College defend) the College and its officials, agents, and employees from and against any and all claims for any loss, damages, liability, costs, or expenses (including reasonable attorney’s fees), judgments or obligations, whether direct, indirect, or consequential, arising out of or resulting from the performance of this Agreement or the actions of the County, its officials, employees, and agents under this Agreement. This indemnification shall survive the termination of this Agreement.

5. Credentialing and Licensing. The College, on behalf of itself and its employees, agents, and independent contractors, represents, warrants, and agrees that all of the foregoing are currently, and for the duration of this Agreement shall remain, in compliance with all applicable credentialing and licensing laws and regulations, including but not limited to those licensing and credentialing requirements imposed by OEMS, and that the College and its employees, agents, and independent contractors will perform their duties in accordance with all licensing and regulatory requirements, as well as applicable national, state, and local standards of professional ethics and practice.

6. Notice of Certain Events. The College shall give written notice to the County within ten (10) days of any change in the status of a license or credential of the College or one of

its employees, agents, independent contractors, or students who is affiliated with the College's EMS Program or otherwise involved in the Clinical Work contemplated by this Agreement.

7. Funding. The County is not required to appropriate any specific level of funding in connection with this Agreement. Notwithstanding the provisions of paragraph 1 hereof, this Agreement shall automatically terminate in the event that, in the judgment of the County, sufficient funds are no longer available to carry out the Clinical Work described herein.

8. Confidential Patient Records. The College and its employees, agents, independent contractors, and students shall maintain the confidentiality of the medical records and individually identifiable information and other health records maintained by Sampson County EMS, as required by law.

9. Nondiscrimination. Both Parties hereby agree that, in their respective educational and/or employment practices, neither will discriminate against any person because of race, color, religion, sex, national origin, age, creed, or disability. Further, the College represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Agreement will be carried out in strict compliance with all Federal, State, and local laws regarding discrimination in employment.

10. Further Obligations of the College. In addition to those other obligations set forth herein, the College and its officials, employees, agents, and independent contractors shall:

a. Confer with the County to determine the maximum number of students who may participate in the Clinical Work, provided, however, that the County shall ultimately make the final determination as to how many students it can accommodate at any given time;

b. Advise the County as to any changes in supervision and instructional personnel, changes in relevant policies, changes in student enrollment, and changes in the availability of resources related to the Clinical Work;

c. Advise students of their responsibility to provide their own standard safety equipment, including, but not necessarily limited to, a standard uniform and an approved N95 (or higher) HEPA mask;

d. Present students for Clinical Work who have adequate preclinical instruction and who, in the discretion of the faculty of the College, have adequately fulfilled the preclinical requirements of the curriculum that meets or exceeds the requirements for said level in accordance with OEMS standards and requirements;

e. Require each student assigned to Sampson County EMS to comply with the policies, procedures, and rules of the County, as the same may be from time to time amended, including, but not limited to, criminal background checks, drug screens, infection control policies (to include verification of HBV, MMR, Varicella, and Tuberculosis status

as required by the Center for Disease Control), confidentiality policies (including HIPPA) regarding the records of those patients served by the County, and the Bloodborne Pathogen/Exposure policies in effect. Failure of a student to pass a background check or drug screening or comply with any of the County's policies in effect at the time shall be grounds for barring the student from participating in the Clinical Work.

f. Ensure that students meet with a designated Sampson County EMS employee prior to the commencement of the Clinical Work in order to coordinate the student's schedule;

g. Provide a faculty member, who will plan, in conjunction with Sampson County EMS employees, the clinical experiences and patient care assignments which will fulfill the clinical requirements of the College's curriculum; and meet with Sampson County EMS employees, when necessary, to discuss the quality of the clinical experiences and any problems which may have arisen in the provision of those experiences;

h. Retain responsibility for the education of the students in and for the curriculum of the Clinical Work, specifically, and the EMS Program, more generally, including its design, delivery, and quality; and

i. Maintain all educational records and reports relating to its students.

11. Further Obligations of the County. In addition to those other obligations set forth herein, the County shall:

a. Advise the College as to any changes in supervision and instructional personnel, changes in relevant policies, changes in student enrollment, and changes in the availability of resources related to the Clinical Work;

b. Communicate to the College when a student has been relieved from a specific assignment or been withdrawn from the clinical program altogether, it being understood and acknowledged by the Parties that the County shall maintain sole discretion as to when student safety, student misconduct, and/or the quality of patient care require that a student either be relieved of an assignment or withdrawn from the clinical program;

c. Provide supervised clinical experiences for students which fulfill the curriculum requirements related to the Clinical Work and meet the objectives agreed upon by the College and the County;

d. Provide the College's participating students and faculty with an orientation to Sampson County EMS, which will include training on the Health Insurance Portability and Accountability Act of 1996 (HIPPA), particularly as it relates to the County's confidentiality requirements;

e. Provide students with instruction regarding blood-borne pathogens reporting, and how, when and why to report incidents;

f. Provide Sampson County EMS employees who will assist the College's coordinating faculty members with the planning of clinical experiences and patient care assignments and meet with the College's coordination faculty members to discuss the quality of the clinical experiences and any problems which may have arisen in the provision of those experiences;

g. Plan, administer, and retain responsibility for all aspects of the patient care program and provide for qualified supervision of all patient care activities;

h. Allow College faculty members access to Sampson County EMS facilities for the purpose of coordinating, observing, and instruction of students engaged in Clinical Work;

i. Provide, on forms furnished by the College or as otherwise approved by the College, an evaluation and report on the performance of each student participating on a full-time basis in the clinical program.

12. Assignment and Subcontracting. Neither Party shall assign its interest in this Agreement or subcontract with a third party for the performance of its obligations hereunder without the prior written consent of the other Party to this Agreement.

13. Relationship of the Parties. Nothing herein shall be construed as creating a partnership or joint venture, nor shall any employee of any Party be construed as an employee, agent, or principal of any other Party to this Agreement. Each Party shall maintain control over its own personnel, and any employment rights of personnel assigned under this Agreement shall not be abridged by the Party employing said personnel. Each Party agrees to assume liability for its own acts or omissions, including the acts or omissions of its employees or agents, during the term of this Agreement. It is expressly understood and agreed by the Parties that students assigned to Clinical Work by the College are not employees of the County and shall have no rights to any employee benefits or insurance coverage by reason of their participation in the Clinical Work, including, but not limited to, salary, wages, FICA, medial insurance coverage, retirement benefits, workers compensation coverage, or disability insurance. It shall be the responsibility of the College to ensure that the foregoing is adequately communicated to its students prior to their participation in Clinical Work.

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



15. Notices. All notices which may be required by this Agreement will be effective when received by certified mail sent to the following addresses (or such other addresses as the Parties may later designate in writing):

If to the County: Sampson County Emergency Services Department  
Attn: Director  
107 Underwood St.  
Clinton, NC 28328

If to the College: Central Carolina Community College  
Attn: Contract Administrator  
1105 Kelly Drive  
Sanford, NC 27330

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

17. Amendments and Modifications. This Agreement may be modified or amended by mutual consent of the Parties so long as the modification or amendment is executed in the same fashion as this Agreement.

18. Additional Policies and Procedures. Notwithstanding paragraph 16 of this Agreement, the Parties may develop additional policies and procedures by consent to implement this Agreement. Furthermore, each Party may develop internal policies and procedures to implement their respective obligations hereunder.

19. Severability. In the event that any provision of this Agreement shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

20. Survival of Obligations. All provisions of this Agreement that by their nature are to be performed or complied with following the expiration or termination of this Agreement, including without limitation paragraphs 2, 3, 4, 8, and 13, shall survive the expiration or termination hereof.

21. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

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

SAMPSON COUNTY

By: \_\_\_\_\_  
Sue Lee, Chair,  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Susan J. Holder, Clerk,  
Board of Commissioners

CENTRAL CAROLINA COMMUNITY COLLEGE

By: \_\_\_\_\_  
*Phillip D. Price*  
Dr. Phillip D. Price,  
Executive Vice President,  
01 / 07 / 2022



ATTEST:

*Jonathan D. White*  
\_\_\_\_\_  
Jonathan D. White,  
Contract Administrator  
01 / 07 / 2022

# Signature Certificate

Document Ref.: HW2NP-5YVO7-XN6IC-E7UAY

Document signed by:

	<b>Phillip Price</b> Verified E-mail: pprice@cccc.edu	<i>Phillip D. Price</i>
IP: 152.27.23.66      Date: 07 Jan 2022 13:37:58 UTC		

	<b>Jonathan White</b> Verified E-mail: jwhite@cccc.edu	<i>Jouathau White</i>
IP: 152.27.23.66      Date: 07 Jan 2022 13:41:33 UTC		

Document completed by all parties on:  
07 Jan 2022 13:41:33 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.





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

*MEMORANDUM*

**TO:** Board of Commissioners

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

**DATE:** February 28, 2022

**SUBJECT:** Audit Contract 6/30/2021 Amendment

Attached please find an amendment to our prior year audit contract. This amendment is required by the Local Government Commission because our audit was not submitted prior to December 1, 2021.

The amendment only changes the due date of the contract. It was extended through February 28, 2022. The reasons for the extension we due to auditor workload and COVID. The auditor has indicated that the audit process will begin earlier to avoid this problem in the future. Our audit was presented to the Board at the February meeting and had been accepted by the LGC prior to it presentation.

We respectfully request that the Board approve the amended contract.

Whereas	Primary Government Unit SAMPSON COUNTY
and	Discretely Presented Component Unit (DPCU) (if applicable)
and	Auditor W GREENE PLLC

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending	and originally due on	Audit Report Due Date
	<input type="text" value="06/30/21"/>		<input type="text" value="10/31/21"/>

hereby agree that it is now necessary that the contract be modified as follows.

Modification to date

Modification to fee

Original due date	Modified due date
10/31/21	02/28/22
Original fee	Modified fee

Primary    Other  
(choose 1)(choose 0-2)

**Reason(s) for Contract Amendment**

- Change in scope
- Issue with unit staff/turnover
- Issue with auditor staff/workload
- Third-party financial statements not prepared by agreed-upon date
- Unit did not have bank reconciliations complete for the audit period
- Unit did not have reconciliations between subsidiary ledgers and general ledger complete
- Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger
- Unit did not have information required for audit complete by the agreed-upon time
- Delay in component unit reports
- Software - implementation issue
- Software - system failure
- Software - ransomware/cyberattack
- Natural or other disaster
- Other (please explain)

**Plan to Prevent Future Late Submissions**

If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Indicate NA if this is an amendment due to a change in cost only.  
**DUE TO COVID, OTHER IMPLEMENTATION ISSUES, AND TIMING - THE AUDIT PROCESS WILL START EARLIER**

**Additional Information**

Please provide any additional explanation or details regarding the contract modification.

N/A

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm* W GREENE PLLC	
Authorized Firm Representative* (typed or printed) M WADE GREENE CPA	Signature*
Date* 01/24/22	Email Address wgreene@greenecocpa.com

**GOVERNMENTAL UNIT**

Governmental Unit* SAMPSON COUNTY	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed)	Signature*
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***

*(Pre-audit certificate not required for hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer*	Signature*
Date of Pre-Audit Certificate*	Email Address*

**SIGNATURE PAGE – DPCU**  
(complete only if applicable)

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU	
Date DPCU Governing Board Approved <b>Amended Audit Contract</b> (if required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

**DPCU – PRE-AUDIT CERTIFICATE**  
**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***  
*(Pre-audit certificate not required for hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address

**STATE OF NORTH CAROLINA**  
**COUNTY OF SAMPSON**

**INTERLOCAL AGREEMENT  
ON TAX COLLECTION**

**THIS INTERLOCAL AGREEMENT** (the “Agreement”) is made and entered into this the \_\_\_\_ day of March, 2022 by and between **SAMPSON COUNTY** (the “County”), a body corporate and politic and a political subdivision of the State of North Carolina, and **THE TOWN OF NEWTON GROVE** (the “Town”), a North Carolina municipal corporation. The County and the Town may be referred to at times individually as a “Party” or collectively as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the County and the Town have determined that it is in the public benefit and interest to enter into an Interlocal Agreement on Tax Collection for the listing, billing, and collection by the County of ad valorem taxes and related charges which shall become due to the Town for tax year 2022 and subsequent tax years; and

**WHEREAS**, the Parties hereby agree that the negotiated payment set forth herein is in the best interest of their citizens; and

**WHEREAS**, the North Carolina General Statutes, in Article 20 of Chapter 160A, provide that units of local government may enter into agreements whereby one unit of local government exercises for one or more others a power, function, public enterprise, right, privilege, or immunity, including the collection of ad valorem taxes; and

**WHEREAS**, the County and the Town agree that this Agreement shall continue in effect until terminated as provided herein; and

**WHEREAS**, the governing bodies of the County and the Town have adopted this Agreement by resolutions recorded in their respective minutes;



**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions contained in this Agreement accruing to the benefit of each of the Parties and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the County and the Town, the Parties, intending to bound, hereby agree as follows:

1. Effective Date. This Agreement shall become effective as of July 1, 2022.

2. Term. This Agreement shall continue in effect until terminated as provided in Paragraph 17 below.

3. County Billing and Collection of Town Taxes.

a. The County shall provide billing and collection of Town ad valorem taxes and related charges on behalf of the Town beginning July 1, 2022, for the 2022 and subsequent tax years. Collection of delinquent taxes for prior tax years that existed as of the effective date of this Agreement shall be the sole responsibility of the Town. The County shall not be responsible for collecting motor vehicle taxes collected by the State or North Carolina, occupancy taxes, special assessments, nuisance abatement expenses, and/or housing code enforcement costs.

b. The Town's Board of Commissioners hereby appoints the County's Tax Collector as the Town's Tax Collector in the manner prescribed by N.C. Gen. Stat. § 105-349 for so long as this Agreement shall remain in effect. The Town's Board of Commissioners shall also adopt and enter into its minutes the order of collection required by N.C. Gen. Stat. § 105-321(b) and deliver said order to the County Tax Collector during each fiscal year that this Agreement is in effect. The County's Tax Collector shall further report unpaid Town taxes and advertise Town tax liens in the manner prescribed by N.C. Gen. Stat. § 105-369 for 2022 and subsequent tax years.

c. Separate bonds shall be given by the County's Tax Collector, one in his or her capacity as the County Tax Collector and one in his or her capacity as the Town Tax Collector. The Town shall pay the premium required for its bond.

d. Notwithstanding any of the foregoing, the manner in which the County's Tax Collector performs this Agreement shall be under the sole supervision and direction of the County's Board of Commissioners and the County Manager, subject to the provisions of Subchapter II of Chapter 105 of the North Carolina General Statutes.

e. Any deputy tax collectors, assistants, consultants, and/or attorneys employed or retained by the County in order to implement this Agreement shall be selected by and subject to the sole control and supervision of the County.

4. Compliance. The County shall comply with all applicable ad valorem tax collection laws, including those set forth in Subchapter II of Chapter 105 of the North Carolina General Statutes, and all administrative rules issued by the North Carolina Department of Revenue.

5. Records and Accounts and Operations.

a. The County shall be responsible for maintaining, in an online format, all Town ad valorem tax records for tax year 2022 and subsequent years, including amounts paid and unpaid, in the same manner as County ad valorem tax records are maintained.

b. The Town shall provide the County with all necessary information for transfer of funds due to the Town, and the County shall properly account for and distribute said funds by check or other mutually agreed upon method to the Town on a monthly basis.

c. The County shall provide the Town with reports in a format to be determined by the County so as to enable the Town to prepare and record the necessary financial transactions.

d. The County shall provide the Town with information sufficient for the Town to complete all required reports to outside agencies, including the TR-2 report required by the North Carolina Department of Revenue and the reports needed for the Town's financial statements. The Town shall be responsible for the completion of all reports related to ad valorem taxes.

e. The County shall provide the Town's auditors access to the Town's tax receivables daily cash transactions and related records during regular business hours to the fullest extent practicable.

6. Pro Rata Payments. The County shall distribute payments received from Town taxpayers of less than the total amount owed for County and Town taxes on a pro rata basis in proportion to each Party's share of taxes owed after all costs, interests, and penalties are first paid.

7. Costs for Billing and Collections. The County shall incur all costs for preparing, printing, billing, and collecting Town ad valorem tax bills. In the event that the County, in its sole discretion, determines that it is necessary to institute a collection action, the cost of collection, including advertising costs, attorney's fees, and garnishment fees where such costs are not paid directly by the taxpayer, shall be apportioned between the County and the Town on a proportionate basis based upon the amount of taxes owed to the County and the Town. Joint advertisement, including advertisement of tax liens for both the County and the Town, shall be permissible.

8. Tax Foreclosures.

a. The County shall be responsible for determining the time for commencing all tax foreclosure proceedings (except for those foreclosure proceedings instituted by the Town to collect Town taxes already delinquent as of the effective date of this Agreement).

The Town hereby delegates this decision to the County, and the County's decision in these matters shall be final.

b. The County shall have sole discretion to set the minimum bid for any property sold pursuant to a tax foreclosure.

c. All expenses related to compliance with the procedural and substantive requirements of N.C. Gen. Stat. § 105-374 shall be advanced by the County and reimbursed from proceeds of any foreclosure sale prior to payment to the Town of any taxes recovered.

d. If the County elects to bid on any property sold pursuant to a tax foreclosure and is the highest bidder, the County shall take title to the property and shall pay to the Town its proportionate share of any taxes recovered.

9. Bankruptcy Proceedings. The County shall have sole discretion as to when and whether to file a claim for ad valorem taxes in any bankruptcy proceeding, and its determination in such matters shall be final.

10. Discount Rates. The County shall determine the early discount rate for both the County and the Town, subject to the provisions of N.C. Gen. Stat. § 105-360 and approval by the North Carolina Department of Revenue.

11. Refunds and Rebates. Applications from Town taxpayers for refunds and rebates of Town taxes shall be considered by the County and determined in the same manner as applications for refunds and rebates on County taxes. The County's determination with respect to these matters shall be final as between the County and the Town.

12. Payment to the County. In addition to any reimbursements of expenses that may be required under to the provisions of this Agreement, the Town shall pay to the County an annual fee for tax collection services, which shall be an amount equal to two percent (2.0 %) of the

collections for each fiscal year. Payment of this fee shall be accomplished by the County withholding the fee when remitting the monthly collection to the Town.

13. Liability and Insurance. The County's Tax Collector and his or her assistants and clerks shall be considered Town employees while exercising their duties for the benefit of the Town as contemplated by this Agreement. The Town shall have the same potential liability for the tax collection activities described herein as it does for the acts and omissions of individuals who are employees of the Town. To this end, the Town shall have insurance coverage in such amounts and of such types as may be acceptable to the County, in the County's sole discretion.

14. Indemnification. The Town agrees to hold harmless and indemnify the County, its elected officials, officers, Tax Collector, and employees from and against any losses, liabilities, claims, damages, causes of action, litigation, costs, or expenses (including reasonable attorney's fees) arising out of the performance or nonperformance of any act related to the tax collection activities contemplated by this Agreement.

15. E-Verify. The Parties shall comply with the E-Verify provisions of N.C. Gen. Stat. § 143-129(j).

16. Notice. Notice under this Agreement shall be deemed sufficient upon the mailing to the Parties by certified or registered mail at the following addresses:

Sampson County  
Attn: Tax Collector  
P.O. Box 1082  
Clinton, NC 28329

Town of Newton Grove  
Attn: Town Clerk  
P.O. Box 4  
Newton Grove, NC 28366

17. Termination. This Agreement may be terminated by either Party upon written notice duly authorized by its governing body prior to the first day of May in any year during the term hereof; provided, however, that failure on the part of the Town or its governing body to accomplish any act required by the North Carolina General Statutes before Town taxes may be

legally collected and/or failure by the Town to turn over tax receipts to the County's Tax Collector shall be deemed a termination of this Agreement and shall relieve the County of any further obligation hereunder.

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

19. Entire Agreement. This Agreement sets forth the entire agreement between the Parties regarding the tax collection services and matters described herein. All prior conversations or writings between the Parties hereto or their respective representatives on this subject matter are merged within this Agreement and extinguished.

20. Amendments. This Agreement may be amended or modified only by express written consent of the Parties, duly approved by the governing bodies of the Parties.

21. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

22. Survival. All provisions of this Agreement that by their nature are to be performed or complied with following the expiration or termination of this Agreement, including without limitation Paragraphs 13 and 14, shall survive the expiration or termination of this Agreement

23. Severability. If any provision of this Agreement shall be held to be invalid, the remainder shall nevertheless be deemed valid and binding on the Parties.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed by the official designated to perform such act.

**SAMPSON COUNTY**

By: \_\_\_\_\_  
Sue L. Lee, Chair,  
Sampson County Board of Commissioners

Attest:

\_\_\_\_\_  
Susan J. Holder,  
Clerk to the Sampson County Board of Commissioners

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

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

**TOWN OF NEWTON GROVE**

By: \_\_\_\_\_  
Gerald Darden,  
Mayor

Attest:

\_\_\_\_\_  
Amanda Bradshaw,  
Clerk to the Town of Newton Grove Board of Commissioners

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

\_\_\_\_\_  
Finance Officer,  
Town of Newton Grove

**CAPITAL PROJECT ORDINANCE CONCERNING  
SCIF FUNDED PROJECTS  
(STATE GRANTS TO COUNTY)**

**PROJECT ORDINANCE NO:** \_\_\_\_\_ **ADOPTED:** \_\_\_\_\_

**BE IT ORDAINED** by the Board of Commissioners of Sampson County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1.0 The project authorized is 2201 Disaster Relief & Sheriff’s Office Storage facilities.

Section 2.0 The officers of this unit are hereby directed to proceed with the capital project within the budget contained herein.

Section 3.0 The following revenues are available to complete this project:

State SCIF Grant 20562	\$2,000,000
State SCIF Grant 20565	\$1,000,000

Section 4.0 The following amounts are appropriated for this project:

Disaster Relief Facility	
Professional services	\$165,000
Administration	16,500
Construction costs	1,728,575
Contingency	89,925
Total	\$2,000,000

Sheriff Storage Facility	
Professional services	\$85,000
Administration	8,500
Construction costs	860,175
Contingency	46,325
Total	\$1,000,000

Section 5.0 The Finance Officer is hereby directed to maintain within the Capital Projects Fund sufficient records to provide for appropriate accounting.

Section 6.0 Funds that have been advanced, or may be advanced from the General Fund for project costs are intended to be reimbursed from grant proceeds.

Section 7.0 The Finance Officer is directed to report quarterly on the financial status of the project and on the total proceeds received.



Section 8.0 Copies of this capital project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 7th day of March 2022.

\_\_\_\_\_  
Sue L. Lee, Chairperson

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

**CAPITAL PROJECT ORDINANCE CONCERNING  
SCIF FUNDED PROJECTS  
(STATE GRANTS TO COUNTY)**

**PROJECT ORDINANCE NO:** \_\_\_\_\_ **ADOPTED:** \_\_\_\_\_

**BE IT ORDAINED** by the Board of Commissioners of Sampson County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1.0 The project authorized is 2202 Water Infrastructure Projects

Section 2.0 The officers of this unit are hereby directed to proceed with the capital project within the budget contained herein.

Section 3.0 The following revenues are available to complete this project:

State SCIF Grant 20566	\$9,000,000
------------------------	-------------

Section 4.0 The following amounts are appropriated for this project:

Engineering	\$900,000
Land and right of way acquisition	50,000
Administration	100,000
Other professional services	50,000
Well construction	500,000
Distribution line construction	7,030,000
Contingency	370,000
Total	<u>\$9,000,000</u>

Section 5.0 The Finance Officer is hereby directed to maintain within the Capital Projects Fund sufficient records to provide for appropriate accounting.

Section 6.0 Funds that have been advanced, or may be advanced from the General Fund for project costs are intended to be reimbursed from the grant proceeds.

Section 7.0 The Finance Officer is directed to report quarterly on the financial status of the project and on the total proceeds received.

Section 8.0 Copies of this capital project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 7th day of March 2022.

\_\_\_\_\_  
Clark H. Wooten, Chairman

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

# North Carolina Non-Congregate COVID-19 Sheltering Memorandum of Agreement

## Amendment Number 1

This amended agreement is made and entered into between the North Carolina Emergency Management (NCEM) and \_\_\_\_\_ [hereinafter “Organization”] to establish terms of agreement for the sheltering of displaced persons or persons needing isolated sheltering in response to the pandemic COVID-19.

### Purpose/Background:

NCEM is working with local governments and organizations to provide non-congregate sheltering statewide for persons who have tested positive for COVID-19 or who have been exposed to COVID-19 and do not have a safe place to isolate or quarantine, as well as individuals who are high-risk and need a safe place to social distance. The non-congregate sheltering (NCS) program is a collaborative effort between the State, counties, and local partners to secure hotel and motel rooms (or other suitable non-congregate shelter locations like dormitories), as well as essential wrap around services, for individuals with no other safe place to quarantine, isolate, or social distance due to COVID-19. The purpose of this agreement is to set forth the terms by which NCEM and Organization will cooperate in the disaster recovery and sheltering of citizens for the COVID-19 event, and enhance cooperation, communication, coordination, and collaboration between any potential stakeholders that would aid in the goal of this agreement.

Whereas, N.C. Gen. Stat. §§ 166A-19.10, -19.11, -19.12 and - 19.30 provide the Governor, Secretary of Public Safety and Division of Emergency Management with additional authority to manage state resources during a declared state of emergency;

Whereas, U.S. Department of Health and Human Services Secretary Alex Azar declared a public health emergency in the United States for COVID-19 on January 31, 2020 pursuant to Sec. 319 of the Public Health Service Act;

Whereas, Governor Roy Cooper issued Executive Order No. 116 on March 10, 2020 and declared a North Carolina state of emergency based on the public health emergency posed by COVID-19;

Whereas, President Donald J. Trump declared a nationwide emergency on March 13, 2020 because of the COVID-19 pandemic pursuant to Sec. 501(b) of the Stafford Act and subsequently approved major disaster

declarations for all states and territories pursuant to Sec. 401 of the Stafford Act, including for North Carolina on March 25, 2020;

Whereas, the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) recognizes that non-congregate sheltering may be necessary to protect public health and save lives;

Whereas, Federal funding is available in the form FEMA Public Assistance for Emergency Protective Measures (Category B) for non-congregate sheltering;

Whereas, it is in the best interest of the State of North Carolina and its residents to stop and slow the spread of the COVID-19 virus; and it is proven that adequate social distancing measures aid in that effort, non-congregate sheltering facilities should be made accessible statewide.

The State is working on removing barriers and ensuring access for highly vulnerable and historically marginalized populations to safely isolate, quarantine, and social distance. These highly vulnerable populations would include, but are not limited to:

1. First Responders and healthcare workers who do not require hospitalization but need to avoid direct contact with their families due to exposure to COVID-19;
2. Those who test positive for COVID-19 who do not require hospitalization but need isolation (including those exiting from hospitals);
3. Those who have been exposed to COVID-19 who do not require hospitalization but whom warrant quarantine;
4. Other persons needing social distancing as a precautionary measure, as determined by public health officials, particularly for high risk groups such as people over 65 or with certain underlying healthy conditions (respiratory, compromised immunities, chronic disease), this may include those whose living situation makes them unable to adhere to social distancing guidance

Whereas, NCEM is winding down its State-centric COVID-19 non-congregate sheltering assistance;

Therefore, the Parties agree to amend their previous Agreement for State-centric COVID-19 non-congregate sheltering assistance as enumerated below.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier Amendment, the terms of the original Agreement will prevail.

In consideration of the parties and their mutual promises, covenants and agreements hereinafter set forth, the parties agree as follows:

## Responsibilities of Parties:

- A. NCEM agrees to reimburse Organization for eligible FEMA Public Assistance non-congregate sheltering expenses specific to the COVID-19 event and related to the sheltering of above-described individuals for the first 14 days of their stay in non-congregate sheltering.
- B. Organization will provide coordination assistance with NCEM officers, agencies and departments to ensure open communication and cooperation with NCEM; and disseminate information to sheltered individuals, and the community at large.
- C. Organization will report their sheltering counts, costs, and other data weekly, as currently required by close of business every Friday to the NCEM Program Administrator. If Friday is recognized as a Federal or State holiday, reporting data will be required on the nearest preceding work day. Organization will provide additional reporting or documentation, upon request as soon as reasonable.

Reporting data will include but is not limited to the following:

- Location of the Facilities in use;
  - Type(s) of location;
  - Maximum capacity;
  - Number currently sheltered;
  - Average cost per night;
  - Average length of stay.
- D. Organization will maintain documentation for all eligible clients and expenses, and make such documentation available upon request.
    - Specific need for each individual sheltered (e.g., what eligibility category is applicable to the individual);
    - Length of stay for each individual sheltered;
    - Age of each individual sheltered;
    - If applicable, number of meals provided for each individual sheltered;
    - If applicable, number of individuals with access or functional needs sheltered;
    - If applicable, number of household pets sheltered;
    - If applicable, number of assistance and service animals sheltered;
    - If applicable, type of shelter provided for animals as stand-alone, co-located, co-habitational;
    - If applicable, other Federal non-FEMA assistance the Organization receives related to the specific activity being conducted;
    - Description of services provided to sheltered individuals;
    - Vendor contracts;
    - Invoices with proof of payment.
  - E. Organization will comply with FEMA procurement requirements, as listed in Attachment A and found at 2 C.F.R. §§ 200.317 – 200.326, and follow FEMA’s guidance for Procurement Under Grants Conducted Under Exigent or Emergency Circumstances, available at <https://www.fema.gov/sites/default/files/2020->

[06/procurement during ee circumstances factsheet ea 031820.pdf](#). Organization will comply with State of North Carolina Compliance Provisions as listed in Exhibit B.

- F. When Organization pays any applicable Vendors, Organization will retain a copy of the payment method and will make available to NCEM the verification of payment within 30 days of payment being made.
- G. Organization will identify a non-congregate sheltering site at a hotel/motel, trailer, dormitory, or other FEMA approved setting and set up contractual relationship with site that dictates terms and rates. Every effort should be made that the rates not exceed the allowable state rate for rooms.
- H. Organization will assist NCEM in pandemic response and recovery by facilitating the temporary use of Organization equipment and supplies, insofar as governmental regulations, resources, and priorities allow and are requested.
- I. Organization will coordinate with NCEM for any additional assistance or resources necessary to facilitate the limited goal of this agreement in the sheltering of North Carolinians.
- J. Organization will provide or contract with vendors to provide eligible wrap-around services including food provisions/meals, laundry services, security, medicine, cleaning/disinfecting, transportation, mental health or other access needs. Case management and mental health counseling are ineligible for reimbursement.

Transportation for this Agreement shall be understood as the movement of persons to and from the shelter location from medical facilities or living locations, as well as to and from medical appointments.

It is highly recommended that Security be present at the facility. If Security is not provided, Organization will ensure that local law enforcement is aware of the sheltering location.

Organization intends to facilitate the following wrap around services through third party vendors it will bill, at cost, the expenses incurred to NCEM: (check all that apply)

- Food
- Laundry
- Security
- Medicine
- Cleaning/Disinfecting
- Transportation
- Care for those with disabilities and/or access and functional needs

- K. NCEM agrees that it will finance the cost of sheltering individuals in the jurisdiction controlled by the Organization and certain preapproved wrap around services listed in paragraph J.
- L. Organization must provide timely invoices at least bi-weekly basis to NCEM. Organization should be able to operate without receiving payment for those invoices for a period of at least thirty (30) business days after receipt.
- M. All billing and payment procedures will be clearly defined by the Non-Congregate Sheltering Facts Sheet and should be strictly adhered to.
- N. NCEM agrees that it will reimburse Organization for any bona fide expenditure of personnel required to maintain the facility, including overtime costs, upon production of verified receipts or time sheets. NCEM will not pay or reimburse Organization for any operational or administrative fees associated with use of the Facility pursuant to this Memorandum of Agreement. NCEM shall not be responsible for costs or expenditures by Organizations not directly related to sheltering activities or wrap around services conducted pursuant to this Memorandum of Agreement.
- O. NCEM agrees that it shall exercise reasonable care in the conduct of its activities and the use of Organization' property and further agrees to replace or reimburse Organization for any items, materials, equipment or supplies that may be used in the conduct of sheltering activities within the Organization jurisdiction.
- P. NCEM agrees that it will be responsible for replacing, restoring, or repairing damage caused by the use of any building, facilities or equipment belonging to Organization as a direct result of sheltering activities conducted pursuant to this Memorandum of Agreement. NCEM shall not be responsible in any way for any damages or losses to the Facility or Organization resulting in negligence of an individual or not directly resulting from sheltering activities conducted pursuant to this Memorandum of Agreement.
- Q. NCEM shall provide any and all releases of information to the press and media. Requests for interviews or information submitted to Organization shall be promptly directed to the NCEM's Public Information Officer. Despite the foregoing, requests made to Organization pursuant to N.C. Gen. Stats. Ch. 132, the Public Record Law, shall be address per the law's requirements.

Issue Elevation:

Any disputes arising out of this agreement shall be resolved in the most informal way possible for the mutual interest of all parties. Claims should be submitted to the other entity in writing for prompt resolution. Entities shall negotiate in good faith and use all reasonable efforts to resolve disputes.

### Authorities:

By agreeing to the terms and conditions set forth in this Memorandum of Agreement, Organization's officers, employees, and agents are considered emergency management workers for purposes of N.C. Gen. Stat. § 166A-19.60 to the extent that Organization, its officers, employees, and agents act in good faith, without willful misconduct or gross negligence, and under the direction and control of Government pursuant to this Memorandum of Agreement. Government assumes no liability for any wrongful acts of Organization, its officers, employees, and agents arising out of performing any activities pursuant to this Memorandum of Agreement.

Nothing in this Memorandum of Agreement shall be construed to or is intended to conflict with current laws or regulations of the United States of America, the State of North Carolina, or Government. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Memorandum of Agreement shall remain in full force and effect.

This Memorandum of Agreement shall be governed by the laws of the State of North Carolina as well as all contract provisions listed in Attachments A: 2 C.F.R Part 200 Contract Provisions and Attachment B: State Compliance Provisions, the provisions of both Attachments are incorporated to this Agreement by reference and are binding on Organization.

### Amendments:

This Memorandum of Agreement may be amended when such an amendment is agreed to in writing by all Parties. The amendment will be effective on the date a copy of the amended MEMORANDUM OF AGREEMENT has been signed by all the Parties.

### Duration/Termination:

This Amendment (Number 1) shall take effect when signed by all parties and for a term ending March 31, 2022, unless terminated early otherwise. Failure to fully execute this Amendment by March 15, 2022 will result in termination of the agreement on March 15, 2022.

This Amendment shall remain in effect through March 31, 2022, unless terminated early. Termination will not affect responsibilities or reimbursement by either party for activities that will take place until the termination date; however, costs incurred after the termination date will not be reimbursed



----- The Remainder of this Page is Left Intentionally Blank -----

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the parties hereby acknowledge the foregoing as the terms and conditions of this Agreement.

**NCEM**

**ORGANIZATION**

\_\_\_\_\_  
Authorized Signature, **[Insert Title]**

\_\_\_\_\_  
Name Authorized Signature, **[Insert Title]**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

----- The Remainder of this Page is Left Intentionally Blank -----

## Attachment A: 2 C.F.R Part 200 Contract Provisions

**Program Monitoring.** Property Owner agrees to assist and cooperate with the Federal grantor agency and NCEM or their duly designated representatives in the monitoring of the project or projects to which this facility usage agreement relates, and to provide in form and manner approved by NCEM such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

**Termination for Cause.** If through any cause, Property Owner shall fail to fulfill in a timely or proper manner any obligations under this Agreement, or if Property Owner shall violate any of the covenants, agreements, or stipulations of the Contract, NCEM shall thereupon have the right to terminate this Agreement by giving written notice to Property Owner of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCEM to be necessary, NCEM shall effect termination according to the following procedure:

- a. Notice to Cure. NCEM shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared (“Notice to Cure”). The Property Owner shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
- b. Notice of Termination. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCEM may terminate the Agreement, in whole or in part. NCEM shall give the Property Owner written notice of such termination (“Notice of Termination”), specifying the applicable provision(s) under which the Agreement is terminated and the effective date of the termination.
- c. In such event, all finished or unfinished documents, data, studies, and reports prepared by Property Owner entitle Property Owner’s receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Property Owner shall not be relieved of liability to NCEM for damage sustained to NCEM by virtue of any breach of this Agreement by Property Owner. NCEM may withhold any payments to Property Owner for the purpose of set off until such time as the exact amount of damages due NCEM from Property Owner is determined.

**Termination for Convenience.** The Agreement may be suspended and/or terminated without liability to the State and NCEM is under no obligation to make any payments to the Property Owner. The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

**Equal Employment Opportunity.** During the performance of this Agreement, the Property Owner agrees as follows:

- a. The Property Owner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Property Owner

will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Property Owner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Property Owner will, in all solicitations or advertisements for employees placed by or on behalf of the Property Owner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Property Owner will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Property Owner's legal duty to furnish information.
- d. The Property Owner will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Property Owner's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Property Owner will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Property Owner will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Property Owner's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Property Owner may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Property Owner will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor. The Property Owner will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Property Owner becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the administering agency, the Property Owner may request the United States to enter into such litigation to protect the interests of the United States.

The Property Owner further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Property Owner so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Property Owner agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of any vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Property Owner further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**Anti-Discrimination.** Property Owner will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No Vendor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in

excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR §5.5(b)(1) the Property Owner and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Property Owner and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR §5.5(b)(1).
- c. Withholding for unpaid wages and liquidated damages. NCNCEM shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5(b)(2).
- d. Subcontracts. The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5(b)(2) through (4).

## **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

### Clean Air Act

The Property Owner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Property Owner agrees to report each violation to NCEM and the Activating Entity and understands and agrees that NCEM and the Activating Entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Property Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

The Property Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Property Owner agrees to report each violation to NCEM and the Activating Entity and understands and agrees that NCEM and the Activating Entity will, in turn, report each violation as required to assure notification

to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Property Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Debarment and Suspension

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Property Owner is required to verify that none of the Property Owner 's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Property Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by NCEM and any Activating Entity. If it is later determined that the Property Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NCEM and any Activating Entity, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Property Owner agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Property Owner or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended)**

Property Owner s who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Property Owner s must sign and submit to the NCEM the certification. See final page.

#### **Procurement of Recovered Materials**

- a. In the performance of this contract, the Property Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - Competitively within a timeframe providing for compliance with the contract performance schedule;
  - Meeting contract performance requirements; or
  - At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- c. The Property Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

**Women and Minority Owned Businesses.** 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and Property Owner to assure that minority and women’s businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.

**Access to Records.** The following access to records requirements apply to this contract:

- a. The Property Owner agrees to provide NCEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, and the Activating Entity access to any books, documents, papers, and records of the Property Owner which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Property Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Property Owner agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, NCEM, the Activating Entity, and the Property Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. Property Owner agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Property Owner which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions

**Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

**Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

**Personnel.** Property Owner represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State, NCEM, or Activating Entity. All of the work required hereunder will be performed by Property Owner or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

**Program Fraud and False or Fraudulent Statements or Related Acts.** Property Owner acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

**No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Property Owner, or any other party pertaining to any matter resulting from the contract.



**Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Property Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**DHS, Seal, Logo, and Flags.** The Property Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## Attachment B: State Compliance Provisions

1. **Non-Governmental Entities:** Non-governmental entities (not-for-profit and for-profit entities) must adhere to N.C. Gen. Stat §143C-6-22.
2. **Compliance:** The ORGANIZATION shall be wholly responsible for the supervision of its employees and assistants. The ORGANIZATION shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this Agreement, including those of federal, state, and local agencies having jurisdiction and/or authority.

The ORGANIZATION acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR Part 200. The ORGANIZATION further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the ORGANIZATION shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the ORGANIZATION hereunder.

3. **Historically Underutilized Businesses:** If ORGANIZATION is a private, nonprofit corporation other than an institution of higher education or a hospital that receives an appropriation of five hundred thousand dollars (\$500,000) or more during a fiscal year from the General Assembly, it shall comply with North Carolina General Statute 143-48 and report to the North Carolina Department of Administration annually on what percentage of its contract purchases of goods and services, through term contracts and open-market contracts, were from minority-owned businesses, what percentage from female-owned businesses, what percentage from disabled-owned businesses, what percentage from disabled business enterprises and what percentage from nonprofit work centers for the blind and the severely disabled. Reporting on contract purchases of goods and services will be submitted to the North Carolina Department of Administration's Office for Historically Underutilized Businesses (HUB) using the NC Interactive Purchasing System's HUB reporting system. Contact the HUB Office at 919-807-2330 or [huboffice.doa@doa.nc.gov](mailto:huboffice.doa@doa.nc.gov) for instructions and to gain access to the NC Interactive Purchasing System's HUB reporting system.
4. **Sanctions for Non-Compliance.** The applicant ORGANIZATION agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the NCEM may take any or all of the following actions:
  - (a) Cancel, terminate, or suspend this contract in whole or in part;
  - (b) Withhold funding to the ORGANIZATION until satisfactory compliance has been attained by the ORGANIZATION;
  - (c) Refrain from extending any further funding to the ORGANIZATION under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the ORGANIZATION;
  - (d) Refer the case for appropriate legal proceedings.

5. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the ORGANIZATION. The amount of funding from the NCEM shall not exceed the estimated funds budgeted in the approved contract. The ORGANIZATION shall initiate and prosecute to completion all actions necessary to enable the ORGANIZATION to provide its share of the project costs at or prior to the conclusion of the project. All unexpended grant funds shall be remitted to the NCEM within thirty (30) days of the project completion date. The ORGANIZATION must have an adequate accounting system to identify costs chargeable to the project. The ORGANIZATION agrees that funds paid through this Agreement shall be accounted for in a separate fund and accounting structure within the ORGANIZATION's central accounting and grant management system. The ORGANIZATION agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described above. If eligible, the ORGANIZATION and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.
6. **Project Directors and Notices.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the ORGANIZATION or the ORGANIZATION's governing body. Any notice required or permitted under this Agreement shall be delivered to the ORGANIZATION's Project Director or NCEM Authorizing Official. Notice may be given to the ORGANIZATION's Project Director or NCEM Authorizing Official by mail, first-class postage prepaid, or by facsimile transmittal or by electronic mail with the original to follow by first-class mail. Either party may change the name, address, telephone number, fax number or email address of its Project Director or NCEM Authorizing Official by giving timely written notice to the other party.
7. **Records Access and Retention.** The ORGANIZATION shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its persons, books, records, accounts, other sources of information, and its facilities as may be determined by the NCEM, or the State to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the ORGANIZATION shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the NCEM or until all audit exceptions have been resolved, for such inspection and audit or until litigation has concluded, whichever is longer. Pursuant to N.C. Gen. Stat. §147-64.7, the NCEM, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the ORGANIZATION insofar as they relate to transactions with any board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
8. **E-Verify requirements.** If this contract is subject to N.C. Gen. Stat. §143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
9. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to

contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each ORGANIZATION, prior to contracting with the State certify, and the undersigned ORGANIZATION Authorizing Official on behalf of the Agency does hereby certify, to the following:

(a) that the ORGANIZATION is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;

(b) that the ORGANIZATION shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and

(c) that the undersigned ORGANIZATION Authorizing Official is authorized by the ORGANIZATION to make this Certification.

10. **Regulation:** The funds awarded under this Agreement must be used in compliance with all applicable state and federal laws governing their use including but may not be limited to, N.C. Gen. Stat. 143C-6-21, 143C-6-22, 143C-6-23, and 09 NCAC 03M (Notice of Certain Reporting and Audit Requirements), Chapter 166 of the North Carolina General Statutes at N.C. Gen. Stat. 166A-1 et. seq., The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. §5121 et. seq., 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 60, 206, 209, 220, 221, 2 CFR 200, Appendix II to Part 200 “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”, and applicable HUD regulations, policies, and guidance if CDBG-DR funds are used under this Contract. By accepting this payment, the below official agrees to use these funds in a manner consistent with state laws and regulations.
11. **Taxes:** disburse The ORGANIZATION shall be responsible for all taxes. The ORGANIZATION shall complete, execute, notarize and return the “State Grant Certification – No Overdue Tax Debts” form. The ORGANIZATION shall complete and return the “Substitute W-9 Form Request for Taxpayer Identification Number” form. The ORGANIZATION agrees that failure to provide NCEM with a correct taxpayer identification number authorizes NCEM to withhold any amount due and payable under this Agreement.
12. **Antitrust Laws:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
13. **Conflict of Interest:** Notarized Policy addressing conflicts of interest: The ORGANIZATION shall file with NCEM a copy of the ORGANIZATION’S policy addressing conflicts of interest that may arise involving NCEM’S management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as ORGANIZATION’S employees or members of its board or other governing body, from ORGANIZATION’S disbursing of State funds and shall include actions to be taken by ORGANIZATION or the individual, or both to avoid conflicts of interest and the appearance of impropriety. Additionally, the ORGANIZATION certifies that, as of the date it executes this Contract, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the grant or project. Throughout the duration of this Contract, the ORGANIZATION has the duty to promptly inform NCEM of any such conflict of interest or direct or indirect benefit of which it becomes aware. The policy shall be filed before NCEM may disburse the grant funds.

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

**09831**

**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 Harold Gene Wagner in Plainview Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>150.28</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>150.28</u>

These taxes were assessed through clerical error as follows.

DD52992024 2020 2020 0000 00  
KA 2799  
Tag turned in  
2019 Ford TK  
Vehicle sold

G02	County Tax	<u>135.50</u>
	School Tax	_____
F06	Fire Tax	<u>14.78</u>
	City Tax	_____
	TOTAL \$	<u>150.28</u>

Mailing Address.

Harold Wagner  
2110 Taylors Chapel Rd  
Dunn, NC 28334

Yours very truly

Maxina Wagner for  
Taxpayer Harold G Wagner

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

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator **91**

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

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

**09832**

**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 Jonathan Wesley Satcher in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>108.60</u>
<u>2020</u>	\$ <u>33.56</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 142.16

These taxes were assessed through clerical error as follows.

0060883484 2020 2020 0000 00  
 JAW3047  
 Tag turned in  
 2021 Kia

0058603856 2020 2020 0000 00  
 RAD 6163  
 Tag turned in  
 2013 Nissan  
 Vehicles Sold

602 County Tax 85.60  
 501 School Tax 15.06  
 Fire Tax \_\_\_\_\_  
 C02 City Tax 41.50  
 TOTAL \$ 142.16

Mailing Address.

Jonathan Wesley Satcher  
119 Warsaw Rd  
Clinton NC 28328

Yours very truly

Jonathan Satcher  
 Taxpayer

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

RECOMMEND APPROVAL:

Jim Johnson  
 Sampson County Tax Administrator

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

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

**09835**

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

YEAR	
<u>2021</u>	\$ <u>153.78</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>153.78</u>

These taxes were assessed through clerical error as follows.

Bill # 0064539329  
Plate # HD 9048C  
Plate Turn In Sold  
2016 Fiat MP

602 County Tax	<u>77.55</u>
501 School Tax	<u>13.63</u>
SF2 Fire Tax	<u>25.00</u>
602 City Tax	<u>37.60</u>
TOTAL \$	<u>153.78</u>

Mailing Address.

\_\_\_\_\_  
306 Pine View Rd.  
Clinton, NC 28328

Yours very truly

Ronald Davis  
Taxpayer

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

RECOMMEND APPROVAL

Jim Johnson  
Sampson County Tax Administrator

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

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

09811

JIM JOHNSON  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by William Blake Alderman + Leslie in Piney Grove Township, Sampson County, for the year(s) and in the amount(s) of: 13040064007

YEAR	
<u>2021</u>	\$ <u>284.36</u>
<u>2020</u>	\$ <u>284.36</u>
<u>2019</u>	\$ <u>284.36</u>
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>853.08</u>

These taxes were assessed through clerical error as follows.

*Calculated acres corrected from 10.375 to 2.029 after 60 remapping done.*

County Tax 781.98  
 School Tax \_\_\_\_\_  
 Fire Tax 71.10  
 City Tax \_\_\_\_\_  
 TOTAL \$ 853.08

Yours very truly

[Signature]  
Taxpayer

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

RECOMMEND APPROVAL

[Signature]  
Sampson County Tax Administrator

Mailing Address.

451 East Darden Rd  
Falson NC 28341

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



**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

**09815**

**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 Marshall & Joan Lee in North Clinton Township, Sampson County, for the year(s) and in the amount(s) of: Parcel 15003224101

YEAR	
<u>2019</u>	\$ <u>1097.26</u>
<u>2020</u>	\$ <u>1097.26</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 2,194.52

These taxes were assessed through clerical error as follows.

*\* Incorrect data entered by data clerk during reval 2019 -*

601 - County Tax	<u>1326.36</u>
501 - School Tax	<u>225.08</u>
Fire Tax	_____
601 - City Tax	<u>643.08</u>
TOTAL \$	<u>2,194.52</u>

Mailing Address.

Joan Lee  
319 Fox Lake Drive  
Clinton NC 28328

Yours very truly

*\* (Signature)*  
Taxpayer

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

RECOMMEND APPROVAL

*(Signature)*  
Sampson County Tax Administrator

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

PAR ID: 15003224101

Map #: I11B 0 26

JURIS CD: 15 SOUTH CLINTON  
S01 CLINTON SCHOOL DISTRICT

C02 CLINTON CITY TAX  
G01 SAMPSON COUNTY

Route #: 61000

PIN #: 1495.20-91-6344

SAMPSON CO, NC - Property Card

Printed: 02/10/22 Card: 1 of 1

Appraiser: MRW

Ownership: 606940

SITUS:

LEE, MARSHALL T.  
LEE, JOAN M.  
319 FOX LAKE DR  
CLINTON NC 28328

319 FOX LAKE DR

Deeded Acres: 0  
Legal Description:  
319 Fox Lake Dr

Subd:

Nbhd: P Paved Road

Parcel: G good

Sale Dt I S Price Db/Pq Valid. Code

Fronting: 04/29/92 D 38,000 1139/37

Location: No Valid Sale

Parking:

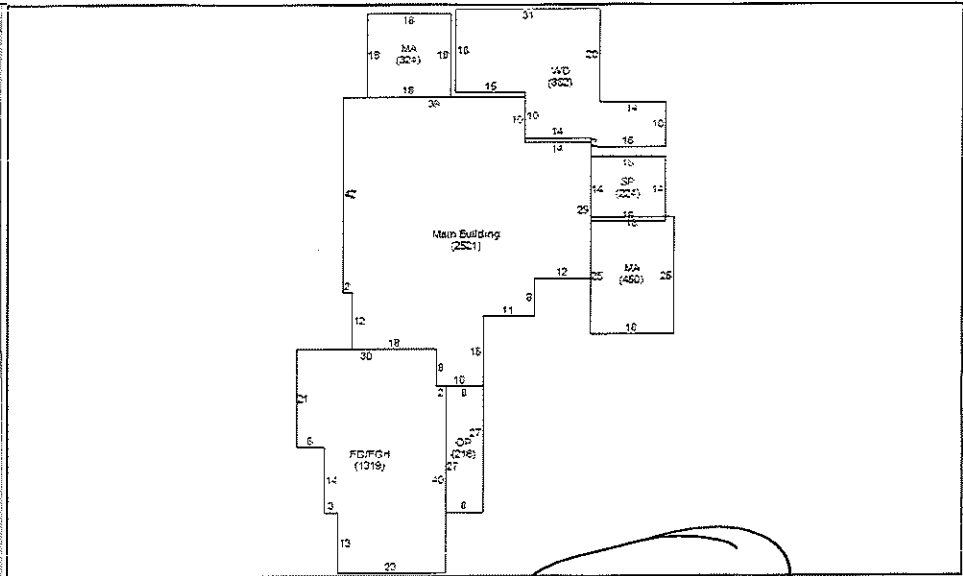
Utility: A all available;

Zoning:

Sketch Vectors

Vector

A00CR10U15R11U8R12U29L14U10L39D42R2D12R18D8  
A01CU8L30D21R6D14R3D13R23U40L2 A02R2CD27R8U27L8 A03R33U11CR18U25L18D25  
A04U62L15CR18U18L18D18 A05R10U15R11U8R12U12CU14R16D14L16  
A06R10U15R11U8R12U28CU2L14U10L15U18R31D20R14D10L16



Improvement Description: R1 contemporary

Assessment: 2018

Story: 1.4 FP Stacks: 1 Bsmt: Phys Cond: G % Complete:  
Class: single family Openings: 1 BSMT Gar: CDU: GD Grade: A+2  
Ext Wall: stone Prefab FP: Attic: no attic/Unfinis Over Depr Tb: C&D Fact:  
Yr Blt: 1994 Rooms: 9 Baths: 5 Fcct Dep %: C&D Desc:  
Eff Year: Bedrooms: 4 Half: Fcct Desc: TV/SF 126.85  
Heating: heat pump Unfin Area: Extra Fixt: Econ Dep%: SP/SF 9.38  
Fuel: Fin Bsmt Area: Misc 1: Econ Desc: RCN/SF 130.28  
System: heat and a/c Rec Room Area: Misc 2: N-Fact: RCNLD/SF 112.04

Method: OVERRIDE  
Land: \$60,000 Excluded:  
BLDG: \$453,888 Ag Use:  
Market: \$513,888 SWF:  
Deferred: \$0  
Exempt: \$0  
Taxable: \$513,888

D W E L L  A D D S	L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
	0					Contemporary	2,521	356,471	1994		A+2	GD		86		306,565
	1		FG	FGH		Attached Finished Gar	1,319	74,827	1994		A+2	GD		86		64,351
	2		OP			Open Porch	216	6,435	1994		A+2	GD		86		5,534
	3		MA			Main Living Area	450	40,589	1994		A+2	GD		86		34,907
	4		MA			Main Living Area	324	29,223	1994		A+2	GD		86		25,132
	5		SP			Screen Porch	224	7,560	1994		A+2	GD		86		6,502
	6		WD			Wood Deck	862	12,671	1994		A+2	GD		86		10,897
	7		BAU			Basement Unfinished	926		1994		A+2	GD		86		

Entrances

Revisit:  
Reason:  
Appr Date Code Rev2

Building Permit

Date Permit # Permit \$ CO Date Flg

HSF: 4,051 TSF: 9,169 527,776 Total: 453,888

PAR ID: 15003224101

Map #: I11B 0 26

JURIS CD: 15 SOUTH CLINTON  
S01 CLINTON SCHOOL DISTRICT

C02 CLINTON CITY TAX  
G01 SAMPSON COUNTY

Route #: 61000

PIN #: 1485.20-91-6344

SAMPSON CO, NC - Property Card

Printed: 02/01/22 Card: 1 of 1 Appraiser: MRW

Ownership: 606940

SITUS:

LEE, MARSHALL T.  
LEE, JOAN M.  
319 FOX LAKE DR  
CLINTON NC 28328

319 FOX LAKE DR

Deeded Acres: 0  
Legal Description:  
319 Fox Lake Dr

Subd:

Nbhd: P Paved Road

Parcel: G good

Sale Dt I S Price Db/Pa Valid. Code

Fronting: 04/29/92 D 38,000 1139/37

Location: No Valid Sale

Parking:

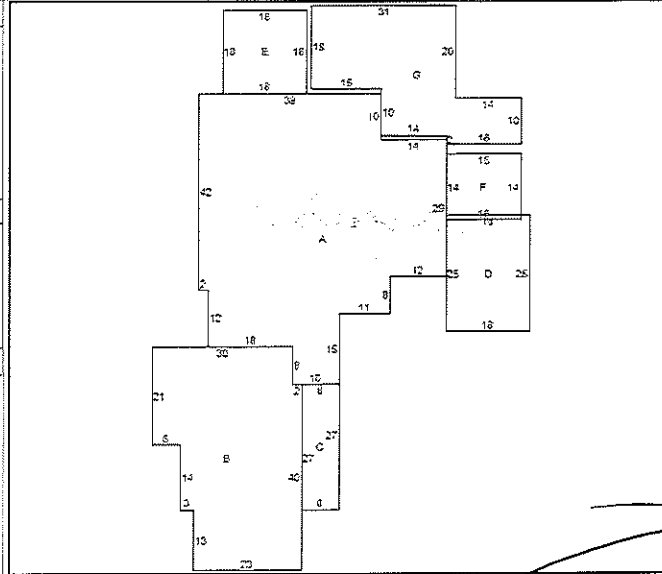
Utility: A all available;

Zoning:

Sketch Vectors

Vector

A00CR10U15R11U8R12U29L14U10L39D42R2D12R18D8  
A01CU8L30D21R6D14R3D13R23U40L2 A02R2CD27R8U27L8 A03R33U11CR18U25L18D25  
A04U62L15CR18U18L18D18 A05R10U15R11U8R12U12CU14R16D14L16  
A06R10U15R11U8R12U28CU2L14U10L15U18R31D20R14D10L16



ID Code	Description	Area
A	MAIN BUILDING	2521
B	ATTACHED FINISHED GARAGE/MA...	1319
C	OPEN PORCH	216
D	MAIN LIVING AREA	450
E	MAIN LIVING AREA	324
F	SCREEN PORCH	224
G	WOOD DECK	862
H	BASEMENT UNFINISHED	926

Improvement Description: R1 contemporary

Assessment: 2021

Story: 1.5      FP Stacks: 1      Bsmt: crawl      Phys Cond: G      % Complete:

Class: single family      Openings: 1      BSMT Gar:      CDU: GD      Grade: A+2

Ext Wall: stone      Prefab FP:      Attic: no attic/unfinis      Over Depr Tb:      C&D Fact:

Yr Blt: 1994      Rooms: 9      Baths: 45      Frct Dep %:      C&D Desc:

Eff Year: 1993      Bedrooms: 4      Hall:      Frct Desc:      TV/SF 144.64

Heating: heat pump      Unfin Area:      Extra Fixt:      Econ Dep%:      SP/SF 8.83

Fuel: elec      Fin Bsmt Area:      Misc 1:      Econ Desc:      RCN/SF 167.56

System: heat and a/c      Rec Room Area:      Misc 2:      N-Fact:      RCNLD/SF 130.70

Method: COST APPROACH

Land: \$60,000      Excluded:

BLDG: \$562,392      Ag Use:

Market: \$622,392      SWF:

Deferred: \$0

Exempt: \$0

Taxable: \$622,392

D	L	W	E	L	L	A	D	D	N	S	L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EffYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD
											0					Contemporary	2,521	527,163	1994	1993	A+2	GD		78		411,187
											1	FG	FGH			Attached Finished Gar	1,319	76,828	1994	1993	A+2	GD		78		59,926
											2	OP				Open Porch	216	6,579	1994	1993	A+2	GD		78		5,132
											3	MA				Main Living Area	450	43,120	1994	1993	A+2	GD		78		33,634
											4	MA				Main Living Area	324	31,350	1994	1993	A+2	GD		78		24,453
											5	SP				Screen Porch	224	7,647	1994	1993	A+2	GD		78		5,965
											6	WD				Wood Deck	862	12,688	1994	1993	A+2	GD		78		9,897
											7	BAU				Basement Unfinished	926	15,639	1994	1993	A+2	GD		78		12,198

Entrances

Revisit:  
Reason:

Appr Date Code Rev2

Building Permit

Date Permit # Permit \$ CO Date Flg

HSF: 4,303 TSF: 9,422 721,014 Total: 562,392

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

09828

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 Derek + Janean Godwin in Main View Township, Sampson County, for the year(s) and in the amount(s) of: 14037804503

YEAR	
<u>2020</u>	\$ <u>2269.20</u>
<u>2021</u>	\$ <u>2269.20</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>4538.40</u>

62  
Bulk barns sold in  
2019-  
Reported 01/2022

These taxes were assessed through clerical error as follows.

601 - County Tax 4092.00  
 School Tax \_\_\_\_\_  
F06 - Fire Tax 446.40  
 City Tax \_\_\_\_\_  
 TOTAL \$ 4538.40

Yours very truly

\* Derek J. Godwin  
Taxpayer

Mailing Address.

Derek Godwin  
5855 Timothy Rd  
Dunn, NC 28334

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

RECOMMEND APPROVAL

Jim Johnson  
Sampson County Tax Administrator

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

Country Boys Auction & Realty

PO BOX 1903  
1211 WEST 5TH STREET  
Washington, NC 27689

Phone: 252-946-6007 Fax: 252-946-0460

CO #	2583
Date:	2/25/2019
Page:	1

Consignor

Hendren, Redwine / Derek Godwin

Auction: Jason Hendren / Derek Godwin

Lot#	Lot#	Date	Transaction Description	Amount
1001	Bush Hog 7' cutter	2/20/2019	Invoice Sale Price (Qty=1) #20 - James H Bass Farms, Bass, James	350.00
1002	6' disc	2/20/2019	Invoice Sale Price (Qty=1) #30 - James H Bass Farms, Bass, James	400.00
1003	JD 5 bottom treading plow	2/20/2019	Invoice Sale Price (Qty=1) #59 - Bailey, Larry	80.00
1004	JD 6' bush hog	2/20/2019	Invoice Sale Price (Qty=1) #105 - Turk, Douglas	130.00
1005	6 row old style header	2/20/2019	Invoice Sale Price (Qty=1) #23 - Cozzens, Donald	110.00
1006	KMC 4 rowing cult mixing parts	2/20/2019	Invoice Sale Price (Qty=1) #121 - Glover, Robert	290.00
1007	International 9 row disc harrow	2/20/2019	Invoice Sale Price (Qty=1) #91 - Koeniggy Family Farms, Koeniggy, Daniel	170.00
1008	Harden ditch bank cutter	2/20/2019	Invoice Sale Price (Qty=1) #143 - Dardens, Ramble	1,050.00
1009	Harden ditch bank cutter	2/20/2019	Invoice Sale Price (Qty=1) #118 - Duren, John	650.00
1010	Frontal 4 row tillage	2/20/2019	Invoice Sale Price (Qty=1) #179 - Davis, Spencer	250.00
1011	Peared 4 row tillage	2/20/2019	Invoice Sale Price (Qty=1) #179 - Davis, Spencer	100.00
1012	11 line chisel plow	2/20/2019	Invoice Sale Price (Qty=1) #103 - Lee Trust LLC dba BP Lee Farms, Lee, Monroe	400.00
1013	Harden sprayer	2/20/2019	Invoice Sale Price (Qty=1) #54 - Thomas, Steven	1,000.00
1014	KSHay by rigg without disc spreaders	2/20/2019	Invoice Sale Price (Qty=1) #153 - Cozzens, Donald	2,100.00
1015	KMC 4 row ripper header	2/20/2019	Invoice Sale Price (Qty=1) #59 - Bailey, Larry	390.00
1016	KMC 8 row ripper with blades	2/20/2019	Invoice Sale Price (Qty=1) #184 - Hamer, Jeremy	11,000.00
1017	KMC 8 row stock fold Holland transplanter	2/20/2019	Invoice Sale Price (Qty=1) #221 - Glover, Robert	3,300.00

Country Boys Auction & Realty

PO BOX 1903  
1211 WEST 5TH STREET  
Washington, NC 27689

Phone: 252-946-6007 Fax: 252-946-0460

CO #:	2583
Date:	2/25/2019
Page:	2

Lot#	Lot#	Date	Transaction Description	Amount
1018	KMC 8 row rolling cultivator mixing parts	2/20/2019	Invoice Sale Price (Qty=1) #91 - Koeniggy Family Farms, Koeniggy, Daniel	6,200.00
1019	KMC 8 row rolling cultivator with PP Ferilizer	2/20/2019	Invoice Sale Price (Qty=1) #123 - Glover, Robert	13,500.00
1020	KMC 8 row incorporator	2/20/2019	Invoice Sale Price (Qty=1) #170 - Maylor, Robert	4,300.00
1021	KMC 8 row incorporator	2/20/2019	Invoice Sale Price (Qty=1) #240 - Jackson Farming Company of AukyAb, Jackson, William	2,500.00
1022	Unswath 6 row flip sub A48750228	2/20/2019	Invoice Sale Price (Qty=1) #117 - Buchanan, Travis	4,500.00
1023	JD 6 row planter ser# A01709230373	2/20/2019	Invoice Sale Price (Qty=1) #117 - Buchanan, Travis	4,500.00
1024	Krause TL 5208-87 soil cultivator	2/20/2019	Invoice Sale Price (Qty=1) #55 - Thomas, Steven	14,500.00
1025	JD 28 637 disc ser# R0637014375	2/20/2019	Invoice Sale Price (Qty=1) #142 - Gillin AG LLC, Gillin, Shawn	6,500.00
1026	JD 28 637 disc ser# R0637014471	2/20/2019	Invoice Sale Price (Qty=1) #102 - Bailey, Timmy	4,250.00
1027	JD 15X 14 bush hog ser# R03900150	2/20/2019	Invoice Sale Price (Qty=1) #251 - King, Anthony	4,000.00
1028	KMC 8 row sugar beets	2/20/2019	Invoice Sale Price (Qty=1) #231 - McCleary Farms Inc, McCleary, John	2,900.00
1029	JD 1730 15 row planter ser# A017409235146	2/20/2019	Invoice Sale Price (Qty=1) #58 - Satter, Kenneth	25,000.00
1030	JD 1816 bush hog	2/20/2019	Invoice Sale Price (Qty=1) #151 - Ramsey, Dennis	3,500.00
1031	Agri Cult ss fertilizer	2/20/2019	Invoice Sale Price (Qty=1) #78 - Ray, Ricky	9,500.00
1032	Armas Irrigation reel ser# 550262	2/20/2019	Invoice Sale Price (Qty=1) #151 - Bamford, Pamela	19,000.00
1033	Unswath 14' mold cultivator	2/20/2019	Invoice Sale Price (Qty=1) #103 - Lee Trust LLC dba BP Lee Farms, Lee, Monroe	2,700.00
1034	Agri Cult Front Spreader	2/20/2019	Invoice Sale Price (Qty=1) #209 - Daniels, Charles	1,200.00
1035	JD 1418 bush hog	2/20/2019	Invoice Sale Price (Qty=1) #59 - Bailey, Larry	480.00
1036	JD 4930 w/flow loader spreader body	2/20/2019	Invoice Sale Price (Qty=1) #51 - Jackson, Miles	59,000.00
1037	JD 6516 combine	2/20/2019	Invoice Sale Price (Qty=1) #119 - Gardner, Adam	9,500.00
1038	JD 620F grain platform	2/20/2019	Invoice Sale Price (Qty=1) #119 - Gardner, Adam	9,500.00

(lines 1063-1123)

Lot	Land	Date	Transaction Description	Amount
1083	Taylor 10 box 3 phase	2/20/2019	Invoice Sale Price (Qty=1) #60 - Gordon, Michael	2,000.00
1084	Taylor 10 box 3 phase	2/20/2019	Invoice Sale Price (Qty=1) #59 - Gordon, Michael	2,000.00
1085	Taylor 10 box 3 phase	2/20/2019	Invoice Sale Price (Qty=1) #60 - Gordon, Michael	2,000.00
1086	Taylor 10 box 3 phase	2/20/2019	Invoice Sale Price (Qty=1) #59 - Gordon, Michael	2,000.00
1087	Taylor 10 box 3 phase	2/20/2019	Invoice Sale Price (Qty=1) #59 - Gordon, Michael	2,000.00
1088	Taylor 10 box 3 phase	2/20/2019	Invoice Sale Price (Qty=1) #59 - Gordon, Michael	2,000.00
1089	Taylor 10 box 3 phase	2/20/2019	Invoice Sale Price (Qty=1) #221 - Overton, Rex	2,000.00
1090	Taylor 10 box 3 phase	2/20/2019	Invoice Sale Price (Qty=1) #58 - Gordon, Michael	2,000.00
1091	Taylor 10 box 3 phase	2/20/2019	Invoice Sale Price (Qty=1) #51 - Jackson, Miles	1,800.00
1092	Taylor 8 box 3 phase	2/20/2019	Invoice Sale Price (Qty=1) #225 - Overton, Rex	2,000.00
1093	Taylor 8 box 3 phase	2/20/2019	Invoice Sale Price (Qty=1) #225 - Overton, Rex	2,000.00
1094	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #51 - Jackson, Miles	4,100.00
1095	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #245 - Sanderson, Robert	1,800.00
1096	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #245 - Sanderson, Robert	1,800.00
1097	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #219 - Cobb, Clifford	1,100.00
1098	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #181 - Murray, Donnie	2,000.00
1099	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #181 - Murray, Donnie	2,800.00
1100	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #73 - Whitte, Randall	2,900.00
1101	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #51 - Jackson, Miles	2,800.00
1102	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #51 - Jackson, Miles	4,100.00
1103	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #51 - Jackson, Miles	2,800.00
1104	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #51 - Jackson, Miles	2,800.00

Lot	Land	Date	Transaction Description	Amount
1105	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #246 - Sanderson, Robert	1,800.00
1106	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #144 - EC Pope Farms LLC, Pope, Edward	2,100.00
1107	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #161 - Murray, Donnie	1,800.00
1108	Taylor 8 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #246 - Sanderson, Robert	2,100.00
1109	Taylor 8 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #242 - Hyatt, David	2,000.00
1110	Taylor 8 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #242 - Hyatt, David	2,000.00
1111	Taylor 8 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #246 - Sanderson, Robert	2,000.00
1112	Taylor 8 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #148 - Cameron, Derek	1,800.00
1113	Taylor 8 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #246 - Sanderson, Robert	2,100.00
1114	Taylor 8 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #246 - Sanderson, Robert	2,100.00
1115	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #144 - EC Pope Farms LLC, Pope, Edward	3,300.00
1116	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #61 - Whitfield, Garrett	8,200.00
1117	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #68 - Whitfield, Garrett	8,200.00
1118	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #68 - Whitfield, Garrett	8,200.00
1119	Taylor 8 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #148 - Cameron, Derek	2,000.00
1120	Taylor 8 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #148 - Cameron, Derek	2,000.00
1121	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #51 - Jackson, Miles	2,800.00
1122	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #219 - Cobb, Clifford	1,100.00
1123	Taylor 10 box single phase	2/20/2019	Invoice Sale Price (Qty=1) #51 - Jackson, Miles	2,800.00
1124	CTS 2 row tobacco harvester	2/20/2019	Invoice Sale Price (Qty=1) #180 - Mills, Timothy	15,000.00
1125	Power 2 row tobacco harvester	2/20/2019	Invoice Sale Price (Qty=1) #215 - Harrell, David	7,500.00
1126	ID 318 SG Backhoe	2/20/2019	Invoice Sale Price (Qty=1) #189 - Lee Trust LLC aka MP Lee Farms, Leo, Monroe	42,000.00

Country Boys Auction & Realty  
 PO BOX 1803  
 1211 WEST 5TH STREET  
 Washington, NC 27889

Phone: 252-946-6007 Fax: 252-946-0460

CO #:	2583
Date:	2/25/2019
Page:	9

Country Boys Auction & Realty  
 PO BOX 1803  
 1211 WEST 5TH STREET  
 Washington, NC 27889

Phone: 252-946-6007 Fax: 252-946-0460

CO #:	2583
Date:	2/25/2019
Page:	10

Lot#	Lot#	Date	Transaction Description	Amount
1166	JD 6000 salvage	2/20/2019	Invoice Sale Price(City=1) #17 - Jackson, Cory	1,000.00
1167	International Disc	2/20/2019	Invoice Sale Price(City=1) #213 - Colley, John	800.00
1168	JD 210 disc	2/20/2019	Invoice Sale Price(City=1) #83 - Douglas, Donald	150.00
1169	JD 6000 salvage	2/20/2019	Invoice Sale Price(City=1) #17 - Jackson, Cory	800.00
1170	JD 6000 salvage	2/20/2019	Invoice Sale Price(City=1) #17 - Jackson, Cory	1,000.00
1171	Greenhouse on Core farm	2/22/2019	Invoice Sale Price(City=1) #228 - Moser & Coe Farms Inc.	12,000.00
1172	Greenhouse on Core farm	2/22/2019	Invoice Sale Price(City=1) #228 - Moser & Coe Farms Inc.	12,000.00
1173	1989 Chev 4 dr 4wd 155,393 miles vin# 1G06A2R22R014528	2/20/2019	Invoice Sale Price(City=1) #145 - Assante-Laurea, Bernardino	2,500.00
1174	Granville dry tobacco picking box	2/20/2019	Invoice Sale Price(City=1) #85 - Tam, Willie	9,500.00
1175	Granville dry tobacco baller	2/20/2019	Invoice Sale Price(City=1) #85 - Tam, Willie	9,500.00
1176	Granville tobacco loading system	2/20/2019	Invoice Sale Price(City=1) #91 - Kenney Family Farms, Kenney, Daniel	25,000.00
1177	1989 Camaro 101,198 miles vin# 2G1FP3261210327202010	2/20/2019	Invoice Sale Price(City=1) #54 - Gatalo, Derek	3,800.00
1178	2002 Nissan Coda 152,472 miles vin# 2G110015633322012010	2/20/2019	Invoice Sale Price(City=1) #92 - Singleton, Frank	1,200.00
1179	Shickel Brothers dual baling system	2/20/2019	Invoice Sale Price(City=1) #219 - Cobb, Clifford	750.00
1180	2 - Taylor box loading frame	2/20/2019	Invoice Sale Price(City=1) #183 - Cameron, Derek	50.00

Total Quantity:	150.00
Total Invoice Sale Price:	991,530.00
Total Commission:	( 45,861.20)
Total Due to Consignor:	945,668.80
Total Payments:	0.00
Balance:	\$945,668.80

Positive Balance, Monies Owed to Consignor  
 No Inventory remains for this consignment order

COMMISSION SETTINGS

Calculate Commission By: Consignment Order  
 Commission Structure Type: Fixed

Any Amount \$45,861.20

PAR ID: 14037804503

Map #:

JURIS CD: 14 PLAIN VIEW  
G01 SAMPSON COUNTY

F06 PLAIN VIEW FIRE DISTRICT

Route #: 1300

PIN #: 1544

SAMPSON CO, NC - Property Card

Printed: 02/22/22 Card: 1 of 1

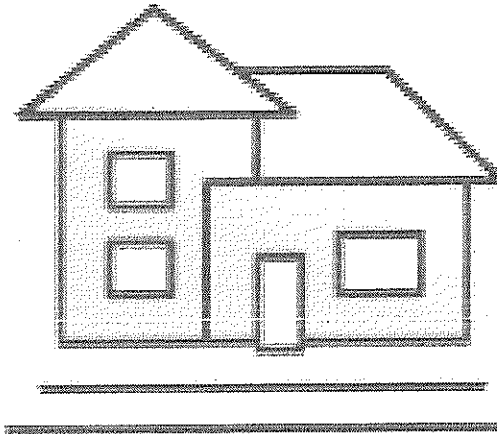
Appraiser: MRW

<b>Land Description:</b>		<b>LUC:</b> E	<b>NBHD:</b> P Paved Road		
<b>N-Fact:</b>	<b>Topo1:</b> level	<b>Topo3:</b>	<b>Road 1:</b>		
<b>Zoning:</b>	<b>Topo2:</b> level	<b>Traffic:</b>	<b>Road 2:</b>		
<b>L#</b>	<b>Typ</b>	<b>Code</b>	<b>Desc</b>	<b>Size</b>	<b>BaseRate Adj AdjRate Value</b>
<b>Total Parcel Size:</b> AC      Rate/AC      Value      0					

Ag Use	LN	Soil	Acres	Rate	Value
Value					

**Comments:**

- | # | Comment  |
|---|--|
| 1 | On Leana A. Godwin Property 1544-64-75186 Bb Taken Off Listed By Leasing   |
| 2 | Co Bldgs On This Parcel Located At 6009 Timothy Rd On Parcel 14-0381040-03 |
| 3 | (Father Of Derek Godwin)   |



Sorry, no photo available  
for this record

<b>OB&amp;Y</b>																
L#	Code	Yr Blt	Eff Yr	W x L	Area	Grd	Units	Mod Cd	Rate	Ovrd Rte	RCN	Cnd	Funct	%Cmp	%Gd	RCNLD
1	36	Metal Building	1950	x	1,920	D	1		13.56	13.56	26,035	F				7,811
2	33	Lean To Or Attach	1950	x	1,728	D	1		2.63	2.63	4,545	F				1,354
3	01	Barn	1950	x	1,024	D	1		6.58	6.58	6,738	F				2,021
4	46	Pole Shed	2001	x	5,600	B	1		4.60	4.60	25,760	F				11,850
5	02	Bulk Barn	1997	x		C	1		.00			F				248,000
6	29	Residential Greenh	2007	30 x 300	9,000	C	3		2.50	2.50	67,500	F				43,200
7	83	Labor Camp	2006	x	720	C	1		24.00	24.00	17,260	F				11,576
8	57	Shop	2009	x	8,000	C	1		15.13	15.13	121,040	F				84,728
9	56	Open Shelter	2009	x	4,000	C	1		4.70	4.70	18,800	F				13,160





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 Francisco Services Facility in South River Township, Sampson County, for the year(s) and in the amount(s) of: Acct# 208060

Year		
<u>2021</u>	\$	<u>509.85</u>
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
Total Release/Adjustment	\$	_____

<u>001</u>	County Tax	\$ <u>247.50</u>	<u>L 24.75</u>
	School Tax	\$ _____	
	Fire Tax	\$ _____	
<u>004</u>	City Tax	\$ <u>216.00</u>	<u>L 21.60</u>
	Total	\$ <u>509.85</u>	

The taxes were assessed through clerical error or an illegal tax as follows:

Housing immigrants but not rental property  
Business discovery in error

Taxpayer: X Francisco Valdez, JR

Tax Administrator: [Signature]

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

Year	<u>2021</u>	\$ <u>330.61</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ _____

<u>G02</u> County Tax	\$ <u>298.09</u>
School Tax	\$ _____
<u>F06</u> Fire Tax	\$ <u>32.52</u>
City Tax	\$ _____
Total	\$ <u>330.61</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Motor Vehicle was registered in Ohio during this time - No Gap

Taxpayer: Bryan Rhoads

Tax Administrator: Joni Hunter

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

Year	<u>2021</u>	\$ <u>101.14</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ <u>101.14</u>
	<u>G02</u> County Tax	\$ <u>91.19</u>
	School Tax	\$ _____
	<u>F06</u> Fire Tax	\$ <u>9.95</u>
	City Tax	\$ _____
	Total	\$ <u>101.14</u>

The taxes were assessed through clerical error or an illegal tax as follows:

motor vehicle was registered in Ohio during this time - NO GAP

Taxpayer: Patricia Rhoads

Tax Administrator: Jane Janner

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

Year	<u>2021</u>	\$ <u>287.14</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ <u>287.14</u>

<u>G02</u>	County Tax	\$ <u>264.68</u>
	School Tax	\$ _____
<u>F08</u>	Fire Tax	\$ <u>22.46</u>
	City Tax	\$ _____
	Total	\$ <u>287.14</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Vehicle registered in Nevada and Oklahoma. No GAP bill  
Acct #: 210850

Taxpayer: Bradley Robert Brooks

Tax Administrator: Jan Johnson

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 Donnie Rupert Fann Jr in 99- GAP Township, Sampson County, for the year(s) and in the amount(s) of:

Year	<u>2021</u>	\$ <u>416.05</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ <u>416.05</u>

<u>Co2</u> County Tax	\$ <u>322.19</u>
School Tax	\$ _____
<u>F15</u> Fire Tax	\$ <u>38.86</u>
City Tax	\$ _____
Total	\$ <u>416.05</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Billed for 48 month vehicle was tag in Arizona since 2017 thru 9/14/2021.

Taxpayer: Donnie Rupert Fann Jr

Tax Administrator: Jin Jhun

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: Sheriff Jimmy Thornton

1-Feb-22

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2021-2022

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243100-581000	Transfer to State Agency (Weapon)	22,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-404115	Concealed Weapons Fee	22,000.00	

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

Due to an influx of concealed carry permits being processed at a higher than normal rate

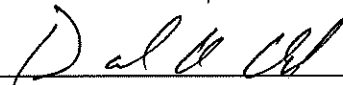


\_\_\_\_\_  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

2/28, 2022

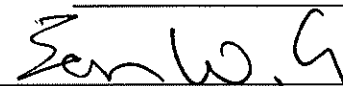


\_\_\_\_\_  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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



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

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

Feb. 09, 2022

FROM: Dana Hall, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2021-2022

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558680-544000	SENIOR CENTER - CONTRACTED SERVICES	\$ 9,918.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035868-403601	SENIOR CENTER - MID CAROLINA GRANT	\$ 9,918.00	

2. Reason(s) for the above request is/are as follows:  
TO BUDGET GRANT/ REIMBURSEMENT FOR FLOOR REPAIRS / REPLACEMENT  
AT THE SENIOR CENTER

Dana Hall  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

2/28, 2022  
Dana Hall  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
Ernest W. C.  
(County Manager & Budget Officer)

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



**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

02/14/22

FROM: Brad Hardison

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

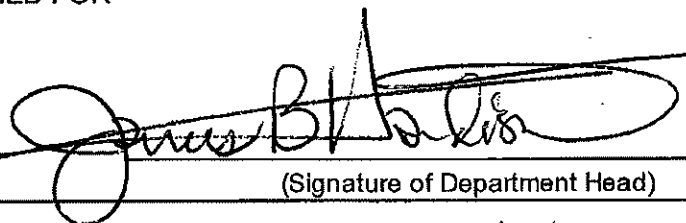
SUBJECT: Budget Amendment for Fiscal Year 2021-2022

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04449560-526200	DEPT SUPPLIES		6000.00

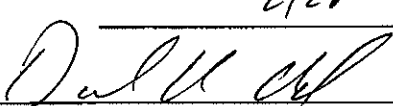
<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04034956-404010	LOCAL FEES LAGOON MANAGEMENT		6,000.00

2. Reason(s) for the above request is/are as follows:  
A GRANT WAS NOT RECEIVED THAT WAS APPLIED FOR

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

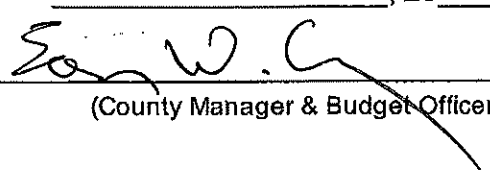
**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_ 2/28, 2022  
  
 \_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: Sheriff Jimmy Thornton

7-Feb-22

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2021-2022

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243100-555000	C/O Other	8,000.00	
11243100-526201	Dept. Supplies CD	41,000.00	
11243100-526200	Dept. Supplies	<del>52,000.00</del> 35,270.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-		<del>85,000.00</del> 84,270.00	

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

- Monies allocated through legislative grant to purchase law enforcement related items per Sheriffs discretion.
- 555000- funds needed to build out the remaining cubicles per quote \$8000
- 526201- funds needed to purchase surveillance equipment/upgrades per quotes \$41000
- 526200- funds to purchase active shooter kits

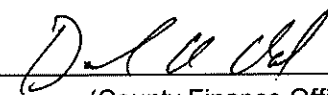


(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

2/28, 2022

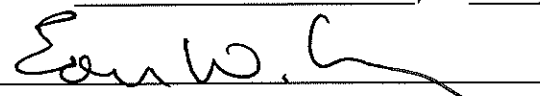


(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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



(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

**FROM:** 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>
11761100-535200	M&R of Equipment	\$5,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11036110-403625	Reimbursement for NC Cardinal Migration NC Cardinal Migration Grant	\$5,000	

2. Reason(s) for the above request is/are as follows:  
NC Cardinal Migration grant will reimburse cost of migration by Mobius.

Kelsey B. Edwards 2/15/22  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

2/28, 2022  
Dan O'Neil  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

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

SUBJECT: Budget Amendment for fiscal year 2021-2022

1. It is requested that the budget for the 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	20,000.00	
11999000-509700	Contingency		20,000.00

<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 budget funds to pay outside counsel in Akers etal vs Sampson County case.

*David K. Clack*

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_  
 2/28/2022

*David K. Clack*

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

*Erin W. Clack*

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

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer  
 SUBJECT: Budget Amendment for fiscal year 2021-2022

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141600-544000	Contracted services	12,600.00	
11999000-509700	Contingency		12,600.00

<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 budget funds to clean and disinfect courtrooms per judge's order. COVID funds are no longer available to pay for this service.

*David K. Clack*

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

2/28/2022

*David K. Clack*

(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

, 20

*Scott W. C.*

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

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

SUBJECT: Budget Amendment for fiscal year 2021-2022

1. It is requested that the budget for the Mental Health Administration be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
115582100-506800	Contribution to mental health admin	20,000.00	
11999000-509700	Contingency		20,000.00

<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 for transportation of patients that require mental health services to appropriate facility.

*David K. Clack*

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

2/28/2022

*David K. Clack*

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

*Sam W. G.*

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

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

**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 Chairperson (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 brief 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.