



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA**

March 6, 2023

6:00 pm Convene Regular Meeting (County Auditorium)

Invocation and Pledge of Allegiance
Approve Agenda as Published

Item 1 Public Hearings

- a. Naming of Private Roads 1-2
- b. Amendments to the FY 22-23 Economic Development Budget 3-6

Item 2 Action Items

- a. Economic Development – Annexation of Property 7-13
- b. Legal – “Wave Two” Opioid Settlements 14-26
- c. Award of Bid for ESFRLP20 Program 27-29
- d. Award of Bid for CDBG-NR Program 30-32
- e. Award of Bid for Roseboro Water Main Extension Project 33

Item 3 Consent Agenda

- a. Approve the minutes from the February 6, 2023 meeting 35-42
- b. Authorize the execution of the EMS Clinical Internship Agreement between the County and Sampson Community College 43-49
- c. Approve the new rate schedule for Sampson County Expo Center 50-54
- d. Surplus vehicle transfer to Autryville Volunteer Fire Department 55-56
- e. Approve budget amendments as submitted 57-64
- f. Approve tax refunds and releases as submitted 65-79

Item 4 Consideration of Tax Appeal (Workout Anytime) 80-82

Item 5 County Manager’s Report

Item 6 Public Comment Period

Adjournment

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1(a)

Meeting Date: March 6, 2023	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/ Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: 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 that PVT 1834-609 be named Landmark Drive

RECOMMENDED ACTION OR MOTION:

Name the private road as recommended.

NORTH CAROLINA'S
SAMPSON COUNTY
OFFICE OF EMERGENCY SERVICES

MEMORANDUM:

TO: Ms. Stephanie Shannon, Clerk to the Board
FROM: Jessie Matthews, Emergency Services Addressing Coordinator
DATE: February 20, 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 1834-609

Landmark Dr

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.



107 Underwood Street | Clinton, NC 28328
OFFICE: (910) 592-8996 | FAX: (910) 592-5383

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1(b)

Meeting Date: March 6, 2023

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

SUBJECT: Public Hearing Regarding Amendments to the Economic Development Budget for FY 22-23

DEPARTMENT: Economic Development/Finance

PUBLIC HEARING: Yes

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

PURPOSE: To hold a public hearing regarding amendments to the Economic Development budget

ATTACHMENTS: Public Hearing Advertisement, Memo, Budget Amendment

BACKGROUND:

The Chairman should open this hearing and call upon Mr. Barrington to discuss amendments to the Economic Development budget, namely adding funds in the amount of \$120,000.00 from a NC Commerce Building Reuse grant to its budget. These grant funds will support the renovation of a 400,000 square foot building located in Roseboro. DuBose Steel operates a full-line structural steel service center that provides sheet, plate, structural, and tubular products to consumers nationwide.

RECOMMENDED ACTION OR MOTION:

Approve the amendments to the Economic Development budget as requested (by approval of the enclosed budget amendment)

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

MEMORANDUM

TO: Sampson County Board of Commissioners
FROM: Sampson County Economic Development Commission
DATE: February 17, 2023
RE: Amended Economic Development Appropriations – FY 2022-2023 Budget

Sampson County Economic Development Commission (EDC) is requesting the following funds be added to its approved FY 2022-2023 budget.

\$120,000	NC Commerce Building Reuse grant to support the renovation of a 400,000 square foot building located in Roseboro. DuBose Steel operates a full-line structural steel service center that provides sheet, plate, structural, and tubular products to customers nationwide.
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Thank you for your consideration.

Respectfully submitted.

**NOTICE OF PUBLIC HEARING
AMENDED ECONOMIC DEVELOPMENT APPROPRIATIONS
FY 2022-2023 BUDGET**

The Sampson County Board of Commissioners will hold a public hearing for the purpose of receiving public comments on recommended amendments to the allocation of funds within the FY 2022-2023 budget specific to economic development at 6:00 pm, or as soon possible thereafter, on Monday, March 6, 2023 in the County Auditorium, located at 435 Rowan Road, Clinton NC.

Revised funding allocations for expenditures related to the recruitment and retention of industry included in the FY 2022-2023 budget can be generally categorized as follows:

\$120,000	NC Commerce Building Reuse grant to support the renovation of a 400,000 square foot building located in Roseboro. DuBose Steel operates a full-line structural steel service center that provides sheet, plate, structural, and tubular products to customers nationwide.
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The Board will also accept comments on the hearing in written form by one of the following means:

First class mail addressed as follows: Clerk to the Board
406 County Complex Rd., Bldg. C
Clinton, NC 28328

Email addressed as follows: sshannon@sampsonnc.com

Written comments must include the commenter's names and address and must be received no later than 5:00 p.m. on March 6, 2023 in order to be considered.

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

February 17, 2023

FROM: Stephen Barrington

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11449200-529902	Building Reuse Grant	\$ 120,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034920-403602	Building Reuse Funds (DuBose Steel - Roseboro	\$ 120,000.00	

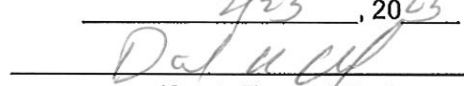
2. Reason(s) for the above request is/are as follows:

Sampson County was awarded a NC Commerce Building Reuse Grant of \$120,000 for DuBose Steel's facility upfit


(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

2/23, 2023

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

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

2/23, 2023

(County Manager & Budget Officer)

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2(a)

Meeting Date: March 6, 2023

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

SUBJECT: Annexation Recommendation/Request

DEPARTMENT: Economic Development

PUBLIC HEARING: No

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

PURPOSE: To consider requesting the annexation of property into the City of Clinton

ATTACHMENTS: Memo, Resolution, Petition for Voluntary Annexation

BACKGROUND:

Sampson County Economic Development Staff recommends that the Sampson County Board of Commissioners request that the City of Clinton annex 120-acres ± purchased in the Fall of 2020. 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.

RECOMMENDED ACTION OR MOTION:

Adopt a resolution authorizing the Board Chair to execute on behalf of Sampson County a Petition for Voluntary Annexation.



MEMORANDUM

TO: Sampson County Board of Commissioners

FROM: Stephen Barrington, Sampson County Economic Development Commission

DATE: February 20, 2023

RE: Annexation Recommendation

Sampson County Economic Development staff recommends that the Sampson County Board of Commissioners annex 120-acres +- purchased in Fall of 2020 into the City of Clinton. This approval will allow new industry locating to Sampson Southeast Business Center to receive the same services provided by the City as those currently within the park.

Thank you for your consideration.

Respectfully submitted.

RESOLUTION OF THE SAMPSON COUNTY BOARD OF COMMISSIONERS

WHEREAS, N.C. Gen. Stat. § 160A-31 authorizes the owners of real property to petition a municipality for voluntary annexation of property that is contiguous to the municipality's corporate limits; and

WHEREAS, Sampson County is the fee simple owner of the following described real property, which is contiguous to the City of Clinton:

Sampson County Parcel No. 12019288005

TRACT NO. 1: BEING all of Tract No. 1 containing 36.324 acres, more or less, as more particularly shown and described on the survey map entitled "Boundary Survey for Sampson Southeast Business Center of the Stanley Carr Property" prepared by JoynerKeeny Land Planning & Surveying under date of September 29, 2020 and recorded in Map Book 106 at Page 23 of the Sampson County Registry, which survey map is incorporated herein by reference.

TOGETHER WITH that certain non-exclusive easement of right-of-way 60 feet in width which was reserved by the Grantors therein, their heirs, successors and assigns in that deed recorded in Book 1251 at Page 311 of the Sampson County Registry, the centerline of said easement of right-of-way and more particularly described as follows:

BEGINNING at a stake in the center line of Secondary Road No. 1834 (Industrial Drive), said stake being located North 85 degrees 28 minutes 05 seconds East, 1729.52 feet and North 34 degrees 06 minutes 32 seconds East, 504.71 feet from N. C. G. S. Station "Bureau" having N. C. Grid coordinates of X = 2, 194,798.830 and Y = 463,834.227 (1927 N. A. Datum); running thence North 55 degrees 53 minutes 28 seconds West, 30 feet to a stake; thence around a curve to the right, having a radius of 291.19 feet for an arc distance of 137.39 feet (chord = North 42 degrees 22 minutes 27 seconds West, 136.12 feet) to a stake; thence North 28 degrees 51 minutes 26 seconds West, 405.60 feet to a stake; thence the same course continued, North 28 degrees 51 minutes 26 seconds West, 436.86 feet to a stake. Said 60 feet wide right-of-way easement (20 feet each side of the above described center line) shall remain open and unobstructed at all times for the purpose of ingress, egress, and regress to and from Secondary Road No. 1834 (Industrial Drive) and shall run with and be excepted from the above described property by whomsoever owned.

ALSO TOGETHER WITH that certain drainage easement 20 feet in width which was reserved by the Grantors therein, their heirs, successors and assigns in that deed recorded in Book 1251 at Page 311 of the Sampson County Registry the centerline of which is more particularly described as follows:

BEGINNING at a stake in the center line of Secondary Road No. 1834 (Industrial Drive), said stake being located North 85 degrees 28 minutes 05 seconds East, 1729.52 feet and North 34 degrees 06 minutes 32 seconds East, 907.11 feet from N. C. G. S. Station “Bureau” having N. C. Grid Coordinates of X = 2,194,798.830 and Y = 463,834.277 (1927 N. A. Datum); running thence from said beginning point with the line of Lot No. 16 of the Stanley Carr land, North 80 degrees 40 minutes 00 seconds West 272 feet, North 67 degrees 50 minutes 00 seconds West, 173 feet, North 85 degrees 05 minutes 00 seconds West, 164 feet, South 75 degrees 50 minutes 00 seconds West, 139 feet, North 68 degrees 00 minutes 00 seconds West, 192 feet, and North 80 degrees 45 minutes 00 seconds West, 80.60 feet. Said 20 feet wide drainage easement shall be measured 10 feet each side of the above described center line.

TRACT NO. 2: BEING all of Tract No. 2 containing 23.264 acres, more or less, as more particularly shown and described on the survey map entitled “Boundary Survey for Sampson Southeast Business Center of the Stanley Carr Property” prepared by JourneyKeeny Land Planning & Surveying under date of September 29, 2020 and recorded in Map Book 106 at Page 23 of the Sampson County Registry, which survey map is incorporated herein by reference.

Sampson County Parcel No. 12026556002

BEING all of that tract of land containing 62.736 acres, more or less, as more particularly shown and described on the survey map entitled “Boundary Survey for Sampson Southeast Business Center of the Summer Berry Property” prepared by Joyner Keeny Land Planning & Surveying under date of September 29, 2020 and recorded in Map Book 106 at Page 26 of the Sampson County Registry, which survey map is incorporated herein by reference.

WHEREAS, annexation of the subject property by the City of Clinton is likely to assist any future industry or commercial enterprise that may locate on the subject property with access to municipal water and sewer services at a lower cost to said industry or enterprise; and

WHEREAS, the Sampson County Board of Commissioners has determined that annexation of the subject property by the City of Clinton will increase the population, taxable property, agricultural industries, employment, industrial output, or business prospects of Sampson County and wishes to submit a petition for voluntary annexation pursuant to N.C. Gen. Stat. § 160A-31;

NOW, THEREFORE, BE IT RESOLVED that R. Jerol Kivett, Chairman of the Sampson County Board of Commissioners, is hereby authorized to execute on behalf of Sampson County a Petition for Voluntary Annexation, in form substantially similar to the Petition included in the Board’s March 6, 2023 regular meeting materials, as well as any other documents that may be reasonably required to effectuate the annexation.

ADOPTED, this the 6th day of March, 2023.

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

ATTEST:

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

PETITION REQUESTING ANNEXATION

Date: March 6, 2023

To the City Council of the City of Clinton:

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Clinton.
2. The area to be annexed is contiguous to the City of Clinton and the boundaries of such territory are as follows:

DESCRIPTION FOR
Sampson County
located in
NORTH CLINTON TOWNSHIP, SAMPSON COUNTY, NORTH CAROLINA

Sampson County Parcel No. 12019288005

TRACT NO. 1: BEING all of Tract No. 1 containing 36.324 acres, more or less, as more particularly shown and described on the survey map entitled “Boundary Survey for Sampson Southeast Business Center of the Stanley Carr Property” prepared by JoynerKeeny Land Planning & Surveying under date of September 29, 2020 and recorded in Map Book 106 at Page 23 of the Sampson County Registry, which survey map is incorporated herein by reference.

TOGETHER WITH that certain non-exclusive easement of right-of-way 60 feet in width which was reserved by the Grantors therein, their heirs, successors and assigns in that deed recorded in Book 1251 at Page 311 of the Sampson County Registry, the centerline of said easement of right-of-way and more particularly described as follows:

BEGINNING at a stake in the center line of Secondary Road No. 1834 (Industrial Drive), said stake being located North 85 degrees 28 minutes 05 seconds East, 1729.52 feet and North 34 degrees 06 minutes 32 seconds East, 504.71 feet from N. C. G. S. Station “Bureau” having N. C. Grid coordinates of X = 2, 194,798.830 and Y = 463,834.227 (1927 N. A. Datum); running thence North 55 degrees 53 minutes 28 seconds West, 30 feet to a stake; thence around a curve to the right, having a radius of 291.19 feet for an arc distance of 137.39 feet (chord = North 42 degrees 22 minutes 27 seconds West, 136.12 feet) to a stake; thence North 28 degrees 51 minutes 26 seconds West, 405.60 feet to a stake; thence the same course continued, North 28 degrees 51 minutes 26 seconds West, 436.86 feet to a stake. Said 60 feet wide right-of-way easement (20 feet each side of the above described center line) shall remain open and unobstructed at all times for the purpose of ingress, egress, and regress to and from Secondary Road No. 1834 (Industrial Drive) and shall run with and be excepted from the above described property by whomsoever owned.

ALSO TOGETHER WITH that certain drainage easement 20 feet in width which was reserved by the Grantors therein, their heirs, successors and assigns in that deed recorded in Book 1251 at Page 311 of the Sampson County Registry the centerline of which is more particularly described as follows:

BEGINNING at a stake in the center line of Secondary Road No. 1834 (Industrial Drive), said stake being located North 85 degrees 28 minutes 05 seconds East, 1729.52 feet and North 34 degrees 06 minutes 32

seconds East, 907.11 feet from N. C. G. S. Station “Bureau” having N. C. Grid Coordinates of X = 2,194,798.830 and Y = 463,834.277 (1927 N. A. Datum); running thence from said beginning point with the line of Lot No. 16 of the Stanley Carr land, North 80 degrees 40 minutes 00 seconds West 272 feet, North 67 degrees 50 minutes 00 seconds West, 173 feet, North 85 degrees 05 minutes 00 seconds West, 164 feet, South 75 degrees 50 minutes 00 seconds West, 139 feet, North 68 degrees 00 minutes 00 seconds West, 192 feet, and North 80 degrees 45 minutes 00 seconds West, 80.60 feet. Said 20 feet wide drainage easement shall be measured 10 feet each side of the above described center line.

TRACT NO. 2: BEING all of Tract No. 2 containing 23.264 acres, more or less, as more particularly shown and described on the survey map entitled “Boundary Survey for Sampson Southeast Business Center of the Stanley Carr Property” prepared by JourneyKeeny Land Planning & Surveying under date of September 29, 2020 and recorded in Map Book 106 at Page 23 of the Sampson County Registry, which survey map is incorporated herein by reference.

Petitioner acquired title to the above-described tracts by deed recorded in Book 2074, Page 675 of the Sampson County Registry.

Sampson County Parcel No. 12026556002

BEING all of that tract of land containing 62.736 acres, more or less, as more particularly shown and described on the survey map entitled “Boundary Survey for Sampson Southeast Business Center of the Summer Berry Property” prepared by Joyner Keeny Land Planning & Surveying under date of September 29, 2020 and recorded in Map Book 106 at Page 26 of the Sampson County Registry, which survey map is incorporated herein by reference.

Petitioner acquired title to the above-described parcel by deed recorded in Book 2074, Page 706 of the Sampson County Registry.

3. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

Name	Address	Do you declare vested rights?
Sampson County	406 County Complex Rd., Bldg. C Clinton, NC 28328	No

Signature:

R. Jerol Kivett, Chairman
Sampson County Board of Commissioners

Attest:

Stephanie P. Shannon, Clerk to the
Sampson County Board of Commissioners

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2(b)

Meeting Date: March 6, 2023	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: "Wave Two" Opioid Settlements

DEPARTMENT: Legal

PUBLIC HEARING: No

CONTACT PERSON(S): Joel Starling, County Attorney

PURPOSE: To consider the County's participation in the "Wave Two" Opioid Settlements

ATTACHMENTS: Memo, Resolution, Supplemental Agreement for Additional Funds

BACKGROUND:

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. 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. Sampson County's outside counsel and the North Carolina Department of Justice recently notified the County of a "second wave" of tentative settlements. 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. To participate in the settlements, local governments must execute the SAAF and Wave Two Settlements on or before April 18, 2023.

RECOMMENDED ACTION OR MOTION:

1. 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
2. Authorize the County Manager to execute the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation and any other necessary documents

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

MEMORANDUM

TO: Stephanie Shannon
FROM: Joel Starling
DATE: February 22, 2023
RE: “Wave Two” Opioid Settlements

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.

North Carolina’s existing settlement funds are divided between the State government and various eligible local governments based on an allocation agreement known as the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (MOA). The Sampson County Board of Commissioners entered into the MOA on September 13, 2021.

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. These Wave Two Settlement funds will be divided up between the State government and participating local governments based upon the same allocation formula used in the MOA, as set forth in more detail in the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (SAAF) included in the Board’s agenda materials.

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 SAAF and Wave Two Settlements on or before April 18, 2023.

Should the Board have any questions about the settlements, SAAF, or any other matter related to the settlements, outside counsel and I are available to answer questions.

Materials:

1. Resolution Authorizing 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;
2. Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation.

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

WHEREAS, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina, including Sampson County, joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the these Settlements; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Sampson County and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this County to help abate the harm; and

WHEREAS, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Sampson County hereby authorizes the County Manager to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 6th day of March, 2023.

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

ATTEST:

Stephanie P. Shannon, Clerk to the Board

SEAL

Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation

I. PURPOSE

The purpose of this Supplemental Agreement for Additional Funds (“SAAF”) is to direct Additional Funds from Additional Settlements of opioid litigation to the state of North Carolina and local governments in a manner consistent with the Memorandum of Agreement (“MOA”) Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation that has governed the distribution of Opioid Settlement Funds to the State and its Local Governments since May 2022.

This SAAF does not change the scope or meaning of the MOA with respect to Opioid Settlement Funds governed by the MOA. Instead, this SAAF applies the terms of the MOA – with certain clarifications noted below – to the Additional Settlements and Additional Funds described below.

II. SCOPE

- A. Scope of the MOA. Under the terms of the MOA, the MOA governs Opioid Settlement Funds from:
1. The National Settlement Agreement with the drug distributors Cardinal, McKesson, and AmerisourceBergen and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals; and
 2. The Bankruptcy Resolution with Mallinckrodt; any Bankruptcy Resolution with Purdue; and any other Bankruptcy Resolution as the term “Bankruptcy Resolution” is defined in the MOA.
- B. Scope of this SAAF. This SAAF governs Additional Funds from the Additional Settlements with Additional Settling Defendants Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the Additional Settlements.

III. APPLICATION OF THE MOA TO ADDITIONAL SETTLEMENTS AND FUNDS

The MOA, which is incorporated herein by reference, governs Additional Settlements and Additional Funds in every respect, except as set forth hereinbelow. In the event of any conflict between the MOA and this SAAF, with respect to Additional Settlements and Additional Funds, the provisions of this SAAF shall take precedence.

A. Definitions.

1. The definitions used in the MOA are incorporated by reference into this SAAF.
2. “Additional Funds” shall mean all funds allocated by the Additional Settlements to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in Additional Settlements for the payment of the Parties’ litigation expenses or the reimbursement of the United States Government.
3. “Additional Settlements” means a national opioid settlement agreement with the Parties and one or more of the Additional Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
4. “Additional Settling Defendants” means the defendants listed in section II.B of this SAAF.
5. “Local Counsel” means legal counsel and law firms who have a principal office in North Carolina and represented one or more North Carolina counties and municipalities in litigation against one or more Additional Settling Defendant concerning opioids.
6. “National Counsel” means legal counsel and law firms who have a principal office outside of North Carolina and represented various North Carolina counties and municipalities in litigation against one or more Settling Defendant or Additional Settling Defendant concerning opioids.
7. “Required Local Governments” means all North Carolina counties and municipalities that have filed litigation against any of the Settling Defendants or Additional Settling Defendants.

B. Allocation of Additional Funds

1. Method of distribution. Pursuant to any Additional Settlements, Additional Funds shall be distributed directly to the State, Local Governments, and Local Counsel for such uses as set forth in the MOA and this SAAF, provided Opioid Settlement Funds shall not be considered funds of the State, any Local Governments, or any Local Counsel unless and until such time as each distribution is made.
2. Overall allocation of funds. Additional Funds shall be allocated as follows with respect to each payment from the Additional Settling Defendants: (i) 15% directly to the State (“State Additional Abatement Fund”), (ii) 84.62% to abatement funds established by Local Governments (“Local Additional Abatement Funds”), and (iii) 0.38% to a Local Counsel Fee Fund described in section IV of this SAAF.
3. The allocation of Local Additional Abatement Funds between Local Governments shall be as described in MOA section B.3. However, to the extent required by the terms of an Additional Settlement, the proportions set forth in MOA Exhibit G shall be adjusted: (i) to provide no payment from an Additional Settlement to any listed county or municipality that does not participate in the Additional Settlement; and (ii) to provide a reduced payment from an Additional Settlement to any listed county or municipality that signs onto the Additional Settlement after the deadline specified by the Additional Settlement.
4. Municipal allocations of Local Additional Abatement Funds shall be as described in MOA section B.4. Consistent with the manner in which MOA section B.4.b has been interpreted by the parties to the MOA with respect to Opioid Settlement Funds, a municipality that directs Local Additional Abatement Funds to the county or counties in which it is located pursuant to MOA section B.4 shall be relieved of any reporting or other obligations under the MOA with respect to the redirected funds.
5. The use of Additional Funds for opioid remediation activities shall be as described in MOA section B.5.
6. All Parties acknowledge and agree the Additional Settlements will require a Local Government to release all its claims against the Additional Settling Defendants to receive Additional Funds. All Parties further acknowledge and agree based on the terms of the Additional Settlements, a Local Government may receive funds through this SAAF only after complying with all requirements set forth in the Additional Agreements to release its claims.

C. Payment of Litigating and Non-Litigating Parties

No party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in MOA Exhibit G.

D. Special Revenue Fund

Every Local Government receiving Additional Funds shall either (1) deposit the Additional Funds in the special revenue fund that the Local Government created for Opioid Settlement Funds pursuant to MOA section D.1 or (2) create a separate special revenue fund as described in MOA section D.1 that is designated for the receipt and expenditure of the Additional Funds. In either case, every Local Government receiving Additional Funds shall abide by MOA section D and other relevant provisions of the MOA with respect to the Additional Funds in the special revenue fund.

E. Opioid Remediation Activities

1. Local Governments shall expend Additional Funds according to the requirements for Opioid Settlement Funds stated in MOA section E.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to remediation activities funded by Additional Funds and related requirements and procedures that it has with respect to the Opioid Settlement Funds covered by the MOA.

F. Auditing, Compliance, Reporting, and Accountability

1. The Auditing, Compliance, Reporting, and Accountability provisions stated in MOA section F shall apply to Additional Funds in the way they apply to Opioid Settlement Funds.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to auditing, compliance, reporting, and accountability provisions relating to Additional Funds that it has with respect to the Opioid Settlement Funds covered by the MOA.

G. Effectiveness

1. When this SAAF takes effect. This SAAF shall become effective at the time a sufficient number of Local Governments have joined the SAAF to qualify the SAAF as a State-Subdivision Agreement under the Additional Settlements. If this SAAF does not thereby qualify as a State-Subdivision Agreement, this SAAF will have no effect.
2. Amendments to the SAAF.
 - a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this SAAF to make any changes required by the final provisions of the Additional Settlements. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the SAAF. The amendments will be effective to any party that does not withdraw.
 - b. Coordination group. The coordination group may make the changes to the SAAF described and authorized in MOA Exhibit D.
 - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this SAAF, the allocation proportions set forth in MOA Exhibit G may not be amended.
 - d. General amendment power. After execution, the coordination group may propose other amendments to the SAAF, subject to the limitation in Section G.2.c of this SAAF. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this SAAF. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in MOA Exhibit G.
3. Acknowledgement. The Parties acknowledge this SAAF is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.

4. When SAAF is no longer in effect. This SAAF is effective until one year after the last date on which any (a) Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution or (b) Additional Funds are being spent by Local Governments pursuant to the Additional Settlements.
5. Application of SAAF to settlements. This SAAF applies to the Additional Settlements.
6. Applicable law and venue. Unless required otherwise by the Additional Settlements, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this SAAF must be adjudicated by the Superior Court of Wake County. If any provision of this SAAF is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
7. Scope of this SAAF. The Parties acknowledge this SAAF does not excuse any requirements placed upon them by the terms of the Additional Settlements, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this SAAF.
9. No effect on authority of parties. Nothing in this SAAF shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of this SAAF. This SAAF may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile, electronic image, or DocuSign shall be deemed an original signature for purposes of executing this SAAF. Each person signing this SAAF represents he or she is fully authorized to enter into the terms and conditions of, and to execute, this SAAF, and all necessary approvals and conditions precedent to execution have been satisfied.

IV. LOCAL COUNSEL FEE FUND

Local Counsel have reviewed the Additional Settlements, find them to be equitable, and recommend their clients execute these Additional Settlements and this SAAF. If (1) all Local Counsel sign this SAAF whereby they consent to the terms of this SAAF and agree to be legally bound by this SAAF, including but not limited to Section IV of this SAAF, and (2) all Required Local Governments agree on or before April 18, 2023 to dismiss all litigation against the Additional Settling Defendants as required by the Additional Settlements, then each Local Counsel shall be entitled to receive a portion of the Local Counsel Fee Fund for the Additional Settlements, in such proportions as set forth below. If one or more Required Local Governments does not dismiss litigation as required by the Additional Settlements, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

Local Counsel release all North Carolina counties and municipalities from any claim regarding the obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants. Local Counsel retain their rights to recover legal fees from any national legal fee fund established by a national settlement and to collect any fees due from National Counsel. If one or more National Counsel fails to release its North Carolina client counties and/or municipalities from any contractual obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants, as required for National Counsel and Local Counsel to receive a portion of the national fee funds created by the National Settlement Agreements and Additional Settlement, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

As soon as practicable, but in any event no later than May 1, 2023, Local Counsel shall report to the settlement administrator the proportion of the Local Counsel Fee Fund to be received by each Local Counsel. No funds shall be paid out of the Local Counsel Fee Fund until such report is received. Each Local Counsel's release of claims against all North Carolina counties and municipalities as provided above shall remain in full force and effect regardless of the proportion of the Local Counsel Fee Fund that any Local Counsel receives.

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Supplemental Agreement for Additional Funds under seal as of the date hereof.

By: _____

Name: _____

Title: _____

County/City/Town of _____

Date: _____

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2(c)

Meeting Date: March 6, 2023

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

SUBJECT: Award of Bid for Rehabilitation of Four Homes in the ESFRLP20 Program (Essential Single-Family Rehabilitation Loan Pool - 2020)

DEPARTMENT: Finance

PUBLIC HEARING: No

CONTACT PERSON(S): Juanita Brewington, Purchasing Officer

PURPOSE: To consider award of bid for the rehabilitation of four homes in the ESFRLP20 program

ATTACHMENTS: Memo, Ad

BACKGROUND:

The County advertised for bids for the rehabilitation of four homes in the Essential Single Family Home Loan Pool 2020 program. At the time of agenda preparation, the bids are scheduled to be opened and read aloud on February 28, 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 reconstruction of two homes in the ESFRLP20 program as recommended by The Adams Company.

Memo

To: David K. Clack, Finance Officer
From: Juanita Brewington, CLGPO, Purchasing & Contracting Officer
Date: February 16, 2023
Re: Award of bid for rehabilitation of four homes in the Essential Single Family Home Loan Pool 2020 (ESFRLP20) program

Advertisement was published for Contractor rehabilitation bids for four homes in the ESFRLP20 program on February 11, 2023. Bid packets were sent to a total of eleven Contractors. The bid opening is scheduled for February 28, 2023 at 11:00am.

Award recommendation and bid tally results will not be available until after agenda preparation.

After the bid opening The Adams Company will review the bids received and make a recommendation. The recommendation and bid tally results will be made available to the Board of Commissioners at the March 6, 2023 Board of Commissioners meeting.

We respectfully request Board consideration of award and execution of the Contracts and Notice to Proceed by the County Manager at the March 6, 2023 Board of Commissioners meeting.

RECEIVED
FEB 17 2023

AFFIDAVIT OF PUBLICATION
STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

BY: _____

SHERRY MATTHEWS, GENERAL MANAGER/ADVERTISING DIRECTOR of the Sampson Independent, a newspaper published in Sampson County, N.C. being duly sworn, says that at the time the attached notice was published in the SAMPSON INDEPENDENT, said newspaper met all of the requirements and qualifications prescribed by North Carolina General Statute 1-597; that said newspaper had a general circulation to actual paid subscribers; and was admitted to the United States mail as second class matter in Sampson County, N.C.; and further, that the attached notice was published in the SAMPSON INDEPENDENT on

February 11, 2023.

Sherry Matthews
GENERAL MANAGER/ADVERTISING DIRECTOR

Sworn to and subscribed before me this the 13th day of February, 2023.

Breanna Miller
NOTARY PUBLIC

My commission expires: June 20, 2025

ADVERTISEMENT FOR BIDS

Separate sealed BIDS for the rehabilitation of four houses in the 2020 ESFRP Housing Program. Rehabilitation Contracts 20-10, 20-13, 20-14 and 20-20 will be received by Sampson County at the County Administrator's Office located at 406 County Complex Road, Suite 120, Building C Clinton, NC 28328 until 11:00 a.m. on February 28, 2023 and then at said office publicly opened and read aloud.

Contractors must submit a certificate of coverage for a minimum of \$100,000 comprehensive liability; \$50,000 of property damage and \$300,000 of bodily injury insurance along with Workman's Compensation if required by State Law prior to the signing of any rehabilitation contract. Certificate holder must be, County of Sampson, 406 County Complex Road, Suite 120, Clinton, NC 28328.

The CONTRACT DOCUMENTS may be examined at the following locations: The ADAMS COMPANY Inc. located at 708 Abner Phillips Road in Warsaw, North Carolina and at the County Administrator's Office located at 406 County Complex Road, Suite 120, Building C Clinton, NC 28328.

Copies of the CONTRACT DOCUMENTS may be 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.

The OWNER reserves the right to reject any and all BIDS.

BIDDER shall be properly licensed under Chapter 87, General Statutes of North Carolina (GS-87-15).



**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2(d)

Meeting Date: March 6, 2023

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

SUBJECT: Award of Bid for Reconstruction/Rehabilitation of Two Homes in the CDBG-NR Program (Community Development Block Grant - Neighborhood Revitalization Program)

DEPARTMENT: Finance

PUBLIC HEARING: No

CONTACT PERSON(S): Juanita Brewington, Purchasing Officer

PURPOSE: To consider award of bid for the reconstruction/rehabilitation of two homes in the CDBG-NR program

ATTACHMENTS: Memo, Ad

BACKGROUND:

The County advertised for bids for the reconstruction of two homes in the 2020 Sampson County CDBG-NR program. At the time of agenda preparation, the bids are scheduled to be opened and read aloud on March 6, 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 reconstruction of two homes in the CDBG-NR 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 **CDBG-NR**

Date: February 17, 2023

Please find listed below the addresses for the last two houses in the 2020 Sampson County Community Development Block Grant-Neighborhood Revitalization CDBG-NR Program.

- 1) 1424 Garland Airport Rd., Garland (Reconstruction)
- 2) 2077 Hobbton Hwy., Clinton (Rehabilitation)

An advertisement for bids was placed in the Sampson Independent for circulation on February 18. The program requires a minimum of 15 consecutive days from advertisement to bid opening. Separate sealed BIDS for the rehabilitation of the two 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 10:00 a.m. on March 6, 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 prior to 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.

ADVERTISEMENT FOR BIDS

County of Sampson
406 County Complex Road
Bldg. C, Suite 120
Clinton, NC 28328

Separate sealed BIDS for the SAMPSON COUNTY CDBG-NR RECONSTRUCTION/REHABILITATION PROJECT: CONTRACT – 20-05 and 20-06 will be received by **SAMPSON COUNTY at the office of Juanita Brewington located at 406 County Complex Road, Bldg. C, Suite 120, Clinton, NC 28328 until 10:00 a.m. on March 6, 2023.**

The CONTRACT DOCUMENTS may be examined at the following location(s):

The Adams Company, Inc., 708 Abner Phillips Rd., Warsaw, NC 28398

Sampson County, 406 County Complex Road, Bldg. C, Suite 120, Clinton NC 28328 at the office of the Purchasing and Contracting Officer's Office, Juanita Brewington.

Copies of the CONTRACT DOCUMENTS may be obtained at the office of the Engineer located at 708 Abner Phillips Rd, Warsaw, NC upon payment of \$ 200.00 for each set. Digital copies of the CONTRACT DOCUMENTS may be obtained at no cost by contacting the Engineer at 910-293-2770.

Any BIDDER, upon returning the CONTRACT DOCUMENTS (Plans and Specifications) promptly and in good condition, will be refunded \$ 200.00, and any non bidder upon so returning the CONTRACT DOCUMENTS will be refunded \$ 0.00.

The OWNER reserves the right to reject any and all BIDS.

BIDDER shall be properly licensed under Chapter 87, General Statutes of North Carolina.

Small, minority, and women's businesses and labor surplus area firms are encouraged to submit BIDS.

February 18, 2023
Edwin W. Causey
Sampson County Manager

The Sampson Independent
February 18, 2023.c.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2(e)

Meeting Date: March 6, 2023

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

SUBJECT: Award of Bid for Construction of the Roseboro Water Main Extension Project

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 award of bid for the construction of the Roseboro Water Main Extension Project

ATTACHMENTS: None (to be provided at the meeting)

BACKGROUND:

The County advertised for bids for the construction of the Roseboro Water Main Extension Project. At the time of agenda preparation, the bids are scheduled to be opened and read aloud on March 2, 2023. Dewberry Engineers will review the bids and will bring a recommendation for award at this meeting.

RECOMMENDED ACTION OR MOTION:

Award the bid for construction of the Roseboro Water Main Extension Project as recommended by Dewberry Engineering Firm

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, Lethia Lee and Allen McLamb.

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

Approval of Agenda

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

Item 1: Reports and Presentations

NCDOT Update Chairman Jerol Kivett called upon Keith Jackson, NCDOT Highway Maintenance Engineer, who gave an update on current and future projects. Mr. Jackson stated that the DOT is recovering from the COVID 19 Pandemic, has a level budget, and is actively hiring again. While they are still facing some material backlog, the situation has greatly improved, and DOT is working diligently through this issue. Mr. Jackson also discussed planned maintenance versus reactive maintenance. He then answered questions from the Board regarding the resurfacing of Lisbon Street and Firetower, Wildcat, and Maxwell Roads, and the completion of the Hwy 24 project on Sunset Avenue.

Presentation of Audit for Fiscal Year Ending June 30, 2022 Chairman Kivett called upon Finance Officer David Clack and Wade Green who presented the audit for the fiscal year ending June 30, 2022. Mr. Green commended the Commissioners and staff for a clean audit. Mr. Clack commented that staff had done a great job monitoring departmental expenses, allowing the County to increase its fund balance. Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to accept and approve the audit subject to subsequent approval by the Local Government Commission.

Item 2: Action Items

Public Hearing – Naming of Private Roads 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 1361-364 be named Facility Road. Chairman Kivett opened the floor for comments and hearing none closed the public hearing. Upon a motion by Commissioner Godwin and seconded by Commissioner McLamb, the Board voted unanimously to name the road as recommended.

Tax Administration – Annual Statutory Activities Related to Tax Collection Chairman Kivett called upon Tax Administrator Jim Johnson who reported to the Board the amount of

unpaid taxes for last year which are liens on real property pursuant to GS 105-369. According to the general statutes, the Board must set a date to advertise these delinquent taxes at least once between March 1 and June 30 upon receipt of this information. Mr. Johnson recommended an advertisement date of April 12, 2023, with a deadline for payment being April 6, 2023. Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to authorize advertisement of unpaid taxes which are liens on real property as recommended by the Tax Administrator. Mr. Johnson went on to explain that in accordance with GS 105-322, the first meeting of the Board of Equalization and Review shall not be held earlier than the first Monday in April and not later than the first Monday in May. In a year that the County conducts a real property revaluation, the Board shall complete its duties on or before December 1. The meeting dates are required to be published at least three times, with the first publication to be at least ten days prior to the first meeting. Also, the notice shall state the date the Board expects to adjourn. Mr. Johnson proposed Thursday, April 20, 2023, as the date for the 2023 Board of Equalization and Review Hearings with appointment times from 1:00 PM to 6:00 PM. Upon a motion by Commissioner McLamb and seconded by Commissioner Godwin, the Board voted unanimously to set the dates for the Board of Equalization and Review as proposed.

Tax Administration – Potential Change in Reappraisal Cycle Mr. Johnson went on to inform the Board that in May 2022 the County received correspondence from the NC Department of Revenue advising that the County had fallen outside of the acceptance range of standards regarding the frequency of property reappraisals. The NCDOR has recommended that the County conduct its next reappraisal earlier than the currently scheduled reappraisal. In order to ensure that property values more closely reflect current market conditions and, in an effort to provide a more fair and equal tax base to its citizens, County staff recommends to advance the date of the next scheduled reappraisal of real property to January 1, 2024 and thereafter to follow a four-year reappraisal cycle. The County also solicited bids to conduct the next reappraisal. The County sent requests to 16 companies approved to conduct these services in North Carolina. The County received responses from 4 companies. The company with the lowest responsive bid that can complete the reappraisal quickest was Pearson’s Appraisal Service. Upon a motion by Commissioner Godwin and seconded by Commissioner Lethia Lee, the Board voted unanimously to adopt a resolution designating a new four-year reappraisal cycle and advancing the effective date of the next scheduled reappraisal of real property to January 1, 2024. (Copy filed in Inc. Minute Book _____, Page _____.) Upon a motion by Vice Chair Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to award the bid for a desk-top review appraisal to Pearson’s Appraisal Service in the amount of \$779,324.50, approve the associated budget amendment, and allow the County Manager to negotiate and sign the contract for reappraisal services.

Economic Development – Masterplan of the Joe Britt Warren Business and Industrial Park Chairman Kivett called upon Economic Development Director Stephen Barrington who explained that on November 8, 2022, the County issued a request for qualifications for architectural and engineering services for Sampson County’s Joe Britt Warren Business and Industrial Park Masterplan Project. County staff found Thomas and Hutton to be the most

qualified RFQ respondent. Mr. Barrington requested that the Board approve a resolution authorizing the County Manager to negotiate and execute a contract with Thomas and Hutton for architectural and engineering services to complete a Masterplan of the Joe Britt Warren Business and Industrial Park. He explained that funding for this project is grant-based and provided by NC's Southeast. Upon a motion by Chairman Kivett and seconded by Commissioner Godwin, the Board voted unanimously to adopt a resolution that authorizes the County Manger to negotiate and execute a contract with Thomas and Hutton for architectural and engineering services to complete a Masterplan of the Joe Britt Warren Business and Industrial Park. (Copy filed in Inc. Minute Book _____, Page _____.)

Item 3: Board Appointments

Sampson County Economic Development Advisory Board Upon a motion made by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to appoint Bill Scott to the Sampson County Economic Development Advisory Board.

Eastern Carolina Regional Housing Authority Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to appoint Patty Cherry to the Eastern Carolina Regional Housing Authority.

Mid-Carolina Rural Planning Organization Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to appoint Commissioner Allen McLamb to the Mid-Carolina Rural Planning Organization.

Item 4: Consent Agenda

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

- a. Approved the minutes of the January 9, 2023 Board meeting (Copy filed in Inc. Minute Book _____, Page _____.)
- b. Accepted grant funds awarded to Sampson County Emergency Services from Firehouse Subs to purchase an ATV and approved the associated budget amendment
- c. Adopted a resolution authorizing an Interlocal Agreement with the Town of Salemburg for Tax Collection and authorized the Board Chair to execute the Interlocal Agreement (Copy filed in Inc. Minute Book _____, Page _____.)
- d. Approved the late disabled veterans tax exclusion request for Jimmie Lee Sanders
- e. Authorized the execution of a Facility Use Agreement between Sampson County Parks and Recreation and Sampson County Schools
- f. Authorized the submission of the 2023 United Way Funding Application for the Department of Aging's Wheelchair Ramp Program
- g. Awarded the bid for Upgrade and Repurposing of Existing Lights at Western District Park to the lowest bidder, Tommy Lawrence Electrical Contractors, Inc. at the bid price

of \$398,225 and authorized the County Manager to execute all associated documents

- h. Adopted a resolution accepting an upset bid and authorizing the sale of surplus property (Copy filed in Inc. Minute Book _____, Page _____.)
- i. Adopted a resolution in support for compression increases for JCPC (Copy filed in Inc. Minute Book _____, Page _____.)
- j. Approved the budget amendments as submitted

<u>EXPENDITURE</u>		Finance		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243800	535300	Maintenance Repair Vehicles	\$5,000.	
11999000	509700	Contingency		\$5,000.

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>

<u>EXPENDITURE</u>		Finance		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100	532100	Telephone and Postage	\$1,630.	
11243100	538100	Data Processing Programing	\$2,500.	
11243100	521300	Uniforms	\$38,171.	
11243100	526201	Department Supplies Equipment	\$1,500.	
11243100	526200	Department Supplies	\$35,011.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310	403623	County Schools SROs	\$78,812.	

<u>EXPENDITURE</u>		Public Buildings		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11142600	535100	Maintenance Repairs Buildings	\$30,000.	
11999000	509700	Contingency		\$30,000.

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>

<u>EXPENDITURE</u>		Expo Center		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
62998610	544002	Contract Services - Security	\$6,000.	
62998610	544003	House Manager Exp.	\$6,000.	
62998610	544007	Bar Waitstaff Exp.	\$3,000.	
62998610	522101	Liquor	\$2,000.	
62998610	522102	Beer & Wine Exp.	\$3,000.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
62939861	405303	House Manager Rev.	\$6,000.	
62939861	405302	Security Officer Rev.	\$6,000.	
62939861	404010	Bar Sales	\$8,000.	

<u>EXPENDITURE</u>		Expo Center		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
62998610	526201	Dept. Supplies – Non Depr. Asset	\$2,500.	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
62939861	408901	Misc.	\$2,500.	
<u>EXPENDITURE</u>		Library		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761100	544200	Cultural Programs	\$545.	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11036110	408900	Misc Revenue	\$545.	
<u>EXPENDITURE</u>		Public Water		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
61971000	533400	Bulk Water Purchases	\$100,000.	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
61937100	405100	Water Sales	\$100,000.	
<u>EXPENDITURE</u>		Aging		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
2558670	524100	Building Materials	\$15,442.	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
2035867	403601	State Grant Mid Carolina	\$15,442.	

Clinton City Schools, State Fund, Budget Amendment 2

Clinton City Schools, Federal Fund, Budget Amendment 2

k. Approved the tax refunds and releases as submitted

#10103	Cassell Devane	\$101.57
#10082	Kenneth Cox	\$375.21
#10074	Isiah Herring Jr.	\$416.25
#10084	John Jordan	\$245.48
#10088	Celestine Wright	\$275.76
#10091	Pamela Holland Coombs	\$131.55
#10098	Edwards Pig Nursery	\$129.94
Tax Release	Eric Douglas Matthis	\$191.69
Tax Release	Patricia Murphy Horrell	\$205.81
Tax Release	Ella E. and Matthew P. Sorrell	\$349.98
Tax Release	Mary Rachel Pope McLamb	\$267.26
Tax Release	John Bradshaw	\$660.08

Consent Agenda (as Board of Health)

1. Approved Sampson County Heath Department Fees/CPT Update

Item 5: Board Information

The Board received the following items as information only:

- a. November 21, 2022 Minutes from SCHD Advisory Committee Meeting
- b. 2022 Communicable Disease Report

Item 6: County Manager's Report

Mr. Causey commended Lin Reynolds for his accomplishments during his time with Sampson County and wished him the best in his future endeavors. He then praised the Board for a positive audit and increasing general fund balance. Mr. Causey stated that he was most proud of the fact that the budget had no deficiencies and thanked Mr. Clack and his staff for providing guidance over the course of the year. Chairman Kivett echoed Mr. Causey's sentiments.

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:

Hardy Ballance, 740 Belvoir School Road, Clinton, North Carolina - "The reason I'm here tonight is to talk about beavers. We have a problem here in Sampson County with beavers. All of you know. All of you have heard. I would like to say that I appreciate everything y'all do for the County. You take a lot of time out of your own personal lives to take care of this County and I appreciate it. I was trying to get ahold of someone about some beaver trapping and I was directed to a person to contact for trapping. That person later got back with me and told me that he could not trap any more this year for the County because he was already out of funding. So I dug into it a little bit and I found out that the County, if I'm wrong correct me, but my understanding, the County only allowed about \$6,000 in this past year's budget for trapping of beavers. That money is directed to the BMAP program and I think it winds up in the federal wildlife federation to take care of it in whatever route they choose to take care of it. Anyway, year before, I believe we allocated around \$67,000 for beaver management. That's quite a cut. I really don't understand it and I'm not here to question it, I just think we can do better, especially with a problem like beavers. Beavers don't stop working. They work all day every day. They reproduce every year. From one year to the next you could almost double the beaver population if you aren't controlling it. And this year we're not doing a very good job controlling it, so I would ask you to please consider putting more funding back into this beaver management so that we can take care of this problem because this problem is only going to escalate. We're going to have problems with our roads, our bridges, our timber, our crops. All of that is going to be affected if we don't continually control this beaver problem. I believe I read somewhere that for every dollar spent in beaver control we're saving ourselves somewhere between four and five dollars on preventative measures. And I've always been told that an ounce of prevention is worth a pound of cure. And I trust that you will find a way to put more funding back into beaver control. Thank you."

Tee Sealey, J.W. Sealey and Associates, 6534 Sisk Culbreth Road, Godwin, North Carolina - "We're in the building business. We've been building in Sampson County for years. Somehow with this shared driveway situation out in a rural area, that you know, that's hard to believe like over where we're building out in Autryville now. And what we've done, we've got a recorded plat map where we turned it in to the County for approval for our lots and everything. It got approved. It was signed off by Austin, whoever signed off on it. But DOT, we had to submit it to DOT and now we've got to get a driveway permit from DOT. And when we sent it over to DOT they sent it back with all of these revised mark ups on it that we have to change for more money, another surveyor going out measuring the width of this pipe and everything else. And the only think I'm doing is, you know, we build in numerous counties, and everything has gotten bad about double driveways and the problems you create with these double driveways between neighbors. And that is an issue. We need to check and see how many times the Sheriff's Office has gone to homes where they have these shared driveways. And I just think it's a bad thing to be doing out in the country and you're on an acre of land and you've got to share a driveway with your neighbor. Well, let's say your neighbor is having a get-together, everybody's having a good time, and all of a sudden, my neighbor's blocking my driveway and I'm mad with him. It's just chaotic. But you know, like I said, I've got an approved plat map from the County and then all of a sudden I send it over to DOT for a driveway permit and I've got to go through and like I said spend more and more money to be able to finish these houses. That's all I'm looking for is just somebody to say hey, we can help you get DOT and the County to communicate with each other so we don't have these issues because this is new. The shared driveways are new. Go to Salemburg, they've got driveways straight to the road. Get out here in the middle of Belvoir and South River and you don't see ten cars pass all day and we're going to share a driveway. That's just not even sound for us as a builder to even continue to build in Sampson County. So, we're looking for economic growth in Sampson County, we're in the country, it's a rural area. You want rural growth? You can't get rural growth when you're making people share driveways. And I do have one set of houses out there that I've got to do shared driveways on. And they're the last ones. Thank you very much. Y'all have a good evening."

Larry Sutton, 4761 Bearskin Road, Clinton, North Carolina - "I'm here to invite you to a marker dedication on February 23 at 1:00 in downtown Clinton on Vance Street honoring John Merrick. Merrick was born here in 1859 a slave, and he moved away at age twelve and moved to Durham. And in Durham, John Merrick became a prominent black citizen of Durham. There he opened up several businesses including the North Carolina Mutual Life Insurance Company. And we are honoring his birth place with a marker, again, on February 23 in downtown Clinton at 1:00 pm. Please come out and enjoy that dedication ceremony. And we have the honor of Mrs. Lethia Lee that has agreed to have remarks that day as well. So there again, that's February 23, 1:00 pm in downtown Clinton. We're honoring John Merrick. Thank you."

Paul Fisher, 966 Marion Amos Road, Roseboro, North Carolina - "If you don't know where it's at, it's in the Snow Hill community next to the landfill. My concern is the landfill. We have smell, we have a lot of sound, construction area going on all throughout the night, and everybody knows about it, but there is nothing being done about it. So, I just wanted to bring to your attention that we out there need some help. Thank you."

Adjournment

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

R. Jerol Kivett, Chairperson

Stephanie P. Shannon, Clerk to the Board

EMS CLINICAL INTERNSHIP AGREEMENT

THIS EMS CLINICAL INTERNSHIP AGREEMENT (“Agreement”) is made and entered into effective the 1st day of March, 2023 by and between **SAMPSON COUNTY** (the “County”) and **SAMPSON COMMUNITY COLLEGE** (the “College”). The County and the College may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

6. Notice of Certain Events. The College shall give written notice to the County within ten (10) days of any change in the status of a license or credential of the College or one of its employees, agents, independent contractors, or students who is affiliated with the College’s EMS Program or otherwise involved in the Clinical Work contemplated by this Agreement.

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

8. Confidential Patient Records. The College and its employees, agents, independent contractors, and students shall maintain the confidentiality of the medical records and individually identifiable information and other health records maintained by Sampson County EMS, as required by law. Any employee, agent, independent contractor, or student of the College participating in the Clinical Work shall be required to execute a Business Associate Agreement in form acceptable to the County prior to participating.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the College: Sampson Community College
Attn: Director of Emergency & Medical Sciences
P.O. Box 318
Clinton, NC 28329

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

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

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

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

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

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

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

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


SAMPSON COUNTY

By: _____
R. Jerol Kivett, Chairman,
Board of Commissioners

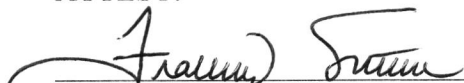
ATTEST:

Stephanie P. Shannon, Clerk,
Board of Commissioners

SAMPSON COMMUNITY COLLEGE

By: 
Ted Thomas, DDS, Chairman,
Board of Trustees

ATTEST:


~~[Insert Name], Clerk,~~ Frankie Sutter,
~~Board of Trustees~~ Director of Personnel

SAMPSON COUNTY
AGRI-EXPOSITION
C E N T E R
THE CENTER OF ACTIVITY
414 Warsaw Road • Clinton, NC 28328 • 910.592.6451

DATE: 22 February 2023

TO: Mr. Jerol Kivett, Chairman, Sampson County Board of Commissioners
Mr. Ed Causey, County Manager, County of Sampson
Mrs. Stephanie Shannon, Clerk to the Board of Commissioners, County of Sampson
Mr. David Clack, CFO, County of Sampson

FROM: Ray Jordan, Executive Director

SUBJECT: Proposed Facility Rental Fee Increases

As you are aware, the Sampson County Board of Commissioners requests that the Sampson County Exposition Center Staff continually review its Facility Rate Schedules. The rate schedule currently in use was adopted in June 2021 and became effective July 1, 2021. The current rates for the Exposition Center are applicable until such a time that new rate schedule(s) are approved and adopted by the Board of Commissioners.

A review of the current Facility Rate Schedule and the day-to-day operations has revealed that adjustments to the Facility Rate Schedule are necessary for several reasons. As you are highly aware, inflationary costs are driving up the ongoing costs of operations including cleaning supplies, labor costs (Event Manager, Security, Set-Up/Strike Staff), facility maintenance agreements and more. Secondly, since reopening from closures related to COVID 19, the Expo Center is now booking fully for the remainder of 2023, as well as into 2024. Staff has discovered that (cumulative) current rates are slightly below other venues in our area and region.

While striving to maximize revenues, and while not stifling or reducing advanced reservations it is recommended that the Board of Commissioners approve the attached Rate Schedule that would be effective 1 April 2023 through June 30, 2024.

Within the Proposed Rate Schedule for the period stated above there are slight increases in rental fees, Event Manager Fees, Security, and increases for Security Deposits, as well as with several service(s) and equipment rental fees. The non-profit rate also contains slight increases but continues to provide Sampson County Non-Profits with a discount. FYI, the non-profit rate only applies to Sampson County chartered 501-c3 organizations. As you are aware, these organizations are often supporting efforts that enhance our community or quality of life.

Currently, when a client leases the Exposition Center, they may continue their event for their guests until 12:30 am. In our research, we have discovered that most public venues have their clients' events end at 12:00 am, some 11:00 pm. Therefore, we are also recommending that all events booked on or after 1 April 2023, end at 12:00 am for guests of the event. Clients would still be allowed access until 2 am to be completely moved out of the building. We request, as in the past, that the Executive Director continue to be provided authorization to approve later closing times as may be needed for special events. Examples would include events such as NYE or Cycle NC, or other events that provide significant multiday impact within the community.

If you should have any questions, please feel free to contact me at your convenience.

E: Current and Proposed Rate Schedule

Thank you for considering the Sampson County Exposition Center for your upcoming event. Owned and operated by the County of Sampson, the facility serves as a venue for a wide variety of both public and private events. Known as "The Center of Activity," the facility offers multiple meeting spaces for banquets, seminars, graduations, trade shows, weddings and a host of other activities. The facility also serves as a venue for cultural events and activities that enhance the quality of life for its citizens as well as in attracting visitors to Sampson County.

Refundable Security Deposits

\$250 (Non-Food Functions) - \$500 (Events providing catering, dance, band, DJ, or alcohol)

Refundable Security Deposits are required to reserve a date with the Sampson County Exposition Center. Date(s) can not be confirmed without the receipt of applicable deposit. Security Deposits are refundable provided facility guidelines are met. Refundable security deposits are not a part of the rental fee and may not be applied towards the final costs associated with facility rental or service fees.

Sampson County Exposition Center Standard Fee Schedule (** See Reverse for Notes)		
Room	Sun -Thurs. (3) (7)	Fri.-Sat. (3) (7)
Entire Facility (1)	\$ 1,600.00 (1)	\$ 1,900.00 (1)
Prestage Hall	\$ 1,000.00	\$ 1,400.00
Prestage Hall A	\$ 650.00	\$ 700.00
Prestage Hall B	\$ 650.00	\$ 700.00
Heritage Hall (2)	\$ 650.00 (2)	\$ 700.00 (2)
Heritage Hall A (2)	\$ 450.00 (2)	\$ 500.00 (2)
Heritage Hall B (2)	\$ 450.00 (2)	\$ 500.00 (2)
Prestage Hall Stage Only (6)	\$ 300.00 Monday-Thursday Only* (6)	NA
Expo Room	\$ 125.00	\$ 150.00
Expo Room w AV Package	\$ 150.00	\$ 175.00
Board Room (5) (AV Package Available)	\$ 125.00 (5)	\$ 125.00 (5)
Small Kitchen (4)	\$ 125.00 (4)	\$ 125.00 (4)
Large Kitchen (4)	\$ 150.00 (4)	\$ 175.00 (4)

Event Manager Fee: \$20.00/Hour (Hours 1 thru 8) \$25.00/Hour (Hours > 8)
 Event Managers are required for all events beginning or ending after 5:00 p.m. Monday-Friday and for events held on Saturdays, Sundays and Holidays and are subject to a four-hour (4) minimum per scheduled event.

Holiday Rate: \$25.00/hour (Hours 1-8); 30.00/hour (Hours >8). This includes: New Year's Eve, New Year's Day, MLK Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Eve or Christmas Day.

Security Personnel Fee: 25.00/Hour per Officer

Security Personnel are required for all events that have a dance, band, DJ, or events that allow alcoholic beverages to be served. Security Personnel are subject to a four (4) hour minimum per scheduled event. The staff of the Exposition Center shall make all Security Personnel arrangements. The Exposition Center reserves the right to require Security Personnel for any event where it is deemed to be in the best interest of public safety. The number of Security Personnel required for all events will be at the discretion of the Executive Director of the Sampson County Exposition Center.

Holiday Rate: \$35.00/Hour per Officer: This includes the following: New Year's Eve, New Year's Day, MLK Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Eve or Christmas Day.

Production Equipment/Production Technicians/Bands/DJ's: Call for Pricing and Availability

Often clients need assistance in booking bands and DJ's, or their event requires specialized production technicians or production equipment including sound, lighting, staging, audio-visual or electrical. The Sampson County Exposition Center can assist clients in meeting these needs to insure a successful event. Contact Exposition Center Staff for additional details. (Six week minimum notice is suggested.)

Facility LED Marquee Advertising: (One week prior to event included in rental fee.)

Additional Advertising Fee: \$25.00/week or \$80.00 for 4 weeks

Marquee displays multiple messages that run concurrently daily 16 Hours per day. (Marquee advertising available only for events leasing space in the Exposition Center.)

Realizing the important role that Sampson County Non-Profit organizations perform in the community the Sampson County Exposition Center offers a Non-Profit Facility Rental Rate Schedule. This rate schedule is applicable to 501-C(3) Non-Profit organizations that are located within Sampson County. To receive these rates a copy of the organization's 501-C(3) tax status must be submitted at the time the contract is issued.

Sampson County Exposition Center Non-Profit (501c3) Fee Schedule
(** See Reverse for Notes)

Room	Sun -Thurs.	Fri.-Sat.
Entire Facility (1)	\$ 1,200.00 (1)	\$ 1,500.00 (1)
Prestage Hall	\$ 900.00	\$ 1,100.00
Prestage Hall A	\$ 625.00	\$ 650.00
Prestage Hall B	\$ 625.00	\$ 650.00
Heritage Hall (2)	\$ 550.00 (2)	\$ 650.00 (2)
Heritage Hall A (2)	\$ 400.00 (2)	\$ 450.00 (2)
Heritage Hall B (2)	\$ 400.00 (2)	\$ 450.00 (2)
Prestage Hall Stage Only (6)	\$ 300.00 Monday-Thursday Only* (6)	NA
Expo Room	\$ 95.00	\$ 125.00
Expo Room w AV Package	\$ 145.00	\$ 175.00
Board Room (5) (AV Package Available)	\$ 125.00 (5)	\$ 125.00 (5)
Small Kitchen (4)	\$ 125.00 (4)	\$ 125.00 (4)
Large Kitchen (4)	\$ 150.00 (4)	\$ 175.00 (4)

Services & Equipment Rental Fees (Plus applicable NC Sales Tax)

Basic Sound Package included in Rental Fee of Prestage & Heritage Hall: Two Corded Microphones & CD Player

Additional Corded Microphone(s)	\$20.00 Each/Day
Handheld Cordless Microphones	\$25.00 Each/Day
Straight Microphone Stands	\$15.00 Each/Day
200 Amp Stage Distro/Electrical Service	\$50.00 Each/Day (Required PH events with Band or DJ)
Heritage Hall LED Video Projector Package	\$110.00/Day (Computer/VCR/DVD presentations)
Prestage Hall Video Projector Package	\$200.00/Day (Computer/VCR/DVD presentations)
Bennett-Allen Board Room AV Package	\$50.00/Day (Computer/VCR/DVD presentations)
100 Amp Electrical Floor Services (PH Only)	\$50.00/Day/Cart
Dry Board Easel with Markers	\$25.00/Day
Easel(s)	\$15.00 Each/Day
Flipchart and Pad	\$25.00/Day (Includes Writing Pad)
Gaffers Tape (3" x 55 yard roll)	\$29.75/Roll
Portable Dance Floor	\$250.00/Day
Choral Risers (4 Sections)	\$150.00/Day or \$50.00/Section
Piano (Studio Piano/Console)	\$50.00/Day (Plus Tuning-Call for Pricing)
Grand Piano (Yamaha C7)	\$150.00/Day (Plus Tuning-Call for Pricing)
Fork Lift Services (Operator Included)	\$50.00/Hour (Two-week advance notice required)
Table Linen Services	Call for Pricing and Availability
In-House Catering Services	Call for Pricing and Availability
Elevated Seating Platforms	Call for Pricing and Availability

All Rates for daily rentals. Events must conclude for guests by 12:30* am.
*(Failure to comply will result in automatic loss of security deposit.)

(**) Full payment for facility rental and other associated fees are due 14 business days prior to the event date.

- (1) Includes: Prestage Hall, Heritage Hall, Expo Room, Large Kitchen and Small Kitchen.
- (2) Dance/Band Functions in Heritage Hall require a Portable Dance Floor. (See Additional Services Rate Schedule for pricing.)
- (3) Sales Events Include: Tool Sales, Retail Sales, Wholesale Sales, Jewelry Sales, etc. (Businesses outside Sampson County add 50% to applicable Standard Room Rental Fees.)
- (4) Kitchens may not be available without room rental of event space.
- (5) No rental fee applicable for Clinton-Sampson Chamber of Commerce members, however, CSCOC members are subject to all standard usage polices and procedures.
- (6) Mon-Thurs ONLY. Chairs & Tables for events held on stage only, not within PH. (May be reserved more than 30 days in advance.)
- (7) Clinton City Schools, Sampson County Schools, Tar Heel Challenge and Continuing Education Programs offered by the Sampson County Cooperative Extension Service receive a discount of 25% off of the Standard Rate Schedule. Discount applies only to room rental fees; all other services provided shall be at the prevailing rates as listed.

Sampson County Exposition Center - 910.592.6451
 414 Warsaw Road, Clinton, NC 28328
www.sampsonexpoctr.com - 910.592.8486 FAX

2022-2023 FACILITY RATE SCHEDULE
 (Events booked 1 April 2023 through June 30, 2024)
PROPOSED TO BECOME EFFECTIVE: 1 April 2023

Thank you for considering the Sampson County Exposition Center for your upcoming event. Owned and operated by the County of Sampson, the facility serves as a venue for a wide variety of both public and private events. Known as "The Center of Activity," the facility offers multiple meeting spaces for banquets, seminars, graduations, trade shows, weddings and a host of other activities. The facility also serves as a venue for cultural events and activities that enhance the quality of life for its citizens as well as in attracting visitors to Sampson County.

Refundable Security Deposits

\$250 (Non-Food Functions) - \$500 (Banquets-Family Reunions)

\$750 (Weddings - Quinceañeras or other events with catering, dance, band, DJ, or Bar Services)

Refundable Security Deposits are required to reserve a date with the Sampson County Exposition Center. Date(s) can not be confirmed without the receipt of applicable deposit. Security Deposits are refundable provided facility guidelines are met. Refundable security deposits are not a part of the rental fee and are not applied towards the final costs associated with facility rental or service fees.

Sampson County Exposition Center Standard Fee Schedule
 (** See Reverse for Notes)

Room	Sun -Thurs. (3) (7)	Fri.-Sat. (3) (7)
Entire Facility (1)	\$ 1,600.00 (1)	\$ 2,100.00 (1)
Prestage Hall	\$ 1,100.00	\$ 1,600.00
Prestage Hall A	\$ 800.00	\$ 900.00
Prestage Hall B	\$ 800.00	\$ 900.00
Heritage Hall (2)	\$ 750.00 (2)	\$ 850.00 (2)
Heritage Hall A (2)	\$ 450.00 (2)	\$ 500.00 (2)
Heritage Hall B (2)	\$ 450.00 (2)	\$ 500.00 (2)
Prestage Hall Stage Only (6)	\$ 300.00 Monday-Thursday Only* (6)	NA
Expo Room	\$ 125.00	\$ 150.00
Expo Room w AV Package	\$ 150.00	\$ 175.00
Board Room (5) (AV Package Available)	\$ 125.00 (5)	\$ 150.00 (5)
Small Kitchen with Caterer/Self Catering (4)	\$ 125.00/250.00 (4)	\$ 125.00/250.00(4)
Large Kitchen with Caterer/Self-Catering (4)	\$ 150.00/\$250.00 (4)	\$ 175.00/\$350.00 (4)

Event Manager Fee: \$22.00/Hour (Hours 1 thru 8) \$25.00/Hour (Hours > 8)

Event Managers are required for all events beginning or ending after 5:00 p.m. Monday-Friday and for events held on Saturdays, Sundays and Holidays and are subject to a four-hour (4) minimum per scheduled event.

Holiday Rate: \$25.00/hour (Hours 1-8); 30.00/hour (Hours >8). This includes: New Year's Eve, New Year's Day, MLK Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Eve or Christmas Day.

Security Personnel Fee: 30.00/Hour per Officer

Security Personnel are required for all events that have a dance, band, DJ, or events that allow alcoholic beverages to be served. Security Personnel are subject to a four (4) hour minimum per scheduled event. The staff of the Exposition Center shall make all Security Personnel arrangements. The Exposition Center reserves the right to require Security Personnel for any event where it is deemed to be in the best interest of public safety. The number of Security Personnel required for all events will be at the discretion of the Executive Director of the Sampson County Exposition Center.

Holiday Rate: \$35.00/Hour per Officer: This includes the following: New Year's Eve, New Year's Day, MLK Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Eve or Christmas Day.

Production Equipment/Production Technicians/Bands/DJ's: Call for Pricing and Availability

Often clients need assistance in booking bands and DJ's, or their event requires specialized production technicians or production equipment including sound, lighting, staging, audio-visual or electrical. The Sampson County Exposition Center can assist clients in meeting these needs to insure a successful event. Contact Exposition Center Staff for additional details. (Six week minimum notice is suggested.)

Facility LED Marquee Advertising: (One week prior to event included in rental fee.)

Additional Advertising Fee: \$25.00/week or \$80.00 for 4 weeks

Marquee displays multiple messages that run concurrently daily 16 Hours per day. (Marquee advertising available only for events leasing space in the Exposition Center.)

Realizing the important role that Sampson County Non-Profit organizations perform in the community the Sampson County Exposition Center offers a Non-Profit Facility Rental Rate Schedule. This rate schedule is applicable to 501-C(3) Non-Profit organizations that are located within Sampson County. To receive these rates a copy of the organization's 501-C(3) tax status must be submitted at the time the contract is issued.

Sampson County Exposition Center Non-Profit (501c3) Fee Schedule
 (** See Reverse for Notes)

Room	Sun -Thurs.	Fri.-Sat.
Entire Facility (1)	\$ 1,200.00 (1)	\$ 1,900.00 (1)
Prestage Hall	\$ 900.00	\$ 1,400.00
Prestage Hall A	\$ 625.00	\$ 700.00
Prestage Hall B	\$ 625.00	\$ 700.00
Heritage Hall (2)	\$ 550.00 (2)	\$ 700.00 (2)
Heritage Hall A (2)	\$ 400.00 (2)	\$ 500.00 (2)
Heritage Hall B (2)	\$ 400.00 (2)	\$ 500.00 (2)
Prestage Hall Stage Only (6)	\$ 300.00 Monday-Thursday Only* (6)	NA
Expo Room	\$ 95.00	\$ 150.00
Expo Room w AV Package	\$ 145.00	\$ 175.00
Board Room (5) (AV Package Available)	\$ 125.00 (5)	\$ 125.00 (5)
Small Kitchen with Caterer/Self Catering (4)	\$ 125.00/250.00 (4)	\$ 125.00/250.00(4)
Large Kitchen with Caterer/Self-Catering (4)	\$ 150.00/\$250.00 (4)	\$ 175.00/\$350.00 (4)

Services & Equipment Rental Fees (Plus applicable NC Sales Tax)

Basic Sound Package included in Rental Fee of Prestage & Heritage Hall: Two Corded Microphones & CD Player

Additional Corded Microphone(s)	\$20.00 Each/Day
Handheld Cordless Microphones	\$25.00 Each/Day
Straight Microphone Stands	\$15.00 Each/Day
200 Amp Stage Distro/Electrical Service	\$50.00 Each/Day (Required PH events with Band or DJ)
Heritage Hall LED Video Projector Package	\$150.00/Day (Computer/VCR/DVD presentations)
Prestage Hall Video Projector Package	\$200.00/Day (Computer/VCR/DVD presentations)
Bennett-Allen Board Room AV Package	\$50.00/Day (Computer/VCR/DVD presentations)
100 Amp Electrical Floor Services (PH Only)	\$75.00/Day/Cart
Dry Board Easel with Markers	\$25.00/Day
Easel(s)	\$15.00 Each/Day
Flipchart and Pad	\$25.00/Day (Includes Writing Pad)
Portable Dance Floor (15' x15')	\$275.00/Day
Portable Dance Floor (18' x 18")	\$375.00/Day
Choral Risers (4 Sections)	\$150.00/Day or \$50.00/Section
Piano (Studio Piano/Console)	\$50.00/Day (Plus Tuning-Call for Pricing)
Grand Piano (Yamaha C7)	\$150.00/Day (Plus Tuning-Call for Pricing)
Fork Lift Services (Operator Included)	\$50.00/Hour (Two-week advance notice required)
Table Linen Services	Call for Pricing and Availability
In-House Catering Services	Call for Pricing and Availability
Elevated Seating Platforms	Call for Pricing and Availability

All Rates for daily rentals. Events must conclude for guests by 12:00* am.
 *(Failure to comply will result in automatic loss of security deposit.)

(**) Full payment for facility rental and other associated fees are due 14 business days prior to the event date.

- (1) Includes: Prestage Hall, Heritage Hall, Expo Room, Large Kitchen and Small Kitchen.
- (2) Dance/Band Functions in Heritage Hall require a Portable Dance Floor. (See Additional Services Rate Schedule for pricing.)
- (3) Sales Events Include: Tool Sales, Retail Sales, Wholesale Sales, Jewelry Sales, etc. (Businesses outside Sampson County add 50% to applicable Standard Room Rental Fees.)
- (4) Kitchens may not be available without room rental of event space.
- (5) No rental fee applicable for Clinton-Sampson Chamber of Commerce members, however, CSCOC members are subject to all standard usage policies and procedures.
- (6) Mon-Thurs ONLY. Chairs & Tables for events held on stage only, not within PH. (May not be reserved more than 30 days in advance.)
- (7) Clinton City Schools, Sampson County Schools, Tar Heel Challenge and Continuing Education Programs offered by the Sampson County Cooperative Extension Service receive a discount of 25% off of the Standard Rate Schedule. Discount applies only to room rental fees; all other services provided shall be at the prevailing rates as listed.



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: February 23, 2023

SUBJECT: Surplus Vehicle Transfer

Autryville Volunteer Fire Department has requested that we transfer to them a surplus vehicle. The memo requesting the vehicle is attached.

We respectfully recommend that the 2003 Chevrolet 2500HD (1GBHC23E274945) be declared surplus and transferred to Autryville Fire Department.



305 N. HOTEL ST.
AUTRYVILLE, NC 28318
910-525-5863 BUS.
910-525-5300 FAX.
910-990-4347 CELL

cholland@autryvillefire.org
chollandclint3@gmail.com

To whom it may concern,

The Autryville Fire Department is requesting one of the counties surplus vehicles. We are requesting a truck that will help the Sampson County Water Rescue Team that is housed at Autryville Fire Department. The truck would provide the space to have all the water rescue equipment on the truck and the necessary power to pull the boat trailer. The truck we are requesting is Vin# 1GBHC23E274945 2003 Chevrolet 2500HD.

Clint Holland
Fire Chief

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

December 29, 2022

FROM: Dana Hall, Director

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558710-526200	ADULT DAY CENTER DEPARTMENTAL SUPPLI	\$ 285.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035871-408401	ADULT DAY CENTER DONATIONS	\$ 285.00	

2. Reason(s) for the above request is/are as follows:
To budget donation made to Adult Day Center

Dana Hall

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

2/23, 2023

Dana Hall
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

Ken W. G.
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

1/17/2023

FROM: RICHARD SAUER, DIRECTOR

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243300 554000	CAPITAL OUTLAY-VEHICLES	35,330.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034330-408402	DONATIONS	35,330.00	

2. Reason(s) for the above request is/are as follows:
TO BUDGET FUNDS FROM FIREHOUSE SUBS DONATION TO PURCHASE UTV.

Richard Sauer

(Signature of Department Head) 1/17/2023

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. *D*

2/23, 2023

Pat O'Connell
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. *D*

_____, 20____

Earl W. G.
(County Manager & Budget Officer)

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

COUNTY OF SAMPSON

BUDGET AMENDMENT

19 January 2023

MEMO

TO: Sampson County Board of Commissioners

FROM: Ray Jordan, Executive Director, Exposition Center

VIA: County Manager and Finance Officer

SUBJECT: Budget Amendment for Fiscal Year: 2022-2023

It is requested that the budget for the Sampson County Exposition Center be amended as follows:

EXPENDITURE

<u>Code Number (ORG-OBJ)</u>	<u>Description</u>	<u>INCREASE</u>	<u>DECREASE</u>
62998610-544008	Contracted Services Other	\$6,000.00	

REVENUE

<u>Code Number (ORG-OBJ)</u>	<u>Description</u>	<u>INCREASE</u>	<u>DECREASE</u>
62939861-408903	Services Other-Revenue	\$6,000.00	

1. Reason(s) for the above request is/are as follows: To increase projected revenues for services other to continue serving full service clients.

Ray Jordan

Signature of Department Head

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. Date: 2/23/2023

Debra H. [Signature]

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. Date: _____

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

Evan W. C. [Signature]

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: Anna Ellis

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243800-523900	MEDICAL SUPPLIES	1,500.00	
11243800-526200	DEPARTMENTAL SUPPLIES	1,895.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034380-408401	Donations	3,395.00	

2. Reason(s) for the above request is/are as follows:
To budget donations received to medical supplies and departmental supplies

Anna Ellis

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

2/23, 2023

Dan H. Hill

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

, 20__

Earl W. G.

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

2/21/2023

MEMO:

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551250-519900	OTHER PROFESSIONAL SERVICES	2,035.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535125-404000	State Assistance	2,035.00	

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

ALLOCATION OF ADDITIONAL FUNDING TO SUPPORT UKRAINIAN REFUGEES AND HUMANITARIAN PAROLEES.

Wanda Tolson
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

2/23, 2023

Dan H. H.
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

Sam W. G.
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

2/21/2023

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551670-544000	CONTRACT SERVICES	23,406.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535167-404000	State Assistance	23,406.00	

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

TO ALLOCATE ADDITIONAL STATE WIC FUNDING

Wanda Fabian
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

2/23, 2023

Dalva
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

Earl W. C.
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

2/21/2023

MEMO:

FROM: MELANIE HARRIS

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

1. It is requested that the budget for the SAMPSON SOIL & WATER Department be amended as follows:

EXPENDITURE

<u>CODE NUMBER</u>	<u>DESCRIPTION (OBJECT OF EXPENDITURE)</u>	<u>INCREASE</u>	<u>DECREASE</u>
28349610 526200	Departmental Supplies <i>+ Eqpt.</i>	1,500.00	

REVENUE

<u>CODE NUMBER</u>	<u>SOURCE OF REVENUE</u>	<u>INCREASE</u>	<u>DECREASE</u>
28334961 403609	State-District Matching Funds	1,500.00	

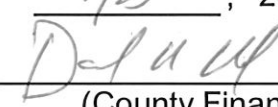
1. Reason (s) for the above request is/are as follows:

Soil & Water Conservation had the opportunity to help provide outreach for the FloodWise activities being conducted by the NC Foundation of Soil and Water Conservation. These funds will be used to purchase a computer for the office.


(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. *D*

2/23, 2023

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. *D*

_____, 20____

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

2/8/2023

FROM: RICHARD SAUER, DIRECTOR

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243700 526201	DEPT SUPPLIES EQUIPMENT	4,443.08 <i>4,444.00</i>	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034330-408402	DONATIONS	4,443.08 <i>4,444.00</i>	

2. Reason(s) for the above request is/are as follows:
TO BUDGET FUNDS FROM HELPING HANDS TO PURCHASE EMS AEDS.

Richard Sauer
(Signature of Department Head) *2/8/2023*

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

2/23, 2023

Daluch
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

Earl W. G
(County Manager & Budget Officer)

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10123

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

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

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Jimmie Sanders in WB Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2023</u>	\$ <u>416.25</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>416.25</u>

These taxes were assessed through clerical error as follows.

213783
DV approved by B.O.C
2583 Rosin Hill Rd
TAX PARCEL 19005442901

601	County Tax	<u>371.25</u>
	School Tax	_____
F11	Fire Tax	<u>45.00</u>
	City Tax	_____
	TOTAL \$	<u>416.25</u>

Mailing Address.

Jimmie Sanders
2853 Rosin Hill Rd
Newton Grove, NC 28366

Yours very truly

X Jimmie Sanders
Taxpayer

X Social Security # _____
RECOMMEND APPROVAL:
[Signature]
Sampson County Tax Administrator

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10097

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

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

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Frederick Lynn Jewell in Herring Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>409.50</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>409.50</u>

These taxes were assessed through clerical error as follows.

DV approval by B.O.C
207259

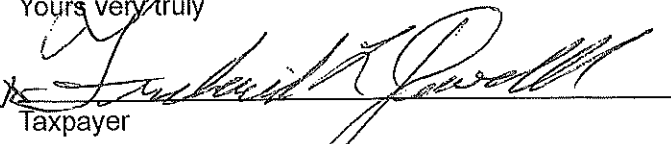
300 Scenic View LN
TAX Parcel 05073204005

601	County Tax	<u>371.25</u>
	School Tax	_____
F15	Fire Tax	<u>38.25</u>
	City Tax	_____
	TOTAL \$	<u>409.50</u>

Mailing Address.

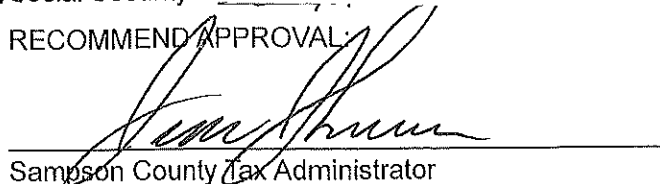
Frederick Lynn Jewell
300 Scenic View LN
Newton Grove, NC 28366

Yours very truly


Taxpayer

Social Security # _____

RECOMMEND APPROVAL:


Sampson County Tax Administrator

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10124

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

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

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Arthur Wayne Cannady in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>325.68</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>325.68</u>

These taxes were assessed through clerical error as follows.

Bill # 0050053476
Plate # HLK 1399
Plate Turned In - Vehicle Sold
2017 merz mp

601 County Tax 290.47
School Tax _____
F19 Fire Tax 35.21
City Tax _____
TOTAL \$ 325.68

Yours very truly

Arthur Wayne Cannady
Taxpayer

Mailing Address.

Wayne Cannady
1003 Bass Lake Rd.
Roseboro N.C. 28382

Social Security # _____

RECOMMEND APPROVAL _____

Jim Johnson
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10120

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

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

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by David Mark Calcutt
_____ in _____ Township, Sampson County, for
the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>205.51</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 205.51

These taxes were assessed through clerical error as follows.

Bill # 0044150344
Plate turned In - Vehicle Sold
Plate # EHD 6368
2017 GMC TK

601 County Tax 183.29
School Tax _____
F07 Fire Tax 22.22
City Tax _____
TOTAL \$ 205.51

Mailing Address.

Mark Calcutt
156 Walnut Green Lane
Dawn N.C. 28334

Yours very truly

Mark Calcutt
Taxpayer

Board Approved _____
Date _____ Initials _____

Social Security # _____
RECOMMEND APPROVAL
Jim Johnson
Sampson County Tax Administrator

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10118

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

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

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Michael Gilmore
_____ in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>187.21</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>187.21</u>

These taxes were assessed through clerical error as follows.

Bill # 00686 20304
Plate # KJ 4620
Plate Turned In - Vehicle Sold
2016 Niss. TK

501 County Tax 168.79
School Tax _____
F06 Fire Tax 18.42
City Tax _____
TOTAL \$ 187.21

Yours very truly

Taxpayer

Mailing Address.

325 Stonehenge Dr
Dunn, NC 28334

Social Security # _____

RECOMMEND APPROVAL

Sampson County Tax Administrator

Board Approved _____

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10117

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

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

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Tony Woo in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>225.68</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>225.68</u>

These taxes were assessed through clerical error as follows.

Bill # 0064411470
Plate # TJM5071
Plate turned In - Vehicle Sold
2019 Ford CP

601 County Tax	<u>135.90</u>
501 School Tax	<u>23.89</u>
Fire Tax	_____
602 City Tax	<u>65.89</u>
602 TOTAL \$	<u>225.68</u>

Mailing Address.

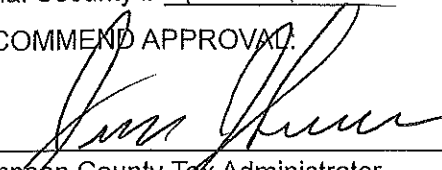
303 STEWART AVE.
CLINTON, NC 28328

Yours very truly

Tony Woo
Taxpayer

Social Security # _____

RECOMMEND APPROVAL


Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10112

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

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

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by James Payer
_____ in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>790.42</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>790.42</u>

These taxes were assessed through clerical error as follows.

Bill # 0065693183
Plate # FFS4217
Plate Turn In - Sold/Traded
2022 TIFN HC

602 County Tax 708.80
School Tax _____
F21 Fire Tax 81.62
City Tax _____
TOTAL \$ 790.42

Mailing Address.

Po Box 514
Autryville NC 28318

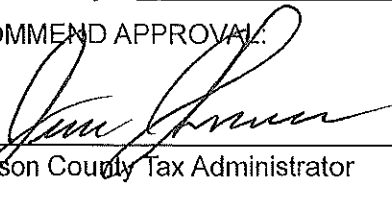
Yours very truly



Taxpayer

Social Security # _____

RECOMMEND APPROVAL



Sampson County Tax Administrator

Board Approved _____

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10114

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

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

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Natalie Oliver
_____ in _____ Township, Sampson County, for
the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>493.46</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>493.46</u>

These taxes were assessed through clerical error as follows.

Bill # 0067398645
Plate # EFP9550
Plate Turn In - Traded
2021 Chev MP

602 County Tax 380.47
601 School Tax 66.87
F19 Fire Tax 46.12
City Tax _____
TOTAL \$ 493.46

Mailing Address.

240 Cedar Lake Lane
Clinton NC 28328

Yours very truly

Natalie Oliver
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10106

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

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

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Mary Ballance in Westbrook Township, Sampson County, for the year(s) and in the amount(s) of: Parcel 19003956005

YEAR	
<u>2020</u>	\$ <u>51.23</u>
<u>2021</u>	\$ <u>51.23</u>
<u>2022</u>	\$ <u>51.23</u>
<u>2019</u>	\$ <u>51.23</u>
	\$ _____

TOTAL REFUND \$ 204.92

These taxes were assessed through clerical error as follows.

*hand recalculated per
MB 40/66
Average Adjustment
10.0 Acres to 9.0 Acres

601 - County Tax	<u>182.76</u>
School Tax	_____
F07 - Fire Tax	<u>22.16</u>
City Tax	_____
TOTAL \$	<u>204.92</u>

Mailing Address.

Mary Ballance
683 Maxton Bass Rd
Newton Grove, NC 28361

Yours very truly

* Mary Humphrey Ballance
Taxpayer

* Social Security _____

RECOMMEND APPROVAL

[Signature]
Sampson County Tax Administrator

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Jonathan Peterson in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

Year	<u>2022</u>	\$ <u>241.85</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
Total Release/Adjustment		\$ <u>241.85</u>

601 County Tax	\$ <u>219.26</u>
School Tax	\$ _____
F15 Fire Tax	\$ <u>22.59</u>
City Tax	\$ _____
Total	\$ <u>241.85</u>

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

LES of file
State of Residence - F1

Taxpayer: Jonathan Peterson

Tax Administrator: [Signature]

Board Approved: _____

Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Roxana Galarza in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

Year	<u>2022</u>	\$ <u>319.68</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ _____

<u>02</u> County Tax	\$ <u>285.12</u>
School Tax	\$ _____
<u>F2</u> Fire Tax	\$ <u>34.56</u>
City Tax	\$ _____
Total	\$ <u>319.68</u>

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

216217

CRAP Bill - Vehicle was registered in FL.
Taxpayer: _____

ROXANA GALARZA

Tax Administrator: _____

[Signature]

Board Approved: _____

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Brandon Keith Reams in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

Year	
<u>2020</u>	\$ <u>174.51</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Release/Adjustment	\$ <u>174.51</u>

<u>601</u> County Tax	\$ <u>141.19 / 14.15</u> ^{L.L.}
School Tax	\$ _____
<u>F16</u> Fire Tax	\$ <u>17.15 / 1.72</u> ^{L.L.}
City Tax	\$ _____
Total	\$ <u>174.51</u>

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

Mobile Home has been billed in Johnston Co. since 2014.

Taxpayer: Brandon Keith Reams

Tax Administrator: Janice Johnson

Board Approved: _____
Date Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by John Lee in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

Year	<u>2022</u>	\$ <u>218.03</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
Total Release/Adjustment		\$ <u>218.03</u>

602 County Tax	\$ <u>196.58</u>
School Tax	\$ _____
F06 Fire Tax	\$ <u>21.45</u>
City Tax	\$ _____
Total	\$ <u>218.03</u>

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

Truck was sold in 2018 - new owner
See Bill of Sale

Taxpayer:

John Lee

Tax Administrator:

June Johnson

Board Approved:

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Shelby Jean Guy in NC Township, Sampson County, for the year(s) and in the amount(s) of:

Year	<u>2020</u>	\$	<u>205.86</u>
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	<u>205.86</u>

48662

SOLD SWMH 2019
Release 2020 bill

G02 County Tax	\$	<u>123.97</u>
S0 School Tax	\$	<u>21.76</u>
Fire Tax	\$	
C02 City Tax	\$	<u>60.10</u>
Total	\$	<u>205.83</u>

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

Taxpayer:

Shelby Jean Guy

Tax Administrator:

Jan J. [Signature]

Board Approved:

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Bryan Kimbro in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

Year	<u>2022</u>	\$ <u>823.72</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____

Total Release/Adjustment	\$ _____	Late List
601 County Tax	\$ <u>577.37 / 57.74</u>	
501 School Tax	\$ <u>101.48 / 10.15^{LL}</u>	
F19 Fire Tax	\$ <u>69.98 / 7.00^{LL}</u>	
City Tax	\$ _____	
Total	\$ <u>823.72</u>	

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

Boat was sold in 2/2021
Acct. # 57951

Taxpayer:

Bryan Kimbro

Tax Administrator:

Jim Johnson

Board Approved:

Date

Initials

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: March 6, 2023	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/ Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Consideration of Tax Appeal

DEPARTMENT: Board of Commissioners

PUBLIC HEARING: No

CONTACT PERSON(S): Edwin W. Causey, County Manager
Jim Johnson, Tax Administrator

PURPOSE: To consider taxpayer appeals of penalties assessed for failure to timely list business personal property

ATTACHMENTS: Appeal request and tax billing

BACKGROUND:

Assessments and billings have been issued as a result of business personal property compliance reviews. The following individuals have requested an adjustment of the penalties applied to their accounts, pursuant to North Carolina General Statutes, for failure to timely list their business personal property. We have received the following request for adjustment:

Workout Anytime: (Total Penalty \$6079.42)

RECOMMENDED ACTION OR MOTION:

Consider reduction of penalty (typically one-half)

Sampson County
Office of Tax Assessor
PO Box 1082
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-1227

Date: 1/31/2023

WORKOUT ANYTIME
313 NORTH BLVD
CLINTON, NC 28328

Account # 197476

Sampson County Board of Commissioners,

A compliance review was recently completed on my business personal property account with the Sampson County Tax Office. I respectfully request an adjustment of the penalties applied to my account for failure to timely list my assets. I fully understand that I must appear before the Sampson County Board of Commissioners at a date to be determined to be considered for a relief or adjustment of any penalties.

Todd D Deane
Signature

Release Entry - Charge Code Detail

File Edit Tools Help



Charge	Description	Type	Old Amount	Difference	New Amount
C02	CLINTON	PRIN	1,060.82	.00	1,060.82
C02	CLINTON	PRIN	893.30	.00	893.30
C02	CLINTON	PRIN	1,060.79	.00	1,060.79
C02	CLINTON	PRIN	1,119.52	.00	1,119.52
C02	CLINTON	PRIN	1,448.46	.00	1,448.46
G01	CNTY TAX	PRIN	2,187.93	.00	2,187.93
G01	CNTY TAX	PRIN	1,842.42	.00	1,842.42
G01	CNTY TAX	PRIN	2,187.88	.00	2,187.88
G01	CNTY TAX	PRIN	2,309.00	.00	2,309.00
G01	CNTY TAX	PRIN	2,987.45	.00	2,987.45
S01	CLINTONSD	PRIN	384.55	.00	384.55
S01	CLINTONSD	PRIN	323.82	.00	323.82
S01	CLINTONSD	PRIN	384.54	.00	384.54
S01	CLINTONSD	PRIN	405.82	.00	405.82
S01	CLINTONSD	PRIN	525.07	.00	525.07
C02L	CLINTON CI	LL	106.08	-53.04	53.04
C02L	CLINTON CI	LL	178.66	-89.33	89.33
C02L	CLINTON CI	LL	318.24	-159.12	159.12
C02L	CLINTON CI	LL	447.81	-223.90	223.91
C02L	CLINTON CI	LL	724.23	-362.12	362.11
G01L	COUNTY LAT	LL	218.79	-109.39	109.40
G01L	COUNTY LAT	LL	368.48	-184.24	184.24
G01L	COUNTY LAT	LL	656.36	-328.18	328.18
G01L	COUNTY LAT	LL	923.60	-461.80	461.80
G01L	COUNTY LAT	LL	1,493.73	-746.86	746.87
S01L	CLINTON SC	LL	38.46	-19.23	19.23
S01L	CLINTON SC	LL	64.76	-32.38	32.38
S01L	CLINTON SC	LL	115.36	-57.68	57.68
S01L	CLINTON SC	LL	162.33	-81.17	81.16
S01L	CLINTON SC	LL	262.54	-131.27	131.27

C02L - 887.51
 G01L - 1830.49
 S01L - 321.73



request for 1/2 penalty reduction

total \$ 3039.71

2022 Audit