

SAMPSON COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

April 3, 2023

4:00 pm	Sampson County Cooperative Extension Annual Presentation and Dinner 55 Agriculture Place, Clinton, NC	
6:00 pm	Reconvene Regular Meeting (County Auditorium) Invocation and Pledge of Allegiance Approve Agenda as Published	
Item 1	Planning and Zoning Items	
	a. Proposed Subdivision Ordinance Text Amendment	1-8
Item 2	Public Hearings	
	a. Hwy 24 - Renaming of Roads	9-48
	b. Naming of Private Roads	49-51
Item 3	Action Items	
	a. Award of bids for the rehabilitation of two homes in Group 2 of the 2020 Essential Single Family Rehabilitation Loan Pool (ESFRLP) Program	52-53
	b. Suttontown and Mintz Water System Expansion Project	54-57
	c. New Rules and Regulations and Minimum Standards for Clinton- Sampson Count Airport (CTZ)	58-79
Item 4	Consent Agenda (as Board of Commissioners)	
	a. Approve the minutes from the March 6, 2023 meeting	82-89
	b. Authorize Sampson County DSS Advisory Committee Name Change	90
	c. Approve the Sampson County DSS Cash Management and Segregation of Duties Policy	91-96
	d. Authorize Request to Discard Items from the collections of the Sampson- Clinton Public Library System	97-130

	e.	Authorize a lease of County property between Sampson County and Lynn S. Carr and adopt a resolution authorizing the County Manager to execute a lease agreement on behalf of Sampson County	131-139
	f.	Authorize a lease of County property between Sampson County and James Dennis Lee and Terry M. Raynor and adopt a resolution authorizing the County Manager to execute a lease agreement on behalf of Sampson County	140-150
	g.	Adopt a resolution accepting an offer by Kristal V. Garcia (Valle-Garcia Properties, LLC) to purchase certain real estate and authorizing the Chairman of the Board to execute a warranty deed and any such other documents necessary for the transfer of said property	151-152
	h.	Approve an amendment changing the due date of the previous year's Audit Contract	153-156
	i.	Approve budget amendments as submitted	157-163
	j.	Approve tax refunds and releases as submitted	164-170
	Co	onsent Agenda (as Board of Health)	
	k.	Approve the SCHD Fee/Cpt Code Update	171-172
	1.	Approve the SCHD 2022-2026 Strategic Plan	173-205
Item 5	Co	nsideration of Late Property Tax Exemption	206-211
Item 6	Bo	ard Information	212
	a.	January 23, 2023 - SCHD Health Advisory Committee Minutes	214-215
	b.	February 20, 2023 – Dangerous Dog Appeal Hearing Minutes	216-219
	c.	COVID Kiosk Machine	220
Item 5	Co	unty Manager's Report	
Item 6	Pu	blic Comment Period	

Adjournment

SAMPSON COUNTY BOARD OF COMMISSIONERS				
ITEM ABSTRACT	<u>ITEM NO.</u> 1(a)			
Meeting Date: April 3, 202	Information OnlyxPublic CommentReport/PresentationClosed SessionxAction ItemPlanning/ZoningConsent AgendaWater District Issue			
SUBJECT:	Public Hearing - Subdivision Ordinance Text Amendment			
DEPARTMENT:	Planning and Zoning			
PUBLIC HEARING:	Yes			
CONTACT PERSON(S):	Michelle Lance, Senior Planner			
PURPOSE:	To consider public input on the proposed text amendment of the Subdivision Ordinance			
ATTACHMENTS:	Memo, Planning Board Minutes, Ad, Ordinance Amendment			

BACKGROUND:

The proposed Subdivision Ordinance Text Amendment was reviewed by the Sampson County Planning Board at their March 13, 2023, meeting. Michelle Lance, Senior Planner, provided an overview of the proposed text amendment, which is a proposal to revise the text regarding Section 606(b). The Text Amendment clarifies that major subdivision lots may only be served by internal access streets and may not have frontage along public streets in the NC DOT system. The Text Amendment also provides that minor subdivisions may have no more than five driveways that access an existing public or private street, subject to the driveway and subdivision standards of the NC DOT. In cases where more than five minor subdivision lots will access any one public or private street, one or more shared driveway will be required, such that no more than five driveways access any one street.

The Planning Board voted 3-0 to recommend approval of the Subdivision Ordinance Text Amendment. The recommendation for approval is based off the Planning Board's decision that the text amendment is consistent with the goals and objectives of the Sampson County Land Use Plan. The Planning Board found that the text amendment is in best public interest and recommends approval to the Sampson County Board of Commissioners.

RECOMMENDED ACTION OR MOTION:

Approve the Subdivision Ordinance Text Amendment as recommended.

Sampson County Inspections & Planning Department

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



To: Ed Causey, County Manager

From: Michelle Lance, Senior Planner, CZO

Subject: April 3rd, 2023, Board of Commissioners Meeting

Date: March 15, 2023

SUBDIVISION ORDINANCE TEXT AMENDMENT

The proposed **SUBDIVISION ORDINANCE TEXT AMENDMENT** was reviewed by the Sampson County Planning Board at their March 13, 2023, meeting. Michelle Lance, Senior Planner, provided an overview of the proposed text amendment, which is a proposal to revise the text regarding Section 606(b). The Text Amendment clarifies that major subdivision lots may only be served by internal access streets and may not have frontage along public streets in the NC DOT system. The Text Amendment also provides that minor subdivisions may have no more than five driveways that access an existing public or private street, subject to the driveway and subdivision standards of the NC DOT. In cases where more than five minor subdivision lots will access any one public or private street, one or more shared driveway will be required, such that no more than five driveways access any one street.

The Planning Board voted 3-0 to recommend approval of the Subdivision Ordinance Text Amendment. The recommendation for approval is based off the Planning Board's decision that the text amendment is consistent with the goals and objectives of the Sampson County Land Use Plan. The Planning Board found that the text amendment is in best public interest and recommends approval to the Sampson County Board of Commissioners.

Please contact my office with any questions or comments.

Cc: Stephanie Shannon, Clerk of the Board

attachments

AMENDMENT TO THE SUBDIVISION REGULATIONS, SAMPSON COUNTY, NORTH CAROLINA

WHEREAS, the Sampson County Board of Commissioners duly adopted the Subdivision Regulations of Sampson County, North Carolina on November 1, 2000, and has, from time to time, amended the Ordinance; and

WHEREAS, in order to promote the health, safety, morals, and general welfare of the citizens of Sampson County, the Sampson County Board of Commissioners determines that it is necessary to amend the Subdivision Regulations, Sampson County, North Carolina as more particularly set forth herein below; and

WHEREAS, the Sampson County Board of Commissioners finds that the amendments set forth herein below are consistent with the Sampson County Land Use Plan;

THEREFORE, BE IT ORDAINED that Section 606(b) of the Subdivision Regulations of Sampson County, North Carolina are hereby amended as follows:

Section 606. Access Requirements

- a) All newly created lots and parcels shall have direct access to a public or private street. Multi-family and non-residential lots may be created with access provided to a private parking area.
- b) In instances where newly created lots cannot be practically served by an internal access street (new right of way) and their access comes from an existing public or private street, the lots shall have shared driveway access easements that are a minimum of thirty feet (30 ft.). The casement shall straddle the property line so that there is 15' on each property. The shared driveway is to be considered infrastructure and the subdivider shall either provide documents certifying the construction of the shared casement and a NCDOT Driveway Permit or a Performance Guarantee in its place prior to recording the Final Plat.

Major subdivisions shall be served by one or more internal access streets that are served by a common point of access, subject to the secondary access requirements of Section 608.2 of these Subdivision Regulations. Major subdivision lots shall not have frontage along a public street in the NCDOT road maintenance system.

Minor subdivisions may have up to five (5) driveways that access an existing public or private street, subject to the standards of the NCDOT. In instances where a minor subdivision has more than five (5) lots that access any one (1) public or private street, one or more shared driveway will be required, such that the minor subdivision does not have more than five (5) driveways that access an existing public or private street. The driveway and access provisions of these Subdivision Regulations are intended to establish the maximum allowable number of access points for major or minor subdivision and shall at all times be subject to the driveway and subdivision standards promulgated by NCDOT. In the event that NCDOT determines that fewer driveways and/or access points are necessary in order to prevent undue impairment of safety, mobility, and utility of the highway, NCDOT's determination shall prevail and control.

- c) In instances where newly created lots will be accessed from an internal street, there shall be no direct access from the newly created lot onto an existing public or private right-of-way.
- d) When a subdivision is proposed to connect to an existing adjoining private street that is under separate homeowners/property owner's association ownership, the subdivider must provide documentation that supports the newly created lots having a legal right to be served by the existing private street.
- e) In instances where gates, barriers, and access management systems are used, Sampson County Emergency Services must be provided with all access codes and or keys that they have access to the subdivision.

The above amendment shall become effective upon adoption.

Adopted by the Sampson County Board of Commissioners, the 3rd day of April 2023.

R JEROL KIVETT, Chairman, Sampson County Board of Commissioners

ATTEST:

STEPHANIE P SHANNON, Clerk, Sampson County Board of Commissioners

DENIAL OF TEXT AMENDMENTS TO THE ZONING ORDINANCE, SAMPSON COUNTY, NORTH CAROLINA

WHEREAS, the Sampson County Board of Commissioners duly adopted the Subdivision Regulations of Sampson County, North Carolina on November 1, 2000, and has, from time to time, amended the Ordinance; and

WHEREAS, in order to promote the health, safety, morals, and general welfare of the citizens of Sampson County, the Sampson County Board of Commissioners determines that it is not necessary at this time to amend the Zoning Ordinance, Sampson County, North Carolina as more particularly set forth herein below; and

WHEREAS, the Sampson County Board of Commissioners finds that the amendments set forth herein below are not consistent with the Sampson County Land Use Plan, and that they are not reasonable and in the best public interest;

NOW, THEREFORE IT BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT the application for a text amendment is hereby DENIED

Adopted by the Sampson County Board of Commissioners, the 3rd day of April 2023.

R. JEROL KIVETT, Chairman, Sampson County Board of Commissioners

ATTEST:

STEPHANIE P SHANNON, Clerk, Sampson County Board of Commissioners

Public Notice

Sampson County, North Carolina

Notice is hereby given that a Public Hearing will be held by the Sampson County Board of Commissioners at the County Auditorium located at 437 Rowan Rd., Clinton, NC 28328, on April 3, 2023 at 6:00 p.m., for the purpose of considering the following:

A Text Amendment request by Planning Staff to amend Section 606(b) of the Sampson County Subdivision Ordinance, which sets forth access requirements for major and minor subdivisions. The Text Amendment clarifies that major subdivision lots may only be served by internal access streets and may not have frontage along public streets in the NC DOT system. The Text Amendment also provides that minor subdivisions may have no more than five driveways that access an existing public or private street, subject to the driveway and subdivision standards of the NC DOT. In cases where more than five minor subdivision lots will access any one public or private street, one or more shared driveway will be required, such that no more than five driveways access any one street.

A copy of the proposed Text Amendment is on file at the Sampson County Planning & Zoning Department 405 County Complex Rd. Bldg. B, Clinton, NC 28328 and are available for viewing by all interested citizens.

Publish

<mark>March 22, 2023</mark>

March 29, 2023

Sampson County Planning Department

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

D*R*A*F*T

Minutes of the Sampson County Planning Board



Meeting Date

March 13, 2023

Members Present

Marilyn Brooks Jay Darden Jason Tyndall Members Absent

Houston Crumpler, III Gail Gainey

County Attorney Joel Starling, Senior Planner Michelle Lance, and Planner Debbie Jacobs were also present.

Marilyn Brooks gave the invocation, and Vice Chairman Darden led the Pledge of Allegiance.

Minutes and Written Decision Approved

Vice Chairman Darden asked the Board for a motion to approve the minutes of the February13, 2023 Regular Meeting. Jason Tyndall made a motion that the minutes be approved as presented. The motion was seconded by Marilyn Brooks.

Ayes: Unanimous

Old Business

The Planning Board continued a discussion that it began at its September 2022 Regular Meeting regarding a potential revision to the shared driveway provisions of Section 606(b) of the Subdivision Regulations. Senior Planner Michelle Lance informed the Board that at the request of the Planning Board, the proposed text amendment presented at the February meeting had been revised. The revised Text Amendment now clarifies that major subdivision lots may only be served by internal access streets and may not have frontage along public streets in the NC DOT system and provides that minor subdivisions may have no more than five driveways that access an existing public or private street, subject to the driveway and subdivision standards of the NC DOT. In cases where more than five minor subdivision lots will access any one public or private street, one or more shared driveway will be required, such that no more than five driveways access any one street.

County Attorney Joel Starling informed the Board that the revised proposed text amendment accomplishes what the Planning Board has indicated they would like to do. The main concern of the text amendment is to avoid having more than 5 driveways feeding onto an existing road. The proposed text amendment will provide developers with a specific number and offer clarity, subject to the right of DOT to limit the number of permitted driveways based on the specific circumstances of the proposed development.

Jason Tyndall questioned Mrs. Lance about a subdivision located on Basstown Road where homes are currently being placed as to why they were allowed to have individual driveways.

Mrs. Lance responded that the subdivision he was referring to had been created prior to the Sampson County Subdivision Regulations being adopted and at that time there was no standard. Mrs. Lance also stated that recently from part of the residual parcel a minor subdivision was developed and that the developer was required to do shared driveways.

Tee Sealey, Contractor with JW Sealey presented the Board with an aerial photo of a new minor subdivision where he purchased some lots and began building homes to sell. Mr. Sealey stated that it made no sense to him why a shared driveway be required on a lot of almost an acre. "It's not feasible to us to do it" he stated. Mr Sealey also shared that the lots of the minor subdivision are on two different roads and felt that should be considered.

After Board discussion Vice Chairman Jay Darden called for a vote on the proposed text amendment. Marilyn Brooks made a motion to recommend approval of the proposed text amendment to the Sampson County Subdivision Regulations based on the following zoning consistency statement:

The Sampson County Planning Board finds the proposed text amendment to the Sampson County Subdivision Regulations to be consistent with the goals and objectives of the Sampson County Land Use Plan. The Planning Board finds that the text amendment is in best public interest and recommends approval to the Sampson County Board of Commissioners. The motion was seconded by Jason Tyndall and was unanimously recommended for approval by the Board.

Ayes: Unanimous, 3-0

There being no further business Vice Chairman Darden called for a motion to adjourn. Motion to adjourn was made by Jason Tyndall and seconded by Marilyn Brooks.

Ayes Unanimous, 3-0

The Planning Board adjourned at 6:30 p.m.

Jay Darden, Vice Chairman

Michelle Lance, Secretary

SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM AE	STRACT	ITEM NO.	 2(a)
Meeting Date:	April 3, 2023	Information Only Report/Presentation Action Item Consent Agenda	 Public Comment Closed Session Planning/Zoning Water District Issue

SUBJECT:	Public Hearing - Renaming of Roads Along Hwy 24		
DEPARTMENT: PUBLIC HEARING:	Emergency Services/Administration Yes		
CONTACT PERSON(S):	Jessie Matthews, 911 Addressing Coordinator Rick Sauer, Emergency Management Director		
PURPOSE:	To consider public input on the renaming of roads along Hwy 24		
ATTACHMENTS:	Memo, Ad, Press Release, Current Maps, Proposed Maps, Proposed Address Changes, Summary		

BACKGROUND:

Several years ago, the NCDOT started the planning and subsequent reconstruction of rebuilding Hwy 24 from the City of Clinton west through Roseboro to the Cumberland County line in Autryville. As a result, some roads have been split in two, some roads remain unnamed, and some addresses do not conform to the County's Ordinance and the National Emergency Numbering Association (NENA) guidelines. For the past six months, the County's Road Naming Committee and the County Addressing Coordinator have been working diligently to identify each road and address that has been impacted. The Road Naming Committee has attempted to recommend as few changes as possible to minimize the impact on residents.

We have duly advertised a public hearing to receive comments on the recommendations of the Road Naming Committee regarding the renaming of these roads. The Road Naming Committee recommends the following:

Route #	<u>Previous Name</u>	Proposed Name
SR 1365	Roseboro Hwy	Old NC 24 Hwy
SR 1364	Roseboro Hwy	Bend Rd
SR 1363	Roseboro Hwy	E Dr MLK Jr Blvd Ext
SR 1515 (east of Roseboro)	Roseboro Hwy	E Dr Martin L King Jr Blvd
SR 1515 (west of Roseboro)	Autry Hwy	W Dr Martin L King Jr Blvd
SR 1516	Autry Hwy	Bleacher St
SR 1517	Dunn Rd	Dunn Rd Ext
SR 2007	Autry Hwy	Waco Rd
SR 2006	Autry Hwy	E Williams St
PVT 2006-925	Stage Coach Ln	W Stage Coach Ln

RECOMMENDED ACTION OR MOTION:

Rename the roads as recommended.



MEMORANDUM:

TO:	Ms. Stephanie Shannon, Clerk to the Board		
FROM:	Jessie Matthews, Emergency Services Addressing Coordinator		
DATE:	March 14, 2023		
SUBJECT:	Private Road Name/Public Hearing Request		

The Road Naming Committee members have reviewed the road name changes for the following roads. The Committee's recommendation has been approved by NCDOT and is listed below:

Route #	Previous Name	Proposed Name
SR 1365 SR 1364 SR 1363 SR 1515 (east of Roseboro) SR 1515 (west of Roseboro) SR 1516 SR 1517 SR 2007 SR 2006	Roseboro Hwy Roseboro Hwy Roseboro Hwy Roseboro Hwy Autry Hwy Autry Hwy Dunn Rd Autry Hwy Autry Hwy Autry Hwy	Old NC 24 Hwy Bend Rd E Dr MLK Jr Blvd Ext E Dr Martin L King Jr Blvd W Dr Martin L King Jr Blvd Bleacher St Dunn Rd Ext Waco Rd E Williams St
PVT 2006-925	Stage Coach Ln	W Stage Coach Ln

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







530 Commerce Street I Clinton, NC 28328 OFFICE: (910) 592-8996 I FAX: (910) 592-5383

NOTICE OF PUBLIC HEARING RENAMING OF PRIVATE ROADS

The Sampson County Board of Commissioners will hold a public hearing at 6:00 p.m. (or as soon as possible thereafter) on Monday, April 3, 2023, in the County Auditorium, Sampson County Complex Building A, 437 Rowan Road, Clinton, NC to consider public input on the renaming of the following private roads:

Route #	Previous Name	Proposed Name
SR 1365	Roseboro Hwy	Old NC 24 Hwy
SR 1364	Roseboro Hwy	Bend Rd
SR 1363	Roseboro Hwy	E Dr MLK Jr Blvd Ext
SR 1515 (east of Roseboro)	Roseboro Hwy	E Dr Martin L King Jr Blvd
SR 1515 (west of Roseboro)	Autry Hwy	W Dr Martin L King Jr Blvd
SR 1516	Autry Hwy	Bleacher St
SR 1517	Dunn Rd	Dunn Rd Ext
SR 2007	Autry Hwy	Waco Rd
SR 2006	Autry Hwy	E Williams St
PVT 2006-925	Stage Coach Ln	W Stage Coach Ln

Only those roads listed will be considered at this time.

The Board will also accept written comments until 5:00 p.m. on Monday, April 3, 2023, via email at sshannon@sampsonnc.com or via US Mail to Clerk to the Board, 406 County Complex Road, Building C, Clinton, NC 28328. Written comments submitted by members of the public will be read aloud by the Clerk and provided as part of the meeting minutes.

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



For Immediate Release

Date: 03/08/2023 From: Sampson County Emergency Service

Proposal for Re-Naming of Roads and Change of Addresses on Hwy 24

Several years ago, North Carolina Department of Transportation (DOT) started the planning and subsequent construction of rebuilding Highway 24 from the City of Clinton west through Roseboro to the Cumberland County line in Autryville. As a result, some roads have been split in two, some roads remain unnamed, and some addresses do not conform to the County's Ordinance and the National Emergency Numbering Association (NENA) guidelines.

For the past six months, the County's Road Naming Committee and the County Addressing Coordinator have been working diligently to identify each road and address that has been impacted. A summary of changes along with maps and listings, is available for the public to review and is posted on the County's website (<u>www.sampsonnc.com</u>), County's Facebook page, and the County's Emergency Services Facebook page.

The Road Naming Committee has attempted to recommend as few changes as possible to minimize the impact on the residents. However, some roads will have to be re-named, and some houses and buildings will need to be re-numbered. We understand that this may be inconvenient, but the main priority is for emergency responders to locate and reach residents in a timely and efficient manner in the event of an emergency.

Residents who may be impacted by these changes are encouraged to review the provided documents. The documents were created to help residents understand the proposed changes. If you have any questions after reviewing the documents, please contact Sampson County Emergency Services 911 Addressing at <u>911Addressing@sampsonnc.com</u> or call 910-592-8996.





The Sampson County Board of Commissioners will hold a public hearing on Monday, April 3, 2023, to hear the renaming recommendations. The meeting will be held at 6:00 pm at 437 Rowan Rd., Clinton, NC, in the County Auditorium of the Sampson County Board of Education.

If the recommendations are approved by the Board of Commissioners, Sampson County Emergency Services encourages those who are impacted to ensure your house or business numbers are updated and clearly visible from the roadway for all emergency responders. Please consider notifying all businesses and delivery services of your new address to allow for proper and timely delivery of mail and packages. Sampson County will notify the respective U.S. Post Offices of the address changes.

For residents who are not impacted by any proposed change, this is a good opportunity to check on your house number to ensure it is visible, not blocked, and the numbers have not faded over time. Clearly visible numbers, both during the day and at night, on the roadway and on the structure, can help save time for first responders to locate you in the event of an emergency.

#



SR 1365 - Old NC 24 Hwy

Retain address number, change road name

Maps 1 & 2

Cui	rent Address	Proposed Address
3337	Roseboro Hwy	3337 Old NC 24 Hwy
3395	Roseboro Hwy	3395 Old NC 24 Hwy
3411	Roseboro Hwy	3411 Old NC 24 Hwy
3425	Roseboro Hwy	3425 Old NC 24 Hwy
3461	Roseboro Hwy	3461 Old NC 24 Hwy
3475	Roseboro Hwy	3475 Old NC 24 Hwy
3497	Roseboro Hwy	3497 Old NC 24 Hwy
3520	Roseboro Hwy	3520 Old NC 24 Hwy
3525	Roseboro Hwy	3525 Old NC 24 Hwy
3553	Roseboro Hwy	3553 Old NC 24 Hwy
3554	Roseboro Hwy	3554 Old NC 24 Hwy
3581	Roseboro Hwy	3581 Old NC 24 Hwy
3599	Roseboro Hwy	3599 Old NC 24 Hwy
3617	Roseboro Hwy	3617 Old NC 24 Hwy
3620	Roseboro Hwy	3620 Old NC 24 Hwy
3681	Roseboro Hwy	3681 Old NC 24 Hwy
3686	Roseboro Hwy	3686 Old NC 24 Hwy
3705	Roseboro Hwy	3705 Old NC 24 Hwy
3751	Roseboro Hwy	3751 Old NC 24 Hwy
3753	Roseboro Hwy	3753 Old NC 24 Hwy
3755	Roseboro Hwy	3755 Old NC 24 Hwy
3758	Roseboro Hwy	3758 Old NC 24 Hwy
3760	Roseboro Hwy	3760 Old NC 24 Hwy
3762	Roseboro Hwy	3762 Old NC 24 Hwy
	Roseboro Hwy	3791 Old NC 24 Hwy
	Roseboro Hwy	3844 Old NC 24 Hwy
	Roseboro Hwy	3891 Old NC 24 Hwy
	Roseboro Hwy	3900 Old NC 24 Hwy
	Roseboro Hwy	3901 Old NC 24 Hwy
	Roseboro Hwy	3923 Old NC 24 Hwy
	Roseboro Hwy	3950 Old NC 24 Hwy
	Roseboro Hwy	3953 Old NC 24 Hwy
	Roseboro Hwy	3960 Old NC 24 Hwy
	Roseboro Hwy	3983 Old NC 24 Hwy
	Roseboro Hwy	3988 Old NC 24 Hwy
	Roseboro Hwy	4000 Old NC 24 Hwy
	Roseboro Hwy	4021 Old NC 24 Hwy
	Roseboro Hwy	4026 Old NC 24 Hwy
	Roseboro Hwy	4029 Old NC 24 Hwy
	Roseboro Hwy	4045 Old NC 24 Hwy
	Roseboro Hwy	4074 Old NC 24 Hwy
4120	Roseboro Hwy	4120 Old NC 24 Hwy

SR 1364 - Bend Rd

Retain address numbers, change road name

Maps 3 & 4

Proposed Address
7505 Bend Rd
7509 Bend Rd
7615 Bend Rd
7677 Bend Rd
7697 Bend Rd
7720 Bend Rd
7730 Bend Rd
7744 Bend Rd
7745 Bend Rd
7756 Bend Rd
7766 Bend Rd
7771 Bend Rd
7781 Bend Rd
7785 Bend Rd
7786 Bend Rd
7800 Bend Rd
7801 Bend Rd
7825 Bend Rd
7868 Bend Rd
7879 Bend Rd
7900 Bend Rd
7930 Bend Rd
7948 Bend Rd
7955 Bend Rd
7965 Bend Rd
7980 Bend Rd
7983 Bend Rd

SR 1363 - E Dr MLK Jr Blvd Ext

Address number and road name change Maps 5 & 6

Current Address

10171 Roseboro Hwy

Proposed Address

22 E Dr MLK Jr Blvd Ext

SR 1515 - E of Roseboro

Address number and road name change

Maps 5 & 7

Previous Address

10424 Roseboro Hwy 10463 Roseboro Hwy 10501 Roseboro Hwy 10520 Roseboro Hwy 10525 Roseboro Hwy 10551 Roseboro Hwy 10628 Roseboro Hwy 10696 Roseboro Hwy

Proposed Address

983 E Dr Martin L King Jr Blvd 944 E Dr Martin L King Jr Blvd 904 E Dr Martin L King Jr Blvd 889 E Dr Martin L King Jr Blvd 882 E Dr Martin L King Jr Blvd 856 E Dr Martin L King Jr Blvd 703 E Dr Martin L King Jr Blvd 609 E Dr Martin L King Jr Blvd

SR 1515 - W of Roseboro

Retain address number, change road name

Maps 8 & 9

Current Address

976 Autry Hwy 994 Autry Hwy 1012 Autry Hwy 1023 Autry Hwy 1123 Autry Hwy 1144 Autry Hwy 1181 Autry Hwy 1212 Autry Hwy 1228 Autry Hwy 1240 Autry Hwy 1255 Autry Hwy 1290 Autry Hwy 1335 Autry Hwy 1360 Autry Hwy 1381 Autry Hwy 1551 Autry Hwy 1581 Autry Hwy 1601 Autry Hwy 1621 Autry Hwy 1651 Autry Hwy 1691 Autry Hwy 1765 Autry Hwy 1795 Autry Hwy

Proposed Address

976 W Dr Martin L King Jr Blvd 994 W Dr Martin L King Jr Blvd 1012 W Dr Martin L King Jr Blvd 1023 W Dr Martin L King Jr Blvd 1123 W Dr Martin L King Jr Blvd 1144 W Dr Martin L King Jr Blvd 1181 W Dr Martin L King Jr Blvd 1212 W Dr Martin L King Jr Blvd 1228 W Dr Martin L King Jr Blvd 1240 W Dr Martin L King Jr Blvd 1255 W Dr Martin L King Jr Blvd 1290 W Dr Martin L King Jr Blvd 1335 W Dr Martin L King Jr Blvd 1360 W Dr Martin L King Jr Blvd 1381 W Dr Martin L King Jr Blvd 1551 W Dr Martin L King Jr Blvd 1581 W Dr Martin L King Jr Blvd 1601 W Dr Martin L King Jr Blvd 1621 W Dr Martin L King Jr Blvd 1651 W Dr Martin L King Jr Blvd 1691 W Dr Martin L King Jr Blvd 1765 W Dr Martin L King Jr Blvd 1795 W Dr Martin L King Jr Blvd

SR 1516 - Bleacher St

Address number and road name change Maps 8 & 10

Current Address

1935 Autry Hwy 1939 Autry Hwy

Proposed Address

91 Bleacher St 95 Bleacher St

SR 1517 - Dunn Rd Ext

Address number and road name change Maps 11 & 12

Current Address

86 Dunn Rd 118 Dunn Rd

Proposed Address

111 Dunn Rd Ext 77 Dunn Rd Ext

SR 2006 - E Williams St

Address number and road name change Maps 15 & 16

Current Address Proposed Address 7157 Autry Hwy 1036 E Williams St 7159 Autry Hwy 1038 E Williams St 7188 Autry Hwy 1015 E Williams St 7222 Autry Hwy 987 E Williams St 7251 Autry Hwy 952 E Williams St 7252 Autry Hwy 953 E Williams St 7263 Autry Hwy 934 E Williams St 7283 Autry Hwy 916 E Williams St 7340 Autry Hwy 869 E Williams St 7355 Autry Hwy* 844 E Williams St 7375 Autry Hwy* 824 E Williams St 7445 Autry Hwy 756 E Williams St 7460 Autry Hwy 745 E Williams St 7560 Autry Hwy 619 E Williams St

*Annexed by Town of Autryville. Proposed changes would be completed by the Town of Autryville.

PVT 2006-1031 E Stage Coach Ln

Retain address numbers, change road name Maps 15 & 17

Current Address

Proposed Address

65 Stage Coach Ln*67 Stage Coach Ln*

- e
- 91 Stage Coach Ln*

65 E Stage Coach Ln67 E Stage Coach Ln91 E Stage Coach Ln

*Annexed by Town of Autryville. Proposed changes would be completed by the Town of Autryville.

PVT 2006-925 W Stage Coach Ln

Address number and road name change Maps 15 & 17

Current Address

264 Stage Coach Ln284 Stage Coach Ln288 Stage Coach Ln349 Stage Coach Ln351 Stage Coach Ln

Proposed Address

153 W Stage Coach Ln127 W Stage Coach Ln131 W Stage Coach Ln62 W Stage Coach Ln60 W Stage Coach Ln

NC 24 - Autry Hwy

Address changes resulting from different driveways

Current Address

2519 Autry Hwy 4771 Autry Hwy 4980 Autry Hwy 5743 Autry Hwy

Proposed Address

2903 Microwave Tower Rd 39 Horseshoe Rd 40 Jake Ln 46 Aunt Janie Ln

Roseboro Hwy

Address changes due to different driveway

Current Address

2344 Roseboro Hwy5656 Roseboro Hwy8193 Roseboro Hwy8265 Roseboro Hwy

Proposed Address

2406 Roseboro Hwy37 Bennett Ln188 Underwood St230 Underwood St

NC 24 - ROSEBORO HWY

Address changes, retain road name Revised March 23, 2023

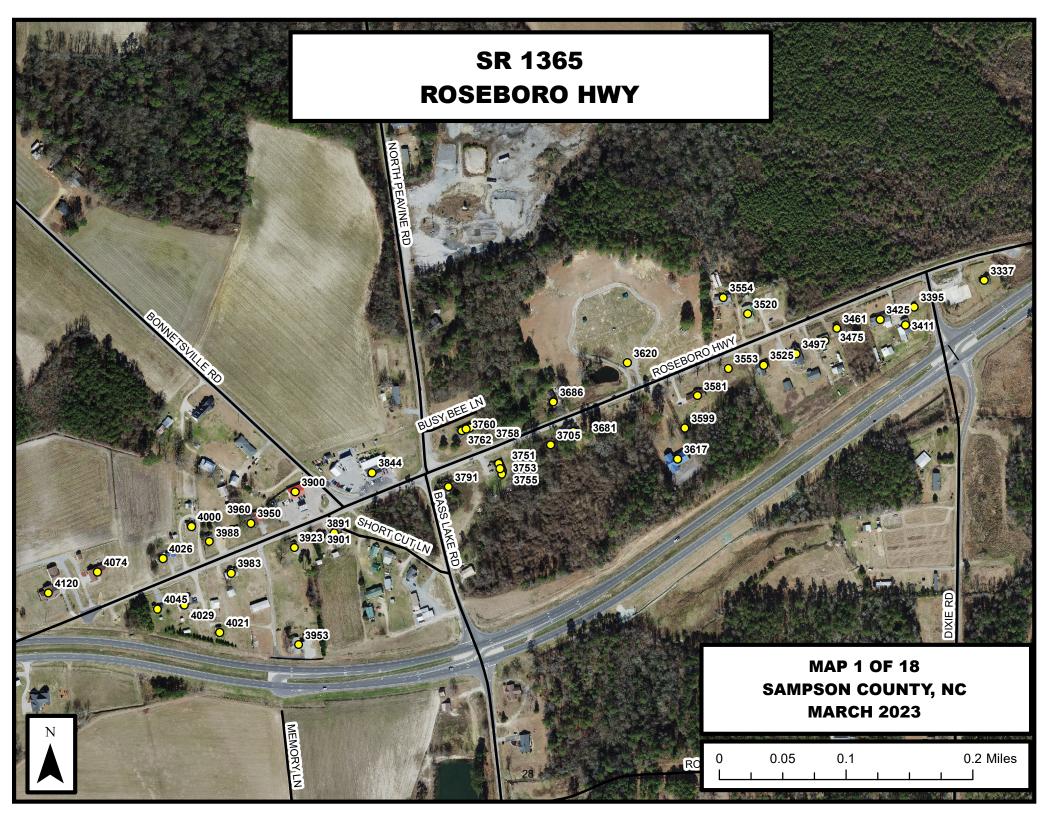
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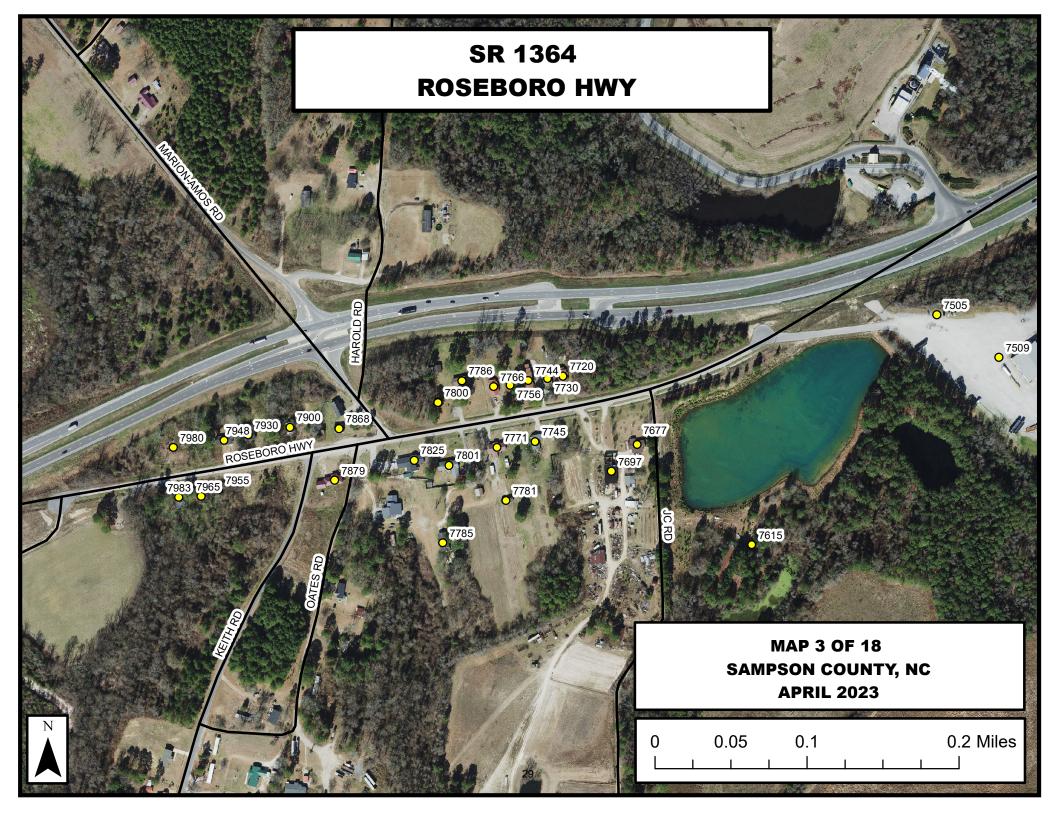
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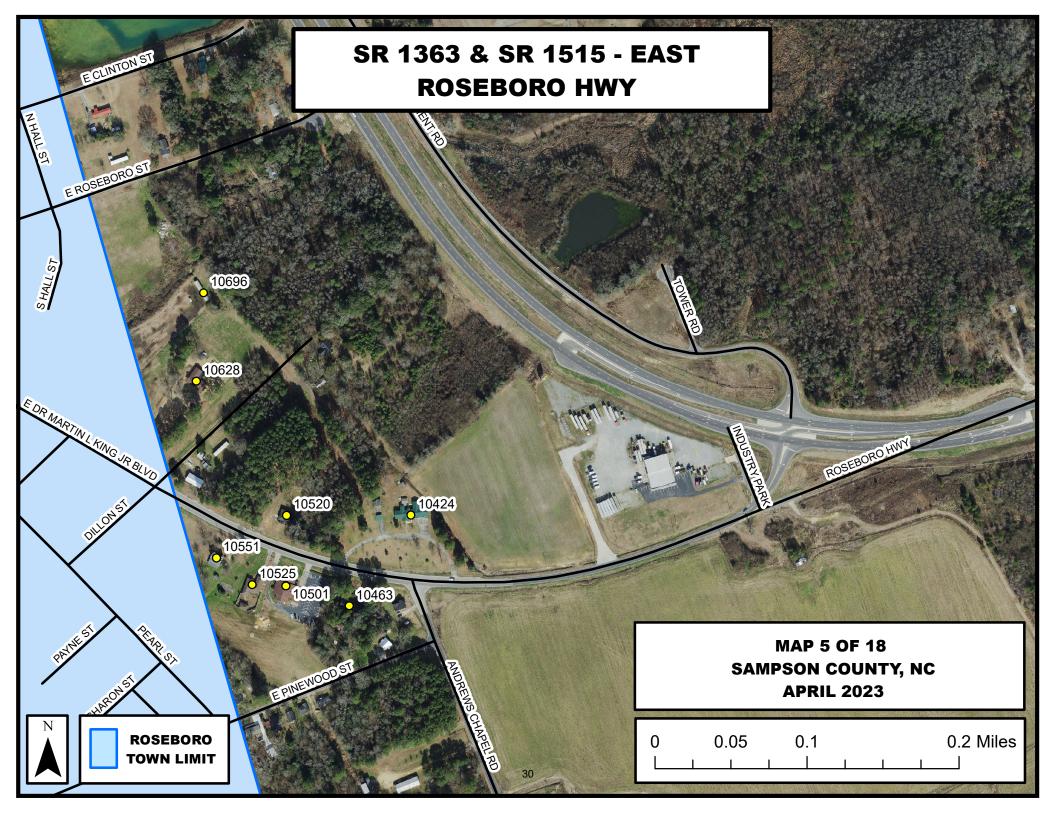
Proposed Address 4198 Roseboro Hwy 4205 Roseboro Hwy 4183 Roseboro Hwy 4252 Roseboro Hwy 4255 Roseboro Hwy 4331 Roseboro Hwy 4283 Roseboro Hwy 4454 Roseboro Hwy 4505 Roseboro Hwy 4722 Roseboro Hwy 4746 Roseboro Hwy 4798 Roseboro Hwy 4828 Roseboro Hwy 4830 Roseboro Hwy 5006 Roseboro Hwy 5180 Roseboro Hwy 5330 Roseboro Hwy 5354 Roseboro Hwy 5437 Roseboro Hwy 5468 Roseboro Hwy 5470 Roseboro Hwy 5492 Roseboro Hwy 5644 Roseboro Hwy 5696 Roseboro Hwv 5742 Roseboro Hwy 5756 Roseboro Hwy 5760 Roseboro Hwy 5766 Roseboro Hwy 5835 Roseboro Hwy 5876 Roseboro Hwy 5909 Roseboro Hwy 5914 Roseboro Hwy 5930 Roseboro Hwy 5934 Roseboro Hwy 5944 Roseboro Hwv 5960 Roseboro Hwy 6010 Roseboro Hwy 6146 Roseboro Hwy 6392 Roseboro Hwy 6475 Roseboro Hwy 6433 Roseboro Hwy 6466 Roseboro Hwy

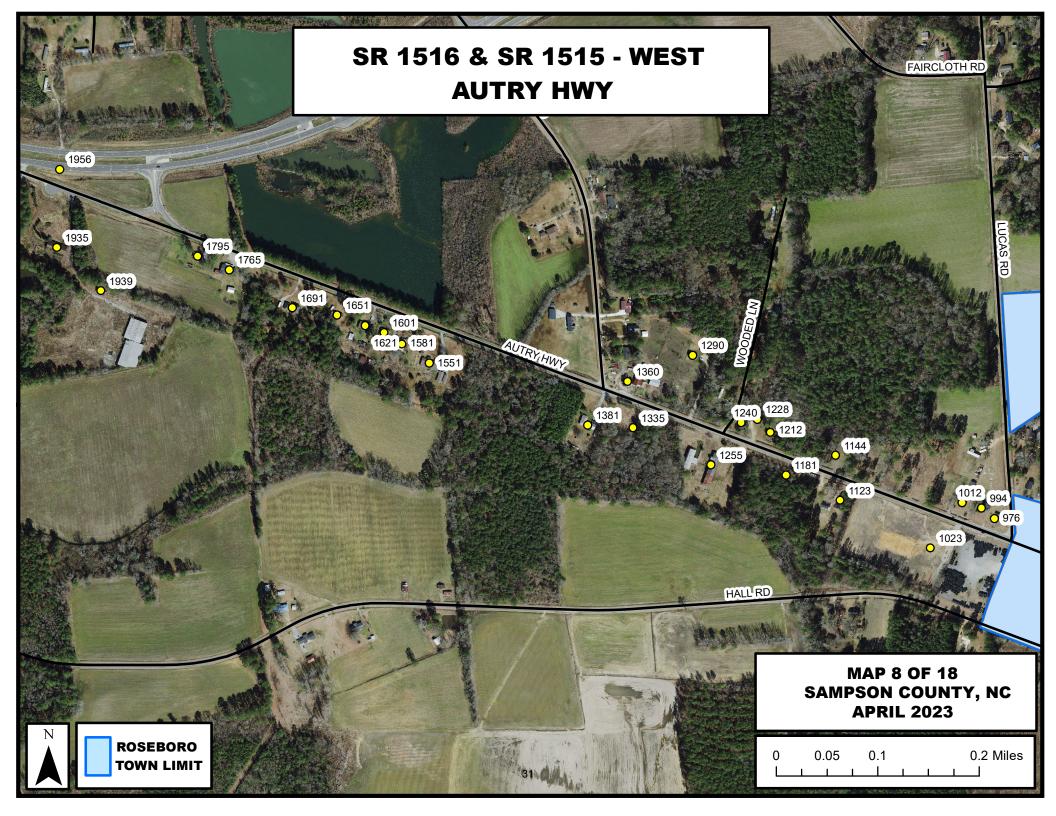
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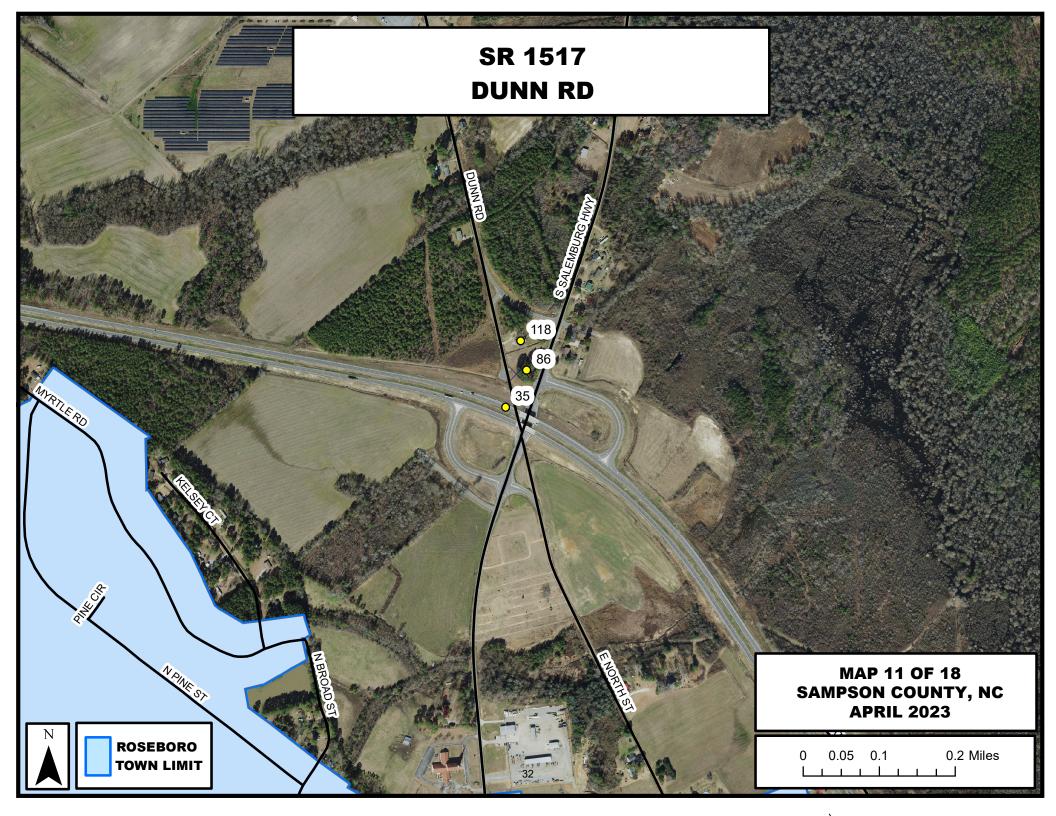
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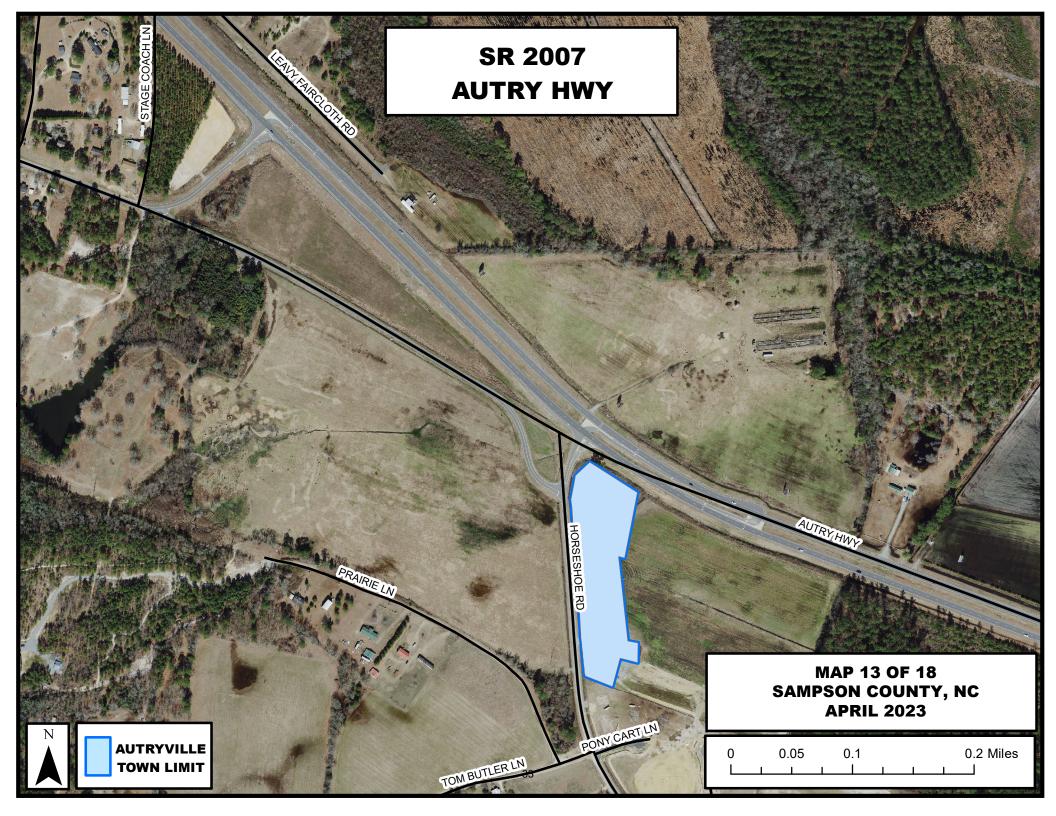


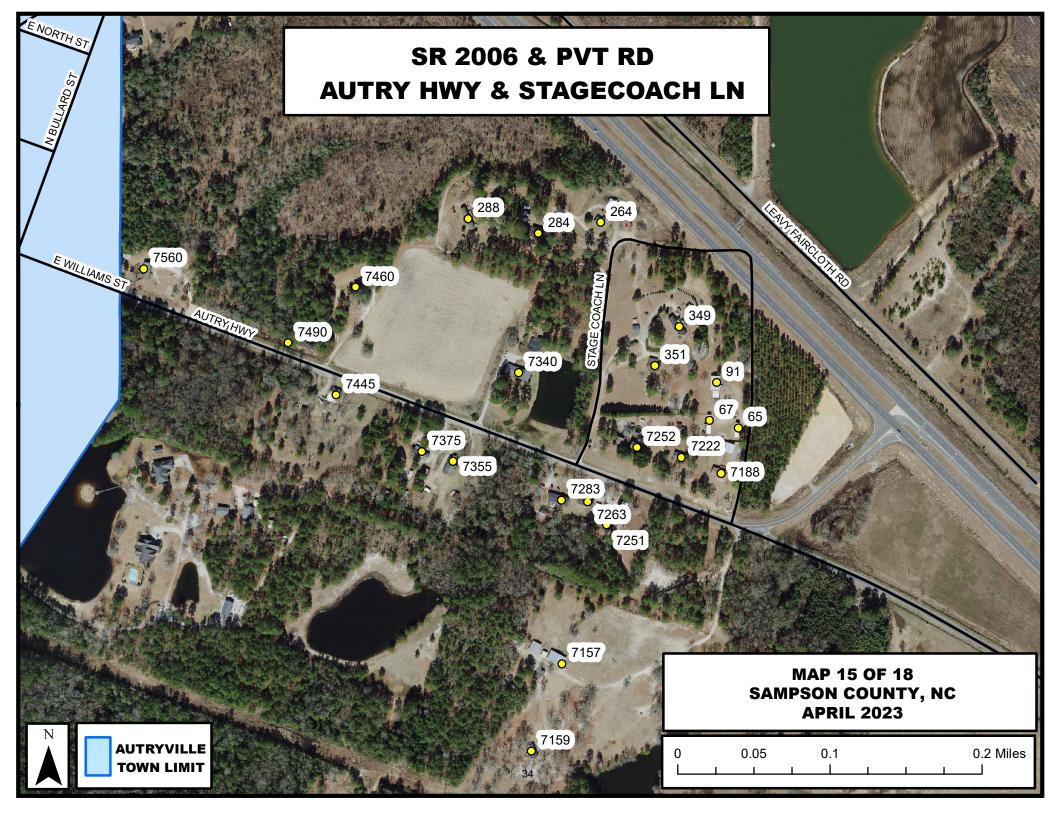


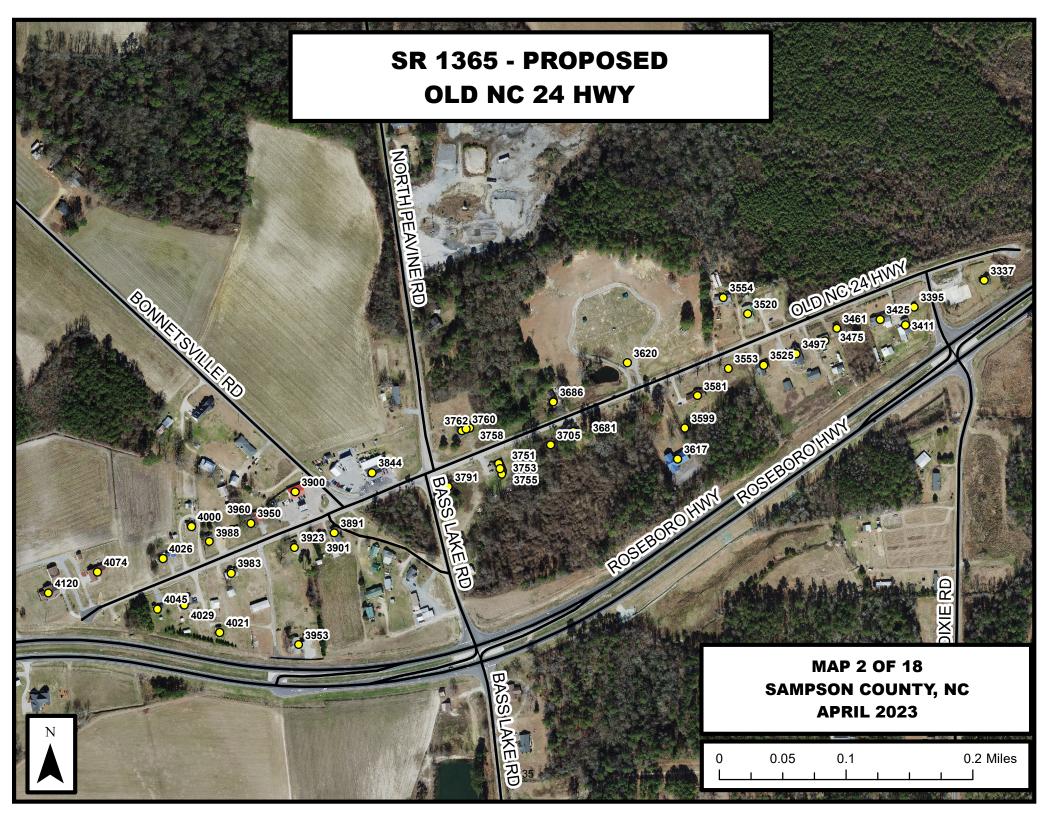


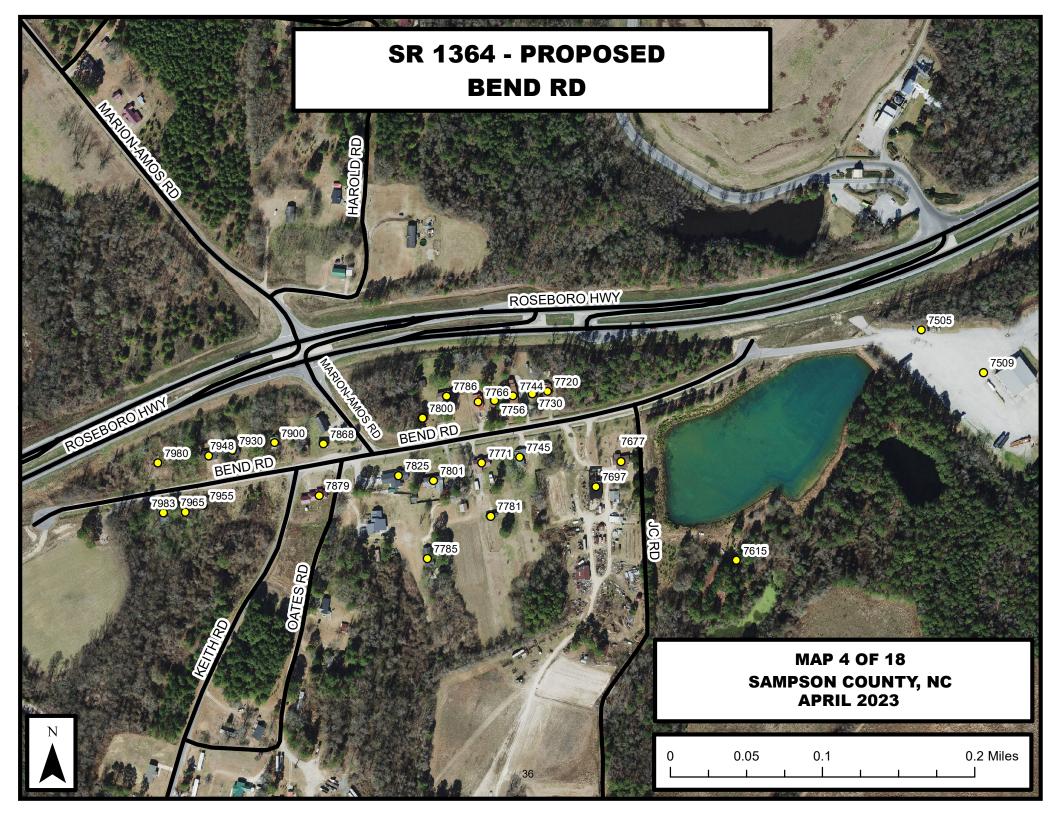






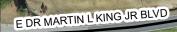


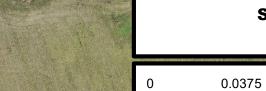




SR 1363 - PROPOSED E DR MLK JR BLVD EXT

IN MARKET AN





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EDRMLKURBLUDEXT

MAP 6 OF 18 SAMPSON COUNTY, NC APRIL 2023

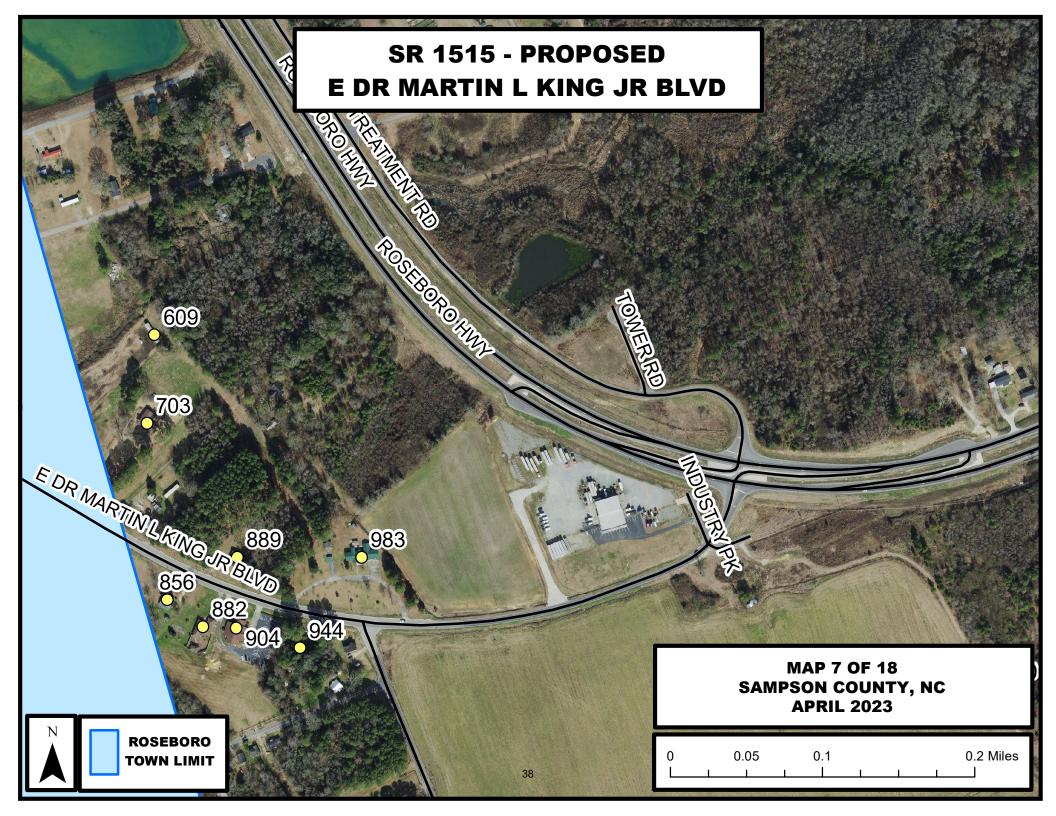
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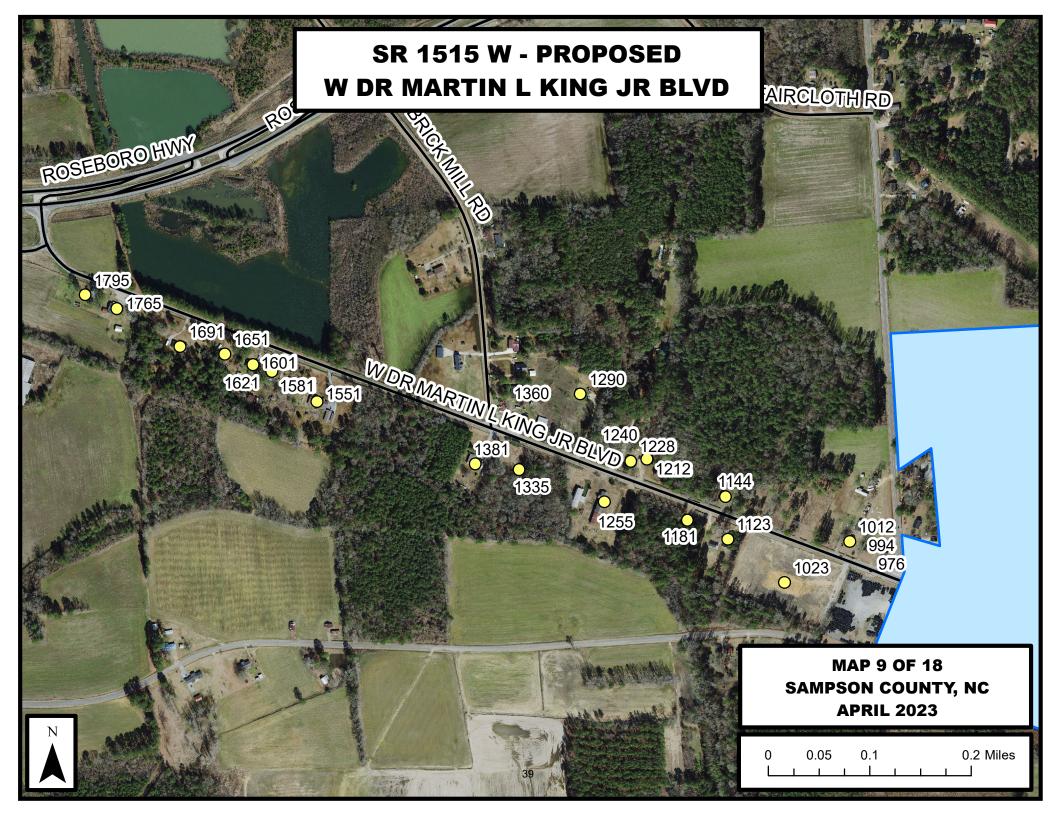
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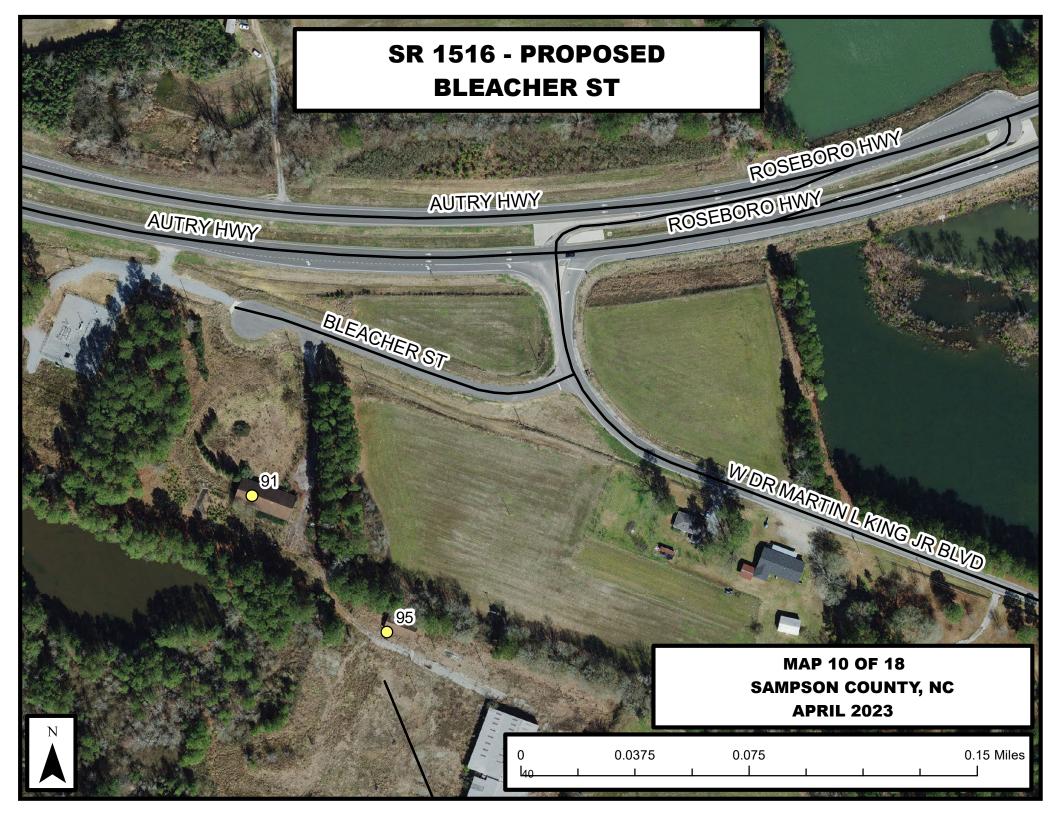
ROSEBORO HWY

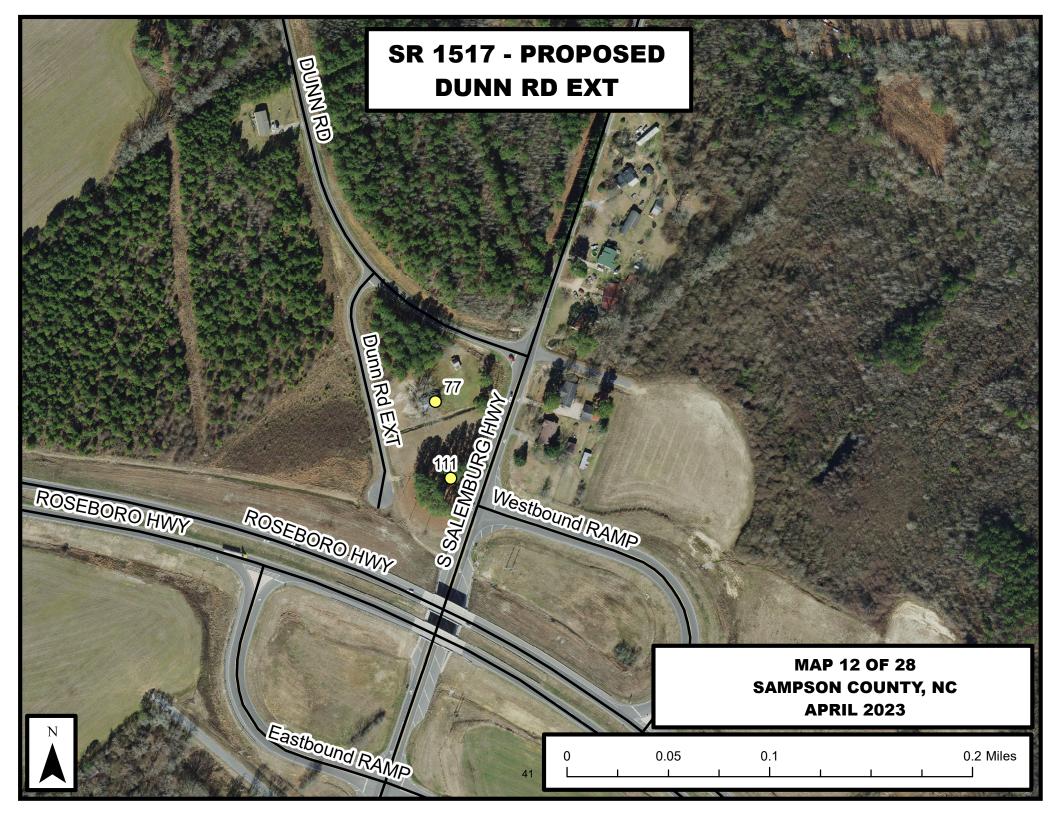
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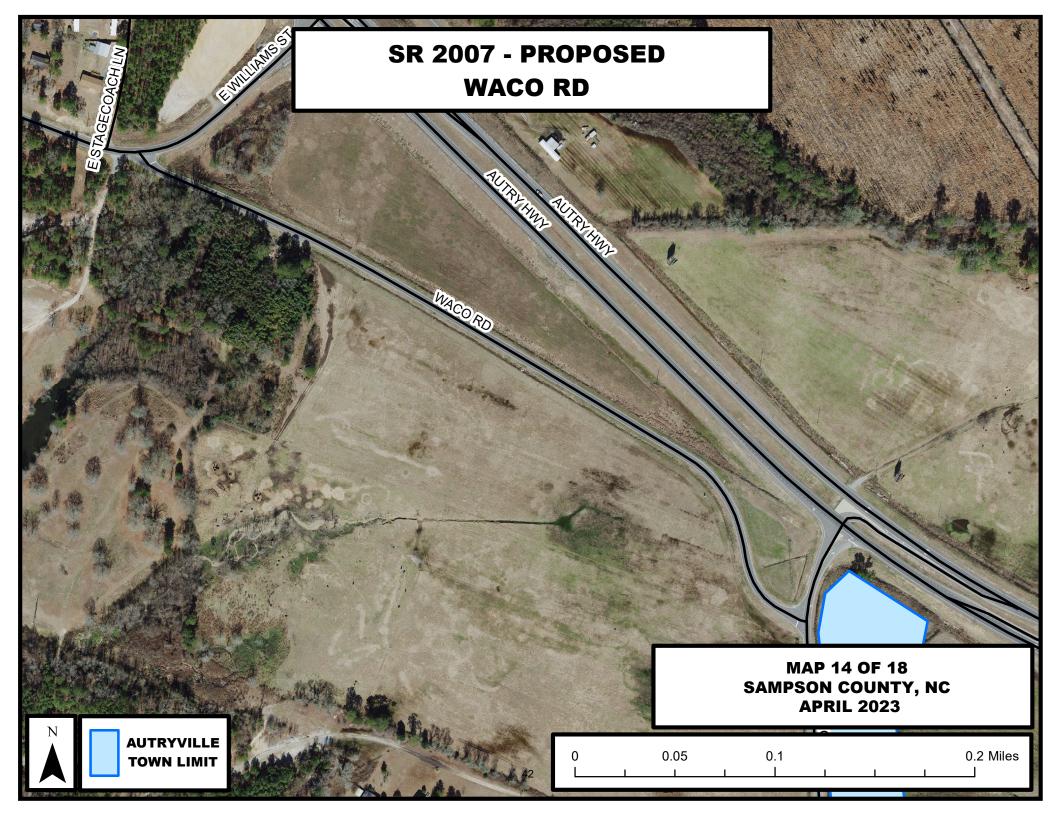
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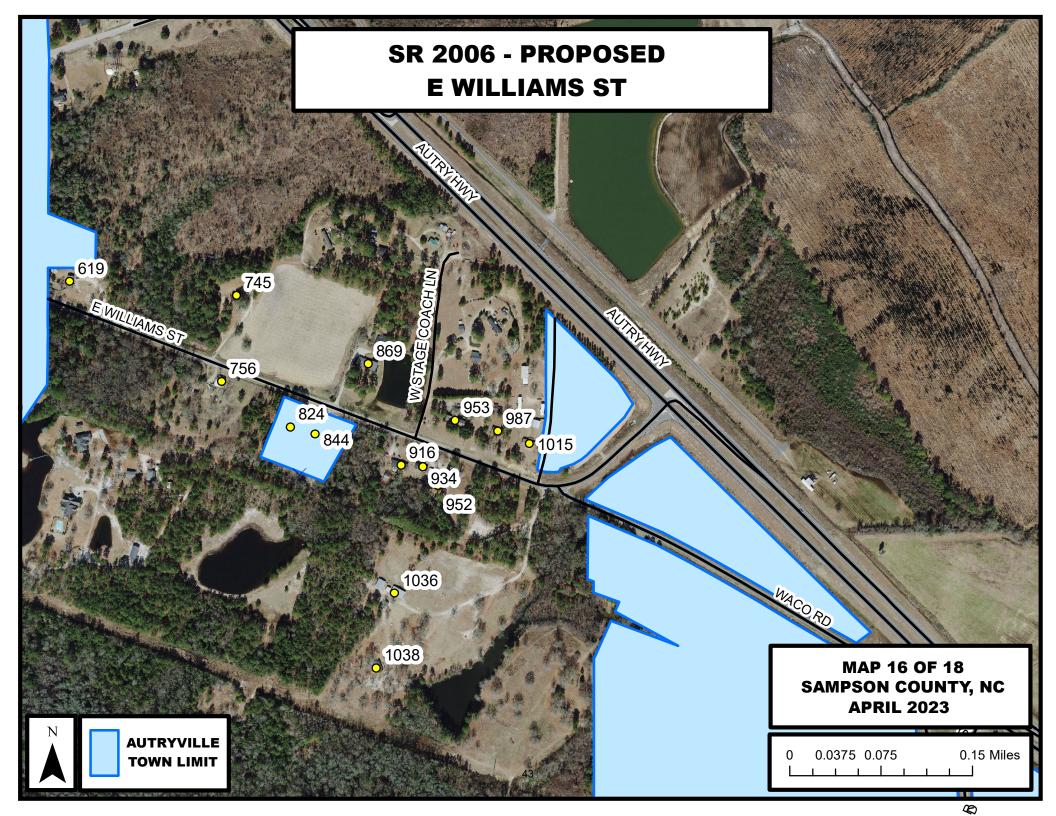


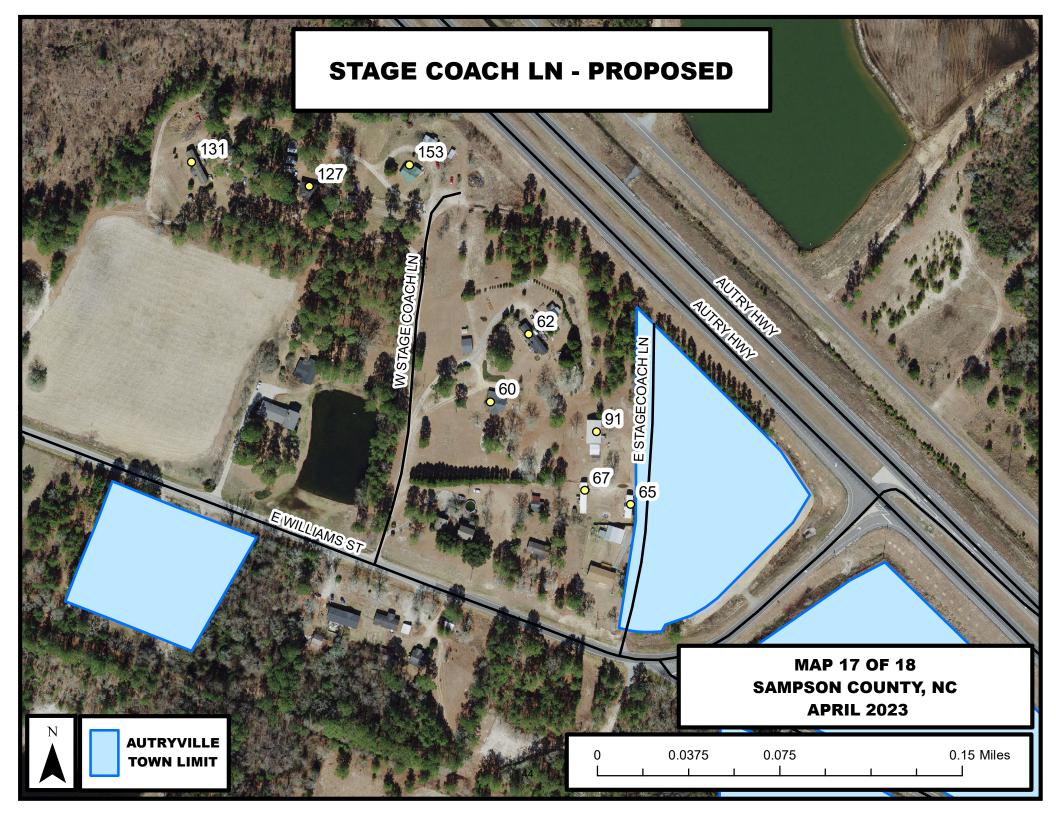


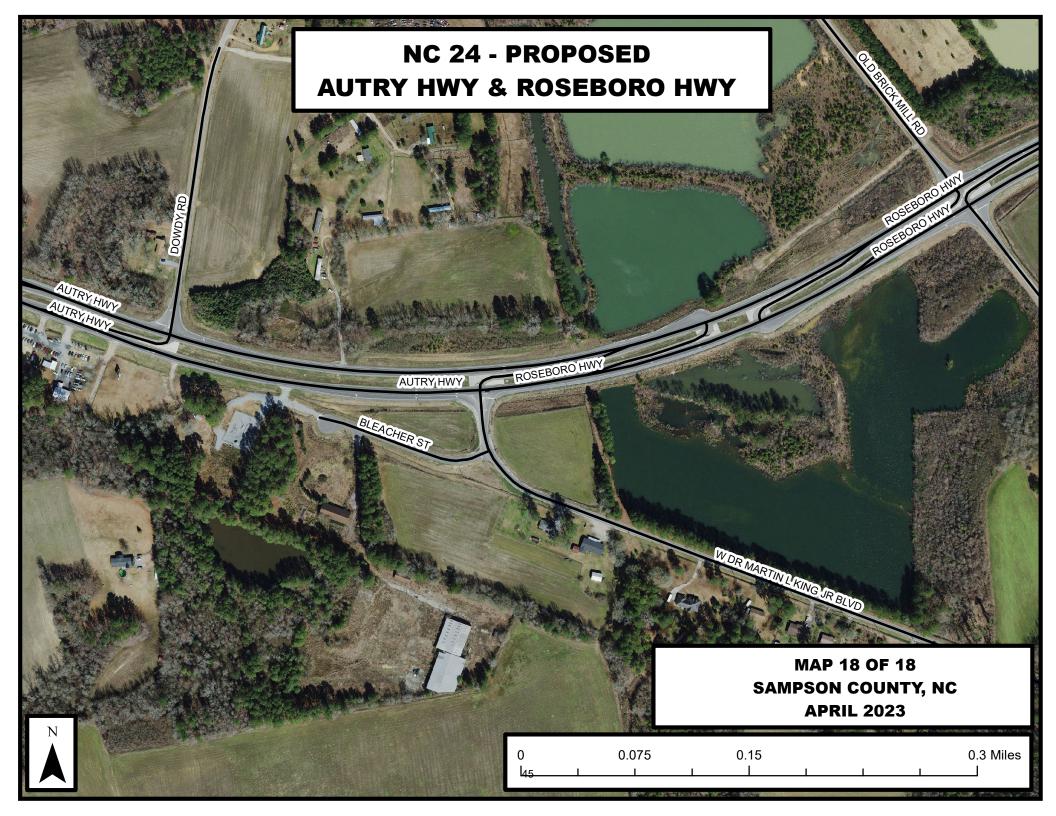












Proposed NC 24 Highway Construction Changes

Route #	Previous Name	Proposed Name
SR 1365	Roseboro Hwy	Old NC 24 Hwy
SR 1365 is a section of road previously named Roseboro Hwy near Bonnetsville. The section was bypassed by the new route of Hwy 24 and dead ends on both sides. It can be accessed by North Peavine Rd, Bass Lake Rd, and Bonnetsville Rd. Those previously addressed between 3337 and 4120 Roseboro Hwy would retain their address numbers, and the road name would be changed to Old NC 24 Hwy. (<i>maps 1 & 2</i>)		

SR 1364 Roseboro Hwy Bend Rd

SR 1364 is a section of road previously named Roseboro Hwy near the old entrance to the Sampson County Landfill. The section was bypassed by the new route of Hwy 24 and dead ends on both sides. It can be accessed by Marion-Amos Rd. Those previously addressed between 7505 and 7983 Roseboro Hwy would retain their address numbers, and the road name would be changed to Bend Rd. *(maps 3 & 4)*

SR 1363 Roseboro Hwy E Dr MLK Jr Blvd Ext

SR 1363 is a section of road previously named Roseboro Hwy. It is a small section segmented from the original route, and it intersects SR 1515 (currently Roseboro Hwy) across from Industry Pk. It is a dead end road. Those previously addressed at 10171 Roseboro Hwy would be assigned a new address number, and the road name would be changed to E Dr MLK Jr Blvd Ext. (map 5 & 6)

SR 1515 – East of Roseboro Roseboro Hwy E Dr Martin L King Jr Blvd

SR 1515 is a section of road previously named Roseboro Hwy from E Dr Martin L King Jr Blvd (Roseboro Town Limit) to its intersection with the new route of Hwy 24 (just North of Industry Pk). Those previously addressed between 10424 and 10696 Roseboro Hwy would be assigned new address numbers, and the road name would be changed to E Dr Martin L King Jr Blvd. *(see attached chart for address changes, maps 5 & 7)*

SR 1515 – West of Roseboro Autry Hwy W Dr Martin L King Jr Blvd

SR 1515 is a section of road previously named Autry Hwy from W Dr Martin L King Jr Blvd (Roseboro Town Limit) to its intersection with the new route of Hwy 24. Those previously addressed between 976 and 1795 Autry Hwy would be assigned new address numbers, and the road name would be changed to W Dr Martin L King Jr Blvd. *(see attached chart for address changes, maps 8 & 9)*

SR 1516	Autry Hwy	Bleacher St

SR 1516 is a section of road previously named Autry Hwy. It is a small section segmented from SR 1515 (currently Autry Hwy) to a dead end. Those previously addressed between 1935 and 1939 Autry Hwy would be assigned a new address number, and the road name would be Bleacher St. (see attached chart for address changes, maps 8 & 10)

SR 1517 is a section of road previously named Dunn Rd. It is a small section segmented from SR 1002 (Dunn Rd) to a dead end. Those previously addressed between 86 and 118 Dunn Rd would retain their address numbers, and the road name would be changed to Dunn Rd Ext. *(see attached chart for address changes, maps 11 & 12)*

SR 2007Autry HwyWaco RdSR 2007 is a section of road previously named Autry Hwy near Autryville. It runs from Horseshoe Rdto SR 2006 (currently Autry Hwy). There are currently no addresses on the road, and the roadname would be changed to Waco Rd. (maps 13 & 14)

SR 2006	Autry Hwy	E Williams St

SR 2006 is a section of road previously named Autry Hwy near Autryville. It runs from E Williams St (Autryville Town Limit) to the new route of Hwy 24 (just Northeast of Stagecoach Ln). Those previously addressed between 7157 and 7560 Autry Hwy would be assigned new address numbers, and the road name would be changed to E Williams St. *(see attached chart for address changes, maps 15 & 16)*

PVT 2006-1031*	Stage Coach Ln	E Stage Coach Ln
----------------	----------------	------------------

PVT 2006-1031 is a section of private road previously named Stage Coach Ln. Stage Coach Ln was divided by the new route of Hwy 24, and this is the eastern section that is closer to the new route of Hwy 24. It is a dead end road. Those previously addressed 65 to 91 would retain their address number, and the road name would be changed to E Stage Coach Ln. (maps 15 & 17) *Annexed by Town of Autryville. Proposed changes would be completed by the Town of Autryville

PVT 2006-925	Stage Coach Ln	W Stage Coach Ln
	0	0

PVT 2006-925 is a section of private road previously named Stage Coach Ln. Stage Coach Ln was divided by the new route of Hwy 24, and this is the western section that is closer to Autryville Town Limits. It is a dead end road. Those previously addressed 264 to 351 Stage Coach Ln would receive new address numbers, and the road name would be changed to W Stage Coach Ln. *(see attached chart for address change, maps 15 & 17)*

NC 24 Roseboro Hwy Roseboro Hwy

NC 24 has been reconstructed as a divided highway. It would be named Roseboro Hwy from the Clinton City Limits to the intersection of SR 1515 west of Roseboro. Those previously addressed between 2300 and 3180 Roseboro Hwy, 4168 and 7434 Roseboro Hwy, and 8333 and 9974 Roseboro Hwy would be assigned new address numbers, and the road name would remain Roseboro Hwy. The name Roseboro Highway includes the new bypass sections. *(see attached chart for address changes, map 18)*

NC 24 Autry Hwy Autry Hwy

NC 24 has been reconstructed as a divided highway. It would be named Autry Hwy from the intersection of SR 1515 west of Roseboro to the Cumberland County Line. Those previously addressed between 1960 and 6780 Autry Hwy would retain their address numbers, and the road name would remain Autry Hwy. The name Autry Highway includes the new bypass section around Autryville. *(map 18)*

-Some addresses will be changed despite being on sections listed as retaining their old addresses. These changes are a result of new driveways that connect the residence/business to a different road.

SAMPSON COUNTY BOARD OF COMMISSIONERS			
ITEM ABSTRACT	<u>ITEM NO.</u> 2(b)		
Meeting Date: April 3, 202	3 Information Only x Public Comment 3 Report/Presentation Closed Session x Action Item Planning/Zoning Consent Agenda Water District Issue		
SUBJECT:	Public Hearing - Naming of Private Roads		
DEPARTMENT:	Emergency Services/Administration		
PUBLIC HEARING:	Yes		
CONTACT PERSON(S):	Stephanie Shannon, Clerk to the Board Jessie Matthews, 911 Addressing Coordinator		
PURPOSE:	To consider public input on the naming of certain private roads		
ATTACHMENTS:	Memo/Ad		

BACKGROUND:

We have duly advertised a public hearing to receive comments on the recommendations of the Road Naming Committee with regard to the names of certain private roads. The Road Naming Committee recommends the following:

PVT 1926-1260	Crespo Ln
PVT 242-3210	Lyndall Ln

RECOMMENDED ACTION OR MOTION:

Name the private roads as recommended.



MEMORANDUM:

TO:	Ms. Stephanie Shannon, Clerk to the Board
FROM:	Jessie Matthews, Emergency Services Addressing Coordinator
DATE:	March 14, 2023
SUBJECT:	Private Road Name/Public Hearing Request

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

PVT 1926 – 1260 PVT 242 – 3210 Crespo Ln Lyndall Ln

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

Please review and advise.



530 Commerce Street I Clinton, NC 28328 OFFICE: (910) 592-8996 I FAX: (910) 592-5383

NOTICE OF PUBLIC HEARING NAMING OF PRIVATE ROADS

The Sampson County Board of Commissioners will hold a public hearing at 6:00 p.m. (or as soon as possible thereafter) on Monday, April 3, 2023, in the County Auditorium, Sampson County Complex Building A, 437 Rowan Road, Clinton, NC to consider public input on the naming of the following private roads:

PVT ROAD CODE	PROPOSED NAME
PVT 1926 – 1260	Crespo Ln
PVT 242 – 3210	Earl Lyndall Ln

Only those roads listed will be considered at this time.

The Board will also accept written comments until 5:00 p.m. on Monday, April 3, 2023, via email at sshannon@sampsonnc.com or via US Mail to Clerk to the Board, 406 County Complex Road, Building C, Clinton, NC 28328. Written comments submitted by members of the public will be read aloud by the Clerk and provided as part of the meeting minutes.

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

SAMPSON COUNTY BOARD OF COMMISSIONERS			
ITEM ABSTRACT ITEM NO. 3(a)			3(a)
Meeting Date: April 3, 2	23 Rej Ac	ormation Only port/Presentation tion Item nsent Agenda	Public Comment Closed Session Planning/Zoning Water District Issue
SUBJECT:	Award of Bid for Rehabilitation of Two Homes in Group 2 of the Essential Single Family Rehabilitation Loan Pool 2020 Program		
DEPARTMENT:	Finance		
PUBLIC HEARING:	No		
CONTACT PERSON(S):	Juanita Brewington, Purchasing Officer		
PURPOSE:	To consider award of bid for the rehabilitation of two homes in the ESFRLP20 program		
ATTACHMENTS:	Memo		
BACKGROUND:			

The County advertised for bids for the rehabilitation of two homes in Group 2 of the Essential Single Family Home Loan Pool 2020 program on March 13, 2023. At the time of agenda preparation, the bids are scheduled to be opened and read aloud on March 29, 2023. The Adams Company will review the bids provide a Bid Tabulation Summary and recommendation of award.

RECOMMENDED ACTION OR MOTION:

Award the bid for rehabilitation of two homes in the ESFRLP20 program as recommended by The Adams Company.

THE ADAMS COMPANY INC.

ENGINEERING AND DESIGN Firm License No. C-4438

708 Abner Phillips Road | Warsaw, NC 28398 | (910) 293-2770

MEMO

To: Files

From: David Carter

Subject: Agenda Memo 2020 Sampson County ESFRLP

Date: March 15, 2023

Please find listed below the addresses for the rehabilitation of two houses in Group 2 of the 2020 Sampson County Essential Single Family Rehabilitation Loan Pool ESFRLP Program.

- 1) 103 Jacobs St., Clinton
- 2) 55 Markus Lane, Clinton

An advertisement for bids was placed in the Sampson Independent for circulation on March 13. The program requires a minimum of 15 consecutive days from advertisement to bid opening. Separate sealed BIDS for the rehabilitation of the four houses will be received by Sampson County at the County Administrator's Office located at 406 County Complex Road, Suite 120, Clinton, NC 28328 until 10:15 a.m. on March 29, 2023 and then at said office publicly opened and read aloud.

The contract documents have been made available for examination and/or copies obtained at the office of The ADAMS COMPANY Inc. located at 708 Abner Phillips Road in Warsaw, North Carolina (Phone: 910-293-2770) or at the County Administrator's Office located at 406 County Complex Road, Suite 120, Clinton, NC 28328.

Small businesses and minority-owned businesses are encouraged to submit bids.

Once bids are opened publicly, a letter of recommendation along with a bid tabulation will be provided to Sampson County for review and approval at the next Commissioner's meeting. Once approved, a Notice of Award for each contract will be made available for signing by the Sampson County Manager.

SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT	<u>ITEM NO.</u> 3(b)	
Meeting Date: April 3, 20	D23Information Only Report/PresentationPublic Comment Closed SessionxAction Item Consent AgendaPlanning/Zoning Water District Issue	
SUBJECT:	Funding Application for the Suttontown and Mintz Area Water System Expansion	
DEPARTMENT:	Public Works	
PUBLIC HEARING:	No	
CONTACT PERSON(S):	Mark Turlington, Interim Public Works Director David Ross, Assistant Project Manager/Dewberry Engineers	
PURPOSE:	To consider a resolution authorizing the submission of this funding application to NCDEQ/DWI	
ATTACHMENTS:	Resolution, Funding Description	

BACKGROUND:

The County will submit a funding application to NCDEQ/DWI for the Fall 2023 funding cycle for the Suttontown and Mintz Area Water System Expansion Project. Mr. Ross will review the project and funding descriptions and request the adoption of a resolution authorizing submission of the funding application.

RECOMMENDED ACTION OR MOTION:

Adopt a resolution approving the Suttontown and Mintz Water System Expansion funding application and naming the County Manager as the representative authorized to execute and file an application on behalf of Sampson County

Mintz and Suttontown Area Water System Expansion

The project is to design and construct an expansion of the Sampson County public water supply system to incorporate the Mintz and Suttontown areas of Sampson County. The purpose of this project is to provide potable water service to residents in this area.

The infrastructure improvements required include:

- Site preparation (Mintz Area).
- Well head assembly and drilling (Mintz Area).
- Chemical feed system (Mintz Area).
- Back-up generator and concrete pad (Mintz Area).
- Associated electrical and system controls (Mintz Area).
- Booster Pump Station (Suttontown Area).
- Back-up generator and concrete pad (Suttontown Area).
- Associated electrical and system controls (Suttontown Area).
- Water main extensions to connect residences within the Mintz and Suttontown Areas to the proposed system expansion.
- Residential water service meters and connections as required by the funding guidelines.

Note: it is assumed a water treatment system will not be required for the proposed well in the Mintz Area.

Total Funding Request for Mintz and Suttontown Water System Expansion Project will be approximately = \$20,500,000 (includes Construction, Contingency, Funding Administration, Engineering, and Surveying)



RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS,The County of Sampson has need for and intends to construct a project described as designing
and constructing a water system expansion to serve the Suttontown and Mintz area of Sampson
County, and

WHEREAS, The County of Sampson intends to request State loan and/or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF SAMPSON:

That <u>County of Sampson</u>, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the <u>County of Sampson</u> to make a scheduled repayment of the loan, to withhold from the <u>County of Sampson</u> any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That <u>Edwin W. Causey, County Manager</u>, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the <u>3rd day of April</u>, in <u>Sampson County</u>, North Carolina.

(Signature of Chief Executive Officer)

ATTEST:

(Title)

Clerk to the Board



FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting <u>Clerk of the Board</u> of the <u>County of Sampson</u> does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the <u>Sampson County Board of Commissioners</u> duly held on the <u>3rd day of April, 2023</u>; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ______ day of _____, 20____.

(Signature of Recording Officer)

(Title of Recording Officer)

SAMPSON COUNTY BOARD OF COMMISSIONERS		
ITEM ABSTRACT	ITEM NO. 3(c)	
Meeting Date: April 3, 202	Information OnlyPublic CommentReport/PresentationClosed SessionAction ItemPlanning/ZoningConsent AgendaWater District Issue	
SUBJECT:	New Rules and Regulations and Minimum Standards for Clinton- Sampson County Airport (CTZ)	
DEPARTMENT:	Airport/Legal	
PUBLIC HEARING:	Yes	
CONTACT PERSON(S):	Joel Starling, County Attorney	
PURPOSE:	To consider the proposed new Rules and Regulations and Minimum Standards for CTZ	
ATTACHMENTS:	Memo/Rules and Regulations	

BACKGROUND:

At its last three quarterly meetings, the Airport Advisory Board has discussed new proposed Rules and Regulations and Minimum Standards for the Clinton-Sampson County Airport (CTZ). CTZ's current rules and minimum standards were adopted in 2009 and are in need of revision. On February 22, 2023, the Advisory Board voted unanimously to recommend approval of the draft Rules and Regulations and Minimum Standards included in the Board's April 3, 2023 agenda materials.

The Advisory Board made one modification to the proposed Rules prepared by staff: In Article II (General Airport Rules and Regulations), § 8 (Airport Grounds), the words "outside of the hangar" were added, such that the second sentence of § 8 reads, "Premises, by whomever owned, shall not be used for the storage <u>outside of the hangar</u> of vehicles, equipment, or items that are not utilized in connection with Aeronautical Activity."

In order to become effective, the proposed Rules and Regulations and Minimum Standards must be approved by both the Board of Commissioners and the Clinton City Council, as CTZ is jointly operated by the County and City.

RECOMMENDED ACTION OR MOTION:

Adopt the New Rules and Regulations and Minimum Standards for Clinton-Sampson County Airport as recommended.



MEMORANDUM

то:	Stephanie P. Shannon
FROM:	Joel Starling
DATE:	March 23, 2023

RE: New Rules and Regulations and Minimum Standards for CTZ

At its last three quarterly meetings, the Airport Advisory Board has discussed new proposed Rules and Regulations and Minimum Standards for the Clinton-Sampson County Airport (CTZ). CTZ's current rules and minimum standards were adopted in 2009 and are in need of revision. On February 22, 2023, the Advisory Board voted unanimously to recommend approval of the draft Rules and Regulations and Minimum Standards included in the Board's April 3, 2023 agenda materials.

The Advisory Board made one modification to the proposed Rules prepared by staff: In Article II (General Airport Rules and Regulations), § 8 (Airport Grounds), the words "outside of the hangar" were added, such that the second sentence of § 8 reads, "Premises, by whomever owned, shall not be used for the storage <u>outside of the hangar</u> of vehicles, equipment, or items that are not utilized in connection with Aeronautical Activity."

In order to become effective, the proposed Rules and Regulations and Minimum Standards must be approved by both the Board of Commissioners and the Clinton City Council, as CTZ is jointly operated by the County and City.

Materials:

1. Rules and Regulations and Minimum Standards for the Clinton-Sampson County Airport Amended Effective April 4, 2023

RULES AND REGULATIONS AND MINIMUM STANDARDS FOR THE CLINTON-SAMPSON COUNTY AIRPORT AMENDED EFFECTIVE APRIL 4, 2023

WHEREAS, Sampson County and the City of Clinton jointly operate the Clinton-Sampson County Airport, as authorized by N.C. Gen. Stat. § 63-4; and

WHEREAS, pursuant to the authority conferred by Chapter 63 of the General Statutes of North Carolina, Sampson County and the City of Clinton have previously adopted a Manual of Airport Rules and Minimum Commercial Operator Standards for the Clinton-Sampson County Airport; and

WHEREAS, in order to promote the proper management, government and use of the Clinton-Sampson County Airport and to safeguard the public both upon and beyond the limits of the Clinton-Sampson Airport, the Sampson County Board of Commissioners and the City of Clinton Council have determined that it is necessary to amend said Rules and Minimum Standards;

NOW, THEREFORE, BE IT ORDAINED by the Sampson County Board of Commissioners and the City of Clinton Council, upon recommendation of the Clinton-Sampson County Airport Advisory Board, that the Rules and Standards governing the Clinton-Sampson County Airport are hereby amended and replaced in their entirety as follows:

ARTICLE I GENERAL PROVISIONS

§ 1. Title. These Rules and Standards shall be referred to as the "Rules and Regulations and Minimum Standards for the Clinton-Sampson County Airport" and for brevity's sake shall be referred to herein collectively as the "Rules."

§ 2. Applicability. These Rules shall apply to all Patrons at the Airport.

§ 3. Definitions. Unless, from the context, a different meaning is apparent as used in these Rules, the following capitalized terms shall be defined as set forth in this section. Unless otherwise indicated, all other words and terms shall have the meaning ordinarily ascribed to them.

"Advisory Board" shall mean the Clinton-Sampson County Airport Advisory Board.

"Aeronautical Activity" shall mean any activity conducted at the Clinton-Sampson County Airport which involves, makes possible, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations.

"Aeronautical Service" shall mean any service which involves, makes possible, or is required for the operation of Aircraft, or which contributes to or is required for the safety

of aircraft operations commonly conducted at the Airport by a person who has been authorized to provide such service.

"Aircraft" shall mean any device used or intended to be used for avigation or flight.

"Aircraft Owner" shall mean a person or entity holding legal title to an Aircraft, or any person or entity having exclusive possession and/or control of an Aircraft.

"Airport" shall mean the Clinton-Sampson County Airport.

"Airport Manager" shall mean the Clinton City Manager or such other person or entity as shall have been designated as the Airport Manager by Sampson County and the City of Clinton.

"Apron" shall mean a defined area at the Airport intended to accommodate Aircraft for purposes of loading or unloading passengers or cargo, refueling, parking, or maintenance.

"Base Customer" shall mean a Patron of the Airport who uses the facilities of the Airport, has entered into a formal lease agreement to store an Aircraft in a hangar or on the Apron or Ramp, has established an account with the Airport, but is not operating or providing any Aeronautical Service for commercial purposes.

"City" shall mean the City of Clinton.

"Commercial Operator" shall mean a Patron of the Airport who uses the facilities of the Airport, has entered into a formal lease agreement for those facilities, and is offering Aeronautical Services for commercial purposes.

"County" shall mean the County of Sampson.

"FAA" shall mean the Federal Aviation Administration.

"FAR" shall mean Federal Aviation Regulation.

"Fixed Base Operator" or "FBO" shall mean any person or entity who has entered into a formal lease agreement or contract to provide the public with Aircraft storage, FAA approved domestic repair, flight student training, Aircraft sale and demonstration, Aircraft rental, and charter services at an owned or leased facility at the Airport.

"Mobile Service Provider" shall mean a person or entity who provides Aeronautical services for commercial purposes but does not operate out of owned or leased property at the Airport.

"NTSB" shall mean the National Transportation Safety Board.

"Patron" shall mean any user of the Airport, including, but not limited to, any pilot, passenger, Base Customer, transient customer, Commercial Operator, or Mobile Service Provider.

"Ramp" shall mean a defined area at the Airport intended to accommodate Aircraft for purposes of loading or unloading passengers or cargo, refueling, parking, or maintenance.

"Specialized Aviation Service Operators" or "SASOs" shall mean a special class of Commercial Operators who, unlike an FBO, offer a specialized or limited Aeronautical Service such as Aircraft sales, flight training, Aircraft maintenance, or avionics services.

"Through-the-Fence Operators" shall mean a Patron of the Airport who is provided direct access to the Airport from adjoining property and who has an existing Through-the-Fence agreement with the County and the City. The FAA advises against allowing through-the-fence operations (AC 150 5190-7, Section 1.4) and has taken the position that airport sponsors are under no obligation to allow through-the-fence operations.

ARTICLE II GENERAL AIRPORT RULES AND REGULATIONS

§ 1. Airport Manager Authority, Responsibilities and Obligations. The Airport Manager shall have the authority to take such reasonable action as may be necessary to implement, manage, and enforce these Rules to ensure safe and effective Airport operations. In the case of an emergency not specifically addressed herein, the Airport Manager shall be authorized to make such reasonable rules and orders as may be necessary in order to address the emergency. The exercise of this emergency authority shall be reported to the Advisory Board as soon as possible.

§ 2. County and City Responsibilities and Obligations. The County and the City have the right pursuant to N.C. Gen. Stat. §§ 63-4, 63-53, and 63-57 and do hereby regulate all Airport operations.

§ 3. Advisory Board Responsibilities and Obligations. The Advisory Board shall periodically review these Rules and make recommendations to the County and City regarding proposed amendments to the Rules. The Advisory Board shall also make recommendations to the County and City regarding the effective operation of the Airport.

§ 4. General Operations. The Airport shall be operated for the use and benefit of the public and open to the types of Aeronautical Activity that the Airport is intended to serve. However, the Airport Manager shall have the authority to suspend any operation, or close the Airport whenever such action is necessary to avoid endangering persons or property. Nothing contained within these Rules shall compel the County and City to keep the Airport open during extreme weather events

or events beyond their control. Any person using the Airport when advised of significant meteorological events or conditions that would affect safety shall do so at their own risk and without liability to the County and the City. The Airport shall not be used for non-aviation events that would conflict with its aeronautical use, unless the event is approved by the Airport Manager.

§ 5. Violation of Airport Rules and Regulations. Any person or entity found by the Airport Manager to be in violation of these Rules may be deprived of the use of the Airport's facilities for such period of time as may be determined by the Airport Manager.

§ 6. Protection of Property. No person or entity shall damage, remove, alter or disturb in any way the buildings, signs, equipment, markers, lights, or other property at the Airport. No person or entity shall modify any Airport-owned building without prior written consent from the Airport Manager. All Patrons shall be responsible for any damage they cause to Airport property, normal wear and tear excepted. All Airport facilities shall be made available for inspection by the Airport Manager to ensure compliance with these requirements. Property stored at the Airport in violation of these Rules may be removed by the Airport Manager at the expense of the owner or such person or entity who stored the property at the Airport in violation of these Rules.

§ 7. Incident Reporting. Every incident involving injury or property damage shall be reported to the Airport Manager immediately. In the event that an accident report is also required under the FAR or NTSB Regulations, a copy of such report shall be provided to the Airport Manager.

§ 8. Airport Grounds. Base Customers, Commercial Operators, and Through-the-Fence Operators are required to keep their premises clear of rubbish and debris. Premises, by whomever owned, shall not be used for the storage <u>outside of the hangar</u> of vehicles, equipment, or items that are not utilized in connection with Aeronautical Activity. Garbage, refuse, and other waste materials shall be placed in receptacles provided for such purposes. No waste products from outside Airport property are to be placed in Airport receptacles. Waste products and/or oils shall not be emptied into any Airport drain or otherwise disposed of upon the Airport, except in receptacles provided for that purpose. The Airport Manager may impose a cleanup charge on any person or entity failing to properly dispose of waste products and/or oils.

§ 9. Solicitation and Advertising. No person shall solicit funds for any purpose, and no signs or advertisements may be posted at the Airport without the prior approval of the Airport Manager.

ARTICLE III AIRCRAFT RULES AND REGULATIONS

§ 1. Adoption of FAA Air Traffic Rules and Regulations. The FAA Air Traffic Rules and Regulations, as amended, governing the operation of aircraft are incorporated herein by reference and made a part of these Rules. In the event of a conflict between these Rules and any FAR, the FAR shall have precedence and shall apply. All Aircraft operations on or at the Airport shall be conducted in compliance with the FAR and safe operating practice.

§ 2. Reporting Hazards. Any Aircraft Owner or operator who becomes aware of any hazard to safe operations at the Airport shall report the condition to the Airport Manager or his designee, who will immediately investigate and, if necessary, rectify the reported safety hazard and notify the FAA when required. The primary objective of the Airport Manager shall be to keep the Airport open and safe.

§ 3. Engine Use Limitations. Aircraft engines shall be started and run-up only in places appropriate for such purposes. At no time shall engines be run-up when hangars, shops, airplanes, or any building or persons are in the path of the propeller stream or jet exhaust.

§ 4. Fueling. No Aircraft shall be fueled or drained while the Aircraft's engine is running or while it is in a hangar or an enclosed area. During all fueling operations, the Aircraft shall be grounded by an approved method. An operable fire extinguisher shall be within easy access during all fueling operations.

§ 5. Fuel Transport and Storage. Aircraft Owners, or their employees, may transport aviation fuel in containers with a capacity of 10 gallons or less to their Aircraft, provided that the containers shall be immediately emptied into the Aircraft's fuel tanks in accordance with these Rules. Under no circumstances may fuel be stored in any hangar or building.

§ 6. Aircraft Parking and Storage. No Aircraft shall be parked or stored at the Airport except in the areas designated for such purposes. Aircraft parked in undesignated areas may be moved at the direction of the Airport Manager to a designated parking area at the Aircraft owner's expense and without liability for damage that may result from such moving. All parked aircraft shall be appropriately chocked and secured. Non-airworthy Aircraft shall not be stored at the Airport unless they are being serviced by an FBO or SASO. The Airport Manager shall have the authority to assess a fine in the amount of \$100.00 per day for any non-airworthy Aircraft stored at the Airport in violation of this Section, provided that the Airport Manager has sent written notice to the Aircraft Owner via first class mail to the Aircraft Owner's last known address and a period of five (5) days have transpired since the mailing of said notice.

§ 7. Moving of Damaged or Non-Airworthy Aircraft. The Airport Manager or his designee may, in compliance with any applicable NTSB, FAA, and other governmental regulations, move damaged or non-airworthy Aircraft from the landing areas, ramps, aprons, ramps, or other areas at the expense of the Aircraft Owner and without liability for damage resulting from such moving.

§ 8. Aircraft Repair. The performance of Aircraft and engine repair and maintenance is considered to be a Commercial Operation regulated by the County and City, except where the repair or maintenance is performed by the Aircraft Owner or his or her employees. The Airport Manager may designate areas where such Aircraft Owners may perform services on their own Aircraft and prohibit the performance of repair and maintenance in other areas, including tie down and hangar areas.

§ 9. Aircraft Registration. All Aircraft belonging to Base Customers must have government issued aircraft registration and owner/entity identification on file with the Airport Manager. Any change in ownership will require a change in registration and identification documents and must be reported to the Airport Manager.

§ 10. Limitations on Non-Powered Aircraft. Operations involving non-powered Aircraft, including gliders, balloons, parachuting, and other unusual and special classes of Aeronautical Activity shall not be permitted at the Airport without the prior approval of the Airport Manager or his designee, which shall not be unreasonably withheld.

ARTICLE IV MOTOR VEHICLE RULES AND REGULATIONS

§ 1. General Rule. Unless authorized by the Airport Manager or his designee, no person may operate any surface vehicle on Airport property except on designated roadways and parking areas, and in accordance with posted signage. No person or entity shall abandon or park for an extended period any motor vehicle or trailer device on Airport property. Any vehicles improperly parked on Airport property in violation of these Rules will be towed at the owner's expense and without liability to the County and City or their employees or independent contractors for any damage that may result from such towing.

§ 2. Restricted Access. No surface vehicles shall be permitted on runways, taxiways, Aprons, or Ramps without the express permission of the Airport Manager or his designee, unless the operation of such vehicle is in accordance with a prior agreement to accomplish a necessary Airport purpose, service, or inspection. The maximum speed permitted is 15 m.p.h. No all-terrain vehicles, go carts, or motorcycles will be permitted.

§ 3. Aircraft Owners. Aircraft Owners are authorized to operate their personal vehicles on the Airport Apron and parking areas in order to reach their Aircraft hangar or tie-down area. Vehicles shall not be parked on the Apron, Ramp, or Aircraft parking areas at any time.

§ 4. Safe Operation. No person shall operate any vehicle in a careless or negligent manner or in disregard for the safety of others. All vehicle operators must be properly licensed. All Aircraft shall have the right-of-way, and surface vehicles shall yield to Aircraft at all times.

ARTICLE V FIRE AND SAFETY

§ 1. Smoking Prohibited. Smoking is prohibited on Airport property except in designated smoking areas.

§ 2. Prohibition on Open Flame or Fire. No person shall start an open fire any place on the Airport without permission of the Airport Manager.

§ 3. Storage of Flammable Materials. No person shall store or use flammable material, equipment, or gases, or allow their hangars or storage area to become in such condition so as to violate, in any manner, the North Carolina State Fire Code. The storage of solvents, fuels, or other hazardous or volatile materials in Aircraft hangars or storage areas is prohibited. Small amounts of oil and other fluids used for the service of aircraft are permitted as allowed by the Fire Code.

§ 4. Fire Equipment. The Airport Manager or his designee shall ensure all hangars, trucks, tugs, and buildings are equipped with fire extinguishers. However, it shall be the responsibility of the owner or, in the case of hangars owned by the County and the City, the lessor of a hangar to purchase and maintain said fire extinguishers. Fire extinguishers shall be kept in good condition and inspected annually.

§ 5. Cleaning and Upkeep of Premises. Patrons are required to keep their premises clean and clear of rubbish, debris, old aircraft and vehicles, equipment that is not used in connection with Aeronautical Activity, and unsightly objects. This shall include hangars owned by Through-the-Fence Operators. If, after written warning by the Airport Manager, said premises are not cleaned, cleaning will be directed by the Airport Manager and billed to the tenant or Through-the-Fence Operator.

§ 6. Hazardous Materials. No person shall bring upon the Airport, or operate an aircraft upon the Airport, carrying hazardous materials, including Class A or Class B explosives, compressed gases, radiological substances, or any other articles or substances which are noxious or capable of endangering persons or property, without the express consent of the Airport Manager.

ARTICLE VI THROUGH-THE-FENCE OPERATIONS

§ 1. FAA Advisory. The FAA currently advises against allowing Through-the-Fence Operations. (See Advisory Circular AC 150 5190-7, Section 1.4.) The FAA has further advised airport sponsors that they are not obligated to allow Through-the-Fence operations given their potential to "place an encumbrance upon the airport property and reduce the airport's ability to meet its Federal obligations." Proposed new through-the-fence agreements must be submitted to the FAA Regional Airports Division for review and approval.

§ 2. Existing Through-the-Fence Operations. The County and the City have previously entered into access agreements with Through-the-Fence operators. These access agreements remain in effect; however, they are likely not assignable or transferable without prior FAA Regional Airports Division approval.

§ 3. Prohibition on New Through-the-Fence Operations. The County and City are under no obligation to and shall not provide any future access agreements to new Through-the-Fence operators. However, it is the intent of the County and City to make hangar space available to the public through lease, as provided in Article VII.

ARTICLE VII LEASING AIRPORT PROPERTY

§ 1. General. The County and the City shall be the sole lessors of Airport property and facilities. Leases shall comply with AC 5190.6B, Chapter 12 as appropriate to the Airport. The sublease of leased Airport property is prohibited unless approved in writing by the Airport Manager. Lease agreements must be approved by the Sampson County Board of Commissioners and the City of Clinton Council. All lessees shall be required to submit a detailed site plan which shall be reviewed and approved by the Airport Engineer prior to lease approval. All leases shall include a minimum insurance coverage requirement.

§ 2. Lessee Identification. Prior to execution of a lease agreement between the County and City, as lessor, and an individual or an entity, as lessee, the prospective lessee shall provide, at a minimum, the following information:

- A. If an Entity (corporation, limited liability company, etc.):
 - 1. A Certificate issued by the North Carolina Secretary of State evidencing the legal name of the entity and the fact that the entity is in good standing in North Carolina and authorized to do business in the State of North Carolina.
 - 2. If the entity is not a North Carolina entity, then, in addition to the requirement above, a Certificate issued by the State in which the entity is chartered evidencing the fact that the entity is in good standing in its State of domicile.
 - 3. A copy of the Articles of Incorporation or Organization and bylaws of the entity setting forth the owners of the entity.
 - 4. A Certified Resolution executed by the entity evidencing the fact that the individual signing the lease agreement on behalf of the entity has the authority to do so.
 - 5. A copy of a valid Driver's License, passport or other official identity card for the individual signing the Lease.

- B. If the entity operates under an assumed name:
 - 1. A copy of the Assumed Name Certificate recorded in the Sampson County Registry. If the Assumed Name Certificate is recorded in another county in North Carolina or another state, it should also be recorded in Sampson County.
 - 2. A copy of a valid Driver's License, passport or official identity card for the individual signing the Lease.
- C. If an individual:
 - 1. A copy of a valid Driver's License, passport or official identity card for the individual signing the Lease.

ARTICLE VIII MINIMUM STANDARDS

§ 1. Fixed Base Operator. As previously stated in Article I of these Rules, an FBO is a person or entity who has entered into a formal lease agreement or contract to provide the public with Aircraft storage, FAA approved domestic repair, flight student training, Aircraft sale and demonstration, Aircraft rental, and charter services at an owned or leased facility at the Airport. Only FBOs shall be permitted to engage in the public business of sales and dispensing of aviation fuels. No other SRSO or Commercial Operator shall be permitted to engage in these specific aeronautical business activities. However, FAA regulations allow an Aircraft Owner to self-fuel his or her own Aircraft, provided that such fueling is accomplished by the Aircraft Owner or his or her employees. An FBO shall be subject to the following Minimum Standards as well as any specific minimum standards applicable to services that are provided by the FBO, which are set forth in Article VIII, § 3.

A. The FBO must lease or otherwise provide an area with adequate space for: paved private auto parking; a paved aircraft Apron; paved pedestrian walkways; fuel storage facilities; and all aircraft storage, servicing utilities, and support facilities.

B. Land for underground or above-ground fuel storage tanks must be constructed and operated in accordance with all applicable environmental requirements and FAR Part 139.321 requirements on the FBO's premises. The total capacities shall be at least 30,000 gallons for Jet A and 10,000 gallons for 100LL to assure an adequate supply at all times. The FBO shall be required to provide both Jet A and 100LL fuels.

C. The fuel storage system must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel spill containment and countermeasures control plan.

D. The FBO shall be required to undertake, at its expense, any environmental testing which the Airport may request from time to time, and any remedial actions which the County and City may determine to be necessary or appropriate as a result of such testing. The FBO is responsible for compliance with all local, state and federal environmental laws, and remediation of any environmental violations at the premises.

E. All mobile dispensers must have bottom-refilling capabilities and jet fuel dispensers must have single point refueling capabilities.

F. All equipment shall be maintained and operated in accordance with OSHA, Local, State, and Federal regulations, and FAA regulations, including but not limited to FAR Part 139.321 with metering devices subject to independent inspection.

G. The FBO shall procure and maintain tools, jacks, tugs, towing equipment, tire repairing equipment, ground power units, emergency starting equipment, portable compressed air tanks, oxygen cart and supplies on request, fire extinguishers, mobile passenger stairs (on request) chocks, ropes, tie-down supplies, crew and passenger courtesy transportation vehicles and a "Follow-Me" vehicle, as appropriate and necessary for the servicing of Aircraft types normally expected to use the Airport.

H. All FBOs shall provide aircraft fueling and line services at a minimum from 7:00 a.m. to 6:00 p.m. EST, every day, or such other hours as may be mutually agreed upon in writing by the Airport Manager and FBO. On call service is required during hours of darkness.

I. All FBOs shall provide at a minimum one (1) FAA-licensed Aircraft mechanic and one (1) fuel service person.

J. All fuel service personnel shall have successfully completed a National Aviation Transportation Association (NATA) approved line technician safety course or similar fuel safety course provided by a major fuel company supplier approved by the Federal Aviation Administration for compliance with FAR Part 139 and all applicable FAA Advisory Circulars. Fuel service personnel must be recertified every 3 years or as required by FAA regulations and Advisory Circulars.

K. The FBO shall enter into a contract with the County and the City that shall include its agreement (i) to accept, be bound by, comply with, and conduct its business operations in accordance with these Rules, as amended; (ii) to indemnify and hold the County and City and their employees harmless from and against all actions, liabilities, claims, demands, damages, and losses arising out of acts or omissions of the FBO or its agents, representatives, owners, employees, officials or invitees.

L. The FBO shall maintain, without interruption at all times during its operation of at the Airport, commercial general liability insurance, including contractual liability coverage, on an occurrence form with coverage of at least one million dollars (\$1,000,000.00) combined single limit. The policy shall (i) be primary and noncontributory for the benefit of the County and the City, (ii) name the FBO as the named insured and include the County and the City as additional insureds, (iii) include a provision which provides that notice be given to the County and the City at least thirty (30) days prior to cancellation or material amendment thereof, (iv) not contain cross-claim, cross-suit or other exclusion clauses that would preclude additional insured parties from instituting causes of action against other insureds under the policy or that would otherwise limit coverage of additional insureds, (v) include contractual liability coverage applicable to the indemnity obligations of the FBO, and (vi) include the agreement of the insurer waiving rights of subrogation against the County and the City and their employees. The FBO shall (vii) pay all premiums on the insurance coverages as and when the premiums become due, (viii) furnish the Airport Manager, at least thirty (30) days prior to the expiration of each policy, with evidence satisfactory to the Airport Manager that the policy has been renewed or replaced, and (ix) provide copies of the insurance policies evidencing the coverages required herein upon request.

§ 2. Specialized Aviation Service Operators. As previously stated in Article I, an SASO is a special class of Commercial Operator who, unlike an FBO, offers a specialized or limited Aeronautical Service such as Aircraft sales, flight training, Aircraft maintenance, or avionics services. The following general requirements shall apply to all SASOs wishing to operate at the Airport:

A. A SASO that leases or subleases space at the Airport, leases and subleases shall be for a term of a minimum of one year. In addition, an application as outlined in Subsection _ of this Article VIII, § 2 must be completed.

B. Each SASO shall be staffed as necessary to provide the service for which it has been approved (including a qualified and experienced manager who is authorized to act on its behalf in the ordinary course of its business).

C. Each SASO shall enter into a contract with the County and the City that shall include its agreement (i) to accept, be bound by, comply with, and conduct its business operations in accordance with these Rules, as amended; (ii) to indemnify and hold the County and City and their employees harmless from and against all actions, liabilities, claims, demands, damages, and losses arising out of acts or omissions of the SASO or its agents, representatives, owners, employees, officials or invitees.

D. Each SASO shall maintain, without interruption at all times during the operation of the SASO at the Airport, commercial general liability insurance, including contractual liability coverage, on an occurrence form with coverage of at least one million dollars

(\$1,000,000.00) combined single limit. The policy shall (i) be primary and noncontributory for the benefit of the County and the City, (ii) name the SASO as the named insured and include the County and the City as an additional insured, (iii) include a provision which provides that notice be given to the County and the City at least thirty (30) days prior to cancellation or material amendment thereof, (iv) not contain cross-claim, cross-suit or other exclusion clauses that would preclude additional insured parties from instituting causes of action against other insureds under the policy or that would otherwise limit coverage of additional insureds, (v) include contractual liability coverage applicable to the indemnity obligations of the SASO, and (vi) include the agreement of the insurer waiving rights of subrogation against the County and the City. The SASO shall (vii) pay all premiums on the insurance coverages as and when the premiums become due, (viii) furnish the Airport Manager, at least thirty (30) days prior to the expiration of each policy, with evidence satisfactory to the Airport Manager that the policy has been renewed or replaced, and (ix) provide copies of the insurance policies evidencing the coverages required herein upon request.

E. Each SASO shall cooperate with the County and the City in the operation, management and control of the Airport and shall act as necessary to advance or promote the Airport and to develop and maintain the Airport as an attractive, efficient, and modem facility.

F. Each SASO shall furnish all services authorized or approved by the County and the City on a fair, and not unlawfully discriminatory basis to all persons, and shall charge fair, reasonable and no unlawfully discriminatory prices for each unit of service provided that the SASO may make reasonable discounts, rebates or other similar types of price reductions to volume purchasers, if permitted by law.

§ 3. Specific SASO Minimum Standards. In addition to the general SASO minimum requirements set forth in Article VIII, § 2 above, the following minimum requirements apply to specific SASO operations.

A. Aircraft Sales SASO. An Aircraft Sales SASO is a dealer in Aircraft, both new and used, engaged in the purchasing and selling of Aircraft. This is accomplished through various methods including matching potential purchasers with an aircraft (brokering), assisting a customer in the purchase or sale of an aircraft, or purchasing aircraft and marketing them to potential purchasers.

- 1. Have at least one (1) Aircraft sales person that has a current appropriate pilot certificate with appropriate aircraft type ratings available to meet customer needs.
- 2. Have at least one (1) aircraft listed for sale at all times and sell at least two (2) Aircraft in any twelve (12) month time period.

3. Lease office and or hangar space sufficient to meet market needs.

B. Aircraft Airframe and Power Plant Maintenance and Repair SASO. An Aircraft Airframe and Power Plant maintenance SASO provides one or a combination of airframe, engine and accessory overhaul and repair services on aircraft. This category shall also include the sale of Aircraft parts and accessories.

- 1. All Aircraft maintenance shall be performed in accordance with all applicable FAA regulations pertaining to the maintenance of Aircraft.
- 2. Provide general and preventative maintenance, inspection on a general basis, 100hour basis and annual inspection basis, for airframes and engines.
- 3. Have on duty a minimum of one (1) Mechanic who possesses a valid FAA Airframe and Power Plant Certificate and one (1) Mechanic who holds a valid FAA Inspection and Authorization Certificate.
- 4. Provide an adequate stock of repair parts for the Aircraft normally serviced at the Airport.
- 5. Aircraft Airframe and Power Plant Maintenance shall not be performed in any T-Hangars located at the Airport. Services must be provided from ventilated shop space.
- 6. If the SASO provides Aircraft painting and refurbishing, the SASO shall perform such services only inside a hangar or building and shall comply with all standards, rules, regulations and requirements of the FAA and any local, state or federal governmental agencies having jurisdiction over Aircraft painting and stripping.
- 7. Lease office and or hangar space sufficient to meet market needs.

C. Aircraft Rental SASO. An aircraft rental SASO provides general aviation aircraft for rental or lease to the public.

- 1. Have at least one (1) person available to meet customer needs.
- 2. Have available for rental a minimum of one (1) Aircraft that is owned or exclusively leased by the Commercial Operator properly equipped and FAA certified for rental. Additional rental aircraft shall meet these requirements.
- 3. Have available a properly certified FAA flight instructor capable of conducting flight checks for prospective renters.

4. Lease office and or hangar space sufficient to meet market needs.

D. Flight Training SASO. A flight training SASO engages in instructing pilots in dual and solo flight training and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check for the category of pilots' license involved. It also may engage in other flying services such as sightseeing flights, aerial photography, power line or pipeline patrol, etc.

- 1. Operate in accordance with all applicable FAA regulations pertaining to the operation of a flight school.
- 2. Provide a minimum of one (1) single engine aircraft for training and rental. The Aircraft must be owned by or under the exclusive control of the SASO. The Aircraft operated by the SASO must be maintained in an airworthy condition at all times in accordance with all applicable FAA regulations.
- 3. Provide at least one (1) Flight Instructor who is appropriately certified and rated with the FAA to provide the flight training offered by the Commercial Operator.
- 4. All instruction must be provided in accordance with all applicable FAA regulations pertaining to flight instruction.
- 5. If ground school training is offered the Commercial Operator shall have on hand and available for use such equipment and apparatus as would reasonably be expected to be available for such training.
- 6. Lease office space at the Airport that is sufficient to meet market needs and is properly lighted, climate controlled (heated and air conditioned), with bathroom facilities to be used for office, classroom and public use space.

E. Avionics, Instruments or Propeller Repair Station SASO. An avionics, instrument, or propeller repair station engages in the business of and provides a shop for the repair of aircraft avionics, propellers, instruments, and accessories for general aviation aircraft.

- 1. Have on duty at least one (1) person who holds valid repair station certificates required by the FAA and Federal Communications Commission that are applicable to the services provided.
- 2. Lease office and or hangar space sufficient to meet market needs.

F. Balloon SASO. An aerial activity involving the piloting of light-than-air aircraft that is not engine-driven that sustains flight through the use of either gas buoyancy or an

airborne heater. In addition to the requirements for Commercial Operators and the requirements for SASOs, the following requirements shall apply to Balloon SASOs.

- 1. Ballooning shall not be permitted at the Airport without the prior approval of the Airport Manager or his designee, which shall not be unreasonably withheld, and Balloon SASOs shall operate from an area designated by the Airport Manager.
- 2. Ballooning shall be subject to all federal and FAA requirements, including, but not limited to, those set forth in Title 14 of the Code of Federal Regulations and applicable FAA Advisory Circulars.
- 3. Provide copies to the Airport Manager of all appropriate FAA and U.S. Department of Transportation certifications and approvals required to operate.

G. Glider SASO. A heavier-than-air aircraft that is supported in flight by the dynamic reaction of the air against its lifting surfaces, and whose free flight does not depend principally on an engine. IN addition to the requirements for Commercial Operators and the requirements for SASOs, the following requirements shall apply to Glider operations that are offered to the public and/or for commercial purposes:

- 1. Gliders shall not be permitted at the Airport without the prior approval of the Airport Manager or his designee, which shall not be unreasonably withheld, and Glider SASOs shall operate from an area designated by the Airport Manager.
- 2. Glider SASOs shall be subject to all applicable federal and FAA requirements.
- 3. Provide copies to the Airport Manager of all appropriate FAA and U.S. Department of Transportation certifications and approvals required to operate.

H. Skydiving and Parachuting SASO. An aerial activity whereby one or more persons intentionally descends to the surface from an Aircraft in flight, and shall not include flight by use of a powered parachute. In addition to the requirements for Commercial Operators and the requirements for SASOs, the following requirements shall apply to skydiving and parachuting:

- 1. Parachuting shall not be permitted at the Airport without the prior approval of the Airport Manager or his designee, which shall not be unreasonably withheld, and Skydiving and Parachuting SASOs shall operate from an area designated by the Airport Manager.
- 2. Parachuting shall be subject to all FAA requirements, including, but not limited to, those set forth in FAR Part 105 and related FAA Advisory Circulars.

- 3. Provide copies to the Airport Manager of all appropriate FAA and U.S. Department of Transportation certifications and approvals required to operate.
- 4. Maintain a manifest of each skydiver transported for Skydiving or Parachuting purposes at the Airport. Such manifest shall include the name and address of each Skydiver, and the U.S. Parachute Association license, if any, held by such Skydiver. These manifests shall be maintained for no less than three (3) years, and the Airport Manager shall be permitted to inspect the manifests.

§ 4. Requirements for Commercial Operators. The following minimum requirements shall apply to all Commercial Operators, including, but not limited to, FBOs and SASOs.

A. Each Commercial Operator, person, party, firm or corporation operating on or at the Airport must comply with all federal, state, and local environmental requirements.

B. A Commercial Operator wishing to provide any Aeronautical Service not described in Article VIII §§ 1, 2, and 3, including, but not limited to, aerial advertising, photography, aerial application, traffic reporting, pilot service, and aircraft management, may conduct such activities upon application to and approval of the County and the City. Reasonable terms and conditions for the privilege of engaging in these various services will be established by the County and the City commensurate with the nature and the scope of the activities involved.

C. If the Airport Manager determines that any of these Minimum Standards have been violated and that the violation has not been resolved by notice to and discussion with the Commercial Operator, the Airport Manager may recommend to the County and the City that formal action be taken to correct the violation. The County and the City shall allow the Commercial Operator notice and an opportunity to be heard before deciding whether and what action should be taken for the violation. Such action may include, but not be limited to suspension of operations at the Airport or revocation of the right to conduct business at the Airport.

D. All Commercial Operators shall comply with the E-Verify requirements set forth in Article 2 of Chapter 64 of the General Statutes of North Carolina.

E. All Commercial Operators and MSPs agree that in the event facilities are constructed, maintained or otherwise operated on Airport property for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, each Commercial Operator or MSP shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 CPR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation as may be amended.

F. All Commercial Operators and MSPs agree that no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities. Furthermore, in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.

§ 5. Application Process for Commercial Operators. All new Commercial Operators, including, but not limited to, FBOs and SASOs, shall submit an application and comply with the application process set forth herein below.

A. A prospective Commercial Operator seeking to provide service at the Airport shall submit to the Airport Manager a written application including the following information, as applicable, and thereafter, such additional information as may be reasonably required by the Airport Manager.

- 1. A description of services to be offered and the business plan to provide such services including Aircraft ownership, if Aircraft are to be used in the conduct of the business, and whether or not subtenants are to be used to meet these standards.
- 2. The amount of land required for the proposed service and any proposed construction.
- 3. A detailed site plan depicting the building space and facilities required or to be constructed.
- 4. The number and types of Aircraft to be utilized.
- 5. The number of persons to be employed.
- 6. The proposed hours of operation.
- 7. The types and coverage limits of insurance to be maintained.
- 8. Evidence of the Commercial Operator's past experience, financial capability, credit worthiness, and technical ability to perform and/or develop the proposed services and facilities.
- 9. The name(s), address(es), and telephone number(s) of the owners and/or principal(s) of the business and the proposed operating name of the business, as well as evidence of incorporation or authorization to conduct

business in the state of North Carolina, as more particularly set forth in Article VI, § 2 of these Rules.

- 10. The tools, equipment, services, and inventory, if any, that the Commercial Operator will furnish for the proposed service.
- 11. The proposed date for commencement of the activity and the requested length of term to conduct the same.
- 12. The estimated cost of any structure or facilities to be constructed or furnished, proposed specifications, and the means and method of financing such construction.
- 13. The intended location and layout plan of any proposed or future development.

B. The County and the City may deny any proposal to conduct commercial, business or Aeronautical Activities if the County and the City find any one of the following:

- 1. The Commercial Operator does not meet the qualifications and requirements established by the Minimum Standards or is not prepared to meet said Standards within a reasonable time, as established by the County and the City, not to exceed one (1) year.
- 2. The proposed operation or construction will create a safety hazard on the Airport.
- 3. Approval to conduct the proposed service will require the County and the City to spend funds or to supply labor or materials in connection with the proposed operation or the operation will result in a financial loss to the County and the City.
- 4. No appropriate, adequate, or available land or facilities exist at the Airport which would accommodate the Commercial Operator's proposed activities on the date of the application or within a reasonable time thereafter, not to exceed one year.
- 5. Airport development or construction required for the proposed operation does not comply or is inconsistent with the Airport Layout Plan then in effect or conflicts with federal, state, or local rules and regulations.
- 6. The development or use of the land area requested by the Commercial Operator will result in Aircraft or building congestion or will unduly

interfere with the operations of any present Commercial Operator on the Airport or might restrict Aircraft access to any Commercial Operator's area.

- 7. The Commercial Operator has either intentionally or unintentionally provided incorrect information or falsified the application or supporting documents or has omitted relevant information.
- 8. The Commercial Operator has failed to make full disclosure on the application or supporting documents.
- 9. The Commercial Operator has a record of violating the rules and regulations of any other airport, FAA standards or regulations, or any other rules and regulations applicable to the County and the City.
- 10. Any party applying or interested in the business has defaulted in the performance of any lease or any other agreement with the County and/or the City or Civil Rights Act.
- 11. On the basis of current financial information, the Commercial Operator does not, in the opinion of the County and the City, exhibit adequate financial responsibility to undertake the proposed services.
- 12. The Commercial Operator cannot provide a performance bond or other adequate security in an amount required by the County and the City to ensure performance of its obligations under its proposed lease or permit or ensure completion of any associated construction.
- 13. The Commercial Operator has been convicted of any felony or a misdemeanor involving moral turpitude or has been placed on the Convicted Vendor List.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

These Rules and Regulations and Minimum Standards for the Clinton-Sampson County Airport were recommended by the Clinton-Sampson County Airport Authority and were adopted by the Sampson County Board of Commissioners and the City of Clinton Council on April 3, 2023 and April 4, 2023, respectively.

LUTHER D. STARLING, JR., Mayor, City of Clinton

ATTEST:

ELAINE F. HUNT, Clerk, City of Clinton

> R. JEROL KIVETT, Chairman, Sampson County Board of Commissioners

ATTEST:

STEPHANIE P. SHANNON, Clerk, Sampson County Board of Commissioners

SAMPSON COUNTY BOARD OF COMMISSIONERS

ITEM AE	STRACT	ITEM NO.	 4
Meeting Date:	April 3, 2023	Information Only Report/Presentation Action Item x Consent Agenda	 Public Comment Closed Session Planning/Zoning Water District Issue

SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ATTACHMENTS:

As Board of Commissioners

- a. Approve the minutes of the March 6, 2023, 2023 Board meeting
- b. Authorize Sampson County DSS Advisory Committee Name Change
- c. Approve the Sampson County DSS Cash Management and Segregation of Duties Policy
- d. Authorize Request to Discard Items from the collections of the Sampson-Clinton Public Library System
- e. Authorize a lease of County property between Sampson County and Lynn S. Carr and adopt a resolution authorizing the County Manager to execute a lease agreement on behalf of Sampson County
- f. Authorize a lease of County property between Sampson County and James Dennis Lee and Terry M. Raynor and adopt a resolution authorizing the County Manager to execute a lease agreement on behalf of Sampson County
- g. Adopt a resolution accepting an offer by Kristal V. Garcia (Valle-Garcia Properties, LLC) to purchase certain real estate and authorizing the Chairman of the Board to execute a warranty deed and any such other documents necessary for the transfer of said property
- h. Approve an amendment changing the due date of the previous year's Audit Contract
- i. Approve the budget amendments as submitted
- j. Approve the tax refunds and releases as submitted

(Continued on next page)

As Board of Health

- k. Approve the SCHD Fee/Cpt Code Update
- 1. Approve the SCHD 2022-2026 Strategic Plan

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 6, 2022, in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Jerol Kivett, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin and Allen McLamb. Members absent: Commissioner Lethia Lee.

Chairman Jerol Kivett called the meeting to order and turned the meeting over to Vice Chairperson Sue Lee. Vice Chairperson Sue Lee provided the invocation and then led the Pledge of Allegiance.

Approval of Agenda

Upon a motion by Commissioner Godwin and seconded by Commissioner McLamb, the Board voted unanimously to approve the agenda as published.

Item 1: Public Hearings

<u>Naming of Private Roads</u> Chairman Kivett opened a public hearing and called upon Clerk to the Board Stephanie Shannon who informed the Board that the County has duly advertised a public hearing to receive comments on the recommendations of the Road Naming Committee with regard to the names of certain private roads. The Road Naming Committee recommends that PVT 1834-609 be named Landmark Drive. Chairman Kivett opened the floor for comments and hearing none closed the public hearing. Upon a motion by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to name the road as recommended.

<u>Amendments to the FY 22-23 Economic Development Budget</u> Chairman Kivett opened a public hearing and called upon Assistant Economic Development Director Ray Jordan who discussed adding funds in the amount of \$120,000 from a NC Commerce Building Reuse grant to the Economic Development Budget. He explained that these funds will support the renovation of a 400,000 square foot building located in Roseboro. Chairman Kivett opened the floor for comments and hearing none closed the public hearing. Upon a motion by Chairman Kivett and seconded by Vice Chairperson Sue Lee, the Board voted unanimously to approve the amendments to the Economic Development budget as requested.

Item 2: Action Items

<u>Annexation of Property</u> Chairman Kivett called upon Assistant Economic Development Director Ray Jordan who recommended that the Board request that the City of Clinton annex 120-acres ± purchased by the County in the fall of 2020. Mr. Jordan explained that this annexation will allow new industry locating to Sampson Southeast Business Center to receive the same services provided by the City of Clinton as those currently within the park. Upon a motion by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to adopt a resolution authorizing the Board Chair to execute on behalf of Sampson County a Petition for Voluntary Annexation. (Copy filed in Inc. Minute Book _____, Page _____)

"Wave Two" Opioid Settlements Chairman Kivett called upon County Attorney Joel Starling who stated that in June 2019, the Board of Commissioners declared the opioid epidemic in Sampson County a public nuisance and hired outside counsel to initiate litigation against certain opioid manufacturers, distributors, and pharmacies. In December 2021, the Board of Commissioners approved settlements with four companies, distributors McKesson, Cardinal Health, and AmerisourceBergen and manufacturer Janssen Pharmaceuticals. These "First Wave" Settlements provide for payments totaling \$26 billion over 18 years, approximately \$750 million of which will flow to state and local governments in North Carolina. First Wave Settlement payments have already begun, with Sampson County receiving its first settlement payment installment last year. Mr. Starling went on to explain that Sampson County's outside counsel and the North Carolina Department of Justice recently notified the County of a "second wave" of tentative settlements with the following defendants: Walmart, Inc., Teva Pharmaceutical Industries, Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreens Co. These settlements will involve the payment of \$21 billion in additional settlement funds, with more than \$600 million in additional settlement funds to be paid to North Carolina state and local governments. Sampson County's outside counsel as well as the North Carolina Association of County Commissioners and the North Carolina Attorney General have recommended that eligible North Carolina local governments, including Sampson County, participate in the Wave Two Settlements. In order to participate in the settlements, local governments must execute the Supplemental Agreement for Additional Funds and Wave Two Settlements on or before April 18, 2023. Upon a motion by Chairman Kivett and seconded by Commissioner McLamb, the Board voted unanimously to adopt a resolution authorizing the execution of Opioid Settlements and approving the Supplemental Agreement for Additional Funds between the State of North Carolina and Local Governments on proceeds relating to the settlement of Opioid Litigation (Copy filed in Inc. Minute Book _____, Page _____.) Upon a motion by Vice Chairperson Lee and seconded by Commissioner McLamb, the Board voted unanimously to authorize the County Manager to execute the Supplemental Agreement for Additional Funds from additional settlements of Opioid Litigation and any other necessary documents.

<u>Award of Bid for Rehabilitation of Four Homes in the ESFRLP20 Program</u> Chairman Kivett called upon Finance Officer David Clack who explained that the County advertised for bids for the rehabilitation of four homes in the Essential Single Family Home Loan Pool 2020 Program on February 11, 2023. Those bids were opened and read aloud on February 28, 2023. The Adams Company reviewed the bids and found Thomas J. Holland to be the lowest responsive bidder for all four homes. Upon a motion by Commissioner Godwin and seconded by Vice Chairperson Lee, the Board voted unanimously to award the bids for rehabilitation of four homes [Shirlene Peacock (Contingent upon a change order to reduce the overall bid price to below budget), Alice Boykin, Lillie Kirby, and Ester Draughan (Contingent upon North Carolina Housing Finance Agency providing additional funding)] in the ESFRLP20 Program to Thomas J. Holland as recommended by The Adams Company.

<u>Award of Bid for Reconstruction/Rehabilitation of Two Homes in the CDBG-NR</u> <u>Program</u> Chairman Kivett called again upon David Clack who informed the Board that the County advertised for bids for the reconstruction/rehabilitation of two homes in the Community Development Block Grant – Neighborhood Revitalization Program on February 18, 2023. These bids were opened and read aloud on March 6, 2023. The Adams Company found Finesse Builders, Inc. to be the lowest responsive bidder for Contract Suzie Cooper. Upon a motion by Chairman Kivett and seconded by Commissioner Godwin, the Board voted unanimously to award the bid for Contract Suzie Cooper to Finesse Builders, Inc. (Owner Ginger Carter) at the bid price of \$164,960. There were no bids submitted for Contract James Fryar. The Board agreed to re-advertise for bidding using different methods with the goal of acquiring a minimum of two bids as recommended by The Adams Company.

Award of Bid for Roseboro Water Main Extension Project Chairman Kivett called upon David Ross with Dewberry Engineers who provided the Board with information on the Roseboro Water Main Extension Project. Mr. Ross explained that bids were opened and read aloud on March 2, 2023, and that one bidder (Herring-Rivenbark) came in under budget. Mr. Ross added that this project is entirely funded by SCIF funds. Upon a motion by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to adopt a resolution awarding the bid for the Roseboro Water Main Extension Project to the lowest responsive, responsible bidder, Herring-Rivenbark, and authorizing the County Manager to execute a contract for the construction of the water main extensions at a total price of \$986,538.76. (Copy filed in Inc. Minute Book _____, Page _____.) Following this bid award, Mr. Causey took a moment to introduce the Board to Interim Public Works Director Mark Turlington. Mr. Turlington has been with Sampson County for almost ten years and has assumed the role of Interim Director of the Public Works Department following the departure of the previous director, Lin Reynolds.

Item 3: Consent Agenda

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

- a. Approved the minutes of the February 6, 2023 Board meeting (Copy filed in Inc. Minute Book ______.)
- b. Authorized the execution of the EMS Clinical Internship Agreement between the County and Sampson Community College
- c. Approved the new rate schedule for Sampson County Expo Center
- d. Authorized a surplus vehicle transfer to Autryville Volunteer Fire Department
- e. Approved the budget amendments as submitted

EXPENDITURE		Aging		
<u>Code Number</u>		Description (Object of Expenditure)	<u>Increase</u>	<u>Decrease</u>
02558710	526200	Adult Day Center Department Supplies	\$285.	
REVENUE				
<u>Code Number</u>		Source of Revenue	<u>Increase</u>	<u>Decrease</u>
02035871	408401	Adult Day Center Donations	\$285.	
EXPENDITURE		Emergency Management		
<u>Code Number</u>		Description (Object of Expenditure)	<u>Increase</u>	<u>Decrease</u>
11243300	554000	Capital Outlay – Vehicles	\$35 <i>,</i> 330.	
REVENUE				

<u>Code Number</u> 11034330	408402	Source of Revenue Donations	<u>Increase</u> \$35,330.	<u>Decrease</u>
EXPENDITURE Code Number 62998610 REVENUE	544008	Expo Center <u>Description (Object of Expenditure)</u> Contracted Services – Other	<u>Increase</u> \$6,000.	<u>Decrease</u>
<u>Code Number</u> 62939861	408903	<u>Source of Revenue</u> Services Other - Revenue	<u>Increase</u> \$6,000.	<u>Decrease</u>
EXPENDITURE Code Number 11243800 11243800 REVENUE	523900 526200		<u>Increase</u> \$1,500. \$1,895.	<u>Decrease</u>
<u>Code Number</u> 11034380	408401	Source of Revenue Donations	<u>Increase</u> \$3,395.	<u>Decrease</u>
EXPENDITURE Code Number 12551250 REVENUE	519900	Health Department – Communicable Disease Description (Object of Expenditure) Other Professional Services	<u>Increase</u> \$2035.	<u>Decrease</u>
<u>Code Number</u> 12535125	404000	Source of Revenue State Assistance	<u>Increase</u> \$2035.	<u>Decrease</u>
EXPENDITURE Code Number 12551670 REVENUE	544000	Health Department - WIC Description (Object of Expenditure) Contract Services	<u>Increase</u> \$23,406.	<u>Decrease</u>
<u>Code Number</u> 12535167	404000	Source of Revenue State Assistance	<u>Increase</u> \$23,406.	<u>Decrease</u>
EXPENDITURE Code Number 28349610 REVENUE	526201	Soil and Water <u>Description (Object of Expenditure)</u> Department Supplies and Equipment	<u>Increase</u> \$1,500.	<u>Decrease</u>
<u>Code Number</u> 28334961	403609	Source of Revenue State-District Matching Funds	<u>Increase</u> \$1,500.	<u>Decrease</u>
EXPENDITURE Code Number 11243700 REVENUE	526201	Emergency Management <u>Description (Object of Expenditure)</u> Department Supplies and Equipment	<u>lncrease</u> \$4,444.	<u>Decrease</u>
<u>Code Number</u> 11034330	408402	Source of Revenue Donations	<u>Increase</u> \$4,444.	<u>Decrease</u>

f. Approved the tax refunds and releases as submitte	and releases as submitted	pproved the tax refund	f.
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Item 4: Consideration of Tax Appeal (Workout Anytime)

Chairman Kivett stated that assessments and billings have been issued as a result of business personal property compliance reviews. Workout Anytime requested an adjustment of the penalties applied to its account, pursuant to North Carolina General Statutes, for failure to timely list their business personal property. The total penalty on the account amounted to \$6,079.42. Upon a motion by Chairman Kivett and seconded by Commissioner McLamb the Board voted unanimously to waive ½ of the penalty on this appeal.

Item 5: County Manager's Report

County Manager Ed Causey informed the Board that there are a lot of contracts and a lot of work being done in the County that would not be possible without the funding help of our legislators. He stated that there is close to \$30 million currently being used for projects relating to water and infrastructure. He also reminded the Board that rather than adjourning this meeting, the Board should recess to reconvene on April 3, 2023, at 4:00 pm at the Sampson County Cooperative Extension office for their annual presentation and dinner prior to the regularly scheduled monthly meeting.

Item 7: Public Comment Period

Following a brief overview of Public Comment Policies and Procedures by Clerk to the Board Stephanie Shannon, Chairman Kivett opened the floor for public comments. The following were received:

Elaine F. Hunt, 7171 Old Warsaw Road, Turkey, NC – "First, I want to applaud you all for what you did for the people in Ivanhoe. I know you have a long ways to go on that project, but still, I thank God for what you've done thus far, and I know there's a proverb that says "out of sight, out of mind," and so I'm sure none of you all have thought about me and my coming since I

came last. But our problem still exists. We still have rusty water, and we're still seeking help from you all regarding our rusty water on Old Warsaw Road, in the vicinity of 7171 Old Warsaw Road. You have County water at a certain point, but where I stay, along with others, we do not have the County water and we need County water. We can't drink our water like I'm sure you all can and we're requesting that you all look into the matter that we've brought before you this evening and in days gone past. I realize that we don't have the number of houses that you stated we needed to have, but we can't help that we don't have the houses and there are exceptions made each and every day and we're asking you all to make some exceptions when it comes to the requirement of the number of houses and to help us out because we need help. We need quality water to drink like everybody else and I think we deserve it. I know the policy you all have that I read was outdated, and revisions I asked that you look at your policy that was given to me I think by Mr. Reynolds. And just help the people on Old Warsaw Road out with our water. I thank you for your consideration in this matter, and I thank you for listening to me at this time. Thank you."

Almond F. Butler, 1265 Nathan Dudley Road, Clinton, NC – "My problem is the same as hers. I signed up for water whenever the project was first started. We've been living at Dudley Road since 1979. We decided to sell some land, we got a contractor, he told us that once he built the houses he was going to run water down. He come back and said he can't afford to and put wells down. I have about six neighbors and their water is the same as mine: so much iron in it you can't drink it. That's why we're here. To see what the County can do to help us. He ran a temporary line and it's only about 1,200 feet from where we are, but it's going to take at least 1,500 feet to cover everybody. We just hope and pray that in a short time we can have some County water. I have the list here with everybody's name on it that signed it. I don't know who wants it to who I turn it in to, but this is all I have."

Chairman's Budget Comments

Following the public comment period, Chairman Kivett made the following statement regarding budget preparation and misinformation:

"As we begin March, we are now in the budget process. It is important for everyone to understand our strengths as well as concerns as we move forward. There are two positives that come to mind. First, we received a very positive audit that indicates sound fiscal policy and a reasonable fund balance. However, the audit does not specifically address future cash flows. Second, the county has and is making an investment in economic development. This may cause questions in the short term. However, the Board has a responsibility to plan as much as possible for the long term while considering our many short-term needs.

By State law the County is required to develop, enact, and adhere to a budget every year. As we start our budget deliberations, we need to be mindful of our circumstances to ensure that our short-term decisions are consistent with both the short and long term needs of the county. First, our tax rate is one of the highest in the State. Without question, we will need additional revenue. To the extent possible, we need to look for alternative ways to increase revenue without significantly affecting the tax rate. This thought assumes that we will minimize increases in operating expenses. Today, we are living in unprecedented times. COVID has changed our lives in more ways than we ever imagined. The medical side was extreme enough, but I fear that the economical impact is going to affect every aspect of our lives for many years to come. Inflation is at a forty-year high and at a magnitude never seen in our lifetime. Our federal government's concept of free spending and operating without a balanced budget is not a sound concept to govern. This is also not an option for local county governments, by law.

Last year, our projected tax base increased by approximately \$10,000,000. This increase was not enough to sustain our increased cost of operations. This Board reduced the recommended budget by approximately \$2,500,000. Over \$1,000,000 was cut by deferring deposits into a variety of reserve accounts that are needed for the long-term maintenance of our facilities. We cannot defer these types of deposits on a regular basis. On the positive side, we have projected increases in sales taxes over the last several years. As the amount of Federal money injected into the system declines, we are concerned that we may not be able to project continued significant increases in sales tax.

We are also concerned about inflation and other supply chain issues. On a monthly basis, our county expenditures on electricity, gas and other utilities are concerning. These costs are increasing for county government in the same manner that individual homeowners and businesses are facing. Like private business and residential homeowners, we have the same level of revenue shortages that must be resolved. Medicaid Transformation is underway. It is also quite possible that our revenues for transportation will not increase significantly and quite possibly show some decline.

Medicaid Expansion is currently being considered by the NC Legislature and will most likely pass. Even though the federal government is projected to cover the costs, we know from experience that eventually the State will have to share in the burden which always trickles down in the end to the County. Our feasibility study predicts that our county will have considerable costs on top of our current annual budget of \$6 million for this department alone. My fear is that this expense will require tax increases.

Our employees are our most valuable resource. Much has been said about the financial challenges faced by our employees during the pandemic and during this period of high inflation. We are quite proud of what has been accomplished. In the last eighteen months all county employees have received approximately fifteen percent increases in their salaries (12.5% increase plus a 2.1% bonus) with Detention Officers receiving twenty percent (17.5% plus 2.1% bonus). At the same time, we recognize that many of our departments are facing significant vacancies, however, the available workforce is almost non-existent. The shortage of employees is not unique to Sampson County but is prevalent nationwide. Many of the vacancy challenges can be attributed to our inability to keep up with market conditions for salaries. This is why the Board has voted to complete the market study. The market study also demonstrates the Board's commitment to all employees. There will be a cost associated with the implementation of the market study. We are committed to meeting these needs and it has always been considered a top priority contrary to social media's constant barrage of misinformation.

We want to commend our County Manager, Ed Causey, and staff, for their tireless efforts in accommodating the wishes of the Board of Commissioners. In the six plus years that I have

served on the Board, I have found county management to be professional, open minded, and receptive to any and all of our recommendations. Another misconception is that this is the County Manager's budget, it is not....it is the budget that this Board scrutinized, adjusted, and approved after hours of deliberation.

Everyone on this Board is a product of Sampson County of which we are all proud. We serve as Commissioners not for financial gain but to offer our services to the County in which we grew up and love. We believe the long-term future for Sampson County will be quite positive if we work together to accomplish these goals. It will behoove us to move forward in a thoughtful and deliberate fashion."

Recess to Reconvene

Upon a motion made by Vice Chairperson Lee and seconded by Chairman Kivett, the Board voted unanimously to Recess to Reconvene at 4:00 pm on Monday, April 3, 2023, at the Sampson County Cooperative Extension Office, 55 Agriculture Place, Clinton, NC.

R. Jerol Kivett, Chairman

Stephanie P. Shannon, Clerk to the Board

SAMPSON COUNTY DEPARTMENT OF SOCIAL SERVICES POST OFFICE BOX 1105 CLINTON, NORTH CAROLINA 28329

360 COUNTY COMPLEX RD SUITE 100 Director Lynn S. Fields

TELE: (910) 592-7131 FAX: (910) 592-3763

March 14, 2023

To: Ed Causey Sampson County Commissioners

From: Lynn Fields

Re: Sampson County DSS Advisory Committee

In April 2018, the Sampson County Board of Commissioners assumed direct control of the Board of Social Services and established the Advisory Board to provide feedback to the commissioners on social conditions needs within the community. Over the past year, I have participated in multiple meetings with Kristi Nickodem, Assistant Professor of Public Law and Government at UNC Chapel Hill, in which she discussed various types of boards associated with Departments of Social Services and the responsibilities of those boards. Based on the information received, it appears that the committee established for the Department of Social Services is more aligned with a resource committee rather than an advisory committee.

After discussion at our January 2023 meeting, the Advisory Committee members present agreed that based on the current role of the committee, a name change would be beneficial in order to be more representative of the current purpose of the committee. On behalf of the Advisory Committee, I am requesting that the name of the current Department of Social Services Advisory Committee be changed to Department of Social Services Resource Committee. This name is more representative of the role of the committee as the members serve to identify resources available as well as those needed within the county.

Thank you in advance for your consideration to this request.

SAMPSON COUNTY DEPARTMENT OF SOCIAL SERVICES POST OFFICE BOX 1105 CLINTON, NORTH CAROLINA 28329 Director

360 COUNTY COMPLEX RD SUITE 100

Lynn S. Fields

TELE: (910) 592-7131 FAX: (910) 592-4297

Sampson County Department of Social Services CASH MANAGEMENT and SEGREGATION of DUTIES POLICY

Effective as of April 1, 2012 Revised: March 1, 2023

I. **Purpose of Policy**

The objective of this policy is to set forth procedures for handling all funds received by the Department of Social Services.

II. **Payment/Donation Sources**

This policy includes, but may not be limited to, funds received for/via the following sources: Program Integrity, Donations, Trust Checks, Returned Cash Assistance Payments, Copy Fees, Adoption Services Fees, Gift Cards and Child Support. Funds received can be in the form of cash, money order, gift card, credit card or personal/certified check.

III. **Payment/Donation Procedures (Non-Child Support)**

A. As an employee encounters any individual with a need to make a payment/donation, they will refer the person to the Child Support Reception window. The Child Support Processing Assistant IV, or the next authorized staff person, will process the payment. Unless there is an authorized exception, no other employees are to accept payments and/or donations.

Staff authorized to accept and receipt payments/donations: Anita Brown, Child Support Receptionist/PA IV; Karol Sampson, HS Evaluator; Alice Young, Admin Assistant-HR/Clerical.

- B. All funds received in the agency must be locked in the designated file drawer until taken for daily deposit to the Sampson County Finance Office. If funds are received after the daily deposit has been made, "After Deposit" must be written on all copies of the receipt and the payment will be held for the next day's deposit.
- C. For Receivables by Mail:
 - 1. The Processing Assistant IV (Clerical Unit) picks up all mail received through USPS. The Processing Assistant delivers all mail to the Admin Assistant-HR/Clerical for scanning and distribution. The Admin Assistant-HR/Clerical will deliver all payments to the Child Support Processing Assistant IV (or designee) who will log all checks or cash received via USPS onto the "Daily Cash Log" in the Deposit Only binder; noting date received, check number or "cash", the amount whom the payment is received from and to whom the payment is forwarded. Payments are placed in the respective bank bag. The bank bag is placed in the designated file drawer and locked.

- 2. Additional procedures (for certain payments/donations) are as follows:
 - a. Trust Deposits

The Child Support Processing Assistant IV (or designee) logs the payment in the **Mail In** notebook. No receipt is written. The payment and a copy of the log are placed in the bank bag. The Administrative Assistant IV or the Business Officer will complete a trust deposit breakdown to be submitted to Finance with the yellow receipt copies. A copy of the breakdown is emailed to the Services Program Managers and Services Support worker.

b. Program Integrity

The Child Support Processing Assistant IV (designee) writes a handwritten, pre-numbered receipt from a Sampson County Finance Office issued receipt book. The Program Integrity Unit's staff retrieves the white copy of the receipt to mail to the debtor, yellow copy forwarded to the SC Finance Office with the daily deposit and the pink copy remains in the receipt book. The Program Integrity staff member will make a photocopy of the white copy of the receipt for the Program Integrity file.

c. Disability Determination Reimbursement

For Disability Determination Services reimbursement checks from NC DHHS-DHB, the Child Support Processing Assistant IV (designee) logs the payment in the **Mail In** notebook. No receipt is written. Checks are placed in the bank bag for deposit.

d. Christmas Cheer

The Child Support Processing Assistant IV (designee) writes a handwritten, pre-numbered receipt from a Sampson County Finance Office issued receipt book. The white copy is given to the donor or mailed by Social Work staff, yellow copy goes in the bank bag with the funds and the pink copy remains in the receipt book. The Processing Assistant IV makes copies of all receipts and checks for the Business Officer.

e. Gift Card Donations

The Child Support Processing Assistant IV (designee) writes a handwritten, pre-numbered receipt from a Sampson County Finance Office issued receipt book marked "Gift Cards Only". The white copy is given to the donor or is mailed by Social Work staff, yellow copy goes to the designated program person (SWS Tracey Odom) and the pink copy remains in the receipt book. The Processing Assistant IV makes copies of all receipts to give to the Business Officer along with the gift cards to be secured in the agency safe.

f. Returned Cash Assistance Payments

Child Support Processing Assistant IV (designee) maintains a log of all cash assistance checks (Special Assistance, Work First, etc.) returned by the USPS and locks these checks in a designated file drawer. The Child Support Processing Assistant IV (designee) notifies the proper supervisor/worker of the receipt of these returned checks. The Supervisor/Worker signs the log when the check(s) is retrieved and documents the log stating the disposition of the check(s).

EBT cards returned to the agency will be handled by the Clerical Unit as follows: Clerical staff maintains a log of all cash assistance EBT cards returned by the USPS and locks these cards in a designated file drawer. The Clerical staff member notifies the proper supervisor/worker of the receipt of these returned cards. The Supervisor (designee) notifies the client that the agency has the card. When the client comes in, they are routed to the Front Desk Receptionist. The client must show a picture ID and sign the log before receiving the EBT card from a staff member.

D. For Receivables from Walk-Ins:

All individuals requesting to make a payment/donation are to routed to the Child Support Reception window where the Processing Assistant IV (designee) will accept the payment, and provide the individual with a handwritten, pre-numbered receipt from a Sampson County Finance Office issued receipt book. The white copy is given to the payer, yellow copy forwarded to the SC Finance Office with the daily deposit and the pink copy remains in the receipt book. The Child Support Processing Assistant IV will make a photocopy of the white copy of the receipt for the Program Integrity unit and place the copy in the Program Integrity drop box.

- 1. Payments or donations retrieved from the drop-box must be immediately forwarded to the Child Support Processing Assistant IV to be handled as described in III C. above.
- 2. Additional procedures (for **Christmas Cheer**) are as follows: The Child Support Processing Assistant IV (designee) writes a handwritten, pre-numbered receipt from a Sampson County Finance Office issued receipt book marked **Walk In**. The white copy is given/mailed to the donor, the yellow copy goes in the bank bag with the funds and the pink copy remains in the receipt book. The Processing Assistant IV makes copies of all receipts and checks for the Business Officer.

IV. <u>Payment/Donation Procedures (Child Support)</u>

A. The Child Support Unit receipts in payments for:

- Application Fees,
- Legal Fees/Court Cost, and
- Paternity Testing Fees
- B. Fees may be collected by walk-in or mail-in.

C. Walk-In Payments

Child Support customers see the Child Support Agent handling their case when they visit the Agency. The Agent determines all fees for application, legal services and paternity testing. Once a fee is determined, the Agent escorts the customer to the Child Support Processing Assistant IV (designee). The Child Support Processing Assistant IV (designee) completes a handwritten, prenumbered receipt from a Sampson County Finance Office issued receipt book. The white copy of the receipt is given to the payer, yellow copy forwarded to the SC Finance Office with the daily deposit and the pink copy remains in the receipt book. The Child Support Processing Assistant IV makes a photocopy of the receipt and forwards to the assigned Child Support Agent. The funds are then secured in a designated locked file drawer.

D. Other Payments

Occasionally, the Agency may receive a check from an insurance company, made payable to the *Sampson County Clerk of Court*, for payment to satisfy a lien in place against a non-custodial parent (to be applied toward child support arrearages). When this occurs, the check must be logged in the Child Support **Log Book** by the Child Support Processing Assistant IV, and immediately given to a Child Support Supervisor. The check is then secured in the Agency vault until the next scheduled court date, at which time the check will be presented in court by the Agency for receipt by the Sampson County Clerk of Court's Office. The Child Support Supervisor will document in the **Log Book** the date the check was removed from the Agency vault and taken to court.

- E. On occasion, the Child Support Unit may receive a payment from an obligor intended for his/her "court ordered child support payment". NCGS § 110-139(f) which became effective October 1, 1999 directs that all CSE and Non-CSE child support payments are to be paid to the North Carolina Child Support Centralized Collections Operation (NCCSCC). The Agency cannot receipt in any payments for court ordered child support. Should such a payment be received, the payment is to be logged in the Log Book by the Child Support Processing Assistant IV and not receipted in for deposit. The Child Support Processing Assistant IV returns the payment to the sender on the same date it is received with a cover letter explaining why the payment cannot be receipted in by the Agency, and documents this action in the Log Book.
- F. The Agency may also receive a check or money order in the mail made payable to *NC Centralized Collections*. Such payments are to be logged in the **Log Book** by the Child Support Processing Assistant IV and not receipted in for deposit. Said payment is returned to sender <u>on the same date it</u> <u>is received</u> with a cover letter explaining why the payment cannot be receipted in by the Agency and document this action in the **Log Book**.

V. Deposits

A. Non-Child Support:

Each day, around 3:15 pm, the Accounting Technician IV removes the bank bag from the locked file drawer and prepares the DSS daily deposit form. The Accounting Technician IV must total all payments by account breakdown and by source on the deposit form. **Total by account number and the total by type <u>must</u> balance.** For Trust deposits, the Accounting Technician IV or Business Officer will enter all trust deposits onto a Trust deposit breakdown form. The Trust breakdown is submitted with the deposits and a copy of the **Mail In** logsheet/yellow receipt copies. A copy of the Trust breakdown is emailed to the Deputy Director, Services Program Managers, Services Support staff. All funds, the deposit form and all copies of the daily receipts log are placed in the bank bags and secured until released to the Medicaid Transportation Processing Assistant IV to take to the County Finance Office.

B. Child Support:

Each day, around 3:15 pm, the Accounting Technician IV removes all funds from the locked designated file drawer and prepares the Child Support Daily Receipt Summary. Each payment is listed individually by type on the deposit form, noting **receipt number**, **case client(s) name(s)**, **IV-D case number** and **amount paid**. All funds, the deposit form and yellow copies of the daily receipts are placed in the bank bag and secured until released to the Medicaid Transportation Processing Assistant IV to take to the County Finance Office.

C. Each workday the Medicaid Transportation Processing Assistant IV collects the bank bags (as addressed in V., A.-B. above) and delivers them to the Sampson County Finance Office. A County Finance Office staff member then completes a handwritten, pre-numbered receipt for each of the deposits. The receipt from the Sampson County Finance Office is placed into the respective bank bag(s), brought back to the agency to the Accounting Technician IV who shall match the Sampson County Finance Office deposit receipt to the DSS/Child Support/Trust daily deposit forms, and then file in the designated notebooks.

VI. Refund Policy

A. Program Integrity:

The following procedure is to be followed when a Program Integrity payment is received which results in a refund to a debtor.

1. Program Integrity payment receipts are obtained from the Accounting Unit's Processing Assistant IV by the Program Integrity Supervisor or Investigator, and are entered into NCFAST.

If the amount of the payment is more than the claim balance, this results in an overpayment of the claim, and a refund due to the debtor;

- 2. The Program Integrity Supervisor or PI Investigator mails the debtor a receipt, a letter notifying them that they are due a refund, and the amount of the refund;
- 3. The Program Integrity Supervisor or PI Investigator completes a Vendor Registration/Change Form (if applicable), attaches copies of the refund notification letter to the debtor and the payment receipt. This information is forwarded to the DSS Accounting Technician IV.
- 4. Upon receipt of the information in 3. above, the DSS Accounting Technician IV completes a check request form for the amount to be refunded, attaches the information stated in 3. above and takes them to the Sampson County Finance Office;
- 5. The Sampson County Finance Office prepares and mails the check to the payee.

B. Child Support:

In the event that it is discovered that any fees collected by the Child Support Unit are collected in error, or that an excess payment for fees has been received, the following outlined procedures must be followed to ensure a refund is issued:

- 1. The responsible agent, supervisor or other Child Support personnel will document the case file to record the reason or need for the refund;
- 2. The responsible agent will review the case and complete a Vendor Registration/Change Form (if applicable). The agent then takes the Vendor Registration/Change Form to their Lead Worker to complete a Check Request Form;
- 3. The Lead Worker forwards the completed Vendor Registration/Change and Check Request Forms to the Child Support Supervisor;
- 4. The Child Support Supervisor reviews the Check Request Form, initials the form, maintains a "copy" of the completed Check Request Form in a notebook and forwards the original Check Request Form to the Sampson County DSS Accounting Unit;
- 5. The Sampson County DSS Accounting Technician IV then forwards the Check Request Form to the Sampson County Finance Office;
- 6. When the refund check is received from the Sampson County Finance Office, the Child Support Lead Worker makes a copy of the check and puts it in the notebook with the copy of the Check Request Form and notes on the copy that the refund check has been received;
- 7. The responsible agent then mails the refund check along with a cover letter to the individual whom is due the refund. Copies of both the cover letter and the check is maintained in the hard copy of the Child Support case file.
- C. Other Monies Receipted In:

The following procedures outlined below must be followed when other monies are receipted in, that are not covered in A., B. and C. above:

- 1. The Accounting Unit's Processing Assistant IV will notify the Accounting Technician IV of the needed refund;
- 2. The Accounting Technician IV will complete a Vendor Registration/Change Form (if needed) and a Check Request Form, and forwards both forms to the Sampson County Finance Office;
- 3. The Sampson County Finance Office prepares and mails the refund check to the payee.

VII. VOIDED RECEIPTS.

Voided receipts must be dated, have "VOID" written on them, the reason for voiding the receipt, and be initialed by the person voiding the receipt. The white and yellow copies of the voided receipt must be removed from the receipt book and forwarded to the Sampson County Finance office along with the daily deposit, and the pink copy of the voided receipt left in the receipt book.

Sampson County Finance Office issued receipt books must be utilized in sequential order. All receipts must be handwritten in a pre-numbered Sampson County Finance Office issued receipt book. All receipts must filled out completely, to include the department name, date of receipt, name of person from whom payment is received, sum of the payment, what the payment is for, payment breakdown (amount of cash, amount of coin, amount of check, amount of credit card) and signature of the person completing the receipt.

In all receipt books, a line shall be drawn in red on the last pink receipt of the day's deposit, and written above that line the date taken for deposit to the Sampson County Finance Office, total amount of the deposit, and the receipt number from the Sampson County Finance Office.

Under no circumstance shall the pink copy of a receipt ever be removed/torn from a receipt book.

In addition to the above steps, current Agency procedures (as established for the various unit/program areas) are to be followed for required actions beyond the receipting and depositing of all fund sources as addressed in Part II (above) of this policy.

SAMPSON COUNTY DSS CASH MANAGEMENT and SEGREGATION of DUTIES VII. **INTERNAL AUDIT PROCEDURES**

Sampson County DSS has had a Cash Management and Segregation of Duties Policy Audit Procedure since April 1, 2012. Sampson County DSS Program Evaluation Unit conducts a quarterly review of the SAMPSON COUNTY DSS CASH MANAGEMENT and SEGREGATION of DUTIES POLICY. Upon completion of this audit, the Evaluator prepares a written Finding's Report and schedules a Finding's Conference with the DSS Director, Deputy Director, Business Officer, Income Maintenance Program Administrator and Child Support Supervisor. During the Finding's Conference, the evaluator provides the written findings and their comments and recommendations.

In addition to the above steps, current Agency procedures (as established for the various unit/program areas) are to be followed for required actions beyond the receipting and depositing of all fund sources as addressed in Part II (above) of this policy.

The Sampson County Department of Social Services governing board has approved the above policy.

Jerol Kivett, Chair Sampson County Board of Commissioners

March 22,2023

Date

Sampson-Clinton Public Library System

Memo

To:	Sampson County Board of Commissioners
From:	Kelsey Edwards, Library Director
CC:	Ed Causey, County Manager & Stephanie Shannon, Clerk to the Board
Date:	March 22, 2023
Re:	Request to Discard Items

I request that I be allowed to withdraw all items that have been weeded from the collections of the Sampson-Clinton Public Library System on the attached list due to disuse, damage, or out-of-date/inaccurate information.

I also request that the Board of Commissioners write off these titles and all items that have been donated to the library but not placed in the collection as of March 22, 2023. The library will dispose of all items per our Collection Development Policy.

Thank you.

Title
100 questions & answers about cancer symptoms and cancer treatment side effects
10th anniversary /
15 minutes to your best self
16th seduction
3, 2, 1, liftoff!
365 fun, physical activities for toddlers and preschoolers
A Chipmunk family Christmas
A fairy ballet
A fairy frost
A fairy tale
A game of hide-and-seek
A kissing hand for Chester Raccoon
A pet for a princess
A season to wed
A snowy day in Bugland!
A tale of two sisters
ACOG guide to planning for pregnancy, birth, and beyond
ADD success stories :
Aaron has a lazy day
Abominable créature des neiges. English
After school rules
Ah-choo!
Akeelah and the bee
Almanac 2018
Amelia Bedelia chalks one up
Amelia Bedelia makes a friend
Angelina Ballerina (Television program)
Angelina has the hiccups!
Angelina's silly little sister
Anna's best friends
Anxiety and phobia workbook
Anxiety and phobia workbook
Apples :

Around the farm Around town Arthur Tricks the Tooth Fairy Arthur Tricks the Tooth Fairy Arthur in New York Arthur loses a friend Arthur's classroom fib Arthur's reading race Arthur, clean your room! Arthur, clean your room! At home in Mitford Attention deficit disorder : BURN-E the fix-it bot Baby doctor Baker, baker, cookie maker Barbie : Barbie and the secret door Barbie dreamhouse adventures Barbie in Rock 'n royals sing it out Barbie, the pearl princes Batman and friends Batman versus the Riddler Batman's Hero Files (DC Super Friends) Beans Baker's best shot Bear wants more Because of Winn-Dixie Being beautiful Belly flop! Best baby name book in the whole wide world Best baby name book in the whole wide world Beware the beast from below Beyond ADD : Big Nate (Comic strip) Big Nate :

	81000000000000
Big Nate :	810600000049512
Big Nate :	810600000049520
Big Nate makes the grade	810191001136130
Big Nate strikes again	81060000050423
Big book of transportation	810491000155074
Big egg	810191001409694
Bird's best friend	810191000754786
Biscuit is thankful	810191001239913
Biscuit plays ball	810191001099652
Biscuit's new trick	810191000323803
Blood Pressure Problem Hypertension: The Silent Killer Testing Your Pressure Different Blood Pressur	810191000581712
Blue Sky Studios Rio 2 Vacation in the wild	810191001263153
Bubble Guppies (Television program)	810191001263450
Builder Goose :	810191001188334
Butterfly & moth	810403648171015
Cabin fever	810191001108845
Camp Berry	810191001291690
Captain Underpants and the invasion of the incredibly naughty cafeteria ladies from outer space (and t	810191001667757
Care Bears :	810491000132345
Cars 2 (Motion picture)	810191001040703
Charlie & the chocolate factory	810191000655464
Chicken for a day	810491000097769
Chomp goes the alligator	81060000079428
Christmas	810191001327194
Christmas toys	810191001112482
Christy	810400125533015
Clashing views in human sexuality	810191000702863
Clean up, grumpy bunny	810191000548452
Colors	810191001403331
Columbus	810400118560011
Complete book of dragons	810191001454583
Complete guide to weddings in the real world	810491000096687
Count to ten	81060000029692
Cracking the SAT (2015)	810191001415395

Credit repair Cure for lower back pain : Curious George (Television program) Curious George trick or treat! Daniel Tiger's neighborhood (Television program) Dark sky Day of the diesels, the movie Delivered from distraction : Diabetes and you : Diego saves a butterfly Dinosaur field guide Discovering dinosaurs **Disney Doc McStuffins Disney Pixar Toy Story Disney Sofia the First Disney fairies Disney learning** Donald takes a trip Dora the Explorer (Television program) Double-team! Dragon (Television program) Dragon egg Draw 50 dinosaurs and other prehistoric animals Draw 50 monsters, creeps, superheroes, demons, dragons, nerds, dirts, ghouls, giants, vampires, zomb Dreamworks Shrek the third friends and foes Dumbo (Motion picture : 1941) Easter Egg Surprise Easter is Here! Eat away diabetes Editor's Biography Fibromyalgia / Understanding Fibromyalgia Diagnosis Examination Causes of Pain in Eight-week blood sugar diet

810191000947422

810191000769123

810191000669584

810191000871550

810191001250993

810491000139479

810191001099834

810491000134975

810191000973894

810191001015298

810191001375362

810191001315441

810191001146204

810191001094863

810191001281923

810191000917510

810191001147919

810191001200301

810191000993213

810191001082868

810191001183893

810191001335134

810191001250922

810191001016530 810191000594004

810400689636011

810491000114666

810191000563348

810191001123497

810491000134060

810191001152037

810491000111786

810191000676874

Elizabeth I	810191000574402
Eloise and the snowman	810191000774975
Eloise skates!	810191000746552
Emerging mind-thyroid connection: how a tiny endocrine gland intimately affects your mood, emo	tion: 810191000641193
Enigma	81060000014429
Escape clause	810191001495273
Fall leaves	810491000103890
Fancy Nancy and the too-loose tooth	810191001052823
Fancy Nancy at the museum	810191000695901
Fancy Nancy, poison ivy expert	810191000768315
Fire in the forest!	810191001076837
Fixing your computer :	810191001211908
Fluffy's 100th day of school	810491000092458
Focus	810191001353920
Follow those feet!	810191000997589
Friday the scaredy cat	810191000994837
Fun with Dick and Jane.	810491000153169
Getting Started with Your iCloud Account and Website Understanding iCloud Obtaining an iCloud A	Accol 810191001114037
Going bananas	810191000758233
Gridiron gang	810191001296302
Grow a pumpkin pie!	810491000103833
Guide to a healthy pregnancy	810491000126880
Guide to prescription drugs	810191000959525
Handbook of signs & symptoms.	810191000817009
Harry and his bucket full of dinosaurs (Television program)	810191000553761
Haunted Halloween Party.	810491000129812
Healing and preventing autism :	810191000751224
Health care	810191000758084
Hello, fire truck!	810491000128844
Hello, fish	810191000607534
Hello, school bus!	810491000126265
Henry and the elephant	810191000580694
Henry's bad day :	810491000152814
Here comes the snow	810491000097820

Heroes in action Hog and Dog Home health handbook Honey Bunny's honey bear How to do everything : I am Ruby Bridges I am Wonder Woman I am fire I am no turkey! I can be...president I can help : I hate bullies! I love Christmas! I love Easter! I love snow! I spy a penguin I spy a pumpkin I want to be a ballerina Icky bug shapes If you're happy and you know it In Style weddings In the ocean Inch and Roly make a wish Introduction: Empowering People with Anxiety and Depression Power of Mood -- Thieves of Happiness Introduction: What Crohn's Disease Is and Why It Matters Digestive System: How It Works Are You at R Invisible Iron Man 3 (Motion picture) Iron Man : armored adventures (Television program) Iron Man : armored adventures (Television program) It is Saint Patrick's Day! It's too windy! Jesus loves me! Johnny Appleseed Just a little love

Kaplan NCLEX-RN strategies, practice, and review Kiss the frog Kisses for daddy Koala Brothers (Television program) Learn to Draw Donald and Daisy Learn to draw Goofy and Pluto. Learn to draw Uncle Scrooge, Huey, Dewey and Louie. Lionel in the fall Little Blue Truck's Christmas Little Witch learns to read Little bee Living beyond breast cancer Look for the Lorax Lost in the snow Lucky School Bus Magic tree house collection #1, Books 1-4 Man of Steel (Motion picture) Many mice of Mr. Brice Marley & me : Marley : Marvel super hero squad Mary & the Empty Tomb Max & Ruby (Television program) Max and Ruby's show-and-tell Max has a fish Medieval adventures : Meet Teddy Rex! Meet Tracker! Merry Christmas Microsoft Office 2010 for dummies Microsoft Windows 7 Minding Frankie Mixing Supplements, Drugs, and Food Nutrients -- Vitamins Minerals Fatty Acids Amino Acids Herbs Ot Moms are the best!

Monkey play Monkeys. My giant tractor My happy pumpkin : My hero Natural supplements for diabetes : Never fear cancer again : New eight week cholesterol cure No kisses, please! No kisses, please! No new pets! Noodles the puppy Official SAT Study Guide (2016 Edition) Olivia (Television program) On the farm One snowy day Opposites with polar animals Origins of marvel comics Overcoming complications of LASIK and other eye surgeries PAW patrol (Television program) Pet Parade. Petting zoo. Pirate Mom Pokemon Comic Reader #2: Wrath of the Legends. Pokémon : Pokémon deluxe essential handbook : Pregnancy and childbirth Pregnancy and childbirth Puss in Boots **Ouick Chick** Rafi and Rosi **Reptiles and Amphibians** Restart Robo-Rabbit Boy, go!

Rudolph the red-nosed reindeer 810191000785667 School day! 810191001103436 Scooby-Doo! Sealed with a kiss Seeds grow! Seven minute back pain solution Seven pillars of health Sex, lies, and serious money Shampoodle Show me the bunny! Sisters Sleepover Sleepover Snake : Spider-man versus Electro Spider-man versus the Vulture Splat the cat : Springtime in Bugland! Star Wars, Tatooine adventures Stop the Thyroid Madness II: How Thyroid Experts Are Challenging Ineffective Treatments and Improvir Stopping ADHD : Super soap Surprise for a princess Tell me what to eat if I have diabetes : The Christmas penguin The Cornwalls are gone The Easter egg hunt The South Beach diet : The Stranger The beach house The big bug dug The complete guide to digestive health : The feeling good handbook The fire station

The great fairy race The koala king The pumpkin patch The scary night : The son of Neptune The stubborn pumpkin The sun trail The very best baby name book The women's pill book : Thomas and the jet engine Thomas goes fishing Three billy goats gruff Tired trucks Too many cats Trains : a stunning visual history of railroads Trucks Turkey day Twins in the park Twisted prey Type 2 diabetes for beginners Ultimate Spider-Man Vitamins, herbs, minerals & supplements Wash Your Hands! Weeds, Season 6 What shall I draw? What to expect when you are expecting What's bugging Bubbles? Whispering rock Why Do I Still Have Thyroid Symptoms? When My Lab Tests Are Normal: A Revolutionary Breakthrough Wild Kratts Windows 7 for seniors in easy steps for the over 50s Windows 7 quicksteps Windows 8 Tips, Tricks & Shortcuts in Easy Steps. Windows 8 for Seniors in Easy Steps.

Winter Winx Club, Volume 2: Secrets of Alfea. Wizard of oz Wizardology : Yoda Bird's heroes You--the owner's manual : Your body : iPad : 2nd 1/2 3rd degree : 3rd victim 4th of July 5 ingredients or less. 50 shades freed 7 habits of highly effective people A Cinderella story : A bridge across the ocean A clearing in the wild : A cold dark place A deal made in Texas A dream for a princess A game of ghosts A legacy of spies A light in the wilderness A likely story : A love made new A mistletoe kiss withe the boss A reluctant bride A revelation in autumn A sister's secret / A time of love and tartan A vow for always A wanted man : Above the Bay of Angels

Across the Río Bravo All necessary force : All that really matters Always my girl American duchess Amish weddings An Irish country courtship An Irish country village An unbroken heart : And sometimes I wonder about you Answered prayers Aqua, volume 1 Artemis Fowl the arctic incident Awkward Bad blood Badlands Battle for Angel Island Bearly departed Best baby names for 2017 : Best friends Between us girls Beyond the blue : Beyond the night : Billionaire's Mediterranean proposal Billions of dollars in scholarships, grants and prizes **Billy Straight** Bittersweet bride Blackberry winter Blue jeans and coffee beans : Body on Baker Street Bossy boots Bossy boots Bossy boots Bossy boots

Bringing Maggie home Calder born, Calder bred Can't stop believing : Career of evil Cars (Motion picture) Cavendon Hall Change of heart Chao races & badnik bases Charcoal Joe Chasing down a dream Chasing fireflies Chasing sunsets Chasing the North Star Chemistry made simple. Child of the river Children playing before a statue of Hercules : Cilka's journey Citizen soldiers : Claimed for the sheikh's shock son Coffin road Count down **Courting Ruth** Crazy 8s Credible threat Cupcake colors Cupcake colors Cupcake colors Currant Creek Valley Dangerous Passage. Dark desires after dusk Dark summer Daughter of the regiment : Daybreak Dead man switch

Deadfall Death dance Desert heat Dining with joy : **Dungeon critters** Eddie's story Elementary, she read Equalizer two Every breath you take Every last lie Every time you go away Exclusive Extreme prey Fallout! Fever dream Fifteen minutes Finding Georgina Food chain frenzy Found art Gimme shelter Goodbye to yesterday Goodnight June Greek's baby of redemption Hard knocks Harp on the willow Haunted Heaven help Heidi Helter skelter : His brother's bride His shock marriage in Greece Home to Whiskey Creek [large print] Hot on her heels How to woo a reluctant lady Hummingbird

Im Frühling sterben. English In the cradle lies In the cradle lies Inherit the dead Into the wilderness Island girls It had to be you Journey Journey's end Judgment Just fine with Caroline Keeping time Kentucky rich Kentucky sunrise Killing season Kiss me Kylie Jean Valentine queen Last Spy Standing. Learning Left Left behind II Legacy Let that be the reason Lethal game Letters from Peaceful Lane Life guard Life-changing foods Lone witness Long road to mercy Love finds you in Sunset Beach, Hawaii Love in bloom Love's fresh start : Magic Magic hour

Map of the heart Marrying Daisy Bellamy McKnight in shining armor Mexico mayhem Microsoft Office 2013 quicksteps Minding Molly **Miss Bingley requests** Mister Brooks Mocking jay Montana Morning glory Mountain homecoming Murder games NYPD Red 3 Never a bride : Ninth girl No place like home Nonfiction alphabet readers : Nonfiction alphabet readers :

Nonfiction alphabet readers : Nonfiction alphabet readers : Nonfiction alphabet readers : Nonfiction alphabet readers : Nonfiction alphabet readers : Nonfiction alphabet readers : Nonfiction alphabet readers : Nonfiction alphabet readers : Nothing simple Of stillness and storm On Lavender Lane : One intrepid SEAL Only killers and thieves Over the fence Pam's pizza Pam's pizza Pam's pizza Peppa Pig (Television program) Perfectly undone Petals on the river Practical magic Princess Pursued Que Hacer Con Un Diagnostico de Cancer?: La Informacion Para Atender, Hacerse Cargo, Elegir Tratami Ransom of the heart **Reckless** love Red alert Red clocks Resort to murder : **Restless heart Reunited hearts** Revenge tour Robo-Rabbit Boy, go! **Rocky Point promise**

Rumor has it Salting roses Sam's letters to Jennifer Same time next year Sara's song Savage son Saving cicadas Schindler's List Secret world of the ninja She's come undone Shifting fog Song of a captive bird Southern lights Stands a Calder man Stardust Starting a business : Storm front Stranger's bride Summer Island : Summer by the sea Summer dance Sunday kind of love Sunrise crossing Sweet Caroline : Sweetwater Creek Sweetwater gap Swinging on a star Take a chance on me **Target Alex Cross** Terminal city The Amish bride The Amish widow's secret The Forbidden Door : The Guest House.

The Labor Day challenge The Memory of You The Mercy Seat. The Ravenscar dynasty The Seafront Tearoom The Spanish millionaire's runaway bride The Texan's Forbidden Fiancee. The Texas valentine twins The Trailsman : Manitoba Marauders. The Ultimate Sacrifice II: Love Is Pain. The Wyoming kid The affliction The apple orchard The beekeeper's ball The beekeeper's daughter The bomb maker The brushstroke legacy : The bull rider's valentine The cabinet of curiosities The cat of the baskervilles : The choir director The clockmaker's daughter The coral thief The curator's daughter The devil's hand The devil's triangle The disappeared The drifter The ever after The express bride The fallen : The family upstairs The flower arrangement The forbidden brother

The golden bride The hardy breed The healing jar The heart between us The high tide club The holdout The hope of spring The horseman The horsemaster's daughter The house on Honeysuckle Lane The ice house The icing on the cake The joy of falling The key on the quilt : The killing kind The lake house The last coyote The loner The long flight home The loyal heart : The marriage pact The melody lingers on The men of Bitter Creek The merciless Travis Wilde The midnight line : The moonlight school The murder house The music box The operator The other girl The perfect alibi The perfect neighbors The pieces of summer The poet

The poet The prayer box The priority unit The richest hill on earth The secret life of Mac The secret sister The silence of winter The switch The taking The tea girl of Hummingbird Lane The theory of death : The things they carried The truth about Lord Stoneville The unquiet grave The wardrobe mistress The widow of Wall Street The wolf in winter : The woman in the window The wrangler Their frontier family This Calder range This Calder sky This road we traveled This time next year Three little pigs : To trust a rancher To wed a wild lord Trouble don't last always Twice in a lifetime Twinky the dinky dog Twisted Creek Two sisters : Unbroken Under a Maui moon

Vampire, interrupted : Volver Waiting for Summer's return : Walking on my grave War room (Motion picture) War room (Motion picture) We hope for better things Welcome back, animals Welcome home, cowboy Welcome to harmony What makes a family What you do not know When lightning strikes Who slays the wicked : Willing to die Without warning Witness in heaven : Wolf camp Woman of God Wonder Woman : Zeg and the egg 10 pigs an epic bath adventure A tale of dragons A tale of two sisters Adventures! Almanac 2018 Arthur Christmas : Barbie, life in the dreamhouse (Television program) Bed of roses Big Nate :

Boss Baby (Motion picture) Can you see what I see? : Captain Awesome and the Easter egg bandit Captain Awesome takes a dive Captain Awesome takes a dive Captain Awesome to the rescue! Captain Awesome versus Nacho Cheese Man Captain Underpants Extra-Crunchy Book O'Fun #2, the All New. Captain Underpants and the wrath of the wicked Wedgie Woman : Case of the doughy creature Daddy and me. Despicable Me: The Junior Novel. Disney princess little book of big ideas Dog days Don't be a jerk--it's Christmas Dora's Christmas Star. Dragon's roar -- Truth-seeker. Escape from the Phantom Zone F is for farm Game of hearts Give thanks for each day Good Housekeeping Kids Bake Hand on the wall if you look for murder, murder may find you Happy Thanksgiving, Snoopy! Happy birthday, Princess! Hero school Hot Dog Kingdom of color Let us go for a drive! Meet the cast! Molly the pony : My Christmas List. Ninja! Paddington's prize picture

Peppa Pig (Television program) Poor Puppy Rocket's 100th day of school Snow Spectacular hair : SpongeBob's kitchen mission cookbook. Swift Walker : Texas blood feud The Berenstain Bears : The new puppy The night the lights went out on Christmas The princess of pink slumber party The spooky smells of Halloween The story of the Easter Bunny Touch & feel 123 Truth or dare What is Thanksgiving? Who was Albert Einstein? Winter 2012 World Book yearbook 2014 Basketball Superstars. 50 Christmas things to make & do 60 super simple magic tricks A day late and a dollar short A guide to dinosaurs Adding Alien hunter All about everything : Allure of the game Amelia Bedelia goes wild! American Sign Language the easy way Babymouse : Babymouse : Bad kitty gets a bath

Bad to the bone boxer Battle of the Blue Lanterns Beekeeping for dummies Behold! : Beware of the wolves Big Nate strikes again Big movie eggstravaganza Black house : Blast off! Blue Sky Studios, Epic Book scavenger Brave new pond Buffy the Vampire Slayer : Captain Underpants and the perilous plot of Professor Poopypants : Charlie Brown: pow! Cherche et trouve géant à tous les étanges! English Chicken soup for the soul : Codependent no more : Cole : Dakota! Daniel Tiger's neighborhood (Television program) Dare to dream : Decimals Diane Goode's book of giants & little people Did dinosaurs live in your backyard? Dividing Do not make a black woman take off her earrings Do not open Do not read this book before bed Dogs Dragon's roar -- Truth-seeker. Draw 50 animals Draw 50 athletes Draw 50 boats, ships, trucks & trains

Draw 50 cats	810291000173483
Draw 50 dogs	810291000173131
Draw 50 holiday decorations	810291000173260
Draw 50 vehicles :	810291000173062
Ember's end	81060000045586
Escape from the Orange Lanterns	810191001086295
Escape from the Orange Lanterns	810191001086547
Essential Supplies and Tips 62 Step-by-Step Hairstyles Twirls and Curls Whirlwind of Braids Checkerbc	810191000623176
Fever	810391000152394
First base blues	810191001094680
Fractions	810291000096701
Girl, get your mind right! :	810191000916583
God does not make mistakes	810191001079434
Goosed!	810191000638344
Harry Potter and the Order of the Phoenix	810191001069120
History Suggestions and Tips for Easier Signing Hand Shapes Inflections Numbers Manual Alphabet Fam	810191000759562
Hometown Cinderella	810191001013940
Hooray for fish!	810291000159152
I can draw animals	810291000111727
If I Could Keep You Little.	810191001323725
In the time of dinosaurs	810291000028266
Invasion of the potty snatchers	810191000982386
Law for dummies	810291000157438
Legendary Journeys: Trains.	810191001103931
Lego ninjago :	810191001340083
Little Women.	810191001084947
Lost and found	810291000166752
Love	810191001323711
Making friends	810191001624404
Michael Jordan :	810291000005280
Miraculous 1	810191001640511
Money smart makeovers Porches, decks & patios	810191000669951
Multiplying	810291000096765
Murder games	810591000128523

My first book of Spanish words My teacher sleeps in school New "BEHOLD!" : Ninth girl Omega Ruby, Alpha Sapphire Volume 4 Peanuts Phoebe and her unicorn. Selections Pig takes a bath Pirateology : Plant vs. Zombies: Plant Your Path Junior Novel. Pokemon Adventures, Vol. 27. Pokémon XY, vol. 11 Pokémon XY, vol. 12 Pokémon adventures Ruby & Sapphire, vol. 15 **Practical Cooking :** Pretty Guardian Sailor Moon Short Stories, Volume 1. Ricky Ricotta's mighty robot vs. the mecha-monkeys from Mars : Snapped Sound off! Space dumplings Star Wars : Stone cold Subtracting Sunny : Sunny and the royal party Sunny and the snowy surprise Super Amoeba Tales from a not-so-talented pop star The Hunger Games The Indian in the cupboard The Storm in the Barn. The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia.

The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia. The World Book encyclopedia. The complete book of hairstyling The discovery of dragons The healing herbs : The maze of bones The night before Christmas : The pick of the litter The pout-pout fish in the big-big dark The punisher The rough-face girl Tinker Bell and Her Stories for a Rainy Day. Tommysaurus rex Twisted seduction You are only old once Zane: Ninja of Ice. 1 black cat

10 Fluffy Ducklings 101 bums 120 shortcut recipes for dinners, desserts, and more A new friend for Sparkle A tale of two sisters A time for peace A time to love ABC jamboree Accused Am I yours? Animobiles : Another As an oak tree grows Autumn is here Bad bye, good bye Barks and Beeps : Be brave, little penguin Be my Valentine, Charlie Brown Bear Bear and Chicken Beloved physician **Big Little Hippo** Big book of things that go **Big tractor Biscuit loves Mother's Day** Black and blue Blow fly Blowing on dandelions : Boy and his horse **Brave Squish Rabbit** Bye, Penguin! Can somebody please scratch my back? Chasing the white lion Children make terrible pets

Chopsticks Circle of love Click, clack, moo : Construction site mission : Counting with a ladybug Cow boy is not a cowboy Crunch munch dinosaur lunch! Curious comparisons : Dinosaur rescue! **Dinosaurs Roar**: Disney **Disney Minnie Mouse Disney Pixar Finding Dory** Dogzilla : DreamWorks Trolls Dudley's day at home Eating up Gladys Every bunny dance! Expecting to die Feast of peas Follow the track, all the way back Forever after Freckleface Strawberry and the dodgeball bully Fred and Ted's road trip From Ed's to Ned's **Funny Valentine** Goldilocks and the three bears. English Grandpa's tractor Groovy Joe Happy Easter, Little Critter Happy Valentine's day, Mouse! Hello Kitty, hello winter! Hooray for St. Patrick's Day How do dinosaurs stay safe?

How long is forever? How to find an elephant I am a baby I am just a crab! I am just right I love you, funny bunny If kids could drive If you hold my hand It is falling, falling! Lake season Let us find the mermaid Little Burro Little Ree Look, there is a tractor! Me and my fear My little pony, pony life (Television program) Night diver Night night, Sleepytown No jumping on the bed! Noisy first words Noisy things that go Oh, look! Once there was a bull--- frog One more sunrise Oscar and the cricket : P is for princess : P. D. Eastman's dog tales Peppa Pig (Television program) Peppa Pig (Television program) Peppa Pig (Television program) Peppa Pig and the I love you game. Petunia the unlikely little church dog Pig the Grub Pignic

Pirasaurs! Poe will not go Pop-up peekaboo! space **Princess Pig Red Riding Hood** Robinson Ruby finds a Worry Shh! We have a plan Sierra Falls Silly Tilly Simpson's sheep just want to sleep! Splish, splash, and blue Sugar and snails Sugar loves Valentine's day Super sloth Take me out to the pug game The adventures of Wrong Man and Power Girl! The alphabet's alphabet The bad seed The busy little squirrel The case of the missing cake The case of the missing cake The construction crew The cow loves cookies The heart remembers The reckoning The very last castle The wake up There, there This book is magic This is the nest that Robin built : Tool school Tow Truck Joe Tow truck Joe makes a splash

Tractor pop-up peekaboo! Trick or Treasure? Tyrannosaurus rex versus Edna, the very first chicken Under the table What Is St. Patrick's Day? What do you do if you work at the zoo? What kind of car does a T. Rex drive? Whatever it takes Where lilacs still bloom : Wiggle, jiggle, sing & giggle Wild about us!

RESOLUTION OF THE SAMPSON COUNTY BOARD OF COMMISSIONERS

WHEREAS, N.C. Gen. Stat. §§ 153A-176 and 160A-272 authorize counties to enter into leases of one year or less upon resolution of the Board of Commissioners adopted at a regular meeting and further authorize the Board of Commissioners to delegate to the County Manager authority to lease or rent county property for terms of one year or less; and

WHEREAS, Lynn S. Carr ("Carr") has requested that Sampson County lease unto Carr certain vacant real property located off of Industrial Drive in Clinton, North Carolina, being approximately 93.0 acres and a portion of Sampson County Parcel Nos. 12-0265560-02 and 12-0192880-05; and

WHEREAS, the Sampson County Board of Commissioners is convened in a regular meeting and wishes, subject to the terms and conditions of the Lease Agreement, to lease the above-described real property to Carr for a term of less than one year for a total rent of \$9,300.00;

NOW, THEREFORE, BE IT RESOLVED that the Sampson County Board of Commissioners approves the lease of county property described above and authorizes the Sampson County Manager to execute on behalf of Sampson County a Lease Agreement for the above-described real property.

ADOPTED, this the 3rd day of April, 2023.

R. JEROL KIVETT, Chairman, Sampson County Board of Commissioners

ATTEST:

STEPHANIE P. SHANNON, Clerk to the Sampson County Board of Commissioners

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF SAMPSON

THIS LEASE AGREEMENT ("Agreement") is made and entered into effective the 3rd day of April, 2023 by and between SAMPSON COUNTY (the "County"), a body corporate and politic and a political subdivision of the State of North Carolina with a principal office located at 406 County Complex Road, Building C, Clinton, North Carolina 28328, and LYNN S. CARR ("Carr"), a natural person whose address is 10415 Hobbton Highway, Clinton, North Carolina 28328. The County and Carr may be referred to at times herein individually as a "Party" and collectively as the "Parties."

1. **Demise and Property.** The County leases to Carr, to occupy and use exclusively for the cultivation of cotton, certain real property more particularly described as follows and hereinafter referred to as the "Leased Premises":

Tract 1

Being a portion of the tract or parcel of land lying and being in North Clinton Township, Sampson County, North Carolina more particularly described as Tract No. 1 on the survey map entitled, "Boundary Survey for Sampson Southeast Business Center of the Stanley Carr Property," and recorded in Map Book 106 at Page 23 of the Sampson County Registry. Carr will cultivate an area containing 32.5 acres, more or less, on said tract.

Tract 2

Being a portion of the tract or parcel of land lying and being in North Clinton Township, Sampson County, North Carolina more particularly described as Tract No. 2 on the survey map entitled, "Boundary Survey for Sampson Southeast Business Center of the Stanley Carr Property," and recorded in Map Book 106 at Page 23 of the Sampson County Registry. Carr will cultivate an area containing 7.2 acres, more or less, on said tract. The Leased Premises shall not include the area where Sampson County is preparing to construct a site-ready building pad, said area containing 10.0 acres, more or less.

Tract 3

Being a portion of the tract or parcel of land lying and being in North Clinton Township, Sampson County, North Carolina depicted on the survey map entitled, "Boundary Survey for Sampson Southeast Business Center of the Summer Berry Property," and recorded in Map Book 106 at Page 26 of the Sampson County Registry. Carr will cultivate an area containing 53.3 acres, more or less, on said tract. 2. **Term.** The term of this lease shall commence on April 3, 2023 (the "Commencement Date") and terminate on November 30, 2023 (the "Termination Date"), unless sooner terminated as provided herein. This Agreement may not be renewed by the parties. Any subsequent agreement by the Parties for the lease of the Leased Premises shall require the execution of a new lease agreement.

Notwithstanding the payment of the rent set forth in Section 4 of this Agreement and full compliance with the terms of this Agreement by Carr, the County shall have the right to terminate this Agreement prior to the Termination Date upon five (5) days written notice <u>and destroy any unharvested crops located on the Leased</u> <u>Premises</u> in the event that the County determines, in its sole and absolute discretion, that the Leased Premises is needed for economic development purposes. Carr acknowledges and agrees that this is a material term of this Agreement, in the absence of which the County would not have entered into this Agreement.

In the event that the County terminates this Agreement prior to the Termination Date and destroys any unharvested crops located on the Leased Premises in order to use the Leased Premises for economic development purposes prior to the payment of rent by Carr, the County shall compensate Carr for the loss of his crop in the amount of \$450.00 per acre of crops that are actually destroyed.

In the event that the County terminates this Agreement prior to the Termination Date and destroys any unharvested crops located on the Leased Premises in order to use the Leased Premises for economic development purposes after the payment of rent by Carr, the County shall compensate Carr for the loss of his crop in the amount of \$550.00 per acre of crops that are actually destroyed.

- 3. **Notice to Quit.** The Parties stipulate and agree that the County has hereby given Carr notice to quit the property upon the termination of the lease term, and no further notice to quit shall be required.
- 4. **Rent.** Carr agrees and covenants to pay the County as rent the sum of \$9,300.00 for the Leased Premises, to be paid in one (1) lump sum on or before November 1, 2023. In the event that Carr fails to pay the rent in full within thirty (30) days of said date, Carr shall pay to the County a late charge equal to 5.0% of the amount due.
- 5. Lien on Crops. Pursuant to N.C. Gen. Stat. § 42-15, any and all crops raised on the Leased Premises shall be deemed and held to be vested in possession of the County and its assigns at all times until the rent identified herein is paid and until all the provisions set forth in this Agreement have been performed by Carr or damages in lieu thereof have been paid to the County by Carr to the County's satisfaction. This lien shall be preferred to all other liens, and the County and its assigns shall be entitled, against Carr or his assigns who remove(s) the crop or any part thereof from the Leased Premises without the consent of the County or its

assigns or any other person who may get possession of said crop or any part thereof to the remedies given in an action upon a claim for delivery of personal property.

The provisions of Section 5 of this Agreement shall survive termination or expiration of hereof, regardless of the cause giving rise to termination or expiration

6. **Permitted Use.** The Leased Premises is to be used by Carr only for the cultivation of cotton.

7. **Prohibited Uses.**

- 7.1 Carr and any person or entity acting on Carr's behalf shall not, without the prior written consent of the County, add fencing, hoop houses, pens, barns, or other structures or alterations to the Leased Premises. The specific location of any proposed fencing, structure, or alteration must be approved by the County in writing. Any fencing, structure, or alteration constructed on or made to the Leased Premises shall remain the property of the County upon the termination of this Agreement.
- 7.2 Carr and any person or entity acting on Carr's behalf shall not improperly use or install any Hazardous Material on the Leased Premises; violate any Environmental Laws relating to or affecting the Leased Premises; use the Leased Premises to generate, manufacture, transport, treat, store, handle, dispose, or process Hazardous Materials; cause or permit the improper installation of Hazardous Materials on the Leased Premises or a release of Hazardous Materials on the Leased Premises; and shall at all times comply with an ensure compliance by all parties with all applicable Environmental Laws.

"Hazardous Materials", as used herein, shall include, but shall not be limited to, any chemical, material, substance or other matter of any kind whatsoever which is prohibited, limited, or regulated by any federal, state, county, regional, or local authority or legislation, regulation, or order, including, without limitation, the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the regulations promulgated from time to time thereunder, environmental laws administered by the Environmental Protection Agency and laws, regulations, and orders of the State of North Carolina, the North Carolina Department of Environmental Quality, or any other governmental organization or agency having jurisdiction over the Leased Premises.

"Environmental Laws", as used herein, shall mean, all federal, state, and local laws, regulations, and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations, and all common law concerning public health and safety, worker health and safety, pollution, or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, exposure to, or cleanup of any Hazardous Materials.

The provisions of Section 7 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration

8. Covenants.

- 8.1 <u>County Covenants</u>. The County covenants to allow Carr full use of the Leased Premises for the Permitted Use beginning on the Commencement Date and ending on the Termination Date, subject to the County's right to terminate this Agreement pursuant to Section 2 hereof.
- 8.2 <u>Carr Covenants</u>. Carr covenants as follows:
 - a. To comply with all the terms and provisions of this Agreement;
 - b. To pay all amounts payable to the County hereunder;
 - c. To use the Leased Premises only for the Permitted Use or any purpose for which the County gives written permission;
 - d. Never to use the Leased Premises for any Prohibited Uses;
 - e. To comply with all present and future laws, regulations, and orders relating to the occupation and use of the Leased Premises;
 - f. To comply with all federal, state, and local laws, regulations, ordinances, decrees, and rulings in connection with the use of the Leased Premises and any activities conducted thereon;
 - g. To permit the County to enter the Leased Premises at any time outside normal business hours in case of an emergency and otherwise during normal business hours where such will not unreasonably disturb or interfere with Carr's use of the Leased Premises or operation of its business, to examine, repair, inspect, survey, or test the Leased Premises, exhibit the Leased Premises to prospective lessees or purchasers, and for any other reasonable purpose.

The provisions of Section 8.2 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration.

- 9. **Taxes.** Carr shall not be responsible for any *ad valorem* real property taxes owed on the Leased Premises.
- 10. **Utilities.** The Parties stipulate and agree that Carr's use of the Leased Premises will not require the use of electricity or other utility services.
- 11. **Care and Surrender of the Leased Premises.** Carr shall commit no waste on the Leased Premises. Upon any termination of this Agreement, Carr shall surrender possession of the Leased Premises, without notice, in as good condition as at the Commencement Date, reasonable wear and tear and casualty beyond Carr's control being excepted. Carr shall be responsible for any environmental clean-up required by the proper authorities, which contamination resulted from Carr's activities.

The provisions of Section 11 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration.

- 12. Entry by the County. The County, its agents, and representatives may, at any reasonable time, enter the Leased Premises for the purpose of inspecting, examining, and repairing the property, surveying, or conducting testing on the Leased Premises; provided, however, that, in so doing, the County, its agents and representatives will endeavor to avoid interfering with the use and occupancy of the Leased Premises by Carr.
- 13. **Indemnity.** Carr shall indemnify the County and its employees, officers, elected officials, and agents against, and hold the same harmless from, all claims, demands, and/or causes of action, including, without limitation, all reasonable expenses of the County incident to such proceedings, for injury to, or death of any person, or loss of, or damage to, any property, where such claims, demands, and/or causes of action are not caused by the negligence, omission, intentional act or breach of contractual duty of or by the County or its employees. Carr's agreement to indemnify the County must include, but not be limited to, all claims, demands, and/or causes of action, including all reasonable expenses of the County, arising from any Hazardous Material or other waste generated by Carr.

The provisions of Section 13 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration.

14. Liens. Carr must keep the Leased Premises free from any liens arising from any labor performed by or on behalf of, or materials furnished to Carr, or other obligations incident to his use or occupancy. If any lien attaches, and the same is not released by payment, bond, or otherwise, within twenty (20) days after the County notifies Carr thereof, the County has the option to discharge the same and terminate Carr's lease, and Carr shall reimburse the County within thirty (30) days of notification by the County.

The provisions of Section 14 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration.

- 15. **Insurance.** Carr shall obtain and keep in effect general liability insurance against any and all claims for personal injury or property damage occurring in or upon the Leased Premises during the term of the Agreement. Carr shall also be responsible for obtaining insurance on any crops cultivated on the Leased Premises.
- 16. **Fire and Casualty.** The County shall not be responsible for any damage to the crops or other property of Carr that may be caused by fire or other casualty. In the event that the Leased Premises is rendered totally or partially untenable by fire or casualty, the County shall be under no obligation to repair or restore the Leased Premises.
- 17. **Assignment and Subletting.** Carr may not assign or sublet this Agreement without the County's written consent, which may be withheld in the County's sole discretion.
- 18. **Minerals.** Nothing in this Lease confers upon Carr the right to any minerals or other resources underlying the Leased Premises.
- 19. Forfeiture for Noncompliance. If Carr shall neglect to perform any matter or thing herein agreed to be done and performed by Carr, and shall remain in default thereof for a period of thirty (30) days after actual notice from the County calling attention to such default, the County may declare Carr's lease terminated and canceled and take possession of the Leased Premises without prejudice to any other legal remedy the County may have on account of such default. In the event that the County shall have to institute a suit to collect any unpaid rent due under this Agreement, the County shall be entitled to recover a reasonable attorney's fee which shall be not more than fifteen (15%) percent of the rent so recovered by the County from Carr or any guarantor of this Agreement.
- 20. **Bankruptcy and Insolvency.** It is expressly agreed that if at any time during the term of this Agreement, Carr should be adjudged bankrupt or insolvent by a court of competent jurisdiction, the County may at its option declare this Agreement terminated and canceled and take possession of the leased premises.
- 21. **Non-Waiver.** No prior indulgence, waiver, election or non-election by the County under this Agreement shall effect the County's right to declare a breach of this Agreement in the future or effect Carr's duties and liabilities hereunder.
- 22. **Binding Nature.** The terms, covenants, agreements, conditions and undertakings contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors in interest and assigns of the Parties.

- 23. Entire Agreement, Modification, and Severability. This Agreement, its Exhibits, and any Addenda contain the entire agreement between the Parties, and no representations, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Agreement will alter the covenants, agreements and undertakings set forth herein. This Agreement shall not be modified in any manner, except by an instrument in writing executed by the Parties. If any term or provision of this Agreement or its application to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, is not affected and each term and provision of this Agreement is valid and be enforceable to the fullest extent permitted by law.
- 24. **Relationship of the Parties.** It is stipulated and agreed that this Agreement shall not be construed as creating any partnership or other relationship between the parties other than that of landlord and tenant. Carr shall assume all legal and financial responsibility for taxes (other than *ad valorem* real property taxes on the Leased Premises), FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime and other expenses and agrees to indemnify, save and hold the County, its elected officials, officers, agents, and employees harmless from and against any and all losses, costs (including attorney's fees), and damage of any kind related to such matters.

The provisions of Section 24 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration.

25. Choice of Law and Forum Selection. This Agreement shall be governed by and construed under the laws of the State of North Carolina. The exclusive venue for any litigation arising out of this Agreement shall be in the General Court of Justice of Sampson County, North Carolina.

The provisions of Section 25 of this Agreement shall survive termination or expiration of this Agreement, regardless of the cause giving rise to termination or expiration.

26. **Headings.** The headings in this Agreement are for ease of reference only and shall not affect the interpretation of the provisions hereof.

THE REMAINER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

LANDLORD

SAMPSON COUNTY

By:

Edwin W. Causey, County Manager

TENANT

Lynn S. Carr

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

David K. Clack, Finance Officer

RESOLUTION OF THE SAMPSON COUNTY BOARD OF COMMISSIONERS

WHEREAS, N.C. Gen. Stat. §§ 153A-176 and 160A-272 authorize counties to enter into leases of one year or less upon resolution of the Board of Commissioners adopted at a regular meeting and further authorize the Board of Commissioners to delegate to the County Manager authority to lease or rent county property for terms of one year or less; and

WHEREAS, James Dennis Lee and Terry M. Raynor (collectively, "Tenant") have requested that Sampson County lease unto Tenant certain vacant real property located off of Harnett-Dunn Highway, Raleigh Street, Interstate 40, Meadow Lane, Newton Grove Highway, and Fayetteville Street in and outside of Newton Grove, North Carolina, being approximately 97.88 acres and a portion of Sampson County Parcel Nos. 11-1063240-03, 11-1063240-07, 11-0867080-01, 11-0134870-01, 11-0113744-10, 11-1063240-05, 11-1063240-04, 11-1063240-06, 11-0134870-02, and a 0.42 acre Cul-De-Sac Area without assigned Parcel Number; and

WHEREAS, the Sampson County Board of Commissioners is convened in a regular meeting and wishes, subject to the terms and conditions of the Lease Agreement, to lease the above-described real property to Tenant for a term of less than one year for a total rent of \$9,788;

NOW, THEREFORE, BE IT RESOLVED that the Sampson County Board of Commissioners approves the lease of county property described above and authorizes the Sampson County Manager to execute on behalf of Sampson County a Lease Agreement for the above-described real property.

ADOPTED, this the 3rd day of April, 2023.

R. JEROL KIVETT, Chairman, Sampson County Board of Commissioners

ATTEST:

STEPHANIE P. SHANNON, Clerk to the Sampson County Board of Commissioners

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF SAMPSON

THIS LEASE AGREEMENT ("Agreement") is made and entered into effective the 3rd day of April, 2023 by and between SAMPSON COUNTY (the "County"), a body corporate and politic and a political subdivision of the State of North Carolina with a principal office located at 406 County Complex Road, Building C, Clinton, North Carolina 28328, and JAMES DENNIS LEE and TERRY M. RAYNOR, jointly and severally (referred to collectively as "Tenant"), natural persons whose respective addresses are 12383 NC Hwy. 50 S., Newton Grove, North Carolina 28366 and 12398 NC Hwy. 50 S., Newton Grove, NC 28366. The County and Tenant may be referred to at times herein individually as a "Party" and collectively as the "Parties."

1. **Demise and Property.** The County leases to Tenant, to occupy and use exclusively for the cultivation of soybeans, certain real property more particularly described as follows and hereinafter referred to as the "Leased Premises":

Tract 1B

Being a portion of the tract or parcel of land lying and being in Newton Grove Township, Sampson County, North Carolina more particularly described as Tract 1B on the survey map entitled, "Survey and Map for Sampson County Economic Development Commission," and recorded in Map Book 112 at Page 10 of the Sampson County Registry (Parcel No. 11-1063240-03). Tenant will cultivate an area containing 10.5 acres, more or less, on said tract.

Tract 2A

Being a portion of the tract or parcel of land lying and being in Newton Grove Township, Sampson County, North Carolina more particularly described as Tract 2A on the survey map entitled, "Survey and Map for Sampson County Economic Development Commission," and recorded in Map Book 112 at Page 10 of the Sampson County Registry (Parcel No. 11-1063240-07). Tenant will cultivate an area containing 46.0 acres, more or less, on said tract.

Tract 2B

Being a portion of the tract or parcel of land lying and being in Newton Grove Township, Sampson County, North Carolina more particularly described as Tract 2B on the survey map entitled, "Survey and Map for Sampson County Economic Development Commission," and recorded in Map Book 112 at Page 10 of the Sampson County Registry (Parcel No. 11-1063240-07). Tenant will cultivate an area containing 7.5 acres, more or less, on said tract.

Tract 3

Being a portion of the tract or parcel of land lying and being in Newton Grove Township, Sampson County, North Carolina more particularly described as Tract 3 on the survey map entitled, "Survey and Map for Sampson County Economic Development Commission," and recorded in Map Book 112 at Page 11 of the Sampson County Registry (Parcel No. 11-0867080-01). Tenant will cultivate an area containing 24.0 acres, more or less, on said tract.

Tract 5

Being a portion of the tract or parcel of land lying and being in Newton Grove Township, Sampson County, North Carolina more particularly described as Tract 5 on the survey map entitled, "Survey and Map for Sampson County Economic Development Commission," and recorded in Map Book 112 at Page 11 of the Sampson County Registry (Parcel No. 11-0134870-01). Tenant will cultivate an area containing 2.0 acres, more or less, on said tract.

Tract 6

Being a portion of the tract or parcel of land lying and being in Newton Grove Township, Sampson County, North Carolina more particularly described as Tract 6 on the survey map entitled, "Survey and Map for Sampson County Economic Development Commission," and recorded in Map Book 112 at Page 11 of the Sampson County Registry (Parcel No. 11-0113744-10). Tenant will cultivate an area containing 1.0 acre, more or less, on said tract.

Tract 7

Being a portion of the tract or parcel of land lying and being in Newton Grove Township, Sampson County, North Carolina more particularly described as Tract 7 on the survey map entitled, "Survey and Map for Sampson County Economic Development Commission," and recorded in Map Book 112 at Page 11 of the Sampson County Registry (Parcel No. 11-1063240-05). Tenant will cultivate an area containing 1.5 acres, more or less, on said tract.

Tract 8

Being a portion of the tract or parcel of land lying and being in Newton Grove Township, Sampson County, North Carolina more particularly described as Tract 8 on the survey map entitled, "Survey and Map for Sampson County Economic Development Commission," and recorded in Map Book 112 at Page 11 of the Sampson County Registry (Parcel No. 11-1063240-04). Tenant will cultivate an area containing 1.75 acres, more or less, on said tract.

Tract 9

Being a portion of the tract or parcel of land lying and being in Newton Grove Township, Sampson County, North Carolina more particularly described as Tract 9 on the survey map entitled, "Survey and Map for Sampson County Economic Development Commission," and recorded in Map Book 112 at Page 11 of the Sampson County Registry (Parcel No. 11-1063240-06). Tenant will cultivate an area containing 0.46 acre, more or less, on said tract.

Tract 10

Being a portion of the tract or parcel of land lying and being in Newton Grove Township, Sampson County, North Carolina more particularly described as Tract 10 on the survey map entitled, "Survey and Map for Sampson County Economic Development Commission," and recorded in Map Book 112 at Page 10 of the Sampson County Registry (Parcel No. 11-0134870-02). Tenant will cultivate an area containing 2.75 acres, more or less, on said tract.

Tract 11

Being all of that tract or parcel of land lying and being in Newton Grove Township, Sampson County, North Carolina more particularly described as the "Cul-De-Sac Area" on the survey map entitled, "Survey and Map for Sampson County Economic Development Commission," and recorded in Map Book 112 at Page 11 of the Sampson County Registry. Tenant will cultivate an area containing 0.42 acre, more or less, on said tract.

2. **Term.** The term of this lease shall commence on April 3, 2023 (the "Commencement Date") and terminate on November 30, 2023 (the "Termination Date"), unless sooner terminated as provided herein. This Agreement may not be renewed by the parties. Any subsequent agreement by the Parties for the lease of the Leased Premises shall require the execution of a new lease agreement.

Notwithstanding the payment of the rent set forth in Section 4 of this Agreement and full compliance with the terms of this Agreement by Tenant, the County shall have the right to terminate this Agreement prior to the Termination Date upon five (5) days written notice <u>and destroy any unharvested crops located on the Leased</u> <u>Premises</u> in the event that the County determines, in its sole and absolute discretion, that the Leased Premises is needed for economic development purposes. Tenant acknowledges and agrees that this is a material term of this Agreement, in the absence of which the County would not have entered into this Agreement.

In the event that the County terminates this Agreement prior to the Termination Date and destroys any unharvested crops located on the Leased Premises in order to use the Leased Premises for economic development purposes prior to the payment of rent by Tenant, the County shall compensate Tenant for the loss of Tenant's crop in the amount of \$450.00 per acre of crops that are actually destroyed.

In the event that the County terminates this Agreement prior to the Termination Date and destroys any unharvested crops located on the Leased Premises in order to use the Leased Premises for economic development purposes after the payment of rent by Tenant, the County shall compensate Tenant for the loss of Tenant's crop in the amount of \$550.00 per acre of crops that are actually destroyed.

- 3. **Notice to Quit.** The Parties stipulate and agree that the County has hereby given Tenant notice to quit the property upon the termination of the lease term, and no further notice to quit shall be required.
- 4. **Rent.** Tenant agrees and covenants to pay the County as rent the sum of \$9,788.00 for the Leased Premises, to be paid in one (1) lump sum on or before November 1, 2023. In the event that Tenant fails to pay the rent in full within thirty (30) days of said date, Tenant shall pay to the County a late charge equal to 5.0% of the amount due.
- 5. Lien on Crops. Pursuant to N.C. Gen. Stat. § 42-15, any and all crops raised on the Leased Premises shall be deemed and held to be vested in possession of the County and its assigns at all times until the rent identified herein is paid and until all the provisions set forth in this Agreement have been performed by Tenant or damages in lieu thereof have been paid to the County by Tenant to the County's satisfaction. This lien shall be preferred to all other liens, and the County and its assigns shall be entitled, against Tenant or Tenant's assigns who remove(s) the crop or any part thereof from the Leased Premises without the consent of the County or its assigns or any other person who may get possession of said crop or any part thereof to the remedies given in an action upon a claim for delivery of personal property.

The provisions of Section 5 of this Agreement shall survive termination or expiration of hereof, regardless of the cause giving rise to termination or expiration

6. **Permitted Use.** The Leased Premises is to be used by Tenant only for the cultivation of soybeans.

7. **Prohibited Uses.**

7.1 Tenant and any person or entity acting on Tenant's behalf shall not, without the prior written consent of the County, add fencing, hoop houses, pens, barns, or other structures or alterations to the Leased Premises. The specific location of any proposed fencing, structure, or alteration must be approved by the County in writing. Any fencing, structure, or alteration constructed on or made to the Leased Premises shall remain the property of the County upon the termination of this Agreement. 7.2 Tenant and any person or entity acting on Tenant's behalf shall not improperly use or install any Hazardous Material on the Leased Premises; violate any Environmental Laws relating to or affecting the Leased Premises; use the Leased Premises to generate, manufacture, transport, treat, store, handle, dispose, or process Hazardous Materials; cause or permit the improper installation of Hazardous Materials on the Leased Premises or a release of Hazardous Materials on the Leased Premises; and shall at all times comply with an ensure compliance by all parties with all applicable Environmental Laws.

"Hazardous Materials", as used herein, shall include, but shall not be limited to, any chemical, material, substance or other matter of any kind whatsoever which is prohibited, limited, or regulated by any federal, state, county, regional, or local authority or legislation, regulation, or order, including, without limitation, the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the regulations promulgated from time to time thereunder, environmental laws administered by the Environmental Protection Agency and laws, regulations, and orders of the State of North Carolina, the North Carolina Department of Environmental Quality, or any other governmental organization or agency having jurisdiction over the Leased Premises.

"Environmental Laws", as used herein, shall mean, all federal, state, and local laws, regulations, and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations, and all common law concerning public health and safety, worker health and safety, pollution, or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, exposure to, or cleanup of any Hazardous Materials.

The provisions of Section 7 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration

8. Covenants.

8.1 <u>County Covenants</u>. The County covenants to allow Tenant full use of the Leased Premises for the Permitted Use beginning on the Commencement Date and ending on the Termination Date, subject to the County's right to terminate this Agreement pursuant to Section 2 hereof.

- 8.2 <u>Tenant Covenants</u>. Tenant covenants as follows:
 - a. To comply with all the terms and provisions of this Agreement;
 - b. To pay all amounts payable to the County hereunder;
 - c. To use the Leased Premises only for the Permitted Use or any purpose for which the County gives written permission;
 - d. Never to use the Leased Premises for any Prohibited Uses;
 - e. To comply with all present and future laws, regulations, and orders relating to the occupation and use of the Leased Premises;
 - f. To comply with all federal, state, and local laws, regulations, ordinances, decrees, and rulings in connection with the use of the Leased Premises and any activities conducted thereon;
 - g. To permit the County to enter the Leased Premises at any time outside normal business hours in case of an emergency and otherwise during normal business hours where such will not unreasonably disturb or interfere with Tenant's use of the Leased Premises or operation of its business, to examine, repair, inspect, survey, or test the Leased Premises, exhibit the Leased Premises to prospective lessees or purchasers, and for any other reasonable purpose.

The provisions of Section 8.2 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration.

- 9. **Taxes.** Tenant shall not be responsible for any *ad valorem* real property taxes owed on the Leased Premises.
- 10. **Utilities.** The Parties stipulate and agree that Tenant's use of the Leased Premises will not require the use of electricity or other utility services.
- 11. **Care and Surrender of the Leased Premises.** Tenant shall commit no waste on the Leased Premises. Upon any termination of this Agreement, Tenant shall surrender possession of the Leased Premises, without notice, in as good condition as at the Commencement Date, reasonable wear and tear and casualty beyond Tenant's control being excepted. Tenant shall be responsible for any environmental clean-up required by the proper authorities, which contamination resulted from Tenant's activities.

The provisions of Section 11 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration.

- 12. Entry by the County. The County, its agents, and representatives may, at any reasonable time, enter the Leased Premises for the purpose of inspecting, examining, and repairing the property, surveying, or conducting testing on the Leased Premises; provided, however, that, in so doing, the County, its agents and representatives will endeavor to avoid interfering with the use and occupancy of the Leased Premises by Tenant.
- 13. **Indemnity.** Tenant shall indemnify the County and its employees, officers, elected officials, and agents against, and hold the same harmless from, all claims, demands, and/or causes of action, including, without limitation, all reasonable expenses of the County incident to such proceedings, for injury to, or death of any person, or loss of, or damage to, any property, where such claims, demands, and/or causes of action are not caused by the negligence, omission, intentional act or breach of contractual duty of or by the County or its employees. Tenant's agreement to indemnify the County must include, but not be limited to, all claims, demands, and/or causes of action, including all reasonable expenses of the County, arising from any Hazardous Material or other waste generated by Tenant.

The provisions of Section 13 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration.

14. Liens. Tenant must keep the Leased Premises free from any liens arising from any labor performed by or on behalf of, or materials furnished to Tenant, or other obligations incident to Tenant's use or occupancy. If any lien attaches, and the same is not released by payment, bond, or otherwise, within twenty (20) days after the County notifies Tenant thereof, the County has the option to discharge the same and terminate Tenant's lease, and Tenant shall reimburse the County within thirty (30) days of notification by the County.

The provisions of Section 14 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration.

- 15. **Insurance.** Tenant shall obtain and keep in effect general liability insurance against any and all claims for personal injury or property damage occurring in or upon the Leased Premises during the term of the Agreement. Tenant shall also be responsible for obtaining insurance on any crops cultivated on the Leased Premises.
- 16. **Fire and Casualty.** The County shall not be responsible for any damage to the crops or other property of Tenant that may be caused by fire or other casualty. In the event that the Leased Premises is rendered totally or partially untenable by fire or casualty, the County shall be under no obligation to repair or restore the Leased Premises.

- 17. **Assignment and Subletting.** Tenant may not assign or sublet this Agreement without the County's written consent, which may be withheld in the County's sole discretion.
- 18. **Minerals.** Nothing in this Lease confers upon Tenant the right to any minerals or other resources underlying the Leased Premises.
- 19. Forfeiture for Noncompliance. If Tenant shall neglect to perform any matter or thing herein agreed to be done and performed by Tenant, and shall remain in default thereof for a period of thirty (30) days after actual notice from the County calling attention to such default, the County may declare Tenant's lease terminated and canceled and take possession of the Leased Premises without prejudice to any other legal remedy the County may have on account of such default. In the event that the County shall have to institute a suit to collect any unpaid rent due under this Agreement, the County shall be entitled to recover a reasonable attorney's fee which shall be not more than fifteen (15%) percent of the rent so recovered by the County from Tenant or any guarantor of this Agreement.
- 20. **Bankruptcy and Insolvency.** It is expressly agreed that if at any time during the term of this Agreement, Tenant (meaning either James Dennis Lee or Terry M. Raynor or any entity either such individual utilizes in connection with his farming operation) should be adjudged bankrupt or insolvent by a court of competent jurisdiction, the County may at its option declare this Agreement terminated and canceled and take possession of the leased premises.
- 21. **Joint and Several Liability.** All individuals and entities listed as "Tenant" in this Agreement and all parties signing this Agreement as a tenant shall be jointly and severally liable for the obligations of Tenant hereunder.
- 22. **Non-Waiver.** No prior indulgence, waiver, election or non-election by the County under this Agreement shall effect the County's right to declare a breach of this Agreement in the future or effect Tenant's duties and liabilities hereunder.
- 23. **Binding Nature.** The terms, covenants, agreements, conditions and undertakings contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors in interest and assigns of the Parties.
- 24. Entire Agreement, Modification, and Severability. This Agreement, its Exhibits, and any Addenda contain the entire agreement between the Parties, and no representations, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Agreement will alter the covenants, agreements and undertakings set forth herein. This Agreement shall not be modified in any manner, except by an instrument in writing executed by the Parties. If any term or provision of this Agreement or its application to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the

application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, is not affected and each term and provision of this Agreement is valid and be enforceable to the fullest extent permitted by law.

25. **Relationship of the Parties.** It is stipulated and agreed that this Agreement shall not be construed as creating any partnership or other relationship between the parties other than that of landlord and tenant. Tenant shall assume all legal and financial responsibility for taxes (other than *ad valorem* real property taxes on the Leased Premises), FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime and other expenses and agrees to indemnify, save and hold the County, its elected officials, officers, agents, and employees harmless from and against any and all losses, costs (including attorney's fees), and damage of any kind related to such matters.

The provisions of Section 25 of this Agreement shall survive termination or expiration hereof, regardless of the cause giving rise to termination or expiration.

26. **Choice of Law and Forum Selection.** This Agreement shall be governed by and construed under the laws of the State of North Carolina. The exclusive venue for any litigation arising out of this Agreement shall be in the General Court of Justice of Sampson County, North Carolina.

The provisions of Section 26 of this Agreement shall survive termination or expiration of this Agreement, regardless of the cause giving rise to termination or expiration.

27. **Headings.** The headings in this Agreement are for ease of reference only and shall not affect the interpretation of the provisions hereof.

THE REMAINER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

LANDLORD

SAMPSON COUNTY

By:

Edwin W. Causey, County Manager

TENANT, jointly and severally

James Dennis Lee

Terry M. Raynor

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

David K. Clack, Finance Officer

10

Memo

To:	David Clack, Finance Officer
From:	Juanita Brewington, Purchasing & Contracting Officer
Date:	March 3, 2023
Re:	Surplus Real Property

At the Board of Commissioners meeting on February 6, 2023, the Board declared parcel number 06010099001 surplus and authorized the sale by upset bid with a minimum bid amount of \$3,900.00. This parcel is located off Old Fayetteville Road in the Honeycutt Township.

An offer was received on December 5, 2022 in the amount of \$3,900.00 from Ms. Kristal V. Garcia (Valle-Garcia Properties, LLC) along with a \$195.00 bid deposit (5% of the offer). Ms. Garcia's offer was accepted by the Board of Commissioners at the February 6, 2023 meeting.

This parcel was advertised for upset bid, according to General Statute 160A-269, on February 18, 2023 with deadline for upset bids and bid deposit set for February 28, 2023. As of the date of this memo, no upset bids have been received.

We have attached a resolution accepting Ms. Garcia's offer to be adopted since no other bids were received. The Board of Commissioners may at any time reject any and all offers.

RESOLUTION OF THE SAMPSON COUNTY BOARD OF COMMISSIONERS ACCEPTING AN OFFER TO PURCHASE CERTAIN REAL ESTATE PURSUANT TO GS 160A-269

WHEREAS, at its regular meeting held on February 6, 2023, the Board of Commissioners agreed to surplus and authorize the sale of that parcel of land owned by Sampson County consisting of approximately .26 acre, situated in the Honeycutt Township, Sampson County, North Carolina and identified as Sampson County Parcel Identification Number 06010099001, subject to upset bid procedures of GS 160A-269; and

WHEREAS, the Finance Officer reports that a qualifying bid in the amount of \$3,900 was received from Ms. Kristal V. Garcia (Valle-Garcia Properties, LLC).

WHEREAS, the Finance Officer reports that this action was duly advertised with notice that any person may raise the bid by no less than 10% of the first \$1,000 and 5% of the remainder, and that this process was continued until no further qualifying bids were received; and

WHEREAS, the Finance Officer reports that the final qualifying bid received was a bid for \$3,900 by Ms. Kristal V. Garcia (Valle-Garcia Properties, LLC).

NOW THEREFORE BE IT RESOLVED that the Sampson County Board of Commissioners accepts the offer of Ms. Kristal V. Garcia (Valle-Garcia Properties, LLC) to purchase that parcel of land designated as Sampson County Parcel Identification Number 06010099001 situated in the Honeycutt Township, Sampson County, particularly described in Deed Book 898, Page 272 Sampson County Registry as follows: BEGINNING at a stake in the southwestern edge of a new 60 foot street N. 71* 30' W., 711.6 feet from the point at which the southwestern edge of said 60 foot street intersects the Western line of the Old School House Property, a joint corner of Lots Nos. 9 and 10; thence the dividing line between Lots Nos. 9 and 10 S., 18* 30' W., 150 feet to a stake in the Strickland line another joint corner of Lots Nos. 9 and 10; thence the Strickland line N. 71* 30' W., 75 feet to a stake, a joint corner of Lots Nos. 8 and 9; thence the dividing line between Lots Nos. 8 and 9 N. 16* 30' E., 150 feet to a stake in the southwestern edge of said 60 foot street; thence with the southwestern edge of said 60 foot street S. 71* 30' E., 75 feet to the BEGINNING POINT and being all of Lots No. 9 of the Elmon L. McLamb Property according to a survey by Clarence Hall, Jr., R.S., in February of 1961. This lot is a part of the 33.1 acre tract of land conveyed to Elmond L. McLamb and wife, Madge O. Mclamb, by deed recorded in Book 709, Page 279 of the Sampson County Registry. And being the same land conveyed to Henry Lee Fryar and wife, Addie Lee Fryar by Deed recorded in Book 722, Page 346, and being the same land conveyed to Shell Home Finance Corp., by Deed recorded in Book 738, Page 384, Sampson County Registry (Tax Parcel No. 06-0100990-01) for \$3,900 cash.

BE IT FURTHER RESOLVED that the Chairman of the Board is authorized to execute a warranty deed and any such other documents necessary for the transfer of said property.

ADOPTED at a regular meeting on 3rd day of April 2023.

R. JEROL KIVETT, Chairman, Sampson County Board of Commissioners

ATTEST:

STEPHANIE SHANNON, Clerk to the Sampson County Board of Commissioners



Sampson County Finance Department David K. Clack, Finance Officer

MEMORANDUM

- TO: Board of Commissioners
- FROM: David K. Clack, Finance Officer
- DATE: March 22, 2023

SUBJECT: Audit Contract 6/30/2022 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, 2022.

The amendment only changes the due date of the contract. It was extended through February 17, 2023. The reasons for the extension we due to auditor 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 presentation.

We respectfully request that the Board approve the amended contract.

LGC-205 Amendment AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS Rev. 10/2021

Whereas	Primary Government Unit
	SAMPSON COUNTY
and	Discretely Presented Component Unit (DPCU) (if applicable)
	N/A
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
for	06/30/22	and originally dde on	10/31/22

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

	Original due date	Modified due date
Modification to date	10/31/22	02/17/23
Modification to fee	Original fee	Modified fee

Prim	ary	Other	

Reason(s) for Contract Amendment

(choose 1)(choose 0-2)

0		Change in scope
0		Issue with unit staff/turnover
0		Issue with auditor staff/workload
0		Third-party financial statements not prepared by agreed-upon date
0		Unit did not have bank reconciliations complete for the audit period
0		Unit did not have reconciliations between subsidiary ledgers and general ledger complete
0		Unit did not post previous years adjusting journal entries resulting in incorrect beginning
		balances in the general ledger
0		Unit did not have information required for audit complete by the agreed-upon time
0		Delay in component unit reports
0		Software - implementation issue
0		Software - system failure
0		Software - ransomware/cyberattack
0		Natural or other disaster
0	\square	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 AUDITOR SICKNESS AND TIMING - THE AUDIT PROCESS WILL START EARLIER.

Additional Information

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

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
W GREENE PLLC	
Authorized Firm Representative* (typed or printed) M WADE GREENE, CPA	Signature*
Date*	Email Address
02/06/23	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) SUE L. LEE, CHAIRPERSON	Signature*	
Date	Email Address slee@sampsonnc.com	

Chair of Audit Committee (typed or printed, or "NA") N/A	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 N/A		
Date DPCU Governing Board Approved Amended Audit Contract (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

MEMO:

- David K. Clack, Finance Officer FROM:
 - Sampson County Board of Commissioners TO:
 - **County Manager & Finance Officer** VIA:
- SUBJECT: Budget Amendment for fiscal year 2022-2023
- 1. It is requested that the budget for the Sheriff's Department be amended as follows:

Expenditure Account Code	Description (Object of Expenditure)	Increase	Decrease
11243100-555000	Capital Outlay Other	56,000.00	
11243100-526201	Dept. Supplies CD	11,000.00	
11243100-526200	Dept. Supplies	19,050.00	

Revenue Account Code	Source of Revenue	Increase	Decrease
11034310-403623	County schools SRO funds	86,050.00	

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

To allocate funds for equipment and supplies for 7 new school resource officers. Purchase of radios (56000), tasers (11000), and other supplies (19050).

und K. Clack

(Signature of Department Head)

ENDORSEMENT

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

J/2/2023 David K. Clack

(County Finance Officer)

Forwarded, recommending approval/disapproval. 1.

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

20

(County Manager & Budget Officer)

MEMO:				
FROM:		Sampson County Public Works	Date March	h 13, 2023
TO:	Sampsor	County Board of Commissioners		
VIA:	County N	lanager & Finance Officer		
SUBJECT:	Budget A	mendment for fiscal year 2022-2023		
1. It is requeste	ed that the l	oudget for the Public Works		Department
be amended as Expenditure		Expenditure Account Description	Increase	Decrease
11999000- 11142600-		CONTINGENCY UTILITIES	130,000.00	130,000.00
Revenue A	Account	Revenue Account Description	Increase	Decrease
		ove request is/are as follows: ldings utilities.		
			mling	
			(Signature of Department	Head)
ENDORSEMI 1. Forwarde		nending approval/disapproval.	312 Del U	22, 20 <u>23</u>
			(County Finance C	Officer)
ENDORSEM 1. Forwarde		nending approval/disapproval.		, 20
			2en lo. l	
Date of approva	u/disapprova	i by B.O.C.	(County Manager & E	sudget Officer)
				\
		158		

COUNTY OF SAMPSON

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

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

TO:	EDWIN W. CAUSEY, COUNTY MANAGER
FROM:	MARK TURLINGTON, INTERIM PUBLIC WORKS DIRECTOR
SUBJECT:	REQUEST FOR INCREASE IN UTILITIES MAT
DATE:	3/13/2023
CC:	

After reviewing the current buildings budget, I foresee a shortfall in the utilities line item. Several items seem to drive this need for additional funds. First, the monthly electrical bills have increased a considerable amount from last year. For example:

Duke Progress	January 2022	\$12,947	February 2022	\$11,960
	January 2023	\$32,222	February 2023	\$25,322

As you can see, there is quite a lot of difference. I am sure part of the increase is due to the very cold weather we had in December which created higher demand charges. Another factor necessitating the increase is the additional utilities incurred by the new EMS facility and the addition of the Garland EMS property. Currently, the new EMS facility is operating at a minimal level. The EMS staff will be moving into the new building on Monday, March 6th. With that being said, the electric bill will increase significantly since it will be operational 24 hours a day/7 days a week. Based on our current available balance and with four more months to go, I am requesting a minimum of \$120,000 but would like for you to consider \$130,000 in case of any unforeseen circumstances.

Thank you in advance for your consideration and please let me know if you need additional information.

MEMO:					February	27, 2023
FROM:	Dana Hall	Dana Hall, Director of Aging				ate
TO:	Sampsor	County Board of Comm	nissioners			
VIA:	County N	lanager & Finance Offic	er			
SUBJECT:	Budget A	mendment for fiscal yea	ar 2022-2023			
1. It is request	ed that the l	oudget for the	AGING			Department
be amended a	s follows:					
Expenditure	e Account	Expenditure Account D	escription	In	crease	Decrease
02558800	-526200	Departme	nt Supplies	\$	330.00	
Revenue	Account	Revenue Account Desc	ription	In	crease	Decrease
02035880	-408401	Donatio	ons	\$	330.00	

2. Reason(s) for the above request is/are as follows: To budget donations made to the nutrition sites.

Dana Hall

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

2023 22

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

, 20 (County Manager & Budget Officer)

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

MEMO:				_	F	February	/ 27, 2023
FROM:	Dana Hall	, Director of Agir	ng			D	ate
TO:	Sampson	County Board o	of Commissioners				
VIA:	County M	anager & Finand	ce Officer				
SUBJECT:	Budget A	mendment for fi	scal year 2022-202	3			
1. It is request	ed that the k	oudget for the		AGING			Department
be amended as	s follows:						
Expenditure	e Account	Expenditure Ac	count Description		lnc	crease	Decrease
02558710	-526200	De	epartment Supplies		\$	485.00	8
Revenue	Account	Revenue Accou	Int Description		In	crease	Decrease
02035871	-408401		Donations		\$	485.00	

2. Reason(s) for the above request is/are as follows: To budget donations made to the ADHC.

1.

Dana Hall (Signature of Department Head) **ENDORSEMENT** ,2023 1. Forwarded, recommending approval/disapproval. 22 (County Finance Officer) **ENDORSEMENT** Forwarded, recommending approval/disapproval. , 20 (County Manager & Budget Officer) Date of approval/disapproval by B.O.C.

MEMO:				3/9/2023
FROM:	Dana Hall		Dat	e
TO:	Sampson	County Board of Commissioners		
VIA:	County Manager & Finance Officer			
SUBJECT:	Budget Ar	nendment for 2022-2023		
1. It is request	ed that the b	udget for the Aging		Department
be amended as Expenditure		Expenditure Account Description	Increase	Decrease
02558670	-525000	United Way - Construction Repairs	3,500.00	

Revenue Account	Revenue Account Description	Increase	Decrease
02035867-403602	United Way	3,500.00	

2. Reason(s) for the above request is/are as follows: Increase United Way funding per 2023 Grant cycle

	Dana Hall		
	(Signature of Department Head)		
ENDORSEMENT	/		
1. Forwarded, recommending approval/disapproval.	3/22, 2023		

Forwarded, recommending approval/disapproval. 1.

ENDORSEMENT

Forwarded, recommending approval/disapproval. 1.

, 20

(County Finance Officer)

(County Manager & Budget Officer)

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

22-23-14

MEMO:

COUNTY OF SAMPSON BUDGET AMENDMENT

20-Mar-23

FROM: Lynn S. Fie	elds		Date
TO: Sampsor	County Board of Commissioners		
VIA: County N	lanager & Finance Officer	•	an a
SUBJECT: Budget A	mendment for fiscal year 2022-2023		
1. It is requested that the t	oudget for the Social Services		Department
be amended as follows: Expenditure Account	Expenditure Account Description	Increase	Decrease
13554810-568413 13554810-568414	Crisis Intervention Program LIEAP		214,301.00 \$ 217,926.00

Revenue Account	Revenue Account Description	· .	Increase	Decrease
13535480-403313 13535480-403314	Crisis Intervention Program			214,301.00 217,926.00

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

To adjust budgeted revenue and expenses due to the implementation of direct deposit energy payments via the newly created state vendor portal

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

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

20 23

(County Finance Officer)

20

(County Manager & Budget Officer)

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

10145

JIM JOHNSON Tax Administrator	Telephone 910-592-8146 910-592-8147
SAMPSON COUNTY BOARD OF COMM 406 COUNTY COMPLEX ROAD, BUILDI 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 ov	uned by Jose Luis Ortiz
in	Township, Sampson County, for
the year(s) and in the amount(s) of:	
YEAR	
2022	<u>\$ 252.85</u>
	\$
·	\$
	\$
	\$
TOTAL REFU	ND \$ 252.85
These taxes wer	e assessed through clerical error as follows.
Bill # 0068839597	A. D. D
	GOD County Tax <u>225,52</u> School Tax
10g # KDH 6993	FadFire Tax 27,33
Tag # KDH 6993 Plate Turned In-Veh	city Tax
2022 Hords MP	
	TOTAL \$ 252,85
	Mailing Address.
Yours very truly	205 ALUSQUUL
	JE NUBERY CA
Taxpayer	Garlanz NC 28441
Social Security	
RECOMMEND APPROVAL	Board Approved
	Date initials
Kun mun	164

Sampson County Tax Administrator

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

10140

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 der Sampson County against the property owned by $\underline{\frown C}$	nand refund and remission of taxes assessed and collected by
in	Township, Sampson County, for
the year(s) and in the amount(s) of:	
YEAR \$	236.29
\$	
\$	
\$\$	
TOTAL REFUND \$	236.29
These taxes were assessed the	hrough clerical error as follows.
Bill #0070286332 Plate # YV 6817 Plate Turned In-Vehicle Sold 2016 Ford TK	GOOCounty Tax <u>182,19</u> SON School Tax <u>32,02</u> FIGFire Tax <u>32,08</u> N City Tax TOTAL \$ <u>236,29</u>
	Mailing Address.
Yours very truly	1245 Beylich Rd
Jammy Hell	1245 Beykh Rd Clinton, NC 28328
Social Security #	
RECOMMEND APPROVAL.	Board Approved Date Initials
How Lohn 16	

Sampson County Tax Administrator

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

10125

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 dem	nand refund and remission of taxes assessed and collected by
Sampson County against the property owned by in fi	John TC lec Township, Sampson County, for
10.0	152802
YEAR	101 36
<u> </u>	101.36
2020 \$	101.36
2019 \$	101.36
TOTAL REFUND \$	405.44
These taxes were assessed th adjusted calculated per MB 42/29+0	rough clerical error as follows. Clealage plantempoints County Tax 365.56
request.	School Tax 39.88
	City Tax
	TOTAL\$ 405.44
	Mailing Address.
Yours very truly	TOBA MARSHALL TINGO
And M Tixler	JOHN MARSHALL TUPLER 9378 GREEN Puth Za
Taxpayer 0	Toto ENGLATION La
Social Security #	DUNN NC 28334
RECOMMEND APPROVAL	Board Approved
Jun Mun	Date Initials

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 ______ Bobble_____ Device_____ Fry ar in _______ Township, Sampson County, for the year(s) and in the amount(s) of:

Year 2022	<u>\$ 2</u>	73.20
	\$	·
•		
	\$	
	\$	
Fotal Release/Adjustr	nent \$ <u>2</u>	73.20
602	County Tax	\$ 251.83
	School Tax	\$
F۵g	Fire Tax	\$ 21.37
	City Tax	\$
	Total _	\$ 273,20

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

Taxpayer vehicle was registered out of the country lor the GAP

Bill period 2015 Cher VEN 16CGSBE31 Taxpayer:

Kobb.

Initials

Tax Administrator:

Board Approved:

Date

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 <u>Adam Tyler Moreau Suzance Moreau</u> in <u>Franklin</u> Township, Sampson County, for the year(s) and in the

amount(s) of:

Year 2022	<u>\$</u> 3	94,50
2022	\$	110.66
•	\$,
	\$	
	\$	
Total Release/Adjustm	ient \$	505.16
Goi	County Tax	\$ 366.05 (287.10 + 78.95)
	School Tax	\$
	Fire Tax	\$
<u>८ ०१</u>	City Tax	\$ 139.11 (107.40 + 31.71)
	Total	\$ 505.16

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

100°lo Nilitary Ex 2016 Toyota 2021 Ren TK	STATE 07	Res les	nce-Michiggen
	[.] Taxpayer:	Adam T,	Suzanne Morean
	Tax Administrator:	- fru	a fhun
	Board Approved:	Date	Initials

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 Leonard Battle, Jr. in _____ _ Township, Sampson County, for the year(s) and in the

amount(s) of:

Year 2022	\$	189.81
	\$	
•	\$	
	\$	
	\$	·
Total Release/Adjus	tment \$ <u> </u>	89.81
	County Tax	\$ 169.29
	School Tax	\$
	Fire Tax	\$ 20.50
	City Tax	\$
	Total	\$ 189.81

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

100% Milita 2019 (any Vchicle Exemp lodge STATED	F Revisience - OK/AhomA
TAYRETY	Taxpayer:	Learpord Battle TR
	Tax Administrator:	Jum Jhuman
	Board Approved:	· / · ·

Board Approved:

Initials

Date

Members:

Pursuant to North Carolina G. S. 105-381, I here	eby demand a re	lease and adjustment of	taxes assessed
by Sampson County against the property owne	" hai's	Vinde Lat	Lood (Cause a
by Sampson County against the property owne	d by <u>flo</u>	Venuing/Oses	FULL DETU, Ces
ROLLI DI S		5	
in () 144/e /oparie	Township, Samp	oson County, for the year	r(s) and in the
		•	

amount(s) of:

1ear 	\$_ <i>_10,</i>	1.75
	\$	
	\$	
	\$ <u></u> i	
Total Release/Adjustn		
v	County Tax Late County S chool Tax	\$ <u>82.50</u> \$ <u>8.25</u>
	Fire Tax (F23) Late Fire City Tax	\$ <u>10,00</u> \$.1.00
	Total	\$ 101.75

The taxes were assessed through clerical error or an illegal tax as follows: MR. Turener (Deceased 6/29/22) Shouldn't have l'sted the equipment. It is owned by the state and is in Curn berland Countyper his wife.

Taxpayer:

1/20/1 ¢ pe U MU

Tax Administrator:

Board Approved:

Date

Initials

SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson Health Director



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

To: Mr. Edwin Causey County Manager

> Stephanie Shannon Clerk to the Board

From: Wanda Robinson Health Director

Subject: County Commissioner's Consent Agenda

Date: March 21, 2023

Attached are items that were approved by the SCHD Health Advisory Committee on March 20, 2023. These are items are being submitted for approval by the County Commissioners.

- I. Fee/CPT Code Update
- II. 2022-2026 Strategic Plan

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

Attachments: >Fee/CPT Code Update >2022-2026 Strategic Plan

Sampson County Health Department Fees/CPT Update

03/20/2023

Date Added	Name of Procedure	LabCorp Order Number	CPT Code	Current Price	Recommended Price
08/02/2021	Janssen Vaccine	N/A	91303	N/A	No Charge
02/09/2023	Admin-Moderna Bivalent Booster 6mo- 5yr	N/A	0164A	N/A	\$65.00
02/09/2023	Moderna Bivalent Booster 6mo-5yr	N/A	91316	N/A	No Charge
02/09/2023	Admin-Pfizer Bivalent 6mo-4yr	N/A	0173A	N/A	\$65.00
02/09/2023	Pfizer Bivalent 6mo-4yr	N/A	91317	N/A	No Charge
02/15/2023	GC/CT/Trich Urine NAAT	183160	OL023	N/A	\$124.75
03/06/2023	CMP Super Panel	277715	OL024	N/A	\$263.81
03/06/2023	Vitamin D	081950	82306	N/A	\$252.99
03/07/2023	CMP 12	302085	OL025	N/A	\$21.33
03/07/2023	Drug Screen	799007	80307	\$20.00	\$40.00
03/07/2023	Ethanol, Urine	735314	G0478	\$13.00	\$15.00
03/07/2023	Gardasil 9	N/A	90649	\$245.00	\$336.00
03/07/2023	Prevnar 13	N/A	90670	\$270.00	\$337.00
03/07/2023	Tenivac (Td)	N/A	90714	\$40.00	\$104.00
03/07/2023	Varicella	N/A	90716	\$196.00	\$200.00
03/07/2023	Shingrix	N/A	90750	\$175.00	\$230.00

Sampson County Health Department Strategic Plan 2022-2026



Adopted 02/06/2023

Table of Contents

I.	Purpose	.3
II.	Mission, Vision & Values	.4
III.	General Information	.6
IV.	Review & Analysis of Factors That Impact the Delivery of Service	.7
V.	Summary of the Sampson County Community Health Assessment	.9
VI.	Strategic Goals1	.2
VII.	Next Steps	3

Sampson County Health Department Strategic Plan 2022-2026

I. Purpose:

It is the objective of this document to set forth priorities for the focus of the Sampson County Health Department for the next four years July 1, 2022 to June 30, 2026.

The areas selected are based upon:

- 2021 Community Health Assessment
- 2020 SOTCH Report
- Data relative to health status indicators of the population of Sampson County
- Public input and community surveys
- Judgment of key personnel as to resources required to achieve tasks included.
- Experience and expertise of the Sampson County Board of Health and the Health Advisory Board in identifying resources and needs.

Policy:

The priority areas of influence identified in this document are intended to outline areas of emphasis based upon community needs but are not designed to exclude or discourage other programmatic goals and interests. Management team members and other staff are urged to continue to seek creative opportunities to address public health problems/issues related to their routine duties and responsibilities within the restraints of available resources and contractual program requirements. This plan is intended to serve as a general guide for the relatively short term of four years. The changeable nature of Public Health does not lend itself to planning for the longer term in any realistic manner. This document may be amended at any time that new or emerging issues demand the attention of this health department.

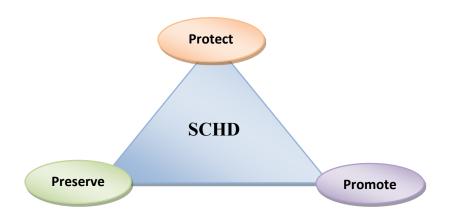
Method:

Based upon a review of the findings of the Community Health Assessment, discussions with the Health Advisory Committee, and meetings with the staff, a list of potential priority items were assembled. These were separated by a work group into different areas. The areas of priority identified in this document are not in priority order. Since each item applies to different program areas, it was felt that these could be accomplished concurrently. The planning group will meet at least annually to report on progress and/or revise the document as required.

Sampson County Health Department Strategic Action Plan 2022-2026

II. Mission, Vision and Values

MISSION, VISION AND VALUES



Mission:

The mission of Sampson County Health Department is to preserve, protect and promote the health, environment and well-being of the citizens of Sampson County.

Vision:

The vision of Sampson County Health Department is to provide services, prevent adverse outcomes and promote efforts to improve the quality of life for the residents of Sampson County.

Values and Objectives:

Caring - We will be compassionate when dealing with others and to show concern for the interest and needs of others.

Commitment - We will be dedicated, loyal and empathetic in what we do for the customer and the public.

Communication - We will provide direct, sincere communications to customers, the public and co-workers.

Community Service - We will provide services to the community through education, outreach and other venues to help ensure the health, safety and welfare of the community.

Excellence in Customer Service - We will meet or exceed customer expectations.

Privacy - We will respect the confidentiality and privacy of others and be committed to confidential care for customers and the public.

Professionalism - We will treat customers and co-workers with DIGNITY, RESPECT, INTEGRITY and COMPASSION at all times.

Productiveness - We will work to the best of our ability to provide efficient, effective, quality care for our customers and the public.

Responsibility - We are accountable to customers and the public for what we do.

Teamwork - We will work together to provide the best possible care for customers and the public. There is no "I" in team.

Sampson County Health Department Strategic Plan 2022-2026

III. General Information:

This plan reflects the areas of focus of the Sampson County Health Department during the next four year period of 2022-2026.

The Sampson County Health Department is committed to carrying out the following action plan to improve the health of Sampson County residents.

The Management Team of the Sampson County Health Department envisions an agency that strives to meet the following guiding principles:

- Health Department maintains Local Health Department Accreditation Standards, as defined in policies; protocols are maintained by all programs.
- Service deliverables and expansions are driven by community need.
- Improved efficiency is attained in all divisions.
- Health Department recruits, develops and retains a well-qualified, diverse workforce.
- Public image of the Health Department is positive.
- Quality of services is assured through implementation of the Quality Improvement/Quality Assurance plan.
- Residents experience improved health outcomes and quality of life.
- Health Department is accountable to the public in fiscal responsibility and service delivery.
- Efforts are conducted through improved internal collaboration and communication.
- Health Department is considered to be an employer of choice.
- Expanded service availability for county residents.
- Physical facilities are available or in the planning stage to address growing community needs and support newest technologies.
- Funding is available to support and improve our programs.
- Best practices, as recognized by the public health community, are utilized in service provision.
- Department is capable of providing a comprehensive response to Public Health Emergencies.

IV. Review and analysis of factors that impact the delivery of service:

Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis

SWOT Analysis is a tool that identifies strengths, weaknesses, opportunities, and threats of an organization. Specifically, SWOT is a basic model that assesses what an organization can and cannot do, as well as potential opportunities and threats that impact what an organization can accomplish. The Strategic Planning Team identified the following SWOT that can impact delivery of health services to Sampson County communities.

Strengths	Weaknesses
 Local Government Support and funding Strong community partnerships Competent, well-trained, dedicated staff On-going professional development for employees Access to quality technological resources Bilingual staff Grant funding-allows innovation Highly qualified, knowledgeable billing support staff Inviting public health facilities Enhanced health education and outreach programs Comprehensive clinical services Electronic health record system New partnerships and regional collaborations Strong collaboration with emergency management to respond to public health preparedness concerns Quality improvement initiatives Responsible and proactive to emerging issues and trends 	 Future Medicaid Reform uncertainties Potential for cuts in Federal/State Public Health Programs Ability to compensate professional staff at levels that attract highly qualified workers Ability to recruit in some professional fields such as nursing and nutrition Availability of mental health resources and providers in the county Limited primary care and chronic disease management services Economically diverse population Challenges related to a rapidly changing population Internal and external communication Limited transportation Reliable county vehicles High no show rates High RN/Nutritionist/NP turnover

179

Opportunities	Threats
 Emerging technologies to promote more efficient service delivery Established relationship with media outlets Leadership roles of staff in various professional organizations, regional, state and nationally Safety Net provider for uninsured and underinsured Up-to-date electronic equipment and other tools for staff to perform more efficiently 	 Lack of public transportation Limited funding in chronic disease, health promotion and disease prevention services Potential cuts to federal, state and local programs Limited primary care providers in the county for the under and uninsured population Limited services for men

V. Summary of the Sampson County Community Health Assessment:

Sampson County performed the 2021 Community Health Assessment with the assistance of the Sampson County Community Wellness Committee and other community stakeholders. The following is a summary of the assessment findings.

Overview of Health Data Sources:

The collection of data for the Community Health Assessment involved collection processes that included:

- A. Surveys: The Community Health Assessment (CHA) Leadership Team (Sampson County Health Department and Sampson Regional Medical Center) distributed paper surveys to various sites throughout the county and electronic surveys via Survey Monkey links on Sampson County Health Department and Sampson Regional Medical Center websites and social media platforms. A total of 561 surveys were collected.
- B. Secondary data: was also collected from a variety of sources, including Healthy North Carolina 2030 (HNC 2030), North Carolina Center of Health Statistics, Robert Wood Johnson County Health Rankings and Roadmaps and other sources.

Key Findings:

The Community Health Assessment used both primary and secondary data to identify health trends, needed resources, and opportunities related to improving the health of Sampson County.

The list of community issues that were ranked by residents in the primary data as most affecting the quality of life in Sampson County:

- Low income/Poverty (most frequently selected issue)
- Drugs/Substance Abuse (second ranked issue)
- Lack of Community Resources (third ranked issue)

The secondary data includes leading causes of death, socio-economic factors like poverty, unemployment, and education. Some of the significant health indicators and determinants of premature death in Sampson County include:

- Adult smoking rate
- Adult obesity numbers

- Number of teen births
- Leading causes of death
- Percentage of uninsured population
- Percentage of children living in poverty

Health Priorities:

After careful review and discussion of all the information obtained from the community assessment, the CHA Leadership Team and community health stakeholders chose to address three health related issues that were cited in the data: Obesity (through exercise and nutrition); Substance Use; and Teen Pregnancy.

- 1. Obesity (through exercise and nutrition): When obesity is addressed, chronic diseases (affected by exercise and nutrition) are also impacted. In 2019, 40% of Sampson County adults had a BMI of 30 or greater and 33% of adults reported participating in no physical activity outside of work. According to the Centers for Disease Control and Prevention (CDC), chronic diseases such as heart disease, stroke, cancer, diabetes, obesity, and arthritis are among the most common, costly, and preventable of all health problems in the United States.
- 2. Substance Use: Substance abuse has a major impact on individuals, families, and communities. The effects of substance abuse are cumulative, significantly contributing to costly social, physical, mental, and public health problems. In 2021, there were 157 medication or drug overdoses in Sampson County.
- 3. Teen Pregnancy: It is important to prevent teen pregnancy because it brings extensive social and economic costs through immediate and long-term impacts on teen parents and their children. There are several safe and highly effective methods of contraception to prevent unintended pregnancy. Sampson County's 2020 teen pregnancy rate for females ages 15-19 was 41.6 while North Carolina's rate was 22.9.

Community Health Improvement Plans:

Community Health Improvement Plans have been developed to address each of the health priorities chosen by the Community Health Assessment (CHA) Leadership Team and stakeholders. Interventions will include, but not be limited to educational sessions; assistance with achieving active lifestyles; community events; media campaigns; and website information.

Dissemination of the Community Health Assessment Document:

The Sampson County Community Wellness Committee will disseminate paper and/or electronic copies of the document to committee members, community partners, government agencies, stakeholders and the general public with the hope that the

document will enable various agencies and stakeholders to assist with meeting the needs of the public by improving and promoting the health and well-being of the citizens of Sampson County.

Dissemination of the Community Health Assessment document will include, but not be limited to:

- 1. Sampson County Community Wellness Committee members
- 2. Sampson County Health Department
- 3. Sampson County Health Advisory Committee
- 4. Sampson County Board of Health (County Commissioners)
- 5. Sampson County Government Offices
- 6. Sampson County Public Libraries
- 7. Sampson Regional Medical Center website
- 8. News articles in the Sampson Independent highlighting the major findings of the assessment
- 9. Sampson County Government website
- 10. Sampson County Community Wellness Committee website

Summary:

Regular meetings and discussions will continue as community health stakeholders break into sub-committees to address each specific health priority – keeping the Community Health Improvement Plans an ongoing conversation and giving the Sampson County Community Wellness Committee the opportunity to:

- Collaborate to ensure county resources are best utilized and that health concerns are addressed in the most efficient and effective way.
- Communicate, support, and promote each other's programs so our community is aware of and utilizes our resources.
- Improve the health, partnerships, and communication amongst community health leaders.

VI. Strategic Goals:

	To improve the health status and prevent premature death for all residents
Goal 1:*	of Sampson County.
	Provide a coordinated Public Health response to manmade or natural
Goal 2:	disaster or communicable disease outbreak.
Goal 3:	Maintain a competent public health workforce.
	To improve public services and programs and increase collaboration among
Goal 4:	fiscal agencies/health care providers leading to improved patient care.
	Increase public awareness of public health programs and services in
Goal 5:	Sampson County.
	To safeguard life, promote human health and protect the environment with
Goal 6:	the use of technology, rules and public education.

*Address Community Health Assessment Priorities

Goal 1:	To improve the health status and prevent premature death of all residents of Sampson County.					
Objective # 1	Reduce the premature death rate by 10% for Sampson County					
Baseline Data	Sampson 100,000 Source: 1	Sampson County Age-Adjusted Diabetes Death Rate from 2015-2019: 49.2 per				
CHA Priority	Addressed			I		
Activitie	S	Lead Person	Partners N=new/E=existing	Timeframe		
Collaborate wit		Diabetes Program	E-Sampson County	Ongoing		
known agencies organizations in county working diabetes preven treatment.	and the towards	Coordinator Health Promotion Coordinator	Community Wellness Committee E-Local providers			
			E-Sampson Regional Medical Center			
Attend health fa Diabetes Aware Month		Health Educator. Diabetes Program Coordinator	E-Sampson County Community Wellness Committee	November- annually		
Increase the nur diabetics served clinical services annually	through	Diabetes Program Coordinator	E-Sampson County Community Wellness Committee E-Local Providers	Ongoing		
Market Diabete services and aw a. Submit diab awareness a prevention a local paper a November a b. Provide dial information to providers every six ma c. Publicize co diabetes ever paper, radio website.	areness. etes nd articles to n nnually betes packets at least onths. mmunity ents in	Health Educator/ Diabetes Program Coordinator		Ongoing		

Implement a Diabetes	Diabetes Program	November 2023
Support group.	Coordinator	
(current number 0)		

	To improve the health status and prevent premature death of all residents of					
Goal 1:	Sampson County.					
Objective # 2	Reduce the Infant mortality death rate by 1% for Sampson County					
	Sampson	Sampson County Infant Mortality Rate: 6.5 per 1,000 in 2020				
Baseline Data	Source:	North Carolina State Cer	nter for Health Statistics			
CHA Priority	Addressed	Teen Pregnancy				
Activitie		Lead Person	Partners N=new/E=existing	Timeframe		
Collaborate with		Maternal Health	E-Local providers	Ongoing		
known agencies organizations in county providin prenatal care ser Sampson Count	the g rvices in	Coordinator Maternity Care Coordination staff. Child Service Coordination staff	E-Sampson Regional Medical Center			
Update local pro about the Pregn Medical Home policy	ancy	Maternal Health Coordinator Pregnancy Care Management Coordination Staff	E-Local Providers	Annually		
Provide smokin education for pr patients to inclu Quit, Two Quit Quitline Referra education	renatal Ide You and NC	SRMC Staff Provides You Quit, Two Quit education. MH coordinator/APP		Ongoing		

Goal 1: (continued)	To improve the health status and prevent premature death for all the residents of Sampson County.				
Objective # 3	Decrease the adolescent pregnancy rate among females ages 15-19 by 5%. Decrease the percentage of repeat pregnancies to teens ages 15-19 by 10%.				
Baseline Data	Sampson County Pregnancy rate for 15-19 year old group was 41.6 per 1,000 in 2020 with 20.2% of the total being repeat pregnancies. Source: North Carolina State Center for Health Statistics				
CHA Priority					
Activitie		Lead Person(s)	Partners N=new/E=existing	Timeframe	
Family Planning Health educator management sta provide contrac counseling and health departme services to teens one or more pre	r, case aff will eptive link to ent s with egnancies	Family Planning Coordinator, Health Educator Case Management Staff	E- Health Educator, Case Management Staff E- Academic Abundance	Ongoing	
Expand family j services to inclu term contracept devices.	ide long	Family Planning Coordinator/Health Educator		Ongoing	
Continue to pro emergency cont services.		Family Planning Coordinator		Ongoing	
Offer "Reducing Risk" to 9 th grad students in parti high schools to to reduce the pe of untended pre STDs and HIV	de icipating decrease ercentage	Health Educator	N-Sampson County Schools, Academic Abundance E- Sampson County Community Wellness Committee	Ongoing	
Offer NC Healt Living Standard of Study to inclu family planning	l Course ude	Health Educator	N-Health Education staff, School Systems	Ongoing	

education classes in the School systems.			
Outreach activities to include Teen Health Fair held annually to focus on middle and high school students	Health Educator	E-Sampson Partners Community Wellness Committee	Annually
Offer/provide STD testing services to all clients as requested or required	Clinic staff, STD ERRN, NPs		Ongoing
Provide individual and community education regarding STDs and potential complications	Clinic Staff, Health Educator		Ongoing
Provide STD/Teen Pregnancy Outreach in the community to the public with an emphasis on teens	Health Educator	E-Academic Abundance	Ongoing

Goal 1:	To improve the health status and prevent premature death for the residents of Sampson County.				
Objective # 4		Reduce the death rate resulting from the leading causes of death (cancer, heart disease and stroke) by 5%.			
Baseline Data	Sampson Cancer - Heart Dis Stroke - 4 Source: S Sampson Source: C	disease and stroke) by 5%.Sampson County Age-Adjusted Death Rates: 2015-2019Cancer - 185.9 per 100,000Heart Disease - 181.6 per 100,000Stroke - 47.5 per 100,000Source: State Center for Health StatisticsSampson County Rates 2019: Adult Obesity - 40%, Physical Inactivity - 33%Source: County Health Rankings and Roadmaps			
CHA Priority A	Addressed	U Obesity (through ex	xercise and nutrition) Partners		
Activitie Provide Breast a Cervical Contro Program (BCCC Wisewoman se for a minimal of women meeting BCCCP eligibil criteria.	and ol CP)/ rvices f 50 g the	Lead Person BCCCP Program Coordinator	N=new/E=existing E-Local Health Care providers, Sampson Regional Medical Center.	<u>Timeframe</u> Ongoing	
Increase public awareness of br cancer and cerv cancer risk and resources availa through the San County Health Department.	ical Ible	BCCCP Program Coordinator/Health Educator	E-Breast and Cervical Cancer Advisory Board, Health Department Staff	Ongoing	
Implement WW referrals to the s 2 nd & 3 rd Health Coaching calls.	state for	BCCCP Program Coordinator/Health Educator		Ongoing	

Promote Eat Smart, Move More, Maintain don't gain! Holiday Challenge each year.	Health Educator		Ongoing
Sponsor Breast and Cervical Cancer Annual Rally and Health Fair for the purpose of promoting awareness in the minority population	Health Educator	E-Breast and Cervical Cancer Advisory Board	Annually-October
Provide education on the Chronic Diseases and preventative measures to decrease risk factors though articles, flyers, health fairs and pamphlets	Health Educator	E-Sampson County Community Wellness Committee	Ongoing
Implement Primary Care Clinic to provide Health Services for the un and underinsured population	Director of Nursing/Adult Health Clinic Manager		Ongoing
Provide Chronic Disease education to the public through newspaper articles, flyers, health fairs, and pamphlets.	Health Educator	E-Sampson County Community Wellness Committee	On-Going
Assist as needed with the "Journey to Health" Program	Health Educator	E-Sampson County Community Wellness Committee, Sampson Regional Medical Center	Ongoing

Goal 1:	Improve the health status and prevent premature death for all residents of Sampson County.				
Objective # 5	5%. Provide	Increase the number of children served through the public health department by 5%. Provide comprehensive services to the children of Sampson County in the form of outreach, referral, immunizations and well child clinical services.			
Baseline Data	Services prov	vided during 2021 fiscal	year: 234		
CHA Priority	Addressed		1	1	
Activi		Lead Person	Partners N=new/E=existing	Timeframe	
Increase the nur Child Health ret clinical services	ferrals for	Child Health Coordinator	E-DSS, Head Start, Local providers.	Ongoing	
Meet state require referrals to the O Management fo Children Progra ensure all childre qualify are offer program.	Care r At-Risk um and ren that	Care Coordinator for Children Program Coordinator	E-Local providers, Local hospital, Department of Social Services	Ongoing	
Continue to pro immunization c services to 1009 childcare provid Sampson Count (Current numb	onsultation % of the lers in y.	Immunization Coordinator	E-Partnership for children, Head Start	Ongoing	
Increase the nur children immun the 4Tdap; 3 Po 3 HIB, 3 Hep B months of age to	ized with lio; 2 MMR, series by 24	Immunization Coordinator	E-Local Providers	Ongoing	
Increase the nur private medical our county docu into the Immuni Registry to 100	providers in menting ization	Immunization Coordinator	E-Local Providers	Ongoing	

Goal 1:	Improve the health status and prevent premature death for all residents of Sampson County.			
Objective # 6	Reduce the unintended poisoning mortality rate due to substance abuse.			
Baseline Data	Sampson C NC DETEC	County Medication or Dru	g Overdose: 2021 - 157	
CHA Priority	Addressed	Substance Use		
Activiti		Lead Person	Partners N=new/E=existing	Timeframe
Investigate and evidence based abuse preventio programs	substance	Health Educator	E-Substance Abuse Coalition, Community Wellness Committee N- Eastpointe, Inc	Ongoing
Community Edu the use or misus prescription and medications	se of	Health Educator	E-Substance Abuse Coalition, Community Wellness Committee N-Eastpointe, Inc	Ongoing
Continue to pro provide Naloxo the community	ne kits to	Health Educator, Health Department staff	E-Substance Abuse Coalition, Community Wellness Committee N-Eastpointe, Inc.	Ongoing
Assist with Tak Events this fisca		Health Educator	E-Substance Abuse Coalition, Community Wellness Committee, Clinton Police Department	Ongoing
Promote Quitlin decrease the per adults, middle a school students current tobacco include e-cigare	rcentage of nd high who are users to	Health Educator	E-Substance Abuse Coalition, Community Wellness Committee	Ongoing

Goal 2:	Provide a coordinated Public Health response to a manmade or natural disaster or communicable disease outbreak				
Objective # 1	Implement a communicable disease surveillance system that will allow for timely reporting of diseases as required by NC Communicable Disease Laws (10A NCAC 41A.0101.				
Baseline Data	the local phys Sampson Cou health departs	Approximately 60% of the communicable diseases are reported to our agency by the local physicians. There are a total of 42 physician practices located in Sampson County. Of these 42 offices, only 60% consistently report to the local health department as required by NC Communicable Disease Laws. Those diseases that require reporting in 24hrs are not reported in a timely manner.			
CHA Priority		State Mandated Goal	1	J	
Activi		Lead Person	Partners N=new/E=existing	Timeframe	
Provide educati providers and lo health staff twice diseases and con are reportable and NC Communica Laws.	ocal public ce a year on nditions that ccording to	Communicable Disease Program Coordinator	E- Local health providers in Sampson County	Ongoing	
Implement the N Carolina Electro Surveillance Sy NCEDSS- to m reports received providers.	onic Disease stem- onitor CD	Communicable Disease/TB Program Coordinator, Immunization Coordinator, STD Coordinator	E- Local health providers in Sampson County	Ongoing	
Continue respiratesting for 100% provide with an appropriate sub-	% of staff and N95 mask or	Communicable Disease Coordinator	E-Local Health Department Staff	Annually	
Continue to mail active Epi Team needed or quart discuss and revi plans regarding communicable of outbreaks, train to outbreaks and issues.	n to meet as erly to iew agency diseases, for response	Epi Team Chair	E- Local Health Department Epi Team	Ongoing	

Goal 2: (continued)	Provide a coordinated Public Health response to a bioterrorism event or communicable disease outbreak.			
Objective # 2	Improve operational readiness for management of man-made, natural disasters, including bioterrorist threats, emerging communicable diseases, and weapons of mass destruction			-
Baseline Data	Not Appli	icable		
CHA Priority A	ddressed	State Mandated Goa	1	
Activitie	es	Lead Person	Partners N=new/E=existing	Timeframe
Maintain two Preparedness Coordinators		Health Director		Ongoing
Maintain up-to-o shelter protocol of staff training instances of disa	inclusive for use in	Nursing Director	E-American Red Cross, Director of Social Services, Emergency Management Director	Ongoing
Conduct or parti full-scale Medic Counter Measure exercise. Submit within 120 days exercise.	al es (MCM) : AAR	Nursing Director/Preparedness Coordinator	E-EM, SRMC, LEPC	Once Every 5 Years (due again in 2026)
Complete Traini Exercise Plannir Workshop TEPV Multi-Year Train Exercise Plan M well as trainings exercises with A Corrective Action per Homeland So Exercise Evaluat Program (HSEE guidance.	ng W and nings and YTEP as and AR and on Plans ecurity tion	Nursing Director/Preparedness Coordinator	E-EM, SRMC, LEPC,	Annually
Continue develo Public Health Ha Response Plan to Strategic Nation	azards o include	Nursing Director/Preparedness Coordinator	E-Local EMS, LEPC, Sampson Regional Medical Center, PHPR-ERO	Ongoing

Stockpile, High Consequence Pathogens/Ebola plan, Emergency Risk Communications Plan, and Pandemic Influenza Plans			
Attend monthly preparedness Coordinators Meeting and collaborate with other counties in the region during plan development to maximize resources in the event of disaster.	Nursing Director, Preparedness Coordinator/Others as assigned by the Health Director.	E-PHPR-ERO	Ongoing
Ensure Preparedness Coordinators have received HSEEP Training per State requirements.	Health Director	E-PHPR-ERO	As Needed

Goal 3:	Maintain a competent public health workforce				
	Workforce will be equipped to provide the best quality services possible through the use of best practices for recruitment, continuing education/training and retention practices and through the addition of staff necessary to increase capacity				
Objective # 1			public need.		
Baseline Data			for FY 2021 20%		
CHA Priority A	Addressed			t workforce is essential f	
			targets for improved	health care and increase Partners	access to care.
Activities	5		Lead Person	N=new/E=existing	Timeframe
to become/remain current with tren communicable d	Train staff as appropriateDirto become/remainMacurrent with trends incommunicable diseaseprevention care andMa		ector of Nursing/ nagement Team	E	Ongoing
Sampson County Department (SC managers contin apply current departmental tra requirements	ment (SCHD) ers continue to urrent nental training		nagement Team	E	Ongoing
All SCHD staff attend a minimum hrs. of continuin education related position in addit required departm position training	im of 8 ng d to their tion to mental/		nagement Team	E	Ongoing
The average ann vacancy rate wil exceed 30% ann	l not	Management Team		E	Ongoing
Recruit and retai professional staf Nurses, Nutrition	f-NP,		nagement Team	E	Ongoing

Maintain number of bilingual staff. (Current number=6.)	Management Team	E	Ongoing
Licensed, registered or certified staff will be monitored to insure they are receiving the minimum number of contact hours.	Management Team	E	Ongoing

Goal 4:	To improve public health services and programs and increase collaboration among fiscal agencies/health care providers leading to improved patient care.			
Objective # 1	Implement information system for automated means of providing improved patient care, capturing patient information, monitoring reporting and billing services.			
Dagalina Data		1	CureMD and multiple state	electronic
	CHA Priority Addressed of inver appropri		ectronic equipment to include alth care more accessible b evices and systems are available patient information, monitor	y ensuring ilable to provide
Activit	ies	Lead Person	Partners N=new/E=existing	Timeframe
Identify training staff for evaluat update of the El	g needs of ion and	Management Team/Accounting Supervisor/Nursing Supervisor	State Agencies, CureMD Team, TAC Team	Ongoing
Evaluate and define optimal equipment needed to provide health department services.		Management Support/Accounting Supervisor/Department Supervisor	Department Supervisors, TAC Team	Ongoing
Follow-up on al equipment to in purchasing		Management Support Supervisor	Sampson County IT, TAC Team	Annually
On-going training education based type of system to system updates	l on the	Management Team	E-Supervisors	On-going
Education on C Services Data V (CSDW)/Cure-I Reports	Varehouse	Accounting Supervisor	E-State, CureMD staff	Ongoing
Maintain an inventory data system for evaluating computer software and hardware and evaluate at		Administrative Assistant	TAC Team Chair, Sampson County IT, Department Supervisors	Ongoing

least annually and as needed.			
Transition to Medicaid Managed Care – Clinical and Fiscal	Management Team	N	Evaluate July 2023

	To improve public health services and programs and increase collaboration among			
Goal 4:	fiscal agencies/health care providers leading to improved care.			
Objective # 2	Improve coordination of efforts among divisions within the health department			
Baseline Data	No baseline d	lata available		
CHA Priority A	Addressed	Teen Pregnancy		
Activi		Lead Person	Partners N=new/E=existing	Timeframe
Formally particle Adolescent Prev Coalition to rev develop action p reduce teenage p Sampson Count	vention iew data and plans to pregnancy in	SCHD Health Educator, Family Planning Coordinator	E-Sampson County Community Wellness Committee, Academic Abundance N-School Systems	Ongoing
Partner with loc for the purpose development of Community Hea Assessment.	of the	SCHD Health Educator	N-Local agencies, hospital, private agencies E-Sampson County Community Wellness Committee	Ongoing
Continue to part community stak including anima enforcement, sc providers and of advance positive health outcomes	teholders al control, law hools, local ther to e public	Management Team	E-Sampson County Community Wellness Committee	On-going
Review services different divisio same client in o provide coordin better serve the	ns to the rder to ated care and	QI/QA Team		On-going

Goal 4 (continued)	To improve public health services and programs and increase collaboration among fiscal agencies/health care providers leading to improved patient care.				
Objective # 3	To assure qualit	To assure quality service delivery in all health department programs and activities			
Baseline Data		artment currently has a QI/ and implement changes as		t will monitor	
CHA Priority A	Addressed				
Act	ivities	Lead Person	Partners N=new/E=existing	Timeframe	
-	y Improvement/ nce Team Leader	Health Director		On-going	
Maintain the department's quality improvement plan to develop internal improvement plans for services and programs.		QI/QA Team Leader/QI/QA Team		Ongoing	
Maintain the department's quality assurance plan to ensure quality services are provided for all health department services and to provide input for quality improvement projects.		QI/QA Team Leader/QI/QA Team		Ongoing	
Develop corrective action plans in response to program complaints, audits and reviews to improve program services.		Program Coordinators/QI/QA Team Leader.	E-State Consultants	Ongoing	
Maintain QI/QA Program in Environmental Health to ensure quality services are provided and to provide information for quality improvement projects.		EH Supervisor	E-State Consultants	Ongoing	

Goal 5:	Increase public awareness of public health programs and services in Sampson County.				
Objective # 1	Increase Strive to	Increase knowledge of the Health Department and Environmental Health Services. Strive to promote a positive image for the Sampson County Health Department and Environmental Health Services in the community.			
Baseline Data	Outreach	activities to promote ser	vices		
CHA Priority A	Addressed				
Activitie		Lead Person	Partners N=new/E=existing	Timeframe	
Maintain Public Relations Plan f Sampson Count Department	for the	Management Team/Health Educator		On-going	
Request feedbac departmental fa and services pro health departme customers	cilities ovided by	Management Team		Annually	
Seek consumer on all programs services provide Sampson Count Department/EH	and ed by the ty Health	Management Team		Annually	
Develop mechai analyzing and responding to co feedback.		QI/QA Team/Management Team		Annually	
Revise and update the Health department Website		Management Team	E-Information Technology	Annually	

Goal 6:	practice o	To safeguard life, promote human health and protect the environment through the practice of modern environmental science, the use of technology, rules and public education.			
Objective # 1	program, Insure hig education	Protect the public from food borne outbreaks through a diligent inspection program, education and by maintaining a well trained staff. Insure high standard of water quality in private wells through water sampling and education. Protect the environment from pollution of air and water systems.			
Baseline Data					
CHA Priority	Addressed	State Mandated Set	rvice		
Activitie	es	Lead Person	Partners N=new/E=existing	Timeframe	
Offer ServSafe to at least 30 ma and employees establishments t a high food serv standard within county	anagers of food to ensure vice	Environmental Health Supervisor/EH Staff		Ongoing	
Staffing and ass will be monitore adjusted to ensu 100% complian inspections.	ed and re the	Environmental Health Supervisor/EH Staff		Ongoing	
Continue to edu stakeholders and community abo state requirement mandated servio	d ut the nt for	Environmental Health Supervisor/EH Staff		Ongoing	
Maintain electro recycling plan	onic	Environmental Health Supervisor		Ongoing	
Implement softw Food & Lodgin On-Site		Environmental Health Supervisor		Ongoing	

VII. Next steps:

In order to solicit community input to the Strategic Plan, the plan will be made available on the Sampson County Health Department website and announced in the local newspaper. Public feedback will be requested.

All health department staff will receive a copy of the strategic plan as an e-mail attachment. Hard copies of the Strategic Plan will be available for public review at the health department or environmental health site.

Recognizing that a strategic plan provides a sense of direction, there is also the need to remain flexible to changing needs, resources and requirements. This plan will be reviewed and updated annually by the health department staff and the Board of Health.

Community Engagement with these efforts is needed and strongly encouraged. If you are interested in the health department initiatives, please contact Wanda Robinson, Health Department Director - wrobinson@sampsonnc.com

This plan will be posted on the Sampson County Health Department website: www.sampsonnc.com.

SAMPSON COUNTY BOARD OF COMMISSIONERS			
ITEM ABSTRACT	ITEM NO. 5		
Meeting Date: February 6,	2023Information Only Report/Presentation Action ItemPublic Comment Closed Session 		
SUBJECT:	Late Property Tax Exemption Request		
DEPARTMENT:	Tax Administration		
PUBLIC HEARING:	No		
CONTACT PERSON(S):	Ed Causey, County Manager/Jim Johnson, Tax Administrator		
PURPOSE:	To Consider a Late Property Tax Exemption Request Memo,		
ATTACHMENTS:	Application, Correspondence		

BACKGROUND:

A property tax exemption request was received from Farm Credit Leasing Services on February 27, 2023. GS 105-281.1(a) requires all property tax exemption applications to be filed in January, the annual listing period. The Board of Commissioners has the statutory authority to approve late property tax exemption applications that are submitted within the same calendar year that the tax exemption application is applied for. This application meets all statutory requirements other than being timely filed, and the tax administrator recommends the approval of this late application request.

RECOMMENDED ACTION OR MOTION:

Approve the late property tax exemption application for Farm Credit Leasing Services as recommended

Phone 910-592-8146

Fax 910-592-1227

То:	Ed Causey, County Manager
From:	Jim Johnson, Tax Administrator
Date:	March 21, 2023
Subject:	Late Property Tax Exemption Request

The attached property tax exemption application was received on February 27, 2023. GS 105-281.1(a) requires all property tax exemption applications to be filed in January, the annual listing period. The Board of Commissioners has the statutory authority to approve late property tax exemption applications that are submitted within the same calendar year that the tax exemption application is applied for. The applicant is as follows:

Farm Credit Leasing Services 6340 Fiddlers Green Circle Greenwood Village, CO 80111-4951

A letter is attached requesting approval of the late application.

The application meets all statutory requirements other than being timely filed. I recommend approval of this late application request.

Please put on the Board of Commissioner's consent agenda for April 3, 2023.

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APPLICATION FOR PROPERTY TAX EXEMPTION OR EXCLUSION

County: Sampson	Municipality: A	utryville	Application for Tax Year: 2023
Full Name of Owner(s): Farm C	edit Leasing Services Cor	poration	
Trade Name of Business: Farm	Credit Leasing Services C	Corporation	
Mailing Address of Owner: 634	0 S Fiddlers Green Circle,	ATTN: Tax Departmen	t, Greenwood Village, CO 80111-4951
Phone: (720) 583-9260	Cell:	Email:	
List the property identification numl	pers and addresses/location	ons for the properties inc	luded in this application (Attach list if needed.)
Property ID #:	Address/Location:	2092 Leroy Autry Rd,	Autryville NC 28318-7314
Property ID #:	Address/Location:		
Property ID #:	Address/Location:		

Non-Deferment Exemptions and Exclusions: Select or annotate the exemption or exclusion for which this application is made. These exemptions or exclusions do not result in the creation of deferred taxes. However, taxes for prior years of exemption or exclusion may be recoverable if it is later determined that the property did not qualify for exemption or exclusion for those prior years.

G.S. 105-275(8)	Pollution abatement/recycling	G.S. 105-278.5	Religious educational assemblies
G.S. 105-275(17)	Veterans organizations	G.S. 105-278.6	Home for the aged, sick, or infirm
G.S. 105-275(18),(19)	Lodges, fraternal & civic purposes	G.S. 105-278.6	Low- or moderate-income housing
G.S. 105-275(20)	Goodwill Industries	G.S. 105-278.6	YMCA, SPCA, VFD, orphanage
🗹 G.S. 105-275(45)	Solar energy electric system	G.S. 105-278.6A	CCRC-Attach Form AV-11
🗌 G.S. 105-275(46)	Charter school property	G.S. 105-278.7	Other charitable, educational, etc.
G.S. 105-277.13	Brownfields-Attach brownfields agreement	 G.S. 105-278.8	Charitable hospital purposes
G.S. 105-278.3	Religious purposes	G.S. 131A-21	Medical Care Commission bonds
G.S. 105-278.4	Educational purposes (institutional)	Other:	

Tax Deferment Programs: Select the tax deferment program for which this application is made. **These programs will result in the creation of deferred taxes that will become immediately due and payable, with interest, when the property loses elligibility. The number number of years for which deferred taxes will become due and payable varies by program. Read the applicable statute carefully.**

G.S. 105-275(12)	Nonprofit corporation or association organized to receive and administer lands for conservation purposes Historic district property held as a future site of a historic structure
G.S. 105-277.14	Working waterfront property
G.S. 105-277.15A	Site infrastructure land
G.S. 105-278	Historic property-Attach copy of the local ordinance designating property as historic property or landmark.
G.S. 105-278.6(e)	Nonprofit property held as a future site of low- or moderate-income housing

Describe the property: Solar Array

Describe how you are using the property: (If another organization is using the property, give their name, how they are using the property, and any income you receive from their use) Electric Distribution

Affirmation: I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exemption or exclusion statute. I fully understand that an ineligible transfer of the property or fallure to meet the qualifications will result in the loss of eligibility. If applying for a tax deferment program, I fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

Signature(s) of Owner(s):	kgin	Title: Vice President	Date: 02/20/2023
All tenants of a tenancy in common must sign.		Title:	Date:
		Title:	Date:
DO NOT 1 VVV			

DO NOT submit this application to the NC Department of Revenue. Submit to the county assessor where the property is located.

REASON FOR DENIAL:



1665 Utica Avenue South, Suite 400 Minneapolis, MN 55416 800-444-2929

Farm Credit Leasing Services Corporation Tax Department 6340 S Fiddlers Green Circle Greenwood Village, CO 80111 720-583-9260 taxgroup@cobank.com

March 7, 2023

Sampson County Board of Commissioners c/o Sampson County Assessor PO Box 1082 Clinton, NC 28329

Dear Chair Kivett and Honorable Commissioners:

Farm Credit Leasing Services Corporation found a data error in our business personal property asset listing for 2023 that was submitted in January. We discovered we had an additional asset, a solar array, to report in your county on behalf of our lessee, Member EMC Solar Five, LLC, at 2092 Leroy Autry Rd, Autryville, NC 28318-7314. We have since corrected this inadvertent error.

We filed an amended return with the County Assessor as soon as we became aware of the omission. It was postmarked on February 27.

We also filed the form AV-10 [Application for Property Tax Exemption or Exclusion] that is required to request the 80% exemption for a solar energy system in the packet that was postmarked February 27. N.C. Gen. Stat. § 105-275 classifies solar energy systems as "[p]roperty classified and excluded from the tax base. (45) Eighty percent (80%) of the appraised value of a solar energy electric system."

Farm Credit Leasing Services Corporation, on behalf of our lessee Member EMC Solar Five, is requesting your gracious consideration of this application for partial exemption past the usual due date of January 31, 2023. Had it not been for the unintentional omission of the asset in the original filing, which was corrected as soon as it was found, the application for exemption would have been timely filed.

Thank you very much for your consideration.

Sincerely,

Kathryn Godowski Vice President of Tax

RECEIVED

MAR 13 2023

SAMPSON COUNTY TAX OFFICE

Phone 910-592-8146

Fax 910-592-1227

Farm Credit Leasing Services Corporation Tax Department 6340 Fiddlers Green Circle Greenwood Village, CO 80111

March 1, 2023

Ms. Godowski,

Our office received the property tax exemption request for a solar energy electric system located at 2092 Leroy Autry Road, Autryville, NC 28318. The postmarked date of the letter was February 27, 2023. This letter is to notify you that the request has been denied. Property tax exemptions must be submitted in the month of January, the regular listing period. The county assessor does not have the statutory authority to approve a late application. The governing board may approve a late application. If you wish to request approval please mail me a letter addressed to the Sampson County Board of Commissioners detailing the reason the exemption request was not timely filed. I will be glad to present the information to them for consideration. Please feel free to contact me if I can be of assistance to you.

Sincerely,

Jim Jøhnson

Sampson County Tax Administrator



Farm Credit Leasing Services Corporation Tax Department 6340 S Fiddlers Green Circle Greenwood Village, CO 80111 720-583-9260 taxgroup@cobank.com

February 21, 2023

Sampson County Assessor PO Box 1082 Clinton, NC 28329 1665 Utica Avenue South, Suite 400 Minneapolis, MN 55416 800-444-2929

> REGEIVED POSTMARK DATE

SAMPSON COUNTY TAX OFFICE

Dear Assessor:

Farm Credit Leasing Services Corporation found a data error in our asset listings for 2023. We discovered we have an additional asset or assets to report in your county that we did not identify in January.

Please find attached an amended return with these assets.

Thank you very much for your consideration.

Sincerely,

Kathryn Godowski Vice President - Tax

SAMPSON COUNTY BOARD OF COMMISSIONERS		
ITEM ABSTRACT	ITEM NO.	6
Meeting Date: April 3, 2023	xInformation OnlyReport/PresentationAction ItemConsent Agenda	 Public Comment Closed Session Planning/Zoning Water District Issue

INFORMATION ONLY

For all Board Information items, please contact the County Manager's Office if you wish to have additional information on any of the following.

- a. January 23, 2023 SCHD Health Advisory Committee Minutes
- b. February 20, 2023 Dangerous Dog Appeal Hearing Minutes
- c. COVID Kiosk Machine

SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson Health Director



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

To: Mr. Edwin Causey County Manager

> Stephanie Shannon Clerk to the Board

From: Wanda Robinson Health Director

Subject: County Commissioner's Agenda-Information Items

Date: March 21, 2023

Attached are items that were approved by the SCHD Health Advisory Committee on March 20, 2023. These are being submitted as information items for review by the County Commissioners.

- I. January 23,2023 SCHD Health Advisory Committee Minutes
- II. February 20,2023 Dangerous Dog Appeal Hearing Minutes
- III. COVID Kiosk Machine

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

Attachments: >January 23,2023 - SCHD Health Advisory Committee Minutes >February 20,2023 - Dangerous Dog Appeal Hearing Minutes >COVID Kiosk Machine Flyer

SCHD Advisory Committee Meeting Minutes Monday, January 23, 2022

Change to agenda: III. Induction of new Advisory Members; IV. Election of Officers.

Attendance: <u>Board Members</u>- Dr. Jeffrey Bell, Yire Hernandez, Cynthia Davis, Allie Ray McCullen, Daniel Cumbo, Russell Devane, Lethia Lee. <u>Health Department and Administration Staff-</u> Wanda Robinson, Cherish Allen, Tamra Jones, Kelly Parrish, Kory Hair, Erin Ellis, Joel Starling, Edwin Causey.

- I. Call to Order: Dr. Jeffrey Bell
- II. Invocation: Commissioner Lethia Lee
- III. Induction of new Advisory Members: Daniel Cumbo and Russell Devane were inducted by Cherish Allen.

IV. Election of Officers:

- a) Chair: Yire Hernandez nominated Dr. Jeffrey Bell for Chair. Dr. Cynthia Davis 2nd the nomination. No member opposed. Dr. Jeffrey Bell was elected Advisory Committee Chair for another year.
- b) Vice Chair: Dr. Jeffrey Bell nominated Linda Peterson for Vice Chair. Yire Hernandez 2nd the nomination. No member opposed. Linda Peterson was elected Advisory Committee Chair for another year.

V. Approval of Minutes:

- a) November 21, 2022 SHCD Advisory Committee minutes: Motion to approve made by Allie Ray McCullen, 2nd by Lethia Lee; All in favor.
- VI. 2022 Communicable Disease Report: Kelly reviewed report (see attached). The Health Department does have 2 vacancies for Communicable Disease nurses. Along with the transition and new changes, COVID will be merged with Communicable Diseases soon, currently it is in NCEDS. 2022 started with a significant surge in COVID cases. In January and February alone, Sampson County had 6,157 cases. To put that in perspective, the entire year of 2021, we had 7,306 cases. After that initial surge, we leveled out and had 10,628 cases for the 2022 year. SCHD staff performed 1,728 COVID tests onsite and countless home tests were distributed. SCHD staff administered 3,480 COVID vaccines in 2022 and 30,539 vaccines since the start of the pandemic. Currently there are 138 people in Sampson County with HIV. There are also 4 active TB cases with a potential of 6.

*Kelly reviewed the COVID update that was passed out to Committee Members. Update includes surveillance of variants, community levels by County, and early warning indicators. See attached update for more specific information. Wanda reminded Committee that the Health Department is still vaccinating and testing.

VII. Primary Care Clinic: Kelly reported that the Health Department has purchased cartridges to be able to perform RSV, Flu, COVID antigen, and Rapid Strep tests. These tests will be a significant part of the Primary Clinic. This will also help providers provide correct and accurate treatment.

VI. Financial

- a) Monthly Update: Tamra reviewed the monthly update (see attached). Most program numbers on activity summary are consistent. Numbers in Child Health and Family Planning are below budget, this could be due to only having 1 provider since mid-October. Tamra stated that <u>overall</u>, programs are above budget. Tamra reviewed local revenues (see attached). No questions from the Committee.
- b) SCHD Fee Schedule/CPT Update: New primary care CPT codes/Fees added to the list are- Rapid RSV, Rapid Flu A&B, Rapid Strep. These tests will be performed in house at the cost of \$25. Motion to approve made by Allie Ray McCullen, 2nd by Dr. Cynthia Davis; All in favor.

VIII. Health Directors Comment: <u>*Health Department Staff was asked to step out.</u>

- a) Vacancies
- b) Recruitment/Retention Grant (Health Advisory Members only) *
- IX. Public Comment: None.
- X. Adjournment

Next meeting March 20th, 2023.

Na Returner 3-20-23 By Bell Absent Date

Jeffrey Bell Absent Date Advisory Committee Chair (VICE) Linda Peterson

Wanda Robinson Secretary Date

SCHD Advisory Committee Dangerous Dog Appeal Hearing Minutes February 20, 2023 at 6:30 pm

Attendance

Board Members: Dr. Jeffrey Bell, Dr. Cynthia Davis, Dr. Shane Sundlie, Yire Hernandez, Russel Devan, Daniel Cumbo, Linda Peterson, Cassie Faircloth.

County Employees: Wanda Robinson, SGT. Jessica Byrd, Deputy Cribbs, and Cherish Allen

Speakers:

- I. Call to Order: Dr. Jeffrey Bell called Hearing to order. Dogs in question are Braveheart and Jake. Owners are Oscar Williams and Evelyn Williams.
- II. Dangerous Dog Hearing:
 - a) <u>Overview of Dangerous Dog Hearing Process</u>: Dr. Jeffrey Bell reviewed Article 1A. Dangerous Dogs Sections (a) (1) a. and b; (2) a. b. and c. (See attached). Dr. Jeffrey Bell stated explained that all speakers will have five minutes to speak, then will be asked questions by the Committee. He explained that it is important to stay on topic and give facts of exactly what happened and what was witnessed during the events that occurred on January 26, 2023.
 - b) <u>Public Comment</u>:

Dr. Jeffrey Bell called Theresa Petty to speak. Ms. Petty was sworn in under Oath by Wanda Robinson.

Ms. Theresa Petty stated that on 1/26/2023 her granddaughter asked if she • could go for a walk, which she does all the time, typically just around the block and then back home. She then changed clothes, grabbed her cell phone, and left. At approximately 3:40 PM (approximately 5 minutes after Emily left the house), Ms. Petty received a call from Emily. She stated that Emily was hysterically crying and unable to tell her where she was. At this time, Emily's father left the house on foot and started down the street. Ms. Petty stated that Mrs. Evelyn Williams heard Emily's screams and walked out of her residence and called off the dogs. She then brought Emily and Emily's fathers back to Ms. Petty's residence. When she arrived, Ms. Petty was standing in the yard. She stated that Emily she was bloody and hysterical. Ms. Petty then put Emily in her car and rushed her to the ER, where she had to be sedated. Ms. Petty stated, "I watched flesh fall as they cleaned her wounds." She stated that the hospital staff called Animal Control. She explained that it is hard to talk about and that Emily is now fearful and has anxiety.

When the attack happened, Ms. Petty believed that Emily was across the street from the William's residence and in the driveway of the "blue double wide".

Russell Devane asked the approximate weight of Emily Williams. Ms. Petty replied that she was about 150 lbs.

Dr. Jeffrey Bell called Michael Petty to speak. Mr. Petty was sworn in under Oath by Wanda Robinson.

Mr. Petty stated, "I don't have a lot to say because I was at work, but the dogs have come in my yard before. There are outside cats, and they've killed them. I have chased the dogs off and I told him I'd shoot them if they were in my yard. It's not right, you can't walk the city streets without these dogs chasing you. They are a nuisance."

No questions from the Board.

Dr. Jeffrey Bell called Emily Williams to speak. Emily Williams was sworn in under Oath by Wanda Robinson.

• Emily stated she didn't know what to say about it. She stated that with her anxiety, PTSD, and depression she now wants to move and change schools because of this and it's a lot.

Dr. Jeffrey Bell asked if she were ever on the Williams' property? Emily replied "No."

Russell Devane asked if she saw what direction the dogs came from or if she heard them coming towards her? Emily proclaimed she did not see them or hear them. She stated, "I had in both of my air pods."

Dr. Cynthia Davis asked if the diagnosis of Anxiety, PTSD, and Depression were new since the attack. Emily replied, "Yes."

Dr. Cynthia Davis asked if there were any broken bones or stitches? Emily replied, "No."

Ms. Petty stated that skin graphs and laser surgery will be required due to the extent of the wounds on the back of Emily's thigh. When asked why they didn't place stiches instead, Ms. Petty stated there was no skin to attach to. Photos were passed around to the Board Members that showed Emily's wounds. Dr. Cynthia Davis asked if it was an ER physician, Pediatrician, or Plastics that recommended the skin graph? Ms. Petty stated it was an ER physician, as the pediatrician would not touch it and recommended her go back to the ER, due to the redness, swelling and bleeding of the thigh wound. She stated she did take Emily back to the ER on February 6, 2023.

Dr. Jeffery Bell called Mr. Oscar Williams to speak. Mr. Oscar Williams was sworn in by Wanda Robinson.

• Mr. Williams stated, "First, I am truly sorry this happened. I know it does not change things, and that's from the heart." He explained that at the time of the incident he was in Salemburg. When his wife called him, he immediately headed home. He asked that the Board members view the video he had from his

outdoor camera (video was passed around). He mentioned that in the video you could see that as soon as his wife called the dogs they came, as well as Emily was sitting in his front yard, not across the street. He explained that Emily was no stranger to Braveheart and Jake. He stated, "She had been over several times when they were puppies and held them, especially Braveheart." He mentioned that his dogs go over to the church and have no history of biting. He stated, "My dogs are not dangerous or aggressive." He questioned the incident occurred 1.5 year ago, as there is no medical report or animal control report. Mr. Williams stated, "My dogs have never broken out of the fence. When they have gotten out, it is due to our negligence." He explained that on the day of the incident, his wife was putting them in the fence, they got loose once she unleashed them and escaped through the open gate. Mr. Williams added he has witnessed people harassing his dogs from the road.

Russel Devane asked if Mr. Williams had a circle driveway? He explained that he did not. His fence was about 20 ft from the front steps. Russel Devane asked if Emily was inside the fence? Mr. Williams stated she was not. The dogs were outside the fence due to getting through the gate when Mrs. Williams was putting them in the fence. Russel Devane then asked where this was in reference to where the wife was standing in the video? At this time, Mrs. Williams showed a photo of the front yard and where the gate/fence was located that was on her phone. Mr. Williams explained again that his dogs are never allowed to run loose and are inside dogs. They only go into the fence when they must go outside or for fresh air.

Dr. Shane Sundlie asked the time frame from when the dogs got loose to when the incident occurred. She asked if maybe they had been out wondering for approximately 2 hours? Mrs. Williams replied, "Yes." It was stated that they got loose around 1:00-1:30 PM.

Dr. Cynthia Davis asked if Mr. Williams had ever been notified before that his dogs had killed cats? He stated, he had not except for the last time he was looking for his dogs, he was told "something about cats" in person. That is when the threat from the Petty's was made that they were going to shoot his dogs. Shortly after this threat, one of his dogs had been shot.

Linda Peterson asked if Mrs. Williams knew the dogs were out and free roaming? Mr. Williams stated, "Yes." Mrs. Williams explained that when they did get loose, they ran from the home.

Dr. Jeffrey Bell asked if any Board Members wanted to hear from Animal Control. Dr. Cynthia Davis asked how they were at the shelter. Sgt. Byrd stated that they are not over friendly with the staff, therefore they are taking precautions to not get bit. She then mentioned that there was no issue when the owner was present at the residence. Mr. Williams stated that when the dogs were picked up by animal control, they jumped in the truck when animal control knocked on the tailgate, without barking or growling. He stated he goes to see them every day at the animal shelter and the staff there has had no problems. Russell Devane asked if they were muzzled and what kind of area were the dogs currently in? Sgt. Byrd stated that they do not use muzzles, only catch poles and the kennel was approximately a 5x6 kennel.

Dr. Cynthia Davis asked if there were prior reports of a bite to the face. Sgt. Byrd stated that both reports were reported on the same day.

Dr. Cynthia Davis asked had there been any previous reports of these dogs roaming the area. Sgt. Byrd stated that they have multiple reports of pit-bull breeds roaming the area. Due to the number of calls, she cannot say if they are or are not these dogs.

c) <u>Discussion</u>: Dr. Cynthia Davis stated that the video was very telling.

No further discussion.

Dr. Jeffrey Bell requested that the Board vote if no other questions or discussion. He asked for a show of hands of all members that vote to uphold the Potentially Dangerous Dog determination; 7 members raised their hand. He then asked if any members opposed; 1 member raised their hand.

Determination that Jake and Braveheart are Potentially Dangerous Dogs; Upheld.

III. Adjournment: Meeting adjourned by Dr. Jeffrey Bell.

Jeffrey Bell Chair Date

Wanda Robinson Secretary Date

FREE COVID-19 Testing

TestAndGoTM self-service Kiosk for COVID-19 Testing – Now Available!



Where:	<i>Samson County Health Department</i> 360 County Complex Rd., Clinton, NC 28382
When:	Beginning March 9th, 2023
Who should æst?	 <u>Anyone</u> experiencing of the following: COVID Symptoms Exposure to COVID
Register:	http://register2.testandgo.com/
Support:	(800) 402-0000



- Provides a secure and discrete way to obtain highly reliable test results.
- Safeguards personally identifiable information with advanced data security.



- Allows registration and testing to take place at the kiosk or at home.
- Sends test results directly to email or phone within 24-48 hours.



- Convenient access regardless of schedule
- Tests are available at no-cost to patients, regardless of insurance type or status.



