



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA**

**May 1, 2023**

**6:00 pm Convene Regular Meeting (County Auditorium)**

Invocation and Pledge of Allegiance  
Approve Agenda as Published

**Item 1 Reports and Presentations**

a. NCDOT Update 1

**Item 2 Action Items**

a. Water Shortage Response Plan Revisions 2-17

b. Establish Date to Deliver Budget Message 18

c. Temporary Targeted Raises for Sampson County Sheriff's Office 19-20

**Item 3 Board Appointments**

a. Economic Development Advisory Board 21-22

**Item 4 Consent Agenda** 23

a. Approve the minutes from the April 3, 2023 meeting 24-37

b. Adopt a resolution approving a lease between the Estate of Emma Smith King and Sampson County and authorizing the County Manager to execute any and all related documents 38-46

c. Approve an application for lottery funds to reimburse the County for the debt payments on school buildings 47-49

d. Adopt a resolution approving the lease of County property to State Employees Credit Union and authorizing the County Manager to execute any and all related documents 50-57

e. Adopt a joint resolution by the Sampson County Board of Commissioners and the Sampson County Water & Sewer District II Board of Directors authorizing Chairman R. Jerol Kivett to execute a Bulk Water Purchase Agreement and Temporary Assignment Agreement between the Town of 58-67

Newton Grove and Sampson County and Sampson County Water and Sewer District II

- f. Adopt a resolution acknowledging that Juneteenth has been established as a federal holiday and supporting its continued county-wide celebration 68
- g. Approve a Capital Outlay budget amendment for Sampson County Schools 69
- h. Approve budget amendments as submitted 70-75
- i. Approve tax refunds and releases as submitted 76-82

**Item 5 County Manager's Report**

**Item 6 Public Comment Period**

**Adjournment**

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 1 (a)

Meeting Date: May 1, 2023	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/ Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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**SUBJECT:** NCDOT Update

**DEPARTMENT:** NCDOT

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Keith Jackson, Highway Maintenance Engineer

**PURPOSE:** To provide a quarterly update on NCDOT projects

**ATTACHMENTS:** None

**BACKGROUND:**

Highway Maintenance Engineer Keith Jackson will provide an update on current and ongoing NCDOT projects.

**RECOMMENDED ACTION OR MOTION:**

No action required

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.     2(a)

Meeting Date:    May 1, 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

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**SUBJECT:**                                  Water Shortage Response Plan Revisions

**DEPARTMENT:**                          Public Works

**PUBLIC HEARING:**                        No

**CONTACT PERSON(S):**                  David Ross, Dewberry Engineers  
Mark Turlington, Interim Public Works Director

**PURPOSE:**                                  To review the proposed revised Water Shortage Response Plans for District I, District II - Dunn, and District II - Plainview

**ATTACHMENTS:**                         Water Shortage Response Plans, Resolutions

**BACKGROUND:**

North Carolina General Statute 143-355 (I) requires that each unit of local government that provides public water services or plans to provide such services shall, either individually or together with other such units of local government, prepare and submit a Water Shortage Response Plan. These plans are revised at least once every five years to reflect changes in relevant data and projections. David Ross will review the revisions and answer any questions.

**RECOMMENDED ACTION OR MOTION:**

Adopt resolutions approving the revised Water Shortage Response Plans for District I, District II - Dunn, and District II - Plainview.



**APPROVAL OF WATER SHORTAGE RESPONSE PLAN  
SAMPSON COUNTY WATER AND SEWER DISTRICT I**

WHEREAS, North Carolina General Statute 143-355 (I) requires that each unit of local government that provides public water services or plans to provide such services shall, either individually or together with other such units of local government, prepare and submit a Water Shortage Response Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for Sampson County Water District I has been developed and submitted to the Board of Commissioners of Sampson County Water and Sewer District I for approval; and

WHEREAS, the Board of Commissioners of Sampson County Water and Sewer District I finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (I) and that it will provide appropriate guidance for the future management of water supplies for Sampson County Water and Sewer District I, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Sampson County Water and Sewer District I that the Water Shortage Response Plan entitled *Sampson County WD I Water Shortage Response Plan*, dated May 3, 2010, revised May 16, 2018, and May 1, 2023, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Board of Commissioners of Sampson County Water and Sewer District I intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 1<sup>st</sup> day of May, 2023.

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Jerol Kivett  
Chairman, Board of Commissioners  
Sampson County Water and Sewer District II

ATTEST:

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Stephanie Shannon, Clerk to the Board

**Water Shortage Response Plan Sampson County WD I, North Carolina**  
**May 3, 2010;**  
**Revised May 16, 2018.**  
**Revised May 1 , 2018**

The procedures herein are written to reduce potable water demand and supplement existing drinking water supplies whenever existing water supply sources are inadequate to meet current demands for potable water.

**I. Authorization**

The Sampson County Manager shall enact the following water shortage response provisions whenever the trigger conditions outlined in Section IV are met. In his or her absence, the Public Works Director will assume this role.

Mr. Edwin W. Causey Sampson County Manager  
Phone: (910) 592-6308  
E-mail: [ecausey@sampsonnc.com](mailto:ecausey@sampsonnc.com)

Mr. Mark Turlington  
Acting Sampson County Public Works Director  
Phone: (910) 592-0188  
E-mail: [mturlington@sampsonnc.com](mailto:mturlington@sampsonnc.com)

**II. Notification**

The following notification methods will be used to inform water system employees and customers of a water shortage declaration: employee e-mail announcements, notices at municipal buildings, notices in water bills. Required water shortage response measures will be communicated through the County website. (<http://www.sampsonnc.com>) *The Sampson Independent*, PSA announcements on local radio and cable stations. Declaration of emergency water restrictions or water rationing will be communicated to all customers by telephone.

**III. Levels of Response**

Five levels of water shortage response are outlined in the table below. The five levels of water shortage response are: voluntary reductions, mandatory reductions I and 11, emergency reductions and water rationing. A detailed description of each response level and corresponding water reduction measures follows below.

Stage	Response	Description
1	Voluntary Reductions	Water users are encouraged to reduce their water use and improve water use efficiency; however, no penalties apply for noncompliance. Water supply conditions indicate a potential for shortage.
2	Mandatory Reductions I	Water users must abide required water use reduction and efficiency measures; penalties apply for noncompliance. Water supply conditions are significantly lower than the seasonal norm and water shortage conditions are expected to persist.
3	Mandatory Reductions II	Same as in Stage 2
4	Emergency Reductions	Water supply conditions are substantially diminished and pose an imminent threat to human health or environmental integrity.
5	Water Rationing	Water supply conditions are substantially diminished, and remaining supplies must be allocated to preserve human health and environmental integrity.

In Stage 1, Voluntary Reductions, all water users will be asked to reduce their normal water use by 5%. Customer education and outreach programs will encourage water conservation and efficiency measures including irrigating landscapes a maximum of one inch per week; preventing water waste, runoff and watering impervious surfaces; watering plants deeply to encourage root growth; washing only full loads in clothes and dishwashers; using spring-loaded nozzles on garden hoses; and identifying and repairing all water leaks.

In Stage 2, Mandatory Reductions I, all customers are expected to reduce their water use by 10% in comparison to their previous month's water bill. In addition to continuing to encourage all voluntary reduction actions, the following restrictions apply irrigation is limited to a half inch per week between 8PM and 8AM; outdoor use of drinking water for washing impervious surfaces is prohibited; and all testing and training purposes requiring drinking water (e.g. fire protection) will be limited.

In Stage 3, Mandatory Reductions II, customers must continue actions from all previous stages and further reduce water use by 20% compared to their previous month's water bill. All non-essential uses of drinking water are banned, and garden and landscape irrigation must be reduced to the minimum amount necessary for survival. Additionally, in Stage 3, a drought surcharge of 1.5 times the normal water rate applies.

In Stage 4, Emergency Reductions, customers must continue all actions from previous stages and further reduce their water use by 25% compared to their previous month's water bill. A ban on all use of drinking water except to protect public health and safety is implemented and drought surcharges increase to 2 times the normal water rate.

The goal of Stage 5, Water Rationing, is to provide drinking water to protect public health (e.g. residences, residential health care facilities and correctional facilities). In Stage 5, all customers are only permitted to use water at the minimum required for public health protection. Firefighting is the only allowable outdoor water use and pickup locations for distributing potable water will be announced according to Sampson County's Emergency Response Plan. Drought surcharges increase to 5 times the normal water rate.

#### IV. Triggers

Sampson County WD I water source is groundwater purchased from the City of Clinton. The following measurements of well pumping times and well levels in relationship to pump intake levels trigger entry into corresponding water restriction stages.

Stage	Well Operating Conditions
1	Pumping Time >10 hrs 20% reduction in seasonal normal distance from static water level and pump intake 20% increase pumping time for same output
2	Pumping Time >12 hrs 40% reduction in distance from static water level and pump intake 40% increase pumping time for same output
3	Pumping Time >14 hrs 60% reduction in distance from static water level and pump intake 60% increase pumping time for same output
4	Pumping Time >20 hrs 80% reduction in distance from static water level and pump intake
5	Water level at pump intake elevation

#### Return to Normal

When water shortage conditions have abated and the situation is returning to normal, water conservation measures employed during each phase should be decreased in reverse order of implementation. Permanent measures directed toward long-term monitoring and conservation should be implemented or continued so that the community will be in a better position to prevent shortages and respond to recurring water shortage conditions.

#### V. Enforcement

The provisions of the water shortage response plan will be enforced by Sampson County personnel and local law enforcement. Violators may be reported to the County phone line. Citations are assessed according to the following schedule depending on the number of prior violations and current level of water shortage.

Water Shortage Level	First Violation	Second Violation	Third Violation
Voluntary Reductions	N/A	N/A	N/A
Mandatory Reductions (Stages 2 and 3)	Warning	\$250	Discontinuation of Service
Emergency Reductions	\$250	Discontinuation of Service	Discontinuation of Service
Water Rationing	\$500	Discontinuation of Service	Discontinuation of Service

Note: Drought surcharge rates are effective in Stages 3, 4 and 5.



## **VI. Public Comment**

Customers will have multiple opportunities to comment on the provisions of the water shortage response plan. First, a draft plan will be available at County Office for customers to view. A notice will be included in customer water bill notifying them of such. Also, a draft plan will be published in *The Sampson Independent* and on the County website. All subsequent revisions to the draft plan will be published at least 30 days prior to an adoption vote by Sampson County Commissioners.

## **VII. Variance Protocols**

Applications for water use variance requests are available from the County Offices. All applications must be submitted to the County Office for review by the County Manager or his or her designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: impact on water demand, expected duration, alternative source options, social and economic importance, purpose (i.e. necessary use of drinking water) and the prevention of structural damage.

## **VII. Effectiveness**

The effectiveness of the Sampson County WSD I water shortage response plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reduction attained, and evaluation of demand reductions compared to the previous year's seasonal data.

Revision

The water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years in conjunction with the updating of our Local Water Supply Plan. Further, a water shortage response planning work group will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to Sampson County Commissioners. The Sampson County Public Works Director is responsible for initiating all subsequent revisions.



**APPROVAL OF WATER SHORTAGE RESPONSE PLAN  
SAMPSON COUNTY WATER AND SEWER DISTRICT II - DUNN**

WHEREAS, North Carolina General Statute 143-355 (I) requires that each unit of local government that provides public water services or plans to provide such services shall, either individually or together with other such units of local government, prepare and submit a Water Shortage Response Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for Sampson County Water District II – Dunn has been developed and submitted to the Board of Commissioners of Sampson County Water and Sewer District II for approval; and

WHEREAS, the Board of Commissioners of Sampson County Water and Sewer District II finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (I) and that it will provide appropriate guidance for the future management of water supplies for Sampson County Water and Sewer District II, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Sampson County Water and Sewer District II that the Water Shortage Response Plan entitled *Sampson County WD II – Dunn Water Shortage Response Plan*, dated May 3, 2010, and revised May 16, 2018 and May 1, 2023, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Board of Commissioners of Sampson County Water and Sewer District II intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 1<sup>st</sup> day of May, 2023.

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Jerol Kivett  
Chairman, Board of Commissioners  
Sampson County Water and Sewer District II

ATTEST:

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Stephanie Shannon, Clerk to the Board

**Water Shortage Response Plan Sampson County WD II - Dunn, North Carolina**  
**May 3, 2010; Revised May 16, 2018, and May 1, 2023**

The procedures herein are written to reduce potable water demand and supplement existing drinking water supplies whenever existing water supply sources are inadequate to meet current demands for potable water.

**I. Authorization**

The Sampson County Manager shall enact the following water shortage response provisions whenever the trigger conditions outlined in Section IV are met. In their absence, the Public Works Director will assume this role.

Ms. Edwin W. Causey Sampson County Manager  
Phone: (910) 592-6308  
E-mail: [ecausey@sampsonnc.com](mailto:ecausey@sampsonnc.com)

Mr. Mark Turlington  
Acting Sampson County Public Works Director  
Phone: (910) 592-0188  
E-mail: [mturlington@sampsonnc.com](mailto:mturlington@sampsonnc.com)

**II. Notification**

The following notification methods will be used to inform water system employees and customers of a water shortage declaration: employee e-mail announcements, notices at municipal buildings, notices in water bills. Required water shortage response measures will be communicated through the County website, (<http://www.sampsonnc.com>) *The Sampson Independent*, PSA announcements on local radio and cable stations. Declaration of emergency water restrictions or water rationing will be communicated to all customers by telephone.

**III. Levels of Response**

Five levels of water shortage response are outlined in the table below. The five levels of water shortage response are: voluntary reductions, mandatory reductions I and II, emergency reductions and water rationing. A detailed description of each response level and corresponding water reduction measures follows below.

Stage	Response	Description
1	Voluntary Reductions	Water users are encouraged to reduce their water use and improve water use efficiency; however, no penalties apply for noncompliance. Water supply conditions indicate a potential for shortage.
2	Mandatory Reductions I	Water users must abide required water use reduction and efficiency measures; penalties apply for noncompliance. Water supply conditions are significantly lower than the seasonal norm and water shortage conditions are expected to persist.
3	Mandatory Reductions II	Same as in Stage 2
4	Emergency Reductions	Water supply conditions are substantially diminished and pose an imminent threat to human health or environmental integrity.
5	Water Rationing	Water supply conditions are substantially diminished, and remaining supplies must be allocated to preserve human health and environmental integrity.

In Stage 1, Voluntary Reductions, all water users will be asked to reduce their normal water use by 5%. Customer education and outreach programs will encourage water conservation and efficiency measures including irrigating landscapes a maximum of one inch per week; preventing water waste, runoff and watering impervious surfaces; watering plants deeply to encourage root growth; washing only full loads in clothes and dishwashers; using spring-loaded nozzles on garden hoses; and identifying and repairing all water leaks.

In Stage 2, Mandatory Reductions I, all customers are expected to reduce their water use by 10% in comparison to their previous month's water bill. In addition to continuing to encourage all voluntary reduction actions, the following restrictions apply irrigation is limited to a half inch per week between 8PM and 8AM; outdoor use of drinking water for washing impervious surfaces is prohibited; and all testing and training purposes requiring drinking water (e.g. fire protection) will be limited.

In Stage 3, Mandatory Reductions II, customers must continue actions from all previous stages and further reduce water use by 20% compared to their previous month's water bill. All non-essential uses of drinking water are banned, and garden and landscape irrigation must be reduced to the minimum amount necessary for survival. Additionally, in Stage 3, a drought surcharge of 1.5 times the normal water rate applies.

In Stage 4, Emergency Reductions, customers must continue all actions from previous stages and further reduce their water use by 25% compared to their previous month's water bill. A ban on all use of drinking water except to protect public health and safety is implemented and drought surcharges increase to 2 times the normal water rate. The goal of Stage 5, Water Rationing, is to provide drinking water to protect public health (e.g., residences, residential health care facilities and correctional facilities). In Stage 5, all customers are only permitted to use water at the minimum required for public health protection. Firefighting is the only allowable outdoor water use and pickup locations for distributing potable water will be announced according to Sampson County's Emergency Response Plan. Drought surcharges increase to 5 times the normal water rate.

#### IV. Triggers

The Sampson County WD II – Dunn has three water sources. The Cape Fear River via water purchases from the City of Dunn and water purchase from the City of Clinton’s wells. The remainder of Sampson County WD II’s water source is groundwater produced by Sampson County.

##### Plainview District (Surface Water)

Stage	River Operating Conditions
1	Target flow of Cape Fear River at the Lillington gage <225 cubic feet per second (cfs) for five (5) consecutive days.
2	Target flow of Cape Fear River at the Lillington gage < 200 cfs for five (5) consecutive days
3	Target flow of Cape Fear River at the Lillington gage < 175 cfs for five (5) consecutive days
4	Target flow of Cape Fear River at the Lillington gage < 150 cfs for five (5) consecutive days
5	Target flow of Cape Fear River at the Lillington gage <125 cfs for five (5) consecutive days
6	Target flow of Cape Fear River at the Lillington gage <100 cfs for five (5) consecutive days

##### Remainder of District II (Groundwater)

Stage	Well Operating Conditions
1	Pumping Time >10 hrs 20% reduction in seasonal normal distance from static water level and pump intake 20% increase pumping time for same output
2	Pumping Time >12 hrs 40% reduction in distance from static water level and pump intake 40% increase pumping time for same output
3	Pumping Time >14 hrs 60% reduction in distance from static water level and pump intake 60% increase pumping time for same output
4	Pumping Time >20 hrs 80% reduction in distance from static water level and pump intake
5	Water level at pump intake elevation

##### Return to Normal

When water shortage conditions have abated and the situation is returning to normal, water conservation measures employed during each phase should be decreased in reverse order of implementation. Permanent measures directed toward long-term monitoring and conservation should be implemented or continued so that the community will be in a better position to prevent shortages and respond to recurring water shortage conditions.

## V. Enforcement

The provisions of the water shortage response plan will be enforced by Sampson County personnel and local law enforcement. Violators may be reported to the County phone line. Citations are assessed according to the following schedule depending on the number of prior violations and current level of water shortage.

Water Shortage Level	First Violation	Second Violation	Third Violation
Voluntary Reductions	N/A	N/A	N/A
Mandatory Reductions (Stages 2 and 3)	Warning	\$250	Discontinuation of Service
Emergency Reductions	\$250	Discontinuation of Service	Discontinuation of Service
Water Rationing	\$500	Discontinuation of Service	Discontinuation of Service

Note: Drought surcharge rates are effective in Stages 3, 4 and 5.

## VI. Public Comment

Customers will have multiple opportunities to comment on the provisions of the water shortage response plan. First, a draft plan will be available at County Office for customers to view. A notice will be included in customer water bill notifying them of such. Also, a draft plan will be published in *The Sampson Independent* and on the County website. All subsequent revisions to the draft plan will be published at least 30 days prior to an adoption vote by Sampson County Commissioners.

## VII. Variance Protocols

Applications for water use variance requests are available from the County Offices. All applications must be submitted to the County Office for review by the County Manager or his or her designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: impact on water demand, expected duration, alternative source options, social and economic importance, purpose (i.e., necessary use of drinking water) and the prevention of structural damage.

## VIII. Effectiveness

The effectiveness of the Sampson County WDII water shortage response plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained, and evaluation of demand reductions compared to the previous year's seasonal data.

## IX. Revision

The water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years in conjunction with the updating of our Local Water Supply Plan. Further, a water shortage response planning work group will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to the Sampson County Board of Commissioners. The Sampson County Public Works Director is responsible for initiating all subsequent revisions.



**APPROVAL OF WATER SHORTAGE RESPONSE PLAN  
SAMPSON COUNTY WATER AND SEWER DISTRICT II - PLAINVIEW**

WHEREAS, North Carolina General Statute 143-355 (I) requires that each unit of local government that provides public water services or plans to provide such services shall, either individually or together with other such units of local government, prepare and submit a Water Shortage Response Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for Sampson County Water District II – Plainview has been developed and submitted to the Board of Commissioners of Sampson County Water and Sewer District II for approval; and

WHEREAS, the Board of Commissioners of Sampson County Water and Sewer District II finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (I) and that it will provide appropriate guidance for the future management of water supplies for Sampson County Water and Sewer District II, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Sampson County Water and Sewer District II that the Water Shortage Response Plan entitled *Sampson County WD II – Plainview Water Shortage Response Plan*, dated May 1, 2023, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Board of Commissioners of Sampson County Water and Sewer District II intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 1<sup>st</sup> day of May, 2023.

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Jerol Kivett  
Chairman, Board of  
Commissioners  
Sampson County Water and Sewer District II

ATTEST:

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Stephanie Shannon, Clerk to the Board

**Water Shortage Response Plan Sampson County WD II- Plainview, North Carolina  
May 3, 2010; Revised May 16, 2018, and May 1, 2023**

The procedures herein are written to reduce potable water demand and supplement existing drinking water supplies whenever existing water supply sources are inadequate to meet current demands for potable water.

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Five levels of water shortage response are outlined in the table below. The five levels of water shortage response are: voluntary reductions, mandatory reductions I and II, emergency reductions and water rationing. A detailed description of each response level and corresponding water reduction measures follows below.



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1	Voluntary Reductions	Water users are encouraged to reduce their water use and improve water use efficiency; however, no penalties apply for noncompliance. Water supply conditions indicate a potential for shortage.
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5	Water Rationing	Water supply conditions are substantially diminished, and remaining supplies must be allocated to preserve human health and environmental integrity.

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#### IV. Triggers

The Sampson County WD II – Plainview has only one water source. The Plainview District water source is the Cape Fear River via water purchases from the City of Dunn.

##### Plainview District (Surface Water)

Stage	River Operating Conditions
1	Target flow of Cape Fear River at the Lillington gage <225 cubic feet per second (cfs) for five (5) consecutive days.
2	Target flow of Cape Fear River at the Lillington gage < 200 cfs for five (5) consecutive days
3	Target flow of Cape Fear River at the Lillington gage < 175 cfs for five (5) consecutive days
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#### Return to Normal

When water shortage conditions have abated and the situation is returning to normal, water conservation measures employed during each phase should be decreased in reverse order of implementation. Permanent measures directed toward long-term monitoring and conservation should be implemented or continued so that the community will be in a better position to prevent shortages and respond to recurring water shortage conditions.

#### V. Enforcement

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Mandatory Reductions (Stages 2 and 3)	Warning	\$250	Discontinuation of Service
Emergency Reductions	\$250	Discontinuation of Service	Discontinuation of Service
Water Rationing	\$500	Discontinuation of Service	Discontinuation of Service

Note: Drought surcharge rates are effective in Stages 3, 4 and 5.

## **VI. Public Comment**

Customers will have multiple opportunities to comment on the provisions of the water shortage response plan. First, a draft plan will be available at County Office for customers to view. A notice will be included in customer water bill notifying them of such. Also, a draft plan will be published in *The Sampson Independent* and on the County website. All subsequent revisions to the draft plan will be published at least 30 days prior to an adoption vote by Sampson County Commissioners.

## **VII. Variance Protocols**

Applications for water use variance requests are available from the County Offices. All applications must be submitted to the County Office for review by the County Manager or his or her designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: impact on water demand, expected duration, alternative source options, social and economic importance, purpose (i.e., necessary use of drinking water) and the prevention of structural damage.

## **VIII. Effectiveness**

The effectiveness of the Sampson County WDII water shortage response plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained, and evaluation of demand reductions compared to the previous year's seasonal data.

## **IX. Revision**

The water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years in conjunction with the updating of our Local Water Supply Plan. Further, a water shortage response planning work group will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to the Sampson County Board of Commissioners. The Sampson County Public Works Director is responsible for initiating all subsequent revisions.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (b)

Meeting Date: May 1, 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

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**SUBJECT:** Establish Date to Deliver Budget Message

**DEPARTMENT:** Board of Commissioners  
Administration

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Edwin W. Causey, County Manager  
David Clack, Finance Officer

**PURPOSE:** To establish a date and time to deliver the 2023-2024 Budget Message

**ATTACHMENTS:** None

**BACKGROUND:**

In accordance with the North Carolina General Statutes, the Finance Officer has prepared a proposed budget for the 2023-2024 fiscal year. This budget, together with the budget message must be presented to the Board of Commissioners no later than June 1. The County Manager proposes to deliver the 2023-2024 Budget Message on Monday, May 22, 2023, at 4:00 p.m. in the Administrative Board Room.

**RECOMMENDED ACTION OR MOTION:**

Schedule the presentation of the FY 2023-2024 budget message as recommended.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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**ITEM ABSTRACT**

**ITEM NO. 2(c)**

Meeting Date: May 1, 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:** Temporary Targeted Raises for Sampson County Sheriff’s Office

**DEPARTMENT:** Sheriff’s Department  
Administration

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** R. Jerol Kivett, Chairman  
Edwin W. Causey, County Manager

**PURPOSE:** To discuss a solution to compensation issues within the Sampson County Sheriff’s Office

**ATTACHMENTS:** Proposal

**BACKGROUND:**

Financial compensation for County employees and the Sheriff’s Department in particular has been a grave concern for months. The County has authorized the completion of a market study to evaluate compensation for all employees. This study should be available in the late May/June timeframe. It is the intent of the Board of Commissioners to promptly implement study findings when received, reviewed, and approved. At the same time, we acknowledge that the Sheriff’s Department and Detention have been particularly hard hit with vacancies. Salary disparities are a significant part of the recruitment challenges. Heretofore, the County has utilized targeted raises on a temporary basis to deal with the specific challenges until a complete market study can be completed. This effort can be effective. At the same time, this kind of effort could lead to misunderstanding if everyone involved does not understand that the effort is temporary and intended to address a specific challenge. The Sheriff has had grave concerns for his entire department for a considerable period of time. He has expressed concern that he needed to tackle the salaries of his entire department. We respect that view. From the County’s perspective, the market study is intended to create fairness for everyone. On March 8<sup>th</sup>, the County Manager communicated with the Sheriff and suggested to the Sheriff that because vacancies were increasing, and the market study is forthcoming that he might wish to consider some targeted increases as a temporary measure. The Sheriff agreed to evaluate. On April 11, a specific recommendation was forwarded to the Sheriff for his consideration. He reviewed the recommendation and met with the Chairman and County Manager on April 26<sup>th</sup>. The Sheriff proposed several changes, and these changes were found to be reasonable. The Sheriff has agreed to the attached proposal. This agreement, if approved by the board, is temporary until the new market study is implemented.

**RECOMMENDED ACTION OR MOTION:**

Approve the proposal as recommended.

## Revised Proposal to Address Recruitment/Retention Issues Identified by the Sheriff – April 2023

The Sheriff has shared on numerous occasions via a multitude of social media posts that he is unable to recruit and retain enough road deputies and detention officers to maintain the safety of the citizens of Sampson County. His posts indicate that pay is the only issue because surrounding counties and municipalities offer higher salaries. This proposal addresses this presumed disparity based on the ongoing vacancies in the Sheriff's Department and the Detention Center, and replaces already approved signing bonuses currently in effect. This is a temporary measure that will be further addressed with the implementation of the Pay Study currently underway.

This proposal includes all detention officers, deputies, Sgts. and 1<sup>st</sup> Sgts. Part-Time deputies/detention officers are not included in this proposal; however, those positions will be addressed with the Pay Study.

Add \$4200/Year to LEOs: Deputy I (67), Deputy II (68), Deputy III (69), Sgt. (71), 1<sup>st</sup> Sgt. (72)

Add \$2400/Year to Detention, Non-Leos: Detention Officer I (63), II (64) and III (65) and Detention Sgt. (67), and 1<sup>st</sup> Sgt. (68)

CADETS are not included in this proposal.

This proposal affects 71 positions in the Sheriff's Department and 42 positions in the Detention Center. The estimated annual cost of this proposal, including fringes, is \$518,186 (\$87,000 for May and June).

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 3

Meeting Date: May 1, 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

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**SUBJECT:** Appointments

**DEPARTMENT:** Governing Body

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Vice Chairperson Sue Lee

**PURPOSE:** To consider appointments to the Economic Development Advisory Board

The Sampson County Economic Development Advisory Board recommends that the Sampson County Board of Commissioners approve Mrs. Amber Halstead, Mr. Jeff Nethercutt, and Mr. Robby James to serve a subsequent three-year term (FY 2023-2026), effective July 1, 2023.

**MEMORANDUM**

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**TO:** Sampson County Board of Commissioners  
**FROM:** Stephen Barrington, Sampson County Economic Development Commission  
**DATE:** April 13, 2023  
**RE:** Appointment Recommendation

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Sampson County Economic Development Advisory Board recommends Sampson County Board of Commissioners approve the following three members to serve a subsequent three-year term (FY 2023-2026), effective July 1, 2023.

Mrs. Amber Halstead, 401 Butler Dr., Clinton, NC 28328  
Mr. Jeff Nethercutt, 213 W. Arrowhead Dr., Clinton, NC 28328  
Mr. Robby James, 1342 Country Club Rd., Salemburg, NC 28385

Thank you for your consideration.

Respectfully submitted.



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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 4

Meeting Date: April 3, 2023	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/ Zoning
	<input checked="" type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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**SUBJECT:** Consent Agenda

**DEPARTMENT:** Administration/Multiple Departments

**ITEM DESCRIPTIONS/ATTACHMENTS:**

- a. Approve the minutes of the April 3, 2023 Board meeting
- b. Adopt a resolution approving a lease between the Estate of Emma Smith King and Sampson County and authorizing the County Manager to execute any and all related documents
- c. Approve an application for lottery funds to reimburse the County for the debt payments on school buildings
- d. Adopt a resolution approving the lease of County property to State Employees Credit Union and authorizing the County Manager to execute any and all related documents
- e. Adopt a joint resolution by the Sampson County Board of Commissioners and the Sampson County Water & Sewer District II Board of Directors authorizing Chairman R. Jerol Kivett to execute a Bulk Water Purchase Agreement and Temporary Assignment Agreement between the Town of Newton Grove and Sampson County and Sampson County Water and Sewer District II
- f. Adopt a resolution acknowledging that Juneteenth has been established as a federal holiday and supporting its continued county-wide celebration
- g. Approve a Capital Outlay budget amendment for Sampson County Schools
- h. Approve the budget amendments as submitted
- i. Approve the tax refunds and releases as submitted

**RECOMMENDED ACTION OR MOTION:**

Motion to approve Consent Agenda as presented

The Sampson County Board of Commissioners convened in the Cooperative Extension Office, 55 Agriculture Place in Clinton, North Carolina on Monday, April 3, 2023, at 4:00 p.m. Members present: Chairman Jerol Kivett, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin, Lethia Lee, and Allen McLamb.

### **Sampson County Cooperative Extension Report to the People**

Chairman Jerol Kivett opened the meeting following a brief welcome by Extension Director Brad Hardison. Commissioner Thaddeus Godwin then returned thanks before the meal. Guests enjoyed a meal, game, and presentations by Extension Staff as well as 4-H Club Members. Upon a motion made and duly seconded, the Board voted unanimously to recess to reconvene at 6:00 p.m. in the County Auditorium, 435 Rowan Road, Clinton.

### **Reconvene**

The Sampson County Board of Commissioners reconvened for their regular meeting at 6:00 p.m. on Monday, April 3, 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 Lethia Lee who provided the invocation. Vice Chairperson Sue Lee then led the Pledge of Allegiance.

### **Approval of Agenda**

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

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

Proposed Subdivision Ordinance Text Amendment Chairman Kivett opened a public hearing and called upon Senior Planner Michelle Lance who provided an overview of the proposed Subdivision Ordinance text amendment. The Text Amendment clarifies that major subdivision lots may only be served by internal access streets and may not have frontage along public streets in the NC DOT system. The Text Amendment also provides that minor subdivisions may have no more than five driveways that access an existing public or private street, subject to the driveway and subdivision standards of the NC DOT. In cases where more than five minor subdivision lots will access any one public or private street, one or more shared driveways will be required, such that no more than five driveways access any one street. The Planning Board reviewed this amendment at their March 13, 2023 meeting and voted 3-0 to recommend approval of the Subdivision Ordinance Text Amendment. The recommendation for approval is based off the Planning Board's decision that the text amendment is consistent with the goals and objectives of the Sampson County Land Use Plan. Chairman Kivett opened the floor for public comments and hearing none closed the public hearing. Ms. Lance answered brief questions from Chairman Kivett, Vice Chairperson Sue Lee, and Commissioner McLamb.

Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the Subdivision Ordinance Text Amendment as recommended. (Copy filed in Ordinance Book \_\_\_\_\_, Page \_\_\_\_\_.)

**Item 2: Public Hearings**

Hwy 24 – Renaming of Roads Chairman Kivett opened a public hearing and called upon Emergency Management Director Rick Sauer. Mr. Sauer explained that several years ago, the NCDOT started the planning and subsequent reconstruction of rebuilding Hwy 24 from the City of Clinton west through Roseboro to the Cumberland County line in Autryville. As a result, some roads have been split in two, some roads remain unnamed, and some addresses do not conform to the County’s Ordinance and the National Emergency Numbering Association (NENA) guidelines. For the past six months, the 911 Addressing Coordinator, Jessie Matthews, and the County’s Road Naming Committee have been working diligently to identify each road and address that has been impacted. The Road Naming Committee has attempted to recommend as few changes as possible to minimize the impact on residents. Following Mr. Sauer’s comments, Chairman Kivett opened the floor for public comments. The following were received:

Margaret Butler, 7786 Roseboro Highway, Roseboro, NC: “Good evening. My name is Margaret Butler. My concern is about the dead-end road of 24. You know when they put the superhighway it came behind our house but it used to be in front. So, I live at 7786 Roseboro Highway and I was wondering if they were going to rename that road.” 911 Addressing Coordinator Jessie Matthews clarified that information for Ms. Butler. Ms. Butler continued, “It’s a dead-end road and we were thinking about Snow Hill Drive.” Mr. Sauer informed Ms. Butler that the road naming committee had proposed the name Bend Road for this renaming. Ms. Butler thanked the Board for their time.

Whitney Parker, 7745 Roseboro Highway, Roseboro, NC: “I had the same question. I wanted to submit a name for consideration for that road. I don’t know since it was already automatically named. I just wanted to second her notion for Snow Hill Drive for that road, for Roseboro Highway.” Mr. Sauer clarified that the Road Naming Committee had already proposed the name Bend Road for this renaming. Mr. Parker continued, “I would just like to have the consideration. Thank you.”

Michael Fisher, 5656 Roseboro Highway, Roseboro, NC: “Good evening, I’m Michael Fisher, the owner of 5656 Roseboro Highway. I see in your proposal that you want to name that Bennett Lane or something like that, and my question is why would you want to name it Bennett Lane when the front door faces 24?” Ms. Matthews clarified that the reason for the change is because the driveway now faces Bennett Lane and not the highway. The correct address for first responders going out to respond to an emergency correlates to the driveway location.

Chairman Kivett closed the public hearing. Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to rename the roads as recommended by the Road Naming Committee.

Naming of Private Roads Chairman Kivett opened a public hearing and 911 Addressing Coordinator Jessie Matthews presented information on proposed names for two private roads. The Road Naming Committee recommends the name Crespo Lane for PVT 1926-1260 and Lyndall Lane for PVT 242-3210. Chairman Kivett opened the floor for public comments. The following were received:

Maggie Howell, 288 Stagecoach Lane, Autryville, NC: "Hello. We don't have an issue with the renaming, but many of us have bought metal reflective house numbers from our local fire departments. Would we be able to get those replaced for no additional charge with the same ones that we purchased?" Mr. Sauer clarified that the County is not involved with the referenced signs and that they would need to be discussed with the fire department from which they were purchased. Ms. Howell continued, "I did have another question. I realize that a lot of people are going to have to update their drivers license with the new address and to do that online you have to pay a \$3 convenience fee and then the price for the drivers license. Would people be able to get any assistance with that? I understand that you have thirty days to change your address on your drivers license." Chairman Kivett stated that he was not aware of any assistance and that this issue could be raised with the Department of Transportation. Ms. Howell thanked the Board and concluded her comments.

Chairman Kivett closed the public hearing and moved to name the private roads as recommended. Following a second by Commissioner McLamb, the Board voted unanimously to name the private roads as recommended.

**Item 3: Action Items**

Award of Bids for the Rehabilitation of Two Homes in Group 2 of the 2020 Essential Single Family Rehabilitation Loan Pool (ESFRLP) Program Chairman Kivett called upon Finance Officer David Clack who reviewed information provided by The Adams Company regarding the rehabilitation of two homes in the ESFRLP20 Program. Mr. Clack noted that bids were received on March 29, 2023 and were opened and read aloud. The Adams Company recommended bidder Thomas J. Holland for project Lillian Daughtry and also for project Ollie Jones, contingent upon North Carolina Housing Finance Agency providing approval of receiving only one bid. Upon a motion by Commissioner Godwin and seconded by Commissioner Lethia Lee, the Board voted unanimously to award the bids for project Lillian Daughtry and project Ollie Jones to Thomas J. Holland, contingent upon NC Housing and Finance Agency providing approval of receiving only one bid, and to authorize the County Manager to execute all contracts and related documents.

Suttontown and Mintz Water Expansion Project Chairman Kivett called upon Interim Public Works Director Mark Turlington and Project Manager David Ross of Dewberry Engineers. Mr. Turlington provided an update on the Ivanhoe Water Project. He wanted to inform both the Board and citizens that work on this project has begun and that progress is being made. Mr. Ross then reviewed funding information for the Suttontown and Mintz Water Expansion Project. Mr. Ross added that there would be no taxpayer dollars involved in this project and that it would be funded through the Division of Water Infrastructure State Revolving Fund. He requested that the Board adopt a resolution authorizing submission of the funding application. Upon a motion by Chairman Kivett and seconded by Commissioner

Godwin, the Board voted unanimously to adopt a resolution approving the Suttontown and Mintz Water System Expansion funding application and naming the County Manager as the representative authorized to execute and file an application on behalf of Sampson County. (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

New Rules and Regulations and Minimum Standards for Clinton-Sampson Airport (CTZ) Chairman Kivett called upon County Attorney Joel Starling who informed the Board that at its last three quarterly meetings, the Airport Advisory Board has discussed new proposed Rules and Regulations and Minimum Standards for the Clinton-Sampson Airport (CTZ). CTZ's current rules and minimum standards were adopted in 2009 and are in need of revision. On February 22, 2023, the Advisory Board voted unanimously to recommend approval of the draft Rules and Regulations and Minimum Standards. The Advisory Board made one modification to the proposed Rules prepared by staff: In Article II (General Airport Rules and Regulations), § 8 (Airport Grounds), the words "outside of the hangar" were added, such that the second sentence of § 8 reads, "Premises, by whomever owned, shall not be used for the storage outside of the hangar of vehicles, equipment, or items that are not utilized in connection with Aeronautical Activity." Upon a motion by Chairman Kivett and seconded by Vice Chairperson Sue Lee, the Board voted unanimously to adopt the new Rules and Regulations and Minimum Standards for Clinton-Sampson County Airport as recommended.

**Item 4: Consent Agenda (as Board of Commissioners)**

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

- a. Approved the minutes of the March 6, 2023 Board meeting (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- b. Authorized the Sampson County DSS Advisory Committee Name Change
- c. Approved the Sampson County DSS Cash Management and Segregation of Duties Policy
- d. Authorized a request to Discard Items from the collections of the Sampson-Clinton Public Library System
- e. Authorized a lease of County property between Sampson County and Lynn S. Carr and adopted a resolution authorizing the County Manager to execute a lease agreement on behalf of Sampson County (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- f. Authorized a lease of County property between Sampson County and James Dennis Lee and Terry M. Raynor and adopted a resolution authorizing the County Manager to execute a lease agreement on behalf of Sampson County (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- g. Adopted a resolution accepting an offer by Kristal V. Garcia (Valle-Garcia Properties, LLC) to purchase certain real estate and authorizing the Chairman of the Board to execute a warranty deed and any such other documents necessary for the transfer of

said property (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

h. Approved an amendment changing the due date of the previous year’s Audit Contract

i. Approved the budget amendments as submitted

<b><u>EXPENDITURE</u></b>		Sheriff		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100	555000	Capital Outlay – Other	\$56,000.	
11243100	526201	Dept. Supplies CD	\$11,000.	
11243100	526200	Dept. Supplies	\$19,050.	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310	403623	County Schools SRO Funds	\$86,050.	

<b><u>EXPENDITURE</u></b>		Public Works		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11999000	509700	Contingency		\$130,000.
11142600	533000	Utilities	\$130,000.	

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

<b><u>EXPENDITURE</u></b>		Aging		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558800	526200	Department Supplies	\$330.	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035880	408401	Donations	\$330.	

<b><u>EXPENDITURE</u></b>		Aging		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558710	526200	Department Supplies	\$485.	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035871	408401	Donations	\$485.	

<b><u>EXPENDITURE</u></b>		Aging		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558670	525000	United Way – Construction Repairs	\$3,500.	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035867	403602	United Way	\$3,500.	

<b><u>EXPENDITURE</u></b>		Social Services		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13554810	568413	Crisis Intervention Program		\$214,301.
13554810	568414	LIEAP		\$217,926.

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

13554810	568413	Crisis Intervention Program	\$214,301.
13554810	568414	LIEAP	\$217,926.

j. Approved the tax refunds and releases as submitted

#10145	Jose Luis Ortiz	\$252.85
#10140	Tammy Smith Holland	\$236.29
#10125	John Tyler	\$405.44
Tax Release	Bobby Dewain Fryar	\$273.20
Tax Release	Adam Tyler Moreau and Suzanne Moreau	\$505.16
Tax Release	Leonard Battle, Jr.	\$189.81
Tax Release	Lee's Vending/Lee's Food Services	\$101.75

**As Board of Health**

k. Approved the SCHD Fee/CPT Code Update

l. Approved the SCHD 2022-2026 Strategic Plan

**Item 5: Consideration of Late Property Tax Exemption**

Chairman Kivett called upon County Manager Ed Causey who stated that a property tax exemption request was received from Farm Credit Leasing Services on February 27, 2023. GS 105-281.1(a) requires all property tax exemption applications to be filed in January, the annual listing period. The Board of Commissioners has the statutory authority to approve late property tax exemption applications that are submitted within the same calendar year that the tax exemption application is applied for. This application meets all statutory requirements other than being timely filed, and the tax administrator recommends the approval of this late application request. Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the late property tax exemption application for Farm Credit Leasing Services as recommended.

**Item 6: Board Information**

The Board received the following as information only:

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

**Item 7: County Manager's Report**

Chairman Kivett called upon County Manager Ed Causey who reminded the Commissioners that the Board of Equalization and Review will begin at 1:00 p.m. on Monday, April 24, 2023. Mr. Causey also provided an update on the status of the Market Study. He stated that the study is well under way and that Ms. Dillman and Human Resources staff have

been working fervently to facilitate a good and qualitative study. The Market Study is anticipated to be complete by May or June of this year. Mr. Causey added that findings from the study will take time to implement and that salary changes will not be effective July 1, 2023, but that employees will not necessarily have to wait until next fiscal year for changes to take place.

**Item 8: Public Comment Period**

Following a brief overview of Public Comment Policies and Procedures by Clerk to the Board Stephanie Shannon, Commissioner Thaddeus Godwin provided remarks thanking the Veterans in the audience for their service and discussing questions raised regarding the Veterans Park located at the Emergency Services Office on Underwood Street. Chairman Kivett then opened the floor for public comments. The following were received:

Craig Beasley, USDA Wildlife Service – “Good evening. I’m Craig Beasley with the USDA Wildlife Service and I’d like to address the issue of beaver damage in Sampson County. I’m sure everybody up here knows that we have an issue in this County. The best way to address this issue would be through trapping. We have had, I’ve done approximately forty-eight jobs in Sampson County throughout the whole County. Thirty-nine of them, if I’m right, were blown with explosives so all that’s going on in Sampson County that you hear that’s explosives, that’s probably me. Everybody calling in wanting to know what’s going on. Thirty-nine dams I have blown throughout the County, 677 hours. And the best way to handle this beaver situation is through trapping. Beavers are not going away and all they do is cause damage blocking roadways. I do a lot for farmers. I do a lot for individual land owners and through trapping you can save money. With the Beaver Management, the resources that were saved were \$211,000 in timber resources, \$60,500 in crops, \$10,000 in impoundments, and \$18,500 in roads and bridges. It’s against the law in North Carolina to relocate beavers, so therefore you have to trap them. So, I will take any questions if anybody has any questions.” Commissioner Godwin asked, “How many years does it take to get rid of these beavers?” Mr. Beasley replied, “That’s a good question because some areas when you trap you don’t have any more issues, sometimes it takes two, three, four, or five years. And then there are some land issues. The closer to the river that you get, the more issues you’ll have. So, these beaver can come and go when they want to when you have, if you’ve noticed when it rains a lot, storms for two or three weeks or hurricanes, every ditch is full. You can drive along the highway and look, that’s DOT, I do a lot of DOT work and the beavers have been here for a long time so they ain’t going away pretty soon, I can tell you that. They are here to stay. Trapping is the only way that you can get them out. Sometimes you don’t have any more issues for four or five years. Sometimes you may have to go about two or three times to get them. Thank you.”

LaTonya Gilliam, 817 W. 2<sup>nd</sup> Street, Garland, NC – “As a high school history educator, in my classroom I am often tasked with debunking myths, legends, teaching the how’s and why’s of historical narratives, all the while teaching my young scholars to think critically. I also have to admonish them when they attempt to enjoy the fruits of someone else’s labor when completing an assignment. Well tonight I have come before the Board of Commissioners to do the same thing in the realm. First and foremost, the Ivanhoe community thanks each and every commissioner for their completing of their assignment by voting to pursue the water infrastructure grant via the North Carolina Department of Environmental Quality. Over a year



ago, the citizens of Ivanhoe began to press their way each month to secure the humane and basic right to have clean public drinking water and their efforts paid off in receiving a \$13 million plus grant. But the recollection of that journey to reality has met with fuzzy memories of the events and an unsolvable math equation that has led to a series of alternative history facts, or as I call them, 'lies'. In the beginning, the presence of the Ivanhoe community was requested through Edward Gilliam, who at the behest of our very own County Commissioner, Lethia Lee, reached out to area churches asking people to make their plea for water publicly known in this forum. Prior to that time, Ivanhoe was not on the map to be considered for water. Preceding the initial meeting, it was Edward Gilliam who virtually attended two webinars discussing the American Rescue Act and the water infrastructure grants being afforded to underserved areas like Ivanhoe. During the comment portion of the Commissioner's meeting, he mentioned that grant, to which our commissioner asked me, 'What grant is he talking about?' So that night, he passed direct information on in contacting the director of the NCDEQ to Commissioner Lee. That is when the completion of the assignment began to falter. When a group assignment is made in my classroom, everyone shares credit. That is what happened when Governor Cooper's office attended the ceremony at the Judy Center in Ivanhoe and Edward Gilliam was recognized as a part, a vital part of obtaining that grant. Remember commissioners? Many of you were there. But the equation got fuzzy with the State of the State Address and recent article in The Sampson Independent. Now, all of a sudden Commissioner Lee was working on the grant when she knew nothing about the grant prior to the Ivanhoe community attending the meeting. Russell Lee, who was nowhere around the frame of the picture showed up." Ms. Gilliam was reminded that her time was up. She added, "The truth is the truth, and it doesn't change."

Edward Gilliam, 817 W. 2<sup>nd</sup> Street, Garland, NC - "Good evening, Commissioners. My name is Edward Gilliam, I live at 817 W. 2<sup>nd</sup> Street, Garland, North Carolina, 28441. I'd like to thank the County Commissioners for this opportunity to speak on behalf of myself and other concerned citizens of Sampson County. One thing I respect is that County Commissioners' meetings always start with prayer. And one of the commissioners, because prayer is very powerful, and I myself pray many times in a day, so with prayer comes a belief in God and His holy word. Proverbs 6:19 New International Version reads that one of the six things that the Lord hates is a false witness who pours out lies and a person who stirs up conflict in a community. I say all this to say this: All of you as County Commissioners are leaders and have an obligation to serve our communities with respect and godliness in your hearts. I was asked by the local government official if I could assist in a task of securing public water for the community of Ivanhoe. At the time the community was not engaged, not informed, and was not publicly present and was being led by a stagnant, ineffective lay leader with no sense of direction. Therefore, Ivanhoe was not even on the project map, or neither being considered. March 7, 2023, marked one year anniversary of the Ivanhoe water project and for the first time of many unsuccessful years as we as a community with the assistance of other communities came together recently to voice our concerns about clean drinking water. I publicly advised available grant funding through ARPA. We stood, as we currently do, united and determined because we knew the importance of clean water and creating a safe environment for the present and future generations. So much came out of this. The community in the past felt like we had been left out and forgotten because of the many set backs and failed attempts that includes water in a secondary world which never came to existence because (*unintelligible*). Receiving water for our community was a true accomplishment for experimenting the value of communication,

education, direct interaction with local government. Trust and integrity are important characteristics of leadership. Trust can be built, and integrity can be shown over time. I thought we'd established a trust and supportive relationship in this journey. Public acknowledgements, recognition of great works, and accolades feel good, but it is at a different level when you've really dedicated countless hours, knowledge, and expertise into a project. If you're at this level you will not make questionable and falsified statements on public record, for you will know the process, and most of all, the intricate details as I do. I feel you as Commissioners should never forget your obligation to your County, better yet, the area for which you are elected to serve. I recommend that some of you should revisit your code of ethics located on the Sampson County website where it may assist you in the understanding of your duties and conscience actions to the residents that you serve." Chairman Kivett then stopped Mr. Gilliam and asked him not to down talk any of the Commissioners. Mr. Gilliam responded, "I'm not down talking, sir, I'm just making a recommendation so how's that? I'm done. Uh, constructive criticism is a valuable tool and can be utilized as a growing mechanism when welcomed or and/or properly received. I thank God for this direction, this blessing, and many contributions to the cause, and even though I have received many federal, state, local acknowledgements for accolades, the most important one will come when I can go to my mom's residence, turn on the faucet, and witness clean, odorless water flowing like the many blessings I've received from God. Thank you."

Whitney Parker, 7745 Roseboro Hwy., Roseboro, NC - "As you know I'm from the Snow Hill community. I'm here to express my concerns and the effects of the toxic waste dump that I currently live in. The passing of my parents is the beginning for me because the common denominator is the toxins from this landfill. I spent countless hours watching my clock to administer Zofran and Phenergan for nausea, different ailments caused by this toxic place. End of the day, moving forward, I have rodents in my backyard that run all over my backyard, eat the wiring out from under my car. I've spent a small fortune on pest control from Lowe's, sought out pest control people to come out, can't get rid of them. I have buzzards lurching in my trees all times of the day. You can barely go outside and stand more less sleep in your bed. One night I was sleeping and the smell hit me so bad it woke me up and I couldn't go back to sleep. I couldn't even, I had to drive almost to Autryville to get away from the smell. So, the question I'm asking here is there anything the County's doing to eradicate the smell, for pest control, more or less even so these trucks that are coming down these back roads, kids can't even play because these trucks are doing seventy miles an hour down these small roads. When I grew up, that's all I did was play out in the road and out in the woods so it's a very serious problem. I'm here to address that and that's all. I'll give my minutes to anybody else. Thank you."

Phillip Bell, 870 Beaverdam Road, Clinton, NC - "Good afternoon and thank you for the opportunity. I'd like to thank the commission for your assistance with the canoe that we finally got from Cultural and Natural Resources. Your letter of support went a long way in getting it housed in Sampson County so it's at the Coharie Tribal Center now. It's open for public display and you're welcome to come look at it anytime. What I'd like to talk about is the Beaver Management Assistance Program that Mr. Beasley was talking about earlier. For the last seven years I've worked a lot in the river system doing debris removal operations, working with NC State with water monitoring and currently we're working with NC State now with the Flood Plain Resilience Modeling Program or effort, and what we're noticing and what we're looking

at is what was talked about earlier with the huge beaver population that's in our County. What concerns the tribe and what most people talk about who are interested in our environment is the environment that is being created by the beaver population. With beavers and with overabundance comes invasive species of plants and animals and those species of plants include alligator weed, smart weed, and parrot feather. Parrot feather is found in aquariums. When these are put in an area that has a lot of fertilizer that comes from all the beavers and other rodents that are in the water it takes over and we've been seeing a large decrease in navigable waters as time is passing and beaver management is not taking place. I'm a member of the Clinton Visitor's Bureau and one of the things that we're looking at or trying to put together is a tourism package that includes kayaking. The tribe entertained over 800 people in one year in kayaking services just on the little part of Upper Coharie from Star Telephone to Five Bridges so we know that it will work but with the advent of beavers and the nutria with all the things that are in the waters now nutria gives me some concerns because we have a huge livestock operation in our area and their borers into lagoons and ditches and we all know that there's a danger there. So, in short, I'd just like to, or I'd appreciate consideration for a BMAP program for the County so we can get the beavers under control. Thank you."

Shelly Hair, 812 Elizabeth Street, Clinton, NC - "This is for the Board's consideration. The Veteran's Park located at the old National Guard Armory, we have a nice park there representing the veterans and their families and we would like for y'all to consider taking half of the parking lot as an add-on to the park. And also, two entrances for that parking area and that we may continue to have our annual November Memorial Day program perform there also. Just those three items. I know the EOC is relocating, and we just want to make sure that we've still got our anchor planted there and we're in good standing and could these items be considered? Thank you for listening."

Abdula Fisher, 6224 Creekbroad Court, Greensboro, NC - "I live in the Snow Hill community off of Highway 24. I also would like to talk about the toxic waste dump that I consider it is. What I see is no accountability because whatever is being dumped there, it can't be safe for the environment or for the people. So, my question is to you guys what are you guys going to do or are you guys going to do anything to help remedy this problem?"

Fred Dufour, 207 N. Chestnut Street, Clinton, NC - "Good afternoon. I'm here to follow up with Mr. Beasley and Mr. Bell about the beaver situation. I would like for the County Commissioners to consider hiring an extra trapper for the county. If you look at the county if you go from the northern end to the southern end its about an hour drive. So, if you have a job in the northern part of the county or the southern part of the county you spend most of your time on the road and not trapping. When I started farming over ten years ago beavers weren't an issue. We trapped them in the same ditch once in the spring and once in the fall and we were done. Now I call a trapper every two or three months in different places. It's costing a fortune. To the point that sometimes we can't even harvest corn or cut hay because the fields are flooded because the ditches are blocked. There is a big loss of income wasted and also you know we need to if you look at the seal behind you, I mean you've got manufacturing, pork, agriculture, trades. All of these things are impacted by the beavers right now. Land is being pushed to the side because we can't do anything with it and once the land is flooded you can't really do much with it. The value is gone. So, I do believe that it's very important to take care of that situation. I mean beaver are just like ants, fire ants. You take care of them in your

backyard they go to the neighbor. They never take care of them, they come back to your place. That's exactly the way it is and the problem now is that Mr. Bell said about the BMAP we need a plan to cover the county and take care of these beavers. If we only take care land owner by land owner the only person that is going to be happy is the one charging for the trapping and you know think about hurricane season when the ditches are completely blocked by the beavers or the ditches on the land to go to the river are blocked by the beaver dams the water has nowhere to go so where does it stay, it stays on the highway. And who is fixing the highway? Who is paying for the highway? Well, we do and I think if you look at the expense for the extra trapper versus how much it will cost to the upkeep of the river the loss in revenue from the crop and the timber you'll find out that having an extra trapper is pretty cheap. That's what I have to say so any questions please let me know. Thank you."

Robert Graczyk, 2556 Greens Bridge Road, Garland, NC - "I come before you tonight to publicly point out that this County Board of Commissioners and the County Manager put law enforcement priorities last and its noticeable and shameful. The Sheriff received a grant of \$1.2 million from the state to fund the purchase of body cameras for the Sheriff's Office. A great pro-law enforcement stout, but the County doesn't have the infrastructure to store the camera data. The County wanted the Sheriff to fund the purchase and a five-year operation of the cameras with the grant money received from the state. Former Assistant County Manager Susan Holder said in an email, 'I suspect that this might be difficult to prepare. ATT Wi-Fi yearly data storage estimated at \$44,160 annually but I look forward to hearing how that might be accomplished.' I don't think you can pay ahead of your data storage. The Sheriff has made many concessions regarding the grant including limiting the number of cameras and the Sheriff volunteered to use some of his seized asset forfeiture funds to help fund the cameras. The County has made no concessions. Are all our state funded grants required to be totally funded for five years? May I point out that the County Manager treats Sampson County EMS and the Sheriff's Office totally different. EMS receives a totally funded grant for their new EMS building but what about the many cost overruns? Are they coming out of the EMS budget? Why isn't the EMS grant required to fund all the County associated associates with this building for five years? What about the added equipment, staffing and daily maintenance? Why are the two County departments treated differently by the County Manager? Look, the Sheriff was elected by the people of the County to protect us. Why is the unelected County Manager conspiring against him and his department? Commissioners, you were elected to represent us and work for us. Now we want our Sheriff's deputies and Sheriff's detention officers to be treated as if they're knights running to protect us from the lawlessness. Pay our deputies as much not as such. Not as the person who answers the phone at the County Manager's Office. Pay our deputies a law enforcement salary and make law enforcement a priority in this County. Now, I know there is a pay study or market study going on, but you treat everybody equally. The person that comes to my rescue is a law enforcement officer."

Barbara Gaskins, 307 Prince Road, Greenville, NC - "Good evening, everyone. First and foremost, thank you veterans for your service. I mean that wholeheartedly. My fiancé and Mr. Gilliam are the veterans that I personally know here so thank you for your service. As former candidate for US House NC03 I have had the opportunity to travel this entire district and Sampson and Duplin Counties. I have seen firsthand the impact of your water situation. Clean air, land, and water are not debatable, and I still stand on that. The contamination from the hog waste of course has disproportionately affected our black communities. Black and brown

communities. And of course, this is unacceptable. So today I am here to personally thank Mr. Gilliam for securing the \$13 million grant. That was a step forward and we should be grateful for his leadership. But of course, this work is not done. So, Mr. Gilliam and others in Sampson County, I'm here to represent the Reach Program, Black Waterkeepers, Black Voters Matter and ACLU. I stand with you regarding your water issue. If I can help in any way, please let me know. Once again, thank you Mr. Gilliam, thank you Commissioners."

Jimmy Melvin, 2057 Old Mintz Hwy., Roseboro, NC - "Good evening, I'm Reverend Jimmy Melvin. I'm happy to see y'all this afternoon. I think we've had a great discussion here and I just have simple questions. Um, I'm about three miles from the landfill. And I don't know what the turn loose of the gas is but it stifles us and we're three miles away. And if you go at a certain time from my road to Roseboro 242 up to Spivey's Corner, when you come by Lakewood High School on that hill you might as well cut your air conditioning off because it's going to suffocate you. And I'd just like to ask a question. How close are any of you to the landfill? Three miles, two miles? It determines, we don't have any mountains to block anything so when the cloud system or the fog sits down and whatever particular time they turn those gases and they do it late at night but around 2:00 or 3:00, you might want to try to make sure you have some air sanitizers and your ducts of your air condition pulls it in. And it's causing some real problems. So, I think this is something, we just found out that they're increased the, its about 1400 acres, but they've increased it to three more hundred acres. When at some point sometime can we look at its going to be a cap on it and I mean we are one of three landfills that will accept anything. I've requested it and probably through the American Freedom Act you could probably get an audit of what goes in there. But I don't know because there's six or seven different types of trucks that take stuff in there. Anything from animal waste from the plants, chemical waste, and the recent company folks that were cleaning up the hazardous thing in Nebraska had an option of bringing their waste, that toxic waste, to Sampson County, but they had mercy on us and had compassion on us and decided to get a grant to deal with it there. We're just a sitting duck. It's not getting better and so it's not just the Snow Hill community. That's the Roseboro area we are living in. Supposed to be the city but folks when they visit they want to know what is wrong when they get out to work, but it's an issue that I think we all need to get involved in because its creating not only that but a health issue. Thank you for your consideration."

Linda Benson, 10463 Roseboro Hwy., Roseboro, NC - "Thank you for listening to me tonight. There's two things I want to address. I live at 10463 Roseboro Hwy., but I call it Hwy. 24 because it's always been Hwy. 24 to me. I didn't get a chance to say about the road but my family lives just three houses down from the rescue squad building. We've asked for our names not to be changed and also we own the property across from us. That address does not need to be changed either so that's the one thing I want to say for sure and I'm going to stand behind that and I'm going to fight for that, okay? Even if you say you've agreed on this, I'm not going to allow that to happen to me. Second of all, the landfill. It is the second toxic landfill in the United States. We are not around industry. It's piped in. I travel a lot in my job. I leave 2:00 in the morning, 4:00 in the morning and they'll be burning this stuff and you can't breathe. When I stay at my mother's house it's so toxic, I cannot breathe. I literally wear a mask to bed because of the toxic. We should never allow that to happen. It's like PG&E, Three Mile Island, and it's also like the contamination at Camp Lejeune. It will stay in your soil forever. It will give, it's like cancer in a bottle and I am frustrated with it and I expect that dump to be shut down. It

needs to be shut down. Not only that, when you look at the whole, and I've had a lot of experience, by the way, with environmental. You'd be surprised. At a high level. And I do not appreciate that we have just destroyed Sampson County. To me, you should just roll up the sidewalks and call it the Toxic City of the USA. And I would like for you guys to look at that. I would like for you guys to, and an example, I read up on this. And I know that they've allowed the toxics from Brunswick County, now that you're, the same thing, the same toxics that happened when they had the train wreck in Ohio, well what happens? This stuff is toxic, it's cancer forming and what happens to that? It's in the air, it's in the ground, it's in your home, it's in your body. It increases cancer. So, who's going to be responsible for that? And so therefore if that's the same thing that's being transported from Brunswick County to Sampson County what are we getting? Roseboro and Sampson County is not the trash dump for the United States. However, it's been the trash dump for the United States. And I'd appreciate it if you look into it. Shut it down or if we have to go forward and go with it then all of us as a group go with it and shut it down."

Paul Fisher, 966 Marion Amos Road, Roseboro, NC - "I live at 966 Marion Amos Road. That's right next to the landfill. Now y'all are not responsible for it being there. But what you're going to be held responsible for is letting it contain and get out of order like it is. So, I've been messing with this thing for 30, 40 years of fighting against this landfill. Nothing can't be done until the last few months or so when it's starting to spread all over the County. Which I'm glad it has so we can bring some attention to what we've been bothered with for the last 15, 20 years. So, when the air blow, let it blow wherever it want to blow. And y'all will understand what we've been going through these last years. I can't even go outside and sit on my deck because of the smell. And I've retired, I did my service in the military, and I can't even enjoy myself. I don't know where y'all live at. And there's one other thing. When you have issues in other parts of the County, Clinton, and it's talking about widen the roads, there was a lot of talks here about suing because the contractor was behind, and people couldn't get in the church yard and a whole lot of other stuff. But you never hear anything from y'all about the landfill. I would love to have a meeting with somebody, all of you, so I can give you my personal opinion about how it's supposed to be done, or how things are going. Thank you."

Ann Knowles, 618 Honrine Road, Clinton, NC - "I'm Ann Knowles. I live at 618 Honrine Road, but more importantly, I'm your Veterans Service Officer and I appreciate the veterans showing up tonight because we are concerned. And I appreciate Mr. Godwin, what you said, Commissioner Godwin. And I know that Mr. Causey, he and I have spoken briefly on it. That park is important to us. All those bricks represent a family. Some of them were killed in service. Some of them died for their service-connected disabilities. And some of them are just the children put a brick out there for their father or their mother and it's their place to come and walk around it and look at it and I find little mementos all the time on the bricks. I found a set of keys with a girl's picture on it, and it was, when I checked into it, tried to find out, those keys was from a sixteen-year-old because her daddy's brick was there and she put a set of keys on it because she had her license. That's meaningful. And I know that our County is always needing funds, I mean, you look at my office. We're always needing funds, but let's don't sell property for money. Let's look at what we can do for the County for the veterans to expand our park. We can't expand our park any. You know, we've got to have property to expand it on. And I will say that now the County does mow the grass. And my Vet Council, I have members from my Vet Council that go out and mow the grass and fertilize it, but the veterans in Sampson

County are the ones that have paid every bit of money for that park. We had a County Manager, Jerry Hobbs, I asked for it, could we do it, he granted us permission, he said but we can't pay. Everything out there has been paid for out of pockets of veterans or their families putting bricks out there for their families. So, please consider how important that park is to the veterans. Thank you."

Darryl Price, 1391 Mt. Moriah Church Road, Clinton, NC - "As Ann has stated how important that park is to us, but I also have another concern. Her office has been shrinking. We get more veterans. Is there any way that we can utilize that building that's there? Because you have a parking lot, we have our space to honor the veterans, and make that a whole Veterans Center, using the building as an office. Could that be considered? I know maybe you might have to renovate a little bit or something like that, but I understand that used to be the Emergency building so some of the wiring and stuff might still be utilized for computers and stuff. Is that a consideration? All right, thank you."

Sherwin Parker, 319 Chesters Road, Roseboro, NC - "I'm probably 800 feet from the landfill. I'm a veteran. I'm a veteran. I have problems with my sinuses. I'm sick all the time. Congestion, I mean, it's pretty much front line. So, I don't know, we've got a problem and it's, anyone that lives there could come in and pretty much say basically the same thing that I'm saying. Can we get some help? We can't breathe. We got a little water, but the problem was when they first dug that real big giant mountain they got now, we lost our water. We came over here. Nothing. Mr. Fisher, that's been how long ago? It's been a long time. So, I mean, we, I don't know, maybe we done something wrong, I don't know but we need some help. All right. Thank you."

### **Adjournment**

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

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R. Jerol Kivett, Chairman

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Stephanie P. Shannon, Clerk to the Board

**RESOLUTION**

**WHEREAS**, Sampson County (the “County”) and Mary Faith King Parker, Individually and as Administrator of the Estate of Emma Smith King, Joseph E. Parker, II, and Lori Beth King (collectively the “Landlord”) have agreed upon a lease, under which the County will lease a one acre portion of certain real property more particularly described herein below for purposes of operating a solid waste container site, for a term beginning on May 1, 2023 and ending on April 30, 2028:

Lying in the Piney Grove Township and BEGINNING at an iron stake set, said iron stake set being located on the center of Secondary Road 1731, also known as the Goshen Church Road, said iron stake set being South 48 degrees 07 minutes 00 seconds West 248.05 feet from an existing iron pipe in the center of Road 1731 and of Road 1725; thence North 48 degrees 07 minutes 00 seconds East 224.95 feet to an iron stake set; thence South 08 degrees 42 minutes 00 seconds East 320.37 feet along the ditch to an iron stake set; thence South 71 degrees 00 minutes 27 seconds West 117.70 feet to an iron stake set; thence North 27 degrees 03 minutes 43 seconds West 230.00 feet along the property of Norwood Oates King, and back to point of BEGINNING, containing one acre, more or less, according to a survey entitled “Giddensville Convenience and Recycling Center” by Owen Surveying of Clinton, North Carolina, dated February 22, 1992, incorporated herein by reference.

Being a portion of the property assigned Sampson County Parcel No. 13-0581480-03 and being known as a portion of the land described in a deed recorded in the Office of the Register of Deeds in Sampson County in Book 985 at Page 781 on February 24, 1982; and

**WHEREAS**, in consideration of leasing the property, the County has agreed to pay Landlord annual rent of \$1,800.00; and

**NOW, THEREFORE, THE SAMPSON COUNTY BOARD OF COMMISSIONERS RESOLVES** that the lease of property described above is hereby approved and the County Manager is authorized to execute any instruments necessary to effectuate the lease of property authorized hereby.

**ADOPTED**, this the 1<sup>st</sup> day of May, 2023.

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

**ATTEST:**

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



**STATE OF NORTH CAROLINA**

**LEASE AGREEMENT**

**COUNTY OF SAMPSON**

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_\_ day of May, 2023 by and between MARY FAITH KING PARKER, individually and in her capacity as Administrator of the Estate of Emma Smith King (Sampson County Estate File No. 22-E-432); JOSEPH E. PARKER, II; and LORI BETH KING (unmarried) (hereinafter collectively referred to as “Landlord”); and SAMPSON COUNTY, a body corporate and politic and a political subdivision of the State of North Carolina (herein after referred to as “Tenant”). Landlord and Tenant may be referred to at times herein individually as a “Party” or collectively as the “Parties”.

**WITNESSETH:**

That in consideration of the rents, covenants, and upon the terms herein set forth, the Landlord lets and leases to the Tenant and the Tenant does hereby accept as tenant of the Landlord that certain tract of land herein more particularly described as the “Premises” together with the appurtenances thereunto belonging including any easements for ingress and egress.

Said lease shall be subject to the following terms and conditions:

(1) PREMISES: Lying in the Piney Grove Township and BEGINNING at an iron stake set, said iron stake set being located on the center of Secondary Road 1731, also known as the Goshen Church Road, said iron stake set being South 48 degrees 07 minutes 00 seconds West 248.05 feet from an existing iron pipe in the center of Road 1731 and of Road 1725; thence North 48 degrees 07 minutes 00 seconds East 224.95 feet to an iron stake set; thence South 08 degrees 42 minutes 00 seconds East 320.37 feet along the ditch to an iron stake set; thence South 71 degrees 00 minutes 27 seconds West 117.70 feet to an iron stake set; thence North 27 degrees 03 minutes 43 seconds West 230.00 feet along the property of Norwood Oates King, and back to point of BEGINNING, containing one acre, more or less, according to a survey entitled “Giddensville Convenience and Recycling Center” by Owen Surveying of Clinton, North Carolina, dated February 22, 1992, incorporated herein by reference.

Being a portion of the property assigned Sampson County Parcel No. 13-0581480-03 and being known as a portion of the land described in a deed recorded in the Office of the Register of Deeds in Sampson County in Book 985 at Page 781 on February 24, 1982.

(2) TERM OF LEASE: The term of this Lease shall be for a period of five (5) years and shall commence on the 1<sup>st</sup> day of May, 2023 and terminate on the 30<sup>th</sup> day of April, 2028 at 11:59 p.m.

(3) RENT: Tenant shall pay Landlord an annual rental of One Thousand Eight Hundred Dollars (\$1,800.00), which shall be made in a single annual payment. The first annual rental payment shall be made on or before June 1, 2023, provided that this Agreement has been executed by Landlord and approved by the Sampson County Board of Commissioners. Each subsequent annual rental payment shall be made on or before May 1<sup>st</sup> of each year thereafter.

(4) PERMITTED USE: The Premises shall be used by the Tenant as a solid waste container site open to members of the general public. Tenant shall be permitted to erect such signage as Tenant shall deem appropriate to facilitate the use of the Premises as a solid waste container site. Landlord shall not restrict the general public's right to access the Premises during the term of this Lease.

(5) TAXES: Landlord shall pay all taxes, including, but not limited to, ad valorem taxes, special assessments, and any other governmental charges, on the Premises.

(6) CASUALTY INSURANCE AS TO THE PREMISES: Landlord may, at Landlord's own cost and expense, keep the Premises insured against loss or damage by fire, vandalism, malicious mischief, and all other risks as may be included in the standard form of extended coverage insurance from time to time available. In the event that Landlord chooses not to keep the Premises insured, Tenant shall have no liability whatsoever to Landlord for any loss or damage to the Premises that would have otherwise been covered by a policy of insurance of the type described in this paragraph, notwithstanding any provision of this Lease to the contrary.

(7) CASUALTY INSURANCE AS TO PERSONAL PROPERTY: Tenant, at its own cost and expense, shall keep all of its personal property and fixtures insured against loss or damage by fire, vandalism, and malicious mischief, and all other risks as may be included in the standard form of extended coverage insurance.

(8) WAIVER OF RIGHTS IN INSURED LOSSES: Tenant and Landlord agree that neither shall be liable to the other for damages to the Premises or to any of the contents thereof, whether owned by Landlord or Tenant, by perils insured against by the Party owning such damaged or destroyed property, except to the extent that such damage is the result of an intentional act of one of the Parties. The Landlord hereby waives any and all rights of recovery from the Tenant, including the right of subrogation, for loss caused by the perils of fire and other perils included in the definition of extended coverage, and the Tenant hereby waives any and all rights of recovery from the Landlord, including the right of subrogation, for loss caused to its personal property by the perils of fire and other perils included in the definition of extended coverage.

(9) LIABILITY INSURANCE: Tenant, at its own expense, shall, for the mutual benefit of Landlord and Tenant, maintain comprehensive general liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the Premises.

(10) REPAIRS AND ALTERATIONS TO PREMISES: Tenant accepts the Premises in its present condition and as suited for the Permitted Use identified in paragraph 4 hereof. Tenant shall maintain in good order and repair the Premises, subject to the provisions of paragraph 12 hereof.

(11) ALTERATIONS: Tenant may make alterations, additions, and improvements to the Premises without prior written consent of the Landlord, provided that the alterations are consistent with the Permitted Use identified in paragraph 4 hereof.

(12) DESTRUCTION OF DAMAGE: Should the Premises be damaged by fire or other casualty, the Tenant may elect in its sole discretion to repair the premises. However, if due to cost or other considerations, Tenant deems in its sole discretion repairs infeasible or impractical, this Lease shall terminate as of the date of the damage, and Tenant shall have no further obligation to Landlord hereunder.

(13) CONDEMNATION: If any part of the Premises is taken under the power of eminent domain by any governmental authority, the Tenant may in its sole discretion elect to terminate this Lease as of the date of such taking, and Tenant shall have no further liability or obligation arising under this lease after said date.

(14) ASSIGNMENT AND SUBLETTING: Tenant may assign and/or sublet the Premises without the Landlord's prior written consent.

(15) DEFAULT: Should Tenant be in default in the payment of rents hereinabove provided, or should it be in default in any other manner under the terms or provisions of this Lease, and fail to cure said default within thirty (30) days of receiving written notice of its default from Landlord, the Landlord may, at its option, but subject to the other provisions herein contained, declare this Lease terminated, and in such event the Landlord shall have the right to re-enter and take possession of the Premises and avail itself of all rights and remedies herein provided or which the law will allow, including recovery from Tenant of all legal costs and reasonable attorney fees incurred by Landlord in the enforcement of its rights and remedies. Nothing herein shall be interpreted as giving Landlord the right to take possession of any personal property or fixtures of Tenant or any third party sublessee.

(16) SURRENDER OF PREMISES: Upon the expiration or other termination of the term of this Lease, Tenant shall quit and surrender the Premises, and shall remove all its property

therefrom, except as otherwise provided in this Lease. Tenant may remove all fixtures installed by the Tenant for conduct of the Permitted Use and also any and all additions, improvements, and alterations, even though they might be construed to be improvements to the real estate, if these improvements can be removed without damage to the Premises.

(17) ENTRY BY LANDLORD: Landlord may enter upon the Premises upon twenty-four (24) hours prior notice at reasonable times for the purpose of inspecting, examining, and repairing the property; provided, however, that, in so doing, Landlord, shall not interfere with the use of the Premises by Tenant and members of the public.

(18) RELATIONSHIP OF THE PARTIES: It is stipulated and agreed that this Lease shall not be construed as creating any partnership or other relationship between the Parties other than that of landlord and tenant.

(19) SEVERABILITY: If any term or provision of this lease or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

(20) BINDING NATURE: The provisions of this Lease Agreement shall be binding on and inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

(21) SURVIVAL: Any provision of this Lease that requires or reasonably contemplates the performance or existence of obligations by a party after expiration or termination hereof shall survive such expiration or termination, regardless of the reason for the expiration or termination.

(22) GOVERNING LAW AND FORUM SELECTION: This Lease shall be governed by and construed under the laws of the State of North Carolina. The exclusive venue for any

litigation arising out of this Lease shall be the General Court of Justice of Sampson County, North Carolina.

(23) AMENDMENTS TO LEASE: This Lease may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(24) NOTICES: All notices required or permitted to be sent by either party to this Lease shall be sent to the following designated address, or to such other address or addresses as may hereinafter be designated by either Party by overnight courier or by mailing written notice by certified mail, return receipt requested as follows:

Landlords

Mary Faith King Parker, Individually and as  
Administrator of the Estate of Emma Smith King  
Joseph E. Parker, II  
104 Fox Lake Dr.  
Clinton, NC 28328

Lori Beth King  
740 Goshen Church Rd.  
Faison, NC 28341

Tenant

Sampson County  
Attn: County Manager  
406 County Complex Rd., Bldg. C  
Clinton, NC 28328

(25) ANNUAL APPROPRIATIONS: This Lease is subject to the annual appropriation of funds by the Sampson County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for the lease of the property described herein, the County will be entitled to immediately terminate this Lease, without penalty or liability, except the payment of all amounts due under Lease up to and through the date of termination.

(26) NO THIRD-PARTY BENEFICIARIES: This Lease is not intended for the benefit of any third party. The rights and obligations contained herein belong to the Parties hereto, and this Lease shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

(27) NON-WAIVER OF IMMUNITY: The Parties agree that nothing herein shall be construed to waive the Tenant's defense of governmental immunity from any cause or action alleged or brought against the Tenant by any third party.

IN TESTIMONY WHEREOF, the parties hereto have executed this Lease Agreement in duplicate originals, the day and year first above written.

**LANDLORD**

\_\_\_\_\_(SEAL)  
MARY FAITH KING PARKER, Individually and  
as Administrator of the Estate of Emma Smith King

\_\_\_\_\_(SEAL)  
JOSEPH E. PARKER, II

\_\_\_\_\_(SEAL)  
LORI BETH KING

**TENANT**

SAMPSON COUNTY

By: \_\_\_\_\_  
Edwin W. Causey,  
County Manager

Attest:

\_\_\_\_\_  
Stephanie P. Shannon, Clerk

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

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

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

I, \_\_\_\_\_, a Notary Public in and for the said County and State, do hereby certify that MARY FAITH KING PARKER, individually and as Administrator of the Estate of Emma Smith King, JOSEPH E. PARKER, II, and LORI BETH KING, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

This the \_\_\_\_ day of \_\_\_\_\_, 2023, personally came before me Stephanie P. Shannon, Clerk of the Sampson County Board of Commissioners, who being duly sworn, states that she knows the common seal of the said County of Sampson, and she is acquainted with Edwin W. Causey, who is the County Manager of Sampson County, and that she, the said Stephanie P. Shannon, is the Clerk to the Board of Commissioners of said County and saw the said County Manager sign the foregoing instrument, and she, the said Clerk, as aforesaid, affixed said seal to said instrument, and that she, the said Clerk signed her name in attestation of the execution of said instrument in the presence of the said County Manager of said County.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_





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

***MEMORANDUM***

**TO:** Board of Commissioners

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

**DATE:** April 20, 2023

**SUBJECT:** Lottery Funds Applications for Debt Payments

Attached please find our application for lottery funds to reimburse the County for the debt payments on the school buildings.

We respectfully request that the Board approve the applications.

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

County: Sampson

Contact Person: David K. Clack

LEA: 820 Sampson County

Title: Finance Officer

Address: 406 County Complex Rd, Clinton, NC

Phone: 9105927181

Project Title: 2006 COPs Issue School Construction

Location: Clinton, NC 28328

Type of Facility: New Union and Midway High Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Debt payment of \$55,060,000 Certificates of Participation issued November 2006 Refunded in FY 2017-2018 Debt payment FY 22-23

Estimated Costs:

Purchase of Land _____	\$ _____	
Planning and Design Services _____	_____	
New Construction _____	_____	
Additions / Renovations _____	_____	
Repair _____	_____	
Debt Payment / Bond Payment _____		830,000.00
<b>TOTAL _____</b>	<b>\$ _____</b>	<b>830,000.00</b>

Estimated Project Beginning Date: \_\_\_\_\_ Est. Project Completion Date: \_\_\_\_\_

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 830,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

\_\_\_\_\_  
(Signature — Chair, County Commissioners)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature — Chair, Board of Education)

\_\_\_\_\_  
(Date)

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

County: Sampson

Contact Person: David K. Clack

LEA: 821 Clinton City

Title: Finance Officer

Address: 406 County Complex Rd, Clinton, NC

Phone: 9105927181

Project Title: USDA Loan Clinton High School

Location: Clinton, NC 28328

Type of Facility: New Clinton High School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Debt payment of USDA Community Facilities Loan issued July 2006 refunded FY 2017-2018 Debt payment FY 22-23

Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		_____
Repair	_____		_____
Debt Payment / Bond Payment	_____		650,000.00
<b>TOTAL</b>	_____	<b>\$</b>	<b>650,000.00</b>

Estimated Project Beginning Date: \_\_\_\_\_ Est. Project Completion Date: \_\_\_\_\_

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 650,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

\_\_\_\_\_  
(Signature — Chair, County Commissioners)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature — Chair, Board of Education)

\_\_\_\_\_  
(Date)

**RESOLUTION**

**WHEREAS**, Sampson County and the North Carolina State Employees’ Credit Union (the “SECU”) have agreed upon a lease, under which the SECU will lease a 20 ft. by 24 ft. portion of County owned land, for a term beginning on May 1, 2023 and ending on April 30, 2025; and

**WHEREAS**, in consideration of leasing the property, the SECU has agreed to install, repair, and/or maintain an automated teller machine (“ATM”) installation and operation and pay annually rent of \$2,400.00; and

**WHEREAS**, North Carolina General Statutes § 160A-272 authorizes the County to enter into leases of up to 10 years upon resolution of the Board of Commissioners adopted at a regular meeting after thirty (30) days’ public notice; and

**WHEREAS**, the required notice has been published and the Board of Commissioners is convened in a regular meeting;

**NOW, THEREFORE, THE SAMPSON COUNTY BOARD OF COMMISSIONERS RESOLVES:**

The Board of Commissioners hereby approves lease of the County property described above to the SECU for a term commencing on May 1, 2023 and ending on April 30 2025, and directs the County Manager to execute any instruments necessary to effectuate the lease of property authorized hereby.

**ADOPTED**, this the 1<sup>st</sup> day of May, 2023.

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

**ATTEST:**

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

**PUBLIC NOTICE  
LEASE OF COUNTY PROPERTY**

Sampson County has been offered \$100.00 per month to lease out for an automated teller machine (ATM) installation and operation a 20 ft. by 24 ft. portion of County owned land located on County Complex Rd., Clinton, NC 28328 in the parking lot is bounded on the North by 406 County Complex Rd., on the West by 437 Rowan Rd., and on the South by Rowan Rd., being a portion of Sampson County tax parcel designated as PIN# 012088222212.

The County intends to lease the property to the North Carolina State Employees' Credit Union (SECU) for a term of beginning on May 1, 2023 and ending on April 30, 2025; In consideration of the lease, SECU will install, repair and/or maintain an ATM and will pay the County total rent of \$2,400.00. The proposed lease, which includes additional detailed terms, may be viewed and a copy obtained at the County Administration Building, located at 406 County Complex Rd., Bldg. C, Clinton, NC 28328.

All persons interested in this lease are invited to attend the regular meeting of the Sampson County Board of Commissioners, to be held in the County Auditorium, located at 437 Rowan Rd., Clinton, NC 28328, on Monday, May 1, 2023. At that time the Board of Commissioners intends to authorize by resolution the lease of the property described above.

North Carolina

Sampson County

## LEASE AGREEMENT

This lease agreement, made and entered into this 1st day of May, 2023 by and between, Sampson County, a body corporate and politic and a political subdivision of the State of North Carolina, hereinafter referred to as "Lessor"; and State Employees' Credit Union, a North Carolina credit union, hereinafter referred to as "Lessee."

### WITNESSETH:

That, subject to the terms and conditions hereinafter set out, Lessor does hereby let and lease unto Lessee, and Lessee does hereby accept as tenant of Lessor that certain tract or parcel of land located at 406 County Complex Rd., Clinton, North Carolina 28328, and as more fully described and/or depicted in Exhibit A (the "Leased Premises").

The terms and conditions of this Lease Agreement are as follows:

- 1) The term of this Lease Agreement shall commence on the 1st day of May, 2023 and end on the 30th day of April, 2025 unless sooner terminated under the other provisions of this Lease Agreement.
- 2) As rental for the Leased Premises, Lessee shall pay to Lessor the sum of One Hundred Dollars (\$100.00) per month, payable monthly in advance on the first day of each calendar month. Rental payments will be payable to County of Sampson and sent to the following address: 406 County Complex Rd., Clinton, NC 28328.
- 3) Lessee shall use and occupy the premises for the purpose of constructing and operating a kiosk ATM, and Lessee shall have exclusive control and possession of the Leased Premises for the entire term of this Lease Agreement.
- 4) Lessor shall be responsible for the maintenance and upkeep of the sidewalk, roads, parking lots, and landscaping surrounding the ATM structure. Lessee will be responsible for the construction of the ATM and any necessary upkeep, repairs, and maintenance of the ATM during the term of this Lease Agreement. Upon termination of the Lease Agreement, Lessee will be responsible for removing the ATM and the structure from the "Leased Premises" and will restore the premises back to substantially the same condition as existed prior to the installation of the ATM.
- 5) During the term of this Lease Agreement, Lessee shall maintain comprehensive general liability insurance on an occurrence basis with minimum limits of liability in the amount of Three Hundred Thousand Dollars (\$300,000.00) for property damage, bodily injury, personal injury or death to any one person; Lessee shall also maintain excess liability coverage with a per occurrence limit of at least One Million Dollars (\$1,000,000.00); and Lessee shall keep the kiosk structure on the Leased Premises together with the equipment in the structure insured against loss or damage by fire or other casualties.
- 6) Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful or hazardous purpose.

- 7) Lessor shall pay prior to delinquency all taxes and assessments of every kind and nature which may be imposed or assessed upon or with respect to the Leased Premises.
- 8) If the Leased Premises are wholly or partially destroyed by fire or other casualty, rental payments shall abate in proportion to the loss of use thereof, and Lessee shall, at its own expense, promptly restore the Leased Premises to substantially the same condition as existed before damage or destruction, whereupon full rental shall resume. Should Lessee elect not to repair or replace the ATM, then Lessee shall provide to Lessor at least thirty (30) days written notice of its intent to terminate this Lease Agreement. Upon such termination, Lessee shall restore the premises to substantially the same condition as existed prior to the installation of the ATM. After the premises are restored, Lessee and Lessor shall not have any responsibility to each other under the terms of the Lease Agreement.
- 9) If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for use contemplated hereby, shall be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemnor, and rental payments shall be accounted for as between Lessor and Lessee as of that date.
- 10) All applications in connection with necessary utility services on the Leased Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for electricity, gas, and telephone/data services.
- 11) Lessee is hereby granted exclusive control of the Leased Premises, and Lessor shall not, except negligence or misconduct on the part of Lessor, its agents, or employees, be liable for any injury or damages to any property or to any person on or about the Leased Premises nor for any injury or damage to any property of Lessee. Lessee shall defend, indemnify and hold harmless Lessor from and against any claims, damages, or expenses (including reasonable attorney's fees), whether due to damage to the Leased Premises, claims for injuries to persons or property, or administrative or criminal action by governmental authority, where such claims, damages, or expenses result from the negligence or misconduct by Lessee, its agents, or employees.
- 12) It is expressly understood and agreed that if any monthly installment of rent as herein called for shall remain overdue and unpaid for thirty (30) days, Lessor may, at its option, at any time during such default, declare this Lease Agreement terminated and canceled and take possession of the Leased Premises, and require the Lessee to remove the structure from the premises and restore the Leased Premises back to substantially the same condition as existed prior to the installation of the ATM.
- 13) If Lessee shall pay the rent and perform and observe all the other covenants and conditions to be performed and observed by it hereunder, Lessee shall at all times during the term hereof have the peaceable and quiet enjoyment of the premises without interference from Lessor or any person lawfully claiming through Lessor.

14) All notices provided for in this Lease Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail addressed to Lessor at:

County of Sampson  
Attn: County Manager  
406 County Complex Rd., Building C  
Clinton, NC 28328

and to Lessee at:

State Employees' Credit Union  
Attn: SVP, Facilities Management  
P.O. Box 26807  
Raleigh, NC 27611

15) This Lease Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina without regard to any conflict of laws provisions.

16) This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. In addition, this Lease Agreement may be assigned by Lessee, upon Lessor's prior written consent, to a third party that is regularly in the business of operating ATMs.

17) This Lease Agreement contains the complete agreement of the parties regarding the terms and conditions of the lease of the premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest or assigns.

18) If any provision of this Lease Agreement shall be declared invalid or unenforceable, the remainder of this Lease Agreement shall continue in full force and effect.

19) Nonperformance of either party, except for any payment obligations, shall be excused to the extent that performance is rendered impossible by strikes or other labor problems, fire, flood, civil unrest, pandemics, acts of terror, war, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK***



In testimony whereof, the parties have caused this Lease Agreement to be executed as of the day and year first above written.

Lessor:  
County of Sampson

By: \_\_\_\_\_  
Name: Edwin W. Causey  
Title: County Manager

North Carolina:  
Sampson County:

This is the \_\_\_\_ day of May, 2023, before me, Stephanie P. Shannon, a Notary Public, personally came Edwin W. Causey, who, being duly sworn, says that he is the County Manager of the foregoing entity and that the foregoing was signed and sealed by him on behalf of the said entity by its authority duly given, and acknowledged the said writing to be the act and deed of said entity.

Witness my hand and notarial seal, this \_\_\_\_ day of May, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

Lessee:  
State Employees' Credit Union

By: \_\_\_\_\_  
J. Michael Banks  
SENIOR VICE-PRESIDENT,  
PROPERTY MANAGEMENT

North Carolina:  
Wake County:

This the \_\_\_\_ day of May, 2023, before me, \_\_\_\_\_ a Notary Public, personally came J. Michael Banks, who, being duly sworn, says that he is Senior Vice-President, Property Management of State Employees' Credit Union and the said writing was signed and sealed by her on behalf of the said credit union by its authority duly given and the Senior Vice-President, Facilities Services acknowledged the said writing to be the act and deed of said credit union.

Witness my hand and notarial seal, this the \_\_\_\_ day of May, 2023.

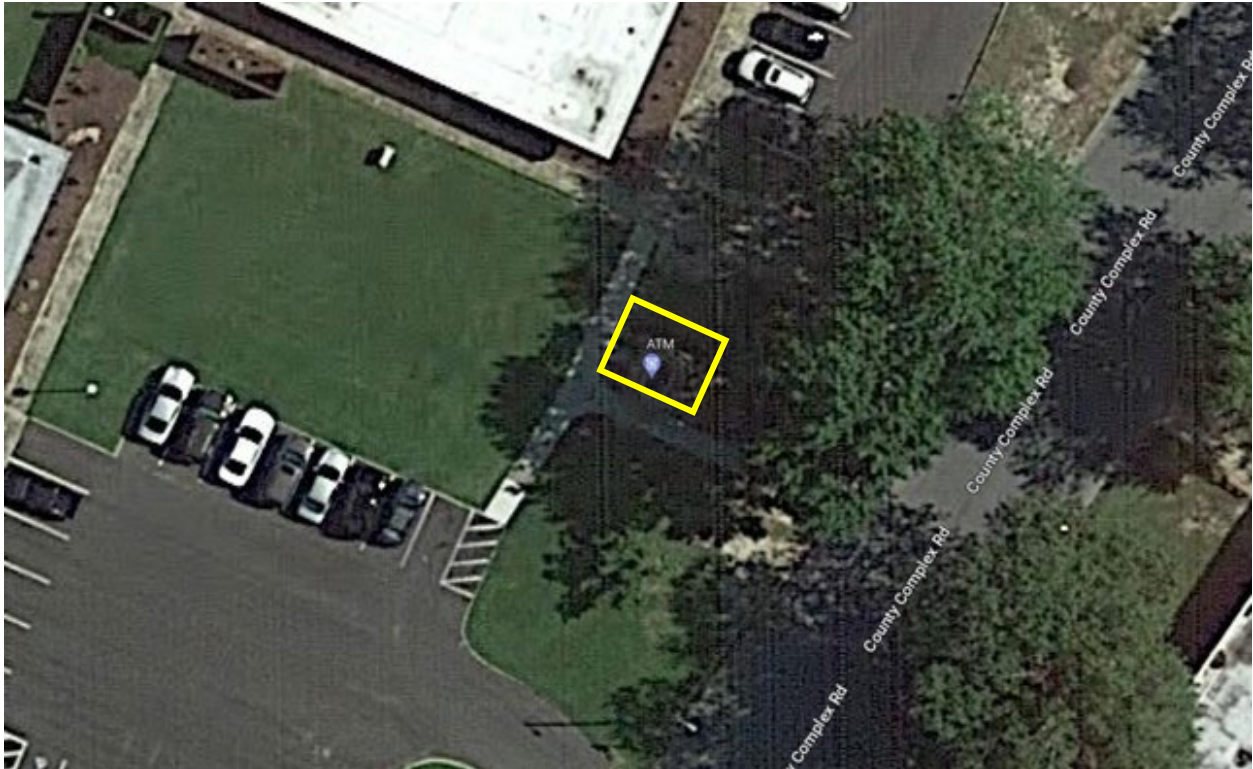
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**Exhibit A**

**A 20 ft. by 24 ft. portion of Sampson County Parcel No. 12-0882222-12 located at 414 County Complex Rd., Clinton, NC 28328 at the site of the existing SECU ATM kiosk.**



**JOINT RESOLUTION OF THE SAMPSON COUNTY BOARD OF COMMISSIONERS  
AND SAMPSON COUNTY WATER & SEWER DISTRICT II BOARD OF DIRECTORS**

**WHEREAS**, Sampson County, Sampson County Water & Sewer District II, and the Town of Newton Grove have negotiated the terms of a Bulk Water Purchase and Temporary Assignment Agreement, a copy of which is included in the Sampson County Board of Commissioners’ May 1, 2023 agenda materials and incorporated herein by reference; and

**WHEREAS**, the Sampson County Board of Commissioners wishes to authorize its Chairman, R. Jerol Kivett, to execute and deliver a Bulk Water Purchase and Temporary Assignment Agreement substantially similar to the Agreement included in the Sampson County Board of Commissioners’ May 1, 2023 agenda materials on behalf of Sampson County, thereby contractually binding Sampson County; and

**WHEREAS**, the Board of Directors of Sampson County Water & Sewer District II wishes to authorize its Chairman, R. Jerol Kivett, to execute and deliver a Bulk Water Purchase and Temporary Assignment Agreement substantially similar to the Agreement included in the Sampson County Board of Commissioners’ May 1, 2023 agenda materials on behalf of Sampson County Water & Sewer District II, thereby contractually binding the District, and to execute a Temporary Assignment of Easement in form acceptable to the Sampson County Attorney; and

**NOW, THEREFORE, BE IT RESOLVED** that R. Jerol Kivett, Chairman of the Sampson County Board of Commissioners and the Board of Directors of Sampson County Water & Sewer District II, is hereby authorized to execute and deliver to the Town of Newton Grove on behalf of Sampson County and Sampson County Water & Sewer District II a Bulk Water Purchase and Temporary Assignment Agreement substantially similar to the Agreement included in the Board of Commissioners’ May 1, 2023 agenda materials and a Temporary Assignment of Easement in form acceptable to the Sampson County Attorney.

**ADOPTED**, this the 1<sup>st</sup> day of May, 2023.

---

R. JEROL KIVETT, Chairman,  
Sampson County Board of Commissioners and  
Sampson County Water & Sewer District II

**ATTEST:**

---

STEPHANIE P. SHANNON,  
Clerk to the Sampson County Board of Commissioners and  
the Board of Directors of Sampson County Water & Sewer District II

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

**BULK WATER PURCHASE AND TEMPORARY ASSIGNMENT AGREEMENT  
BETWEEN SAMPSON COUNTY, SAMPSON COUNTY WATER & SEWER DISTRICT  
II, AND THE TOWN OF NEWTON GROVE**

THIS BULK WATER PURCHASE AND TEMPORARY ASSIGNMENT AGREEMENT (the “Agreement”) is made and entered into effective the 1st day of May, 2023 (the “Effective Date”), by and between Sampson County, a body corporate and politic and a political subdivision of the State of North Carolina (the “County”) and Sampson County Water & Sewer District II (the “District”), a corporate body existing under and by virtue of the laws of the State of North Carolina, the parties of the first part; and The Town of Newton Grove, a body politic and corporate and a political subdivision of the State of North Carolina (the “Town”), the party of the second part. The County, the District, and the Town may be referred to at times herein individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the County and the District operate and manage water supply and distribution facilities located within their boundaries, and the County has established a Department of Public Works for the purpose of operating and managing the facilities and systems; and

WHEREAS, the Town operates and manages water supply and distribution facilities located within its boundaries, and has established a Water/Sewer Department for the purpose of operating and managing the facilities and systems; and

WHEREAS, the Town desires to acquire a supplemental supply of potable water with low disinfection byproducts formation potential from the County; and

WHEREAS, the District has an easement over, across, and upon certain real property more particularly described herein below for the limited purpose of installing and maintaining a water booster pump site; and

WHEREAS, N.C. Gen. Stat. § 160A-312 authorizes the Town to acquire, construct, establish, enlarge, improve, maintain, own, and operate any public enterprise outside its corporate limits, within reasonable limitations; and

WHEREAS, the Town wishes for the District to temporarily assign its water booster pump site easement to the Town so that the Town may take over the operation of the water booster pump site, and the District wishes to temporarily assign its easement to the Town; and

WHEREAS, the County, the District, and the Town have reached an agreement for the sale and purchase of potable water; the temporary assignment of the District’s water booster pump site

easement; and the allocation of the respective responsibilities of the Parties for maintenance and capital costs, and the Parties desire to set forth the terms and conditions of their Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits, representations, and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the above Recitals and agree as follows:

### I. Purpose.

The Purpose of this Agreement is to set forth the understandings and agreements of the Parties regarding:

- (a) The purchase of potable water by the Town from the County and the District;
- (b) The temporary assignment by the District to the Town of its easement in and to the water booster pump site more particularly described herein below.
- (c) The responsibilities of the Parties for capital costs and operational and maintenance costs required for the water supply.

### II. Purchase of Potable Water.

- (a) The County and the District agree to sell and the Town agrees to purchase, during the term of this Agreement, potable treated water meeting standards of quality as detailed herein.
- (b) The Town has elected not to pay a minimum average daily usage charge in order to secure a minimum allotment of water capacity and, therefore, will not be guaranteed any specific level of capacity from the County/District Water System. Water will be provided to the Town as it is available in the County and District's discretion.

### III. Quality of Delivered Water.

Water supplied by the County and the District to the Town shall meet all federal and state standards. Furthermore, the secondary disinfectant of the supply shall be free chlorine, and total trihalomethane and haloacetic acid concentrations at the points of delivery shall not exceed forty percent (40%) of maximum federal limits.

### IV. Delivery and Billing for Service.

- (a) All water furnished under this Agreement shall be metered at the metering points designated on Exhibit "A", which is attached hereto and incorporated herein by reference, and said metering points shall be constructed, maintained, and replaced

(when needed) by the District. The County shall perform calibration testing from time to time but at least every two (2) years, and shall provide the results to the Town within ten (10) days of receiving testing results. The District shall provide the Town complete access to the metering points, including the right to install supervisory control and data acquisition equipment at each metering station.

- (b) The meters serving the Town shall be read by the County on a monthly basis.
- (c) If the County is unable to read meter(s) for any reason, the use may be estimated by the County on the basis of average usage by the Town during the preceding six (6) months of billing periods for which readings were obtained. Bills rendered on the basis of such estimates shall be as valid as if made from actual meter readings.
- (d) The term “month” or “monthly” refers to the interval(s) transpiring between the previous meter reading date and the current meter reading date, and bills shall be rendered accordingly.
- (e) The County’s monthly bills for water services shall be rendered to the Town as computed by multiplying the flow of water to the Town expressed in thousand (K) gallons, by the rate per thousand (K) gallons. The rate per thousand (K) gallons shall be \$2.10 per thousand (K) gallons for all water purchased. However, during the term of this Agreement and any extensions or renewals thereof, the County and the District shall have the right to increase the bulk rate for water based upon the water production, operational, and maintenance costs of the County/District Water System, provided, however, that the bulk rate for water shall not be increased during the first three (3) years of this Agreement and thereafter may be increased no more frequently than once every two (2) years. The County and the District shall provide the Town with notice of any increase in the bulk rate of water at least sixty (60) days prior to the effective date of said increase.
- (f) All billings shall be made by the County by the thirtieth (30<sup>th</sup>) day of each month and paid by the Town within thirty (30) days of the billing date. A late payment charge of one-and-a-half percent (1.5%) per month shall be applicable to all bills rendered by the County for all amounts not paid within thirty (30) days of the billing date. Should the Town fail to pay the monthly water bills when due and payable, the County and the District may suspend water services, provided that they shall give the Town written notice of intent to suspend services, delivered to the Town by hand or certified mail, return receipt requested to the designated parties as set forth in Paragraph XVI of this Agreement, and shall allow the Town thirty (30) days from the date of such notice to make payment.

V. Temporary Assignment of Easement.

- (a) The District currently possesses an easement over, across, and upon certain real property for the limited purpose of installing and maintaining a water booster pump site. The District has constructed such a water booster pump site, which lies on the

0.07 acre easement area identified on that certain map of survey entitled “Sampson County Water Booster Pump Site South of Newton Grove” by Owen Surveying, Inc., said survey being attached as Exhibit “A” to that certain Easement recorded in Book 1545, Page 324 of the Sampson County Registry (the “Water Booster Pump Site”). The Water Booster Pump Site is more commonly referred to as 15190 Hobbton Hwy., Newton Grove, NC 28366. To the extent permissible under the terms of said Easement, the District shall temporarily assign all of its right, title, and interest in and to the Water Booster Pump Site to the Town for a period of five (5) years. The District shall retain the right to enter upon the Easement for purposes of reading and maintain the metering point referenced in Exhibit “A”. (The Parties will endeavor to obtain on the temporary assignment the signature(s) of the Grantor or successor(s)-in-interest to the Grantor of the District’s easement.) However, to the extent that said assignment is later found (i) to violate the terms of any federal regulation or loan or (ii) to be contrary to the grant of easement contained in the Easement referenced herein above, the Town covenants and agrees that it shall execute any and all instruments required to terminate said assignment without payment of consideration by the District or the County.

- (b) To the extent that this Agreement is renewed by the Parties, the assignment of the Water Booster Pump Site may be renewed for a like renewal term.
- (c) Prior to assignment of the Water Booster Pump Site, the District shall repair the current generator that services the Water Booster Pump Site, provided that the repair costs shall not exceed \$25,000.00. Thereafter, the Town shall accept the Water Booster Pump Site “as is” and “with all faults,” and the Town shall be responsible for all maintenance costs and repairs related to the operation of the Water Booster Pump Site during the term of any temporary assignment thereof by the District.

VI. Payment of All Other Maintenance and Capital Costs.

- (a) The District shall be responsible for payment of all maintenance and capital costs (not related to the Water Booster Pump Site) for water infrastructure within the County/District Water System, as well as the meters identified in Paragraph IV(a) above.
- (b) The Town shall be responsible for payment of all maintenance and capital costs for water infrastructure within the Town Water System, as well as maintenance and capital costs related to the Water Booster Pump Site during the term of any temporary assignment thereof by the District.

VII. Continuance of Service.

The County and the District shall use reasonable diligence to provide uninterrupted water production and distribution services to the Town. However, neither the County nor the District shall be liable to the Town or any consumer purchasing service through the Town



for damage(s) arising out of or caused by, directly or indirectly, forces beyond its control, including, but not limited to, acts of God, fire, drought, flood, storm, earthquake, war, rebellion, insurrection, riot, terrorism, and any rules, regulations, or orders issued by any governmental authority. Furthermore, neither the County nor the District shall be liable to the Town or any consumer purchasing service through the Town for damage(s) for failure in, temporary interruptions to, or temporary suspension of water production or distribution service. The County and the District reserve the right to suspend service, without liability on their part, at such time and for such period and in such manner as reasonably necessary for the purpose of making adjustments to, changes in, or repairs to the infrastructure and facilities for which it is responsible, provided that the County and the District shall make reasonable efforts to minimize any suspension of service.

VIII. Waiver and Indemnity.

- (a) To the fullest extent allowed by law, the County and the District assume responsibility for and shall hold harmless, defend and indemnify the Town against all liability, claims, judgments, losses, costs, and expenses (including reasonable attorneys fees), for any and all injury, loss, or damage to persons or property, including fines by any Federal or State agency and also including personal injury or property damage to the Town, its employees, customers, tenants, and citizens on account of, or in any way arising out of, the design, construction, maintenance and operation of water utility infrastructure owned and constructed by the County and/or the District to carry out the purposes of this Agreement. However, the provisions of this Paragraph VIII(a) shall not be deemed a waiver of the limitation of the County and District's liability set forth in Paragraph VII of this Agreement.
- (b) To the fullest extent allowed by law, the Town assumes responsibility for and shall hold harmless, defend and indemnify the County and the District against all liability, claims, judgments, losses, costs, and expenses (including reasonable attorneys fees) for any and all injury, loss, or damage to persons or property, including fines by any Federal or State agency, and also including personal injury or property damage to the County and/or the District, their employees, customers, tenants, and citizens on account of, or in any way arising out of the design, construction, maintenance and operation of water utility infrastructure owned and constructed by the Town to carry out the purposes of this Agreement.
- (c) No Party shall be responsible to indemnify any other against bodily injury or property damage to the extent that such damages are caused by the negligence of another Party, including the other Party's employees and agents. Each Party shall notify the other in writing of any claim for indemnification hereunder, and shall describe in such notice the nature and cause of the claim. The Party against whom the claim is asserted shall be allowed a reasonable time and opportunity to cure, mitigate, defend and otherwise address the claim.

IX. Transfer or Assignment.

The covenants and agreements contained in this Agreement are specifically binding on the Parties hereto and may not be transferred or assigned to any other party or parties without the express written consent of the non-transferring and/or non-assigning Party, which consent shall not be unreasonably withheld.

X. Mediation.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by a Party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.C. Gen. Stat. § 7A-38.1(c), except as specifically provided otherwise herein. The County and District shall pay one-half of the mediator's fee and any filing fees, and the Town shall pay one-half of the mediator's fee and any filing fees. The mediation shall be held in Sampson County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XI. Governing Law.

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

XII. Entire Agreement.

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument signed by the County, the District, and the Town.

XIII. No Third Party Beneficiaries.

Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against the County, the District, or the Town.

XIV. Severance Clause.

In the event any provision of this Agreement is adjudged to be unenforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

XV. Term of Agreement.

The term of this Agreement shall be for a term of five (5) years. Any Party, in addition to all other legal remedies, may terminate this Agreement for cause for any material default or breach of this Agreement, provided that the non-breaching Party shall provide written notice to the breaching Party of any proposed termination and the cause thereof, and the breaching Party shall have thirty (30) days from the receipt of such notice to cure the

alleged breach. Furthermore, any Party may terminate this Agreement without cause by giving the other Party or Parties written notice of the terminating Party's intent to terminate at least six (6) months prior to the effective date of said termination.

XVI. Notices.

All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below or (b) after being received at the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested:

Sampson County  
Attn: County Manager  
406 County Complex Rd., Bldg. C  
Clinton, NC 283238

The Town of Newton Grove  
Attn: Mayor  
304 W. Weeksdale St. / P.O. Box 4  
Newton Grove, NC 28366

Sampson County Water & Sewer District II  
Attn: Sampson County Manager  
406 County Complex Rd., Bldg. C  
Clinton, NC 28328

Any Party to this Agreement may change its designated person or designated address at any time and from time to time by giving notice of such change to the other.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.**

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,  
Sampson County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Stephanie P. Shannon, Clerk

SAMPSON COUNTY WATER & SEWER DISTRICT II

By: \_\_\_\_\_  
R. Jerol Kivett, Chairman,  
Board of Directors

ATTEST:

\_\_\_\_\_  
Stephanie P. Shannon, Clerk

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

\_\_\_\_\_  
David Clack, Finance Officer

TOWN OF NEWTON GROVE

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

ATTEST:

\_\_\_\_\_  
Amanda Bradshaw, Clerk

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

\_\_\_\_\_  
Finance Officer

## **EXHIBIT “A”**

The metering point is located in the Booster Pump Station located at 15190 Hobbton Hwy., Newton Grove, NC 28366.

**RESOLUTION SUPPORTING THE CELEBRATION OF JUNETEENTH**

**WHEREAS**, Juneteenth has been designated an official federal holiday; and

**WHEREAS**, Juneteenth marks a day more than two years after the Emancipation Proclamation went into effect, when Union General Gordon Granger arrived in Galveston, Texas on June 19, 1865 to announce the Confederacy had surrendered two months earlier and enslaved Black people were free; and

**WHEREAS**, Juneteenth is celebrated annually on June 19 to commemorate the emancipation of enslaved Black people in the United States; and

**WHEREAS**, it is important to recognize and appreciate all of our country's history; and

**NOW, THEREFORE, THE SAMPSON COUNTY BOARD OF COMMISSIONERS RESOLVES:**

That it understands that Juneteenth has been established as a federal holiday; and that it supports the continued county-wide celebration of Juneteenth to provide an opportunity for the people of Sampson County to learn more about the past and better understand the experiences that have shaped Sampson County, North Carolina, and the United States.

**ADOPTED**, this the 1<sup>st</sup> day of May, 2023.

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

**ATTEST:**

---

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

**Sampson County Schools  
2022-2023 Capital Outlay - Budget Amendment 1**

\*Requesting to move current Capital funds leftover from 2 projects at Hobbs High. The projects ended up not costing as much money as we initially thought. Lakewood High is in desperate need of a sound system on their football field before football season begins in the fall. At the end of this past season, Mr. Goode was having to use a bullhorn to make announcements. Their system is very old and outdated and cannot be repaired.

Fund	Purpose	Program	Object	Location	User 1	User 2	Description	Beginning Budget/Balance	Budget Adjustments	Current Budget/Balance	
4	9122	077	532	354	000	01	MMS-FENCE REPAIRS	\$2,500.00	(\$2,500.00)	\$0.00	Used Operating Budget
4	9123	077	541	000	000	02	CENTRAL OFFICE FURNITURE	\$0.00	\$12,977.77	\$12,977.77	Replace Central Office Lobby Furniture
4	9123	077	541	349	000	00	LHS FOOTBALL STADIUM SPEAKERS	\$0.00	\$23,744.66	\$23,744.66	Replace Speakers at LHS Football Field
4	9123	077	532	348	000	00	CATCH BASIN IN PARKING LOT	\$25,000.00	(\$6,368.61)	\$18,631.39	Estimates are coming in lower than expected
4	9123	077	528	348	000	02	TEAR DOWN KWANZA HUT	\$22,000.00	(\$19,872.00)	\$2,128.00	Savings
4	9123	077	528	000	000	00	CARPET IN CENTRAL OFFICE	\$13,000.00	(\$1,981.82)	\$11,018.18	Savings
4	9123	077	528	348	000	00	INSTALL NEW ROOF DRAINS	\$6,000.00	(\$6,000.00)	\$0.00	ESSER funds used along with roof repair
<b>Total</b>								<b>\$68,500.00</b>	<b>\$0.00</b>	<b>\$68,500.00</b>	

Passed by majority vote of the Board of Education of Sampson County on the 28th Day of March, 2023.

We, the Board of County Commissioners of Sampson County, hereby approve the Capital Outlay Budget as indicated above and have made entry of this budget on the minutes of said Board, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

*D. B. W.*  
Chair, Board of Education

*[Signature]*  
Secretary, Board of Education

\_\_\_\_\_  
Chairman, Board of Commissioners

\_\_\_\_\_  
County Manager

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer  
 SUBJECT: Budget Amendment for fiscal year 2022-2023

1. It is requested that the budget for the Clinton City Schools SCE be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
26659100-581001	Transfer to City schools	75,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
26031840-412000	Ad valorem taxes current	75,000.00	

2. Reason(s) for the above request is/are as follows:  
 To increase budget to reflect additional funds expected to be received and paid to City Schools.

*David K. Clack*

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

4/20/2023

*David K. Clack*

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

*Evan W. G...*

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

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



**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: Kelsey Edwards

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 Library Department  
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11761100-544200	Cultural Programs	\$878	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11761100-408401	Donations	663.00	
11761100-408930	Discard Sale	215.00	

2. Reason(s) for the above request is/are as follows:  
To reallocate Discard sale funds and donation funds for purchasing.

Kelsey R Edwards 4/14/23  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

4/20, 2023  
Dan H. Hill  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
Sean W. G.  
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

April 14, 2023

FROM: Dana Hall, Director of Aging

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>
02558790-526200	INFO/CASE ASST - DEPT SUPPLIES	\$ 1,333.00	
02558790-544000	INFO/CASE ASST - CONTRACTED SERVICES	\$ 2,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035879-403602	INFO/CASE ASST - HEALTH PROMOTION	\$ 3,333.00	

2. Reason(s) for the above request is/are as follows:  
To budget Health Promotion Funding for FY 22-23.

Dana Hall  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

4/20, 2023  
Dana Hall  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

\_\_\_\_\_, 20\_\_\_\_  
Sean W. G.  
(County Manager & Budget Officer)

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

April 11, 2023

FROM: Dana Hall, Director of Aging

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>
02558670-525000	HR-Construction/Repairs- United Way	\$ 3,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035867-403602	Grant United Way	\$ 3,000.00	

2. Reason(s) for the above request is/are as follows:  
To budget for 1st and 2nd quarter funding.

Dana Hall  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

4/20, 2023

[Signature]  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

[Signature]  
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: Anna Ellis

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 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>
11243800-526200	DEPARTMENTAL SUPPLIES	2,600.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034380-408401	Donations	2,600.00	

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

Anna Ellis  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. \_\_\_\_\_, 2023

Paul H. Goff  
(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:

3/30/2023

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 IMMUNIZATIONS Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551260-523902	MEDICAL SUPPLIES PVT VACCINES	44,012.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535160-404079	LOCAL-INSURANCE	35,718.00	
12535160-404081	LOCAL-OTHER FEES	4,456.00	
12535160-404083	TXIX FEES	3,838.00	

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

TO ALLOCATE ADDITIONAL INSURANCE, LOCAL AND MEDICAID REVENUES  
TO PURCHASE PRIVATE VACCINES NEEDED FOR PROGRAM

Wanda Robinson  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

4/20, 2023

Dal H. Lee  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

Eden W. Lee  
(County Manager & Budget Officer)

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

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

10150

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

YEAR	
<u>2022</u>	\$ <u>141.83</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 141.83

These taxes were assessed through clerical error as follows.

Bill # 0067753212  
Plate # MAR NMOM  
Plate Turn In - Sold  
2020 DODG CP

600 County Tax 126.50  
School Tax \_\_\_\_\_  
F19 Fire Tax 15.33  
City Tax \_\_\_\_\_  
TOTAL \$ 141.83

Yours very truly

Hannah Steer  
Taxpayer

Mailing Address. Lakeside  
810 Lakeside Ave  
Burlington NC 27217

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

10149

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 Turner Chicken Ranch, LLC in Taylor's Bridge Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>388.15</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 388.15

These taxes were assessed through clerical error as follows.

17-0787720-03  
was not transf. per deed  
2096/33b (Tr. 2) 5-25-21

601 County Tax \$ 346.19  
 School Tax \_\_\_\_\_  
 Fire Tax <sup>F23</sup> 41.96  
 City Tax \_\_\_\_\_  
 TOTAL \$ 388.15

Mailing Address.

Turner Chicken Ranch LLC  
2630 Stroud Hill  
Pink Hill NC 28572

Yours very truly

Taxpayer

Social Security

RECOMMEND APPROVAL

Board Approved

Date

Initials

Sampson County Tax Administrator

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

10142

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 Dustin Frank Horner in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2022</u>	\$ <u>366.36</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>366.36</u>

These taxes were assessed through clerical error as follows.

0069664494-2022-2022-0600-00  
KBJ5914  
Tag turned in  
2022 GMC TR  
Vehicle sold

GO County Tax 366.36  
School Tax \_\_\_\_\_  
Fire Tax \_\_\_\_\_  
City Tax \_\_\_\_\_  
TOTAL \$ 366.36

Mailing Address.

Dustin Frank Horner  
13480 Spiveys Corner Hwy  
Newton Grove, NC 28366

Yours very truly

\* Dustin Horner  
Taxpayer

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

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

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



OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

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

Year	<u>2021</u>	\$	<u>181.15</u>
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
Total Release/Adjustment		\$	<u>181.15</u>

# 97459

Co2

County Tax \$ 166.98

School Tax \$ \_\_\_\_\_

GAP Bill

FIU

Fire Tax \$ 14.17

City Tax \$ \_\_\_\_\_

Total \$ 181.15

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

2018 TIC Registered in Texas  
at the renewal GAP Bill Taxpayer:

Mance Leland Wurtz

Tax Administrator:

[Signature]

Board Approved:

Date

Initials

Am

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 Richard Grant Galbreath III in Plainview Township, Sampson County, for the year(s) and in the amount(s) of:

Year		
	<u>2022</u>	\$ <u>100.91</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ <u>100.91</u>

<u>601</u> County Tax	\$ <u>90.99</u>
School Tax	\$ _____
<u>606</u> Fire Tax	\$ <u>9.92</u>
City Tax	\$ _____
Total	\$ <u>100.91</u>

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

50% Military Exemption  
2021 Computer  
Tax # CN17940

Taxpayer:

Richard Grant Galbreath III

Tax Administrator:

Jim 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 Daniel Keith Warwick

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

Year		
<u>2022</u>	\$	<u>106.83</u>
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
Total Release/Adjustment	\$	<u>106.83</u>

601	County Tax	\$ <u>86.62 / 8.66</u>
	School Tax	\$ _____
1-11	Fire Tax	\$ <u>10.50 / 1.05</u>
	City Tax	\$ _____
	Total	\$ <u>106.83</u>

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

Taxpayer sold boat to John F. Smith (#218330) in 2021. no longer owns the boat.  
2012 19' V-Kiff

Taxpayer:

Daniel Keith Warwick

Tax Administrator:

Joni 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 Joshua Nathan Brown

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

Year	
<u>2022</u>	\$ <u>259.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Release/Adjustment	\$ <u>259.00</u>

<u>GOI</u> County Tax	\$ <u>231.00</u>
School Tax	\$ _____
<u>F20</u> Fire Tax	\$ <u>28.00</u>
City Tax	\$ _____
Total	\$ <u>259.00</u>

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

Military Exemption, State of Residence - IOWA  
2007 HC  
Tag # KFK6741

Taxpayer:

Joshua Nathan Brown

Tax Administrator:

Joe Jhuar

Board Approved:

Date

Initials