



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA**

May 6, 2024

- 4:30 pm Reconvene - Web Development Presentation (Administrative Board Room)**
- 6:00 pm Regular Meeting (County Auditorium)**
Invocation and Pledge of Allegiance
Approve Agenda as Published
- Item 1 Reports & Presentations**
- a. Employee Recognition – Jean Ko 1
 - b. NCDOT Update 2
 - c. Trillium Health Resources Annual Report 3-14
 - d. Update on Sale of County Property and Upset Bid Process 15
- Item 2 Planning & Zoning**
- a. Delmore Acres Section II Preliminary Plan Approval 16-37
 - b. Trinity Place Preliminary Plan Approval 39-64
- Item 3 Action Items**
- a. Scheduling of Fiscal Year 2024-2025 Budget Presentation 65
 - b. Newton Grove EMS Building Lease/Transfer 66
 - c. Roseboro Rescue Lease and Contract for Dive Rescue and Recovery Services 67-90
- Item 4 Board Appointments 91-96**
- Library Board
 - CVB
- Item 5 Consent Agenda 97**
- a. Approve the minutes of the April 8, 2024 meeting 98-104

b. Approve revisions to the 2023-2024 Home and Community Care Block Grant funding plan	105
c. Authorize the sale and moving of the old Animal Shelter office building	106
d. Authorize the execution a Contract for Veterinary Services between Sampson County and William C. Oglesby, Jr., D.V.M.	107-112
e. Authorize the execution of a Contract for The Runway 6-24 Rehabilitation Project at the Clinton-Sampson County Airport between Sampson County/The City of Clinton and AVCON Engineers & Planners, Inc.	113-160
f. Adopt a Resolution authorizing the lease of county property between Sampson County and James Dennis Lee and Terry M. Raynor and further approving the associated Lease Agreement and authorizing the County Manager to execute the Lease Agreement	161-171
g. Adopt a Resolution authorizing the lease of county property between Sampson County and Lynn S. Carr and further approving the associated Lease Agreement and authorizing the County Manager to execute the Lease Agreement	172-180
h. Adopt a Resolution Recognizing May 2024 as Small Business Month	181
i. Adopt a Resolution Declaring Items as Surplus and Directing Staff to Dispose of Them at Auction	182-184
j. Approve a late property tax exemption request for Iglesia Casa Del Alfarero CDA, Inc.	185-193
k. Approve budget amendments as submitted	194-204
l. Approve tax refunds and releases as submitted	205-217

Item 6 Closed Session - G.S. § 143-318.11(a)(3)

Item 7 County Manager's Report

Item 8 Public Comment Section

Adjournment

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1(a)

Meeting Date: May 6, 2024	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Employee Recognition - Jean Ko

DEPARTMENT: Administration

PUBLIC HEARING: No

CONTACT PERSON(S): Ed Causey, County Manager

BACKGROUND:

The UNC School of Government Municipal and County Administration Course has been available to public servants in North Carolina since 1954 and has more than 3,700 alums. Course participants learn the roles, rules, and operations of city and county governments in North Carolina and become part of a broad network of local government peers.

This comprehensive application-based program takes place over eight months to complete and major subject areas include local government law, organization and management, finance and budgeting, public employment law, planning and regulation development, and municipal and county services.

Project and Communications Specialist and Public Information Officer Jean Ko recently completed this esteemed course. Ms. Ko spent several weeks at the UNC School of Government and seamlessly completed her regular duties while working away from the office and attending seminars and lectures. County staff wishes to recognize Ms. Ko for her dedication, outstanding performance, and successful completion of this program.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1(b)

Meeting Date: May 6, 2024	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/ Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: NCDOT Update

DEPARTMENT: NCDOT

PUBLIC HEARING: No

CONTACT PERSON(S): Daniel Jones, District/Resident Engineer

PURPOSE: To provide a quarterly update on NCDOT projects

ATTACHMENTS: None

BACKGROUND:

District Engineer Daniel Jones will provide an update on current and ongoing NCDOT projects.

RECOMMENDED ACTION OR MOTION:

No action required

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1(c)

Meeting Date: May 6, 2024	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/ Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Trillium Health Resources Annual Report

DEPARTMENT: Administration

PUBLIC HEARING: No

CONTACT PERSON(S): Victoria Jackson, MSW, LCSW, Regional Vice President

PURPOSE: To provide an update on the services of Trillium Health Resources

ATTACHMENTS: Presentation

BACKGROUND:

Trillium Health Resources is a Managed Care Organization (MCO) that manages serious mental health, substance use, traumatic brain injury, and intellectual/ developmental disability services in North Carolina. Regional Vice President Victoria Jackson will provide an update on the services offered and rendered in Sampson County.

RECOMMENDED ACTION OR MOTION:

No action required

Transforming Lives.
Building Community Well-Being.



Trillium Health Resources Annual Report for Sampson County

Victoria Jackson MSW, LCSW
Regional Vice President



May 6, 2024

Medicaid Legislative Changes

- ❁ Original date to go live with Tailored Plan was July 1, 2022
 - Delayed over the past 2 years
- ❁ NC General Assembly took steps to help ensure Tailored Plans can go live and be successful.
 - Changed number of Tailored Plans from 6 to 4 or 5 (there were 6 LME/MCOs)
 - Increased Minimum Population to 1.5 Million
 - Gave Secretary of Health and Humans Services Authority to make changes to LME/MCO structure to ensure Tailored Plans Go Live
 - Go Live Date July 1, 2024

Consolidation

- 11/01/23: NC DHHS Secretarial Directive issued
- 12/15/23: Consolidation Agreement approved by Trillium & Eastpointe
- 12/18/23: Consolidation Agreement approved by NC DHHS Secretary Kinsley
- 01/01/24 Consolidation Effective Date for operations
- 02/01/24 Consolidation Effective Date for Members & Providers

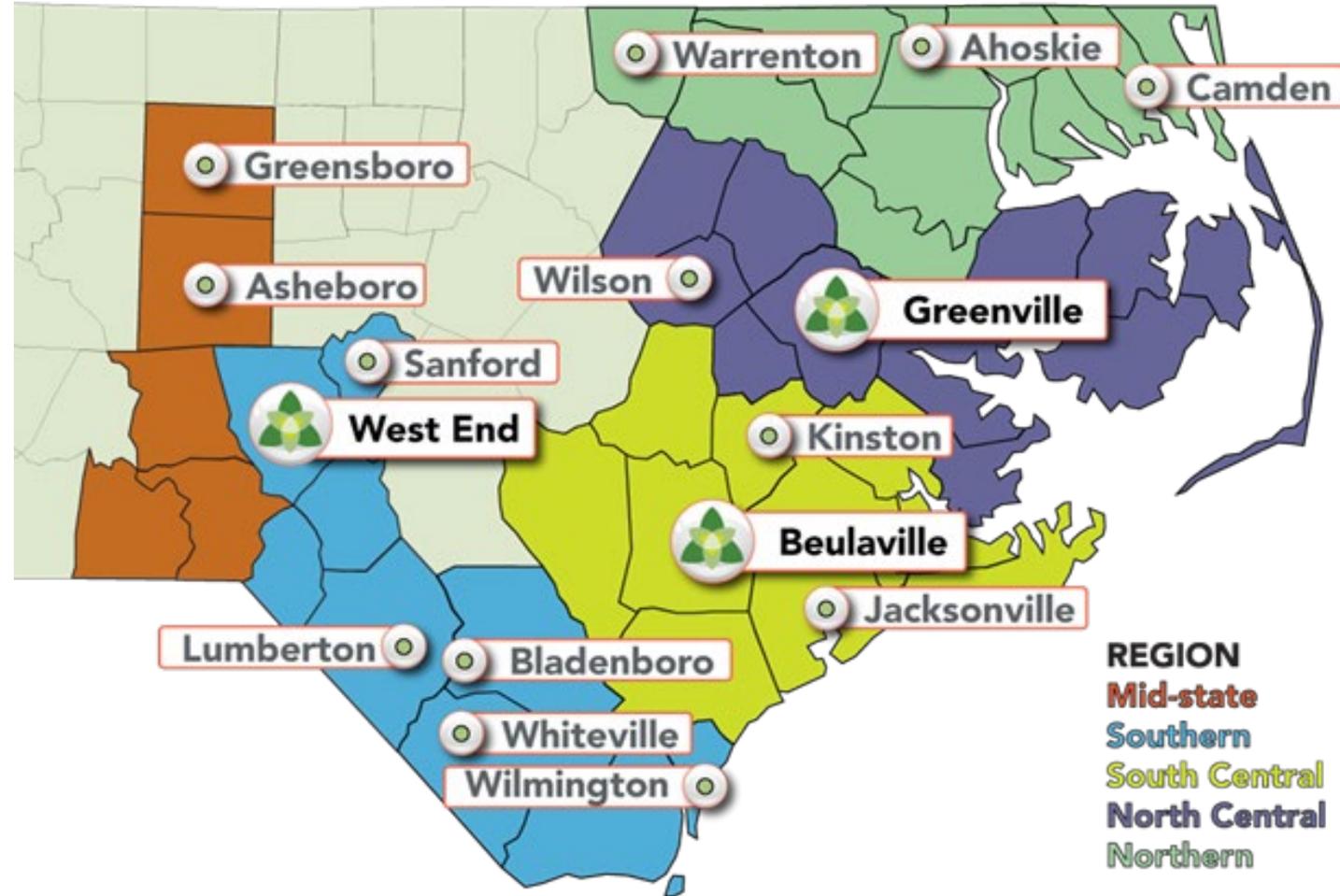


Regional Model



Includes:

- Regional Vice President for each area
- Regional Advisory Board (RAB) with 2 members per county
 - James W. Simmons
Governing Board Representative
 - Lynn Fields
- Regional Consumer and Family Advisory Committee



Trillium Health Resources Area



- ❁ 46 County Catchment Area
- ❁ Total Population of 3,164,129
 - 51,000 Tailored Plan Members
 - 163,000 Medicaid Direct Members
 - 287,000 Uninsured Members

Trillium Update:

- ❁ In FY 22-23 Served 43,571 unique individuals with severe behavioral needs
 - 32,929 For Mental Health
 - 12,526 For Substance Abuse
 - 7,456 For Intellectual Developmental Disability
- ❁ Total spent for services: \$653,498,469

Sampson County Update

FY 2022-2023

Funding Source	FY 22-23 Claims Paid	Distinct Members Served
Medicaid	\$14,939,413	968
State	\$462,172	224
Total	\$15,401,585	1,192

Tailored Plan

- ✿ For Members who have severe behavioral health, Substance Use Disorder, and I/DD Population
- ✿ Will be Managing Whole Person Care
 - Behavioral Health Services
 - Physical Health Care
 - Pharmacy Benefits
- ✿ Most Individuals, even those with mild to moderate behavioral health needs are now managed under Standard Plans and have been since July 2021
 - Amerihealth Caritas NC
 - Blue Cross Blue Shield of NC
 - UnitedHealthcare of NC
 - WellCare of NC
 - Carolina Complete Health- covers regions 3, 4 and 5

Projects & Training

- 🌱 Naloxone Kits
- 🌱 Summits
- 🌱 Crisis Intervention Training
- 🌱 Mental Health First Aid
- 🌱 Value Based Purchasing
- 🌱 Re-Entry Simulations



- 🌱 Build strong relationships with local agencies.
 - Trillium works with county departments, nonprofits, and community-based organizations.
 - Community Liaison Coordinators work with a variety of child, family and adult stakeholders

Sampson County's Community Liaison Coordinator

Kateisha Jones, MBA

Kateisha.Jones@trilliumnc.org

1-866-998-2597

Community Engagement & Empowerment

Terrell Alston, MBA

Terrell.Alston@trilliumnc.org

1-866-998-2597



Member & Recipient Services Line: [1-877-685-2415](tel:1-877-685-2415) (Monday-Saturday 7am-6pm)
Behavioral Health Crisis Line: [1-888-302-0738](tel:1-888-302-0738) (24/7/365)

Please visit www.trilliumhealthresources.org/consolidation for more information about the consolidation.

Like and follow us on Facebook, Instagram, and X!

Facebook: [Trillium Health Resources](#)

Facebook: [Trillium Direct Connect for Recovery](#)

Facebook: [Trillium Direct Connect for Enrichment](#)

Instagram: [@TrilliumHealthResources](#) Instagram

X: [@TrilliumNC](#) X

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1(d)

Meeting Date: May 6, 2024

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

SUBJECT: Update on Sale of County Property and Upset Bid Process

DEPARTMENT: Finance

PUBLIC HEARING: No

CONTACT PERSON(S): David Clack, Finance Officer

PURPOSE: To Review the Progress on the Sale of County-Owned Property

ATTACHMENTS: None

BACKGROUND:

Finance Officer David Clack will provide an update on the upset bid process and ongoing sale of county-owned property located at 107 Underwood Street.

RECOMMENDED ACTION OR MOTION:

No action required

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2(a)

Meeting Date: May 6, 2024	<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 checked="" type="checkbox"/> Planning/Zoning
	<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Water District Issue

SUBJECT: Delmore Acres Section II Preliminary Plan Approval

DEPARTMENT: Sampson County Planning & Zoning

PUBLIC HEARING: No

CONTACT PERSON: Michelle Lance, Senior Planner

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

ATTACHMENTS: Planning Board Meeting Minutes, Preliminary Plan Application, Staff Report, Maps

BACKGROUND:
The preliminary plan for Delmore Acres Section II was reviewed by the Sampson County Planning Board at its April 9, 2024 meeting. Michelle Lance, Senior Planner, will provide an overview of the preliminary plan which proposes 12 single family lots being created. The subdivision is located on South River Rd. in the Little Coharie township. The subject property is located within the Residential Agricultural (RA) zoning district. The properties will be served by individual well and septic systems. The street serving the subdivision is proposed to be a 60' public right-of-way. The proposed lots are not located within the regulated floodplain and there are no wetlands located on the parent parcel.

The Planning Board voted unanimously to recommend approval of the preliminary plan. Staff is recommending approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

RECOMMENDED ACTION OR MOTION:
Approve the Preliminary Plan for Delmore Acres Section II as recommended by the Planning Board

405 County Complex Rd.
Clinton NC 28328
Inspection: 910-592-0146
Planning: 910-631-1039
Fax: 910-596-0773



Hours of Operation:
Mon-Thurs. 7AM-5:30PM

Sampson County Planning Department

To: Ed Causey, County Manager
From: Michelle Lance, Senior Planner, CZO
Subject: May 6, 2024, Board of Commissioners Meeting
Date: April 17, 2024

The following items were addressed by the Planning Board at their April 9, 2024, meeting:

DELMORE ACRES SECTION II

The preliminary plan for **Delmore Acres Section II** was reviewed by the Sampson County Planning Board. Michelle Lance, Senior Planner, provided an overview of the preliminary plan which proposes 12 single family lots being created. The subdivision is located on South River Rd. in the Little Coharie township. The subject property is located within the Residential Agricultural (RA) zoning district. The properties will be served by individual well and septic systems. The street serving the subdivision is proposed to be a 60' public right-of-way. The proposed lots are not located within the regulated floodplain and there are no wetlands located on the parent parcel.

The Planning Board voted unanimously to recommend approval of the preliminary plan. Staff is recommending approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

TRINITY PLACE

The preliminary plan for **Trinity Place** was reviewed by the Sampson County Planning Board. Michelle Lance, Senior Planner, provided an overview of the preliminary plan which proposes 22 single family lots being created. The subdivision is located on Glover Rd. in the Mingo township. The subject property is located within the Residential Agricultural (RA) zoning district. The properties will be served by County water and individual septic systems. The street serving the subdivision is proposed to be a 50' public right-of-way. The US Army Corp of Engineers has determined that approximately 5.287 acres of waters located on the parcel are wetlands. The Corp has assigned a project number to the site. The applicant is required to coordinate with the State on future construction.

The Planning Board voted unanimously to recommend approval of the preliminary plan. Staff is recommending approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

Please contact my office with any questions or comments.

cc: Stephanie Shannon, Clerk to the Board

attachments



**SAMPSON COUNTY
PLANNING BOARD**

April 9, 2024

D*R*A*F*T

The Sampson County Planning Board convened for their regular meeting at 6:00 p.m. on Tuesday, April 9, 2024, in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Houston Crumpler III, Vice Chairman Jay Darden, and Board Member Marilyn Brooks, Jason Tyndall, and Gail Gainey. Staff present: Planner Deborah Jacobs and Senior Planner Michelle Lance. Also, in attendance County Attorney Joel Starling.

Chairman Houston Crumpler III called the meeting to order and Marillyn Brooks gave the invocation.

Approval of Minutes

The minutes for the March 11, 2024, meeting was presented for approval. Upon a motion by Board Member Marilyn Brooks and seconded by Board Member Gail Gainey, the Board voted unanimously to approve the minutes of the March 11, 2024, meeting as presented. Ayes: Unanimous

Old Business

Special Use Permit Request

SU23-02 Pineland RV

General Information: Proposed RV Campground	Parcel #: 08108834001
Applicant and Property Owner: Robert L Frederickson Jr.	Location: Autryville Rd.
Zoning: Residential Agricultural (RA)	Township: Little Coharie
Land Use Plan Designation: Residential Growth	

Chairman Houston Crumpler, III generally reviewed the proceedings from the March 11, 2024, Planning Board meeting regarding tabled Special Use Request, SU23-02. Mr. Crumpler reminded the Board that the quasi-judicial hearing had been closed at that conclusion of the March 11th meeting and informed the Board that it was now time for them to begin their deliberations.

Board member Marilyn Brooks informed the Board that, in an effort to address the concerns about public safety, pedophilia, and property crimes that were raised by several residents from the community at the March 11th hearing, she had gathered statistical data regarding reports of crime within RV Campgrounds and reports of crimes being committed by Campground users in close proximity of a Campground. Ms. Brooks also indicated that she had contacted law enforcement agencies in Cumberland County as part of her effort to gather additional information. Ms. Brooks states that her intent was not to disregard community input but to express that, while these concerns have merit, the Board is under oath to serve Sampson County and is required to make a decision based on stringent guidelines and fact-based evidence.

County Attorney Joel Starling thanked Ms. Brooks for her thorough research. Mr. Starling informed the Board that due to this being a quasi-judicial hearing, the Board should confine its deliberations to consideration of the sworn testimony that was presented at the March 11th hearing.

Chairman Houston Crumpler, III called for a motion on the special use permit request.

Chairman Houston Crumpler, III made a motion that the use will not materially endanger the public health or safety if located according to the plan submitted and approved. The motion was seconded by Gail Gainey and was unanimously approved.

AYES: Unanimous

Chairman Houston Crumpler III motioned that the use meets all required conditions and specifications, with the motion seconded by Jay Darden and was unanimously approved.

AYES: Unanimous

Chairman Houston Crumpler III motioned that the use will not substantially injure the value of adjoining or abutting property, the motion was seconded by Marilyn Brooks. The motion carried.

AYES: 4 NAYS:1, Jason Tyndall

Chairman Houston Crumpler III made a motion that the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the Sampson County Land Use Plan, subject to the additional condition that RV Campground guests not be allowed to stay for a period more than thirty (30) days, which was consistent with a requirement listed in the business plan that was submitted by the applicant. The motion was seconded by Jay Darden. The motion carried.

AYES: 4 NAYS:1, Jason Tyndall

Decision

Having met all four standards, the SU23-02 was approved by the Board.

New Business

Subdivisions

PRELIMINARY PLAN – Delmore Acres Section II

General Information: 10.55 acres, 12 lots, Individual Well and Septic

Zoning: Residential Agricultural (RA) **Parcel #:** 08020871410

Owner: James Dail, LLC **Location:** South River Rd

Surveyor/Engineer: Averette Engineering **Township:** Little Coharie

Developer: James Dail, LLC

Senior Planner Michelle Lance presented “Delmore Acres Section II”; a 12-lot preliminary plan request by MAPS Surveying Inc. located on South River Rd in the Little Coharie Township. The developer proposes to subdivide 10.55 acres owned by James Dail, LLC into 12 single family lots that will be served by individual well and septic systems. Mrs. Lance stated that the sketch plan for the subdivision was approved by the Planning Board on May 8, 2023, and that staff is recommending approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

Member Gail Gainey made a motion that the submitted preliminary plan “Delmore Acres Section II” be recommended for approval to the Sampson County Board of Commissioners. The motion was seconded by Jay Darden and unanimously recommended for approval by the Board.

AYES: Unanimous

PRELIMINARY PLAN – Trinity Place

General Information: 19.31 acres, 22 lots, County Water, and Individual Septic
Zoning: Residential Agricultural (RA) **Parcel #:** 10018302503
Owner: William V Smith **Location:** Glover Rd
Surveyor/Engineer: Godwin Engineering **Township:** Mingo
Developer: William V Smith

Senior Planner Michelle Lance presented “Trinity Place”; a 22-lot preliminary plan request by Godwin Engineering, located on Glover Rd in the Mingo Township. The developer proposes to subdivide 19.31 acres into 22 single family lots that will be served by County water and individual septic systems. Mrs. Lance informed the Board that the sketch plan for the subdivision was approved by the Planning Board on September 12, 2023. A letter of preliminary jurisdictional determination issued by the Department of Army; U.S. Army Corps of Engineers was also provided to Board members. Mrs. Lance stated that the Corps had determined that approximately 5.287 acres of the subject property are regulated wetlands, and that the applicant will be required to coordinate with the State on future construction. Mrs. Lance stated that staff is recommending approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

Member Jay Darden made a motion that the submitted preliminary plan be recommended for approval to the Sampson County Board of Commissioners. The motion was seconded by Chairman Houston Crumpler III and unanimously recommended for approval by the Board.

AYES: Unanimous

Adjournment

Upon a motion made by Chairman Crumpler and seconded by Jason Tyndall, the Board voted unanimously to adjourn. Ayes: Unanimous

The Planning Board adjourned at 6:40 p.m.

Houston Crumpler III, Chairman

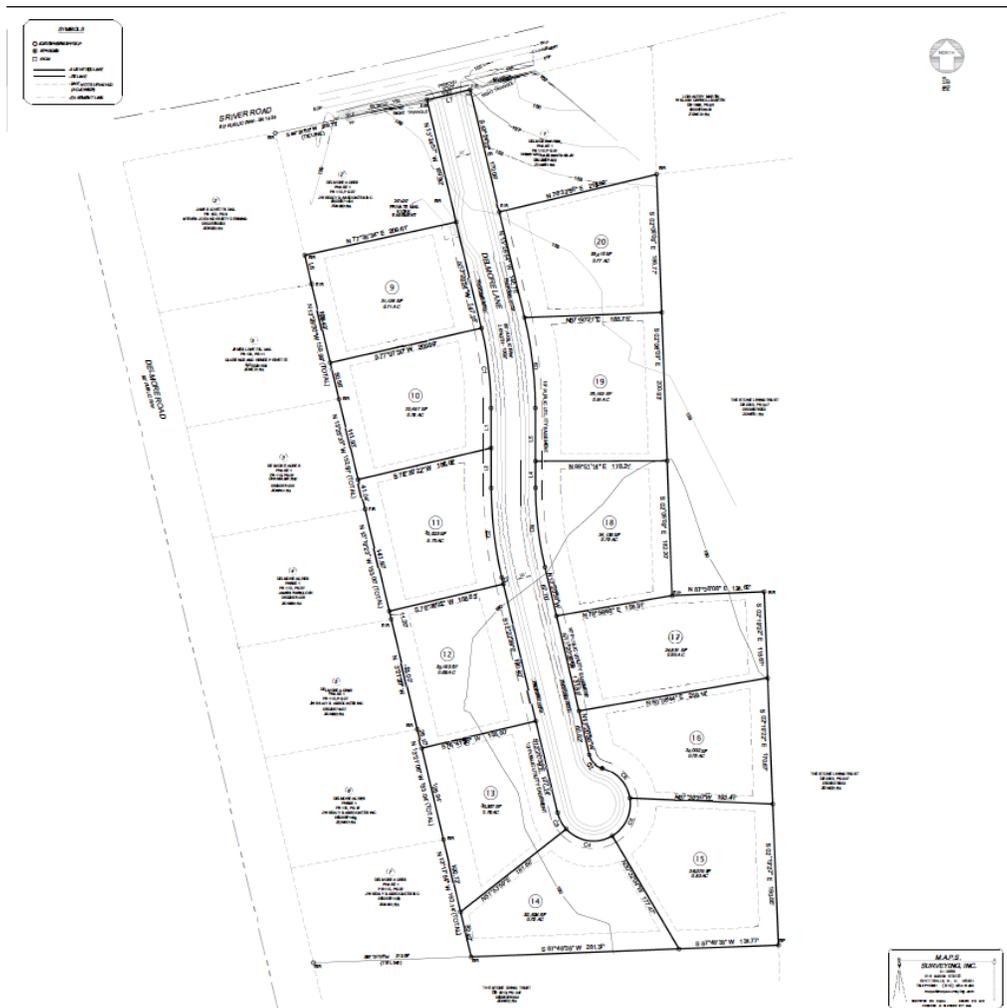
Michelle Lance, Secretary

PROPOSAL SUMMARY

Sketch Plan was approved by the Planning Board on May 8, 2023

PRELIMINARY PLAN: Delmore Acres Section II	Property Location: South River Road
Request: Applicant proposes a new Phase of Delmore Acres Subdivision, to subdivide 10.55 acres into 12 single-family lots.	Surveyor/Engineer: Averette Engineering
	Developer: James Dail, LLC
Applicant: MAPS Surveying, Inc.	Existing Land Use: Vacant
Property Owner: James Dail, LLC	Zoning District: Residential Agricultural (RA)
PIN # 08020871410	Township: Little Coharie





SUMMARY OF ANALYSIS & RECOMMENDATION

Staff is recommending approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

The subject parcel is located off South River Road. The proposed preliminary plat includes the creation of 12 new lots (lots 9-20, shown on the subdivision plan) which would be considered an extension of the previously approved Delmore Acres Section I. The proposed Section II does not have vehicular connectivity to Section I. The applicant proposes installing a public road (60' ROW) to serve the 12 lots proposed in this application. The road will terminate as a cul-de-sac, which has been designed to meet the minimum standards of the subdivision ordinance. The road has been reviewed by NCDOT and the Fire Department, to ensure compliance with NCDOT

standards and to ensure adequate design at the cul-de-sac to accommodate emergency vehicles. All lots proposed will be served by private wells and private septic systems. The applicant will be required to obtain permitting from environmental health for the construction of septic systems in the future. The applicant proposes a single Cluster Mailbox Unit (CBU) that will be located within an easement on Lot 9. This easement and the CBUs are noted in the site plan to be maintained by the owner of Lot 9. The applicant is not proposing an HOA. The applicant has provided sedimentation and erosion control plans in the submittal. The applicant will be required to obtain all necessary permitting from state agencies in accordance with the requirements of the ordinance prior to plat recordation and construction.

ANALYSIS OF COMPATIBILITY WITH ADOPTED PLANS

Sampson County Land Use Plan

The subject property is in the area designated as Residential Growth. This area has been determined to have a greater potential for development than the eastern and southern portions of Sampson County. Appropriate uses in the Residential Growth area include single-family home sites, residential subdivisions and manufactured home parks. The proposed development for single-family lots on this parcel is consistent with the Land Use Plan's Future Land Use Map designation.

Zoning



The subject property is located in the Residential Agricultural (RA) Zoning District. The purpose of the Residential Agricultural (RA) Zoning District is to provide an environment for residential use at densities that correspond with the available services and general farming operations as defined herein. It is intended to protect the agricultural sections of the community from an increase of urban density development that would make the land less suitable for farms and to protect residential development that is primarily dependent on private wells and septic tanks to insure a safe and healthy living environment. In addition, some uses that are necessary in a rural environment, which are nonresidential in nature may be allowed with conditions or by special use.

The surrounding parcels directly adjacent to the subject property in this application are also zoned RA. The proposed development is a permitted use in the RA zoning category, and is consistent with the surrounding zoning categories and existing adjacent land uses.

Environmental Site Conditions

- **Flood** – The parcel is not located within the regulated floodplain.
- **Wetlands** – There are no wetlands located on the subject parcel.

Water & Sewer Utilities

- The lots will be served by individual private wells and individual private septic systems.

Transportation

Traffic Count Year	Road Name	Average Trips per day (ATD) – Actual	Design Capacity (ADT)
2019	South River Rd.	100	15,500

Fire Service Protection

- The proposed development is located in the Town of Autryville Fire District.

District Schools

- Salemburg Elementary
- Roseboro-Salemburg Middle School
- Lakewood High School

SAMPSON COUNTY PLANNING & ZONING

405 County Complex Rd. Bldg B

Clinton, NC 28328

910-592-0146

SUBDIVISION APPLICATION

MAJOR SUBDIVISIONS - Sketch and Preliminary submittals must include 5 18X24 copies of plans. Sketch plans must meet all applicable requirements in Section 501 of the Subdivision Ordinance. Preliminary plans must meet all applicable requirements in Section 502 of the Subdivision Ordinance. Preliminary submittals must also include a complete set of plans. **SKETCH PLAN APPROVAL IS REQUIRED BEFORE A PRELIMINARY PLAN IS SUBMITTED PER SECTION 402.1 OF THE SUBDIVISION ORDINANCE.** An electronic copy of the plans must be emailed to mlance@sampsonnc.com. This application must also be entirely completed. Sketch submittal fee is **\$200**. Preliminary Submittal fee is **\$300**. Applications are due by 5:30 PM on the submittal date (**PLEASE SEE THE ATTACHED SUBMITTAL SCHEDULE**).

MAJOR SUBDIVISIONS – Final Plat submittals must include 5 18X24 copies of plans to be reviewed and comments be provided before the mylar copy is printed. Plans must meet all applicable requirements as outlined in Section 503 of the Subdivision Ordinance. All documents as outlined in Section 505 of the Subdivision Ordinance must be submitted with the application as applicable. Final Plats (Mylars) must meet the standards in Section 503, 504 and 506 of the Subdivision Ordinance as applicable. In the event that all improvements have not been certified and completed, the applicant must submit detailed cost estimates of incomplete infrastructure so that the surety may be determined, in accordance with Article VII of the Subdivision Ordinance. A **\$100** filing fee must be included with final plat recordation at the Register of Deeds.

MINOR & SERVICE SUBDIVISIONS – submittals must include 5 18X24 copies of plans for review and comments be provided before the mylar copy is printed. Plans must meet all applicable requirements as outlined in Section 503 of the Subdivision Ordinance. Final Plats (Mylars) must meet the standards in Section 503, 504 and 506 of the Subdivision Ordinance as applicable. A **\$100** filing fee must be included with final plat recordation at the Register of Deeds.

DATE SUBMITTED: 8.24.2023

SUBDIVISION GENERAL INFORMATION

SUBDIVISION NAME: Delmore Acres - Phase 2

LOCATION (ROAD NAME): South River Road

TOWNSHIP: Little Coharie **PARCEL #:** 08020871410

SUBDIVISION CLASSIFICATION: Circle the type subdivision type.

- Sketch (Major)
- Preliminary (Major)
- Final (Major)
- Minor
- Service

TOTAL ACREAGE: 10.55 **NUMBER OF LOTS:** 12

SMALLEST LOT: 30,193 **AVERAGE LOT SIZE:** 32,924 / 0.76ac

ZONING DISTRICT: RA

DEVELOPMENT TYPE: Circle the development type.

- Commercial
- Single-Family
- Townhouse/Multi-Family

WATER: Well **SEWER:** Septic

STREETS (PUBLIC OR PRIVATE): Public

SURVEYOR/ENGINEER INFORMATION

NAME: MAPS Surveying Inc
ADDRESS: 216 Mason St Fayetteville NC 28301
PHONE: 910-484-6432
EMAIL: maps@mapssurveying.com

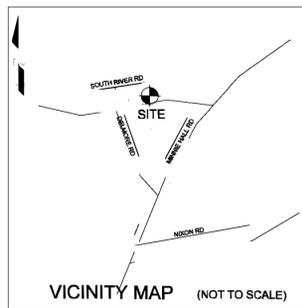
DEVELOPER INFORMATION

NAME: James Dail
ADDRESS: 4541 Goldsboro Rd Wade NC 28395
PHONE: 910-624-7224
EMAIL: astroone@aol.com

PROPERTY OWNER INFORMATION

NAME: James Dail LLC
ADDRESS: 4541 Goldsboro Rd Wade NC 28395
PHONE: 910-624-7224
EMAIL: astroone@aol.com

PLEASE BE AWARE THAT YOU ARE NOT GUARANTEED TO HAVE YOUR APPLICATION HEARD ON THE BOARD OF COMMISSIONERS DATE LISTED IN THE CORRESPONDING COLUMN WITH YOUR SUBMITAL DATE. CERTAIN CIRCUMSTANCES MAY REQUIRE THE APPLICATION TO BE HEARD AT A LATER DATE THAN LISTED.



DELMORE ACRES PHASE 2

*PROPERTY OF: JAMES DAIL, LLC
S RIVER ROAD - SR 1424
LITTLE COHARIE TOWNSHIP
TAX ID#: 08020871410
SAMPSON COUNTY
ZONED: RA
AUTRYVILLE FIRE DISTRICT*

SHEET INFO

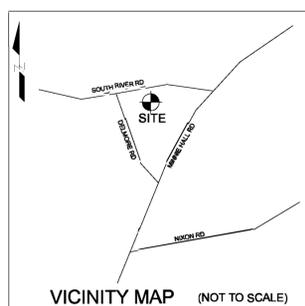
*SHEET 1 - COVER SHEET
SHEET 2 - LOT LAYOUT/SURVEY
SHEET 3 - EROSION CONTROL PLAN
SHEET 4 - EROSION CONTROL DETAILS
SHEET 5 - EXISTING CONDITIONS SURVEY
SHEET 6 - LOT LAYOUT (ENGINEERING)
C1-ROAD PROFILE
C2-ROAD PROFILE
C3-DRAINAGE AREAS
C4-DETAILS
C5-DETAILS*

*-LOTS TO BE SERVED BY WELL & SEPTIC / WATER & SEWER PLANS NOT APPLICABLE
-ROAD TO BE DRAINED BY SIDE DITCHES-AS SHOWN ON ROAD PLANS
-NO NATURAL GAS CONNECTION
-ELECTRIC LAYOUT TO BE DETERMINED BY SOUTH RIVER ELECTRIC
-ALL LOTS DETERMINED TO HANDLE ON-SITE SEPTIC AND DRAIN FIELDS BY OTHERS*

OWNER INFO:
*JAMES DAIL, LLC
4541 GOLDSBORO ROAD
WADE, NC 28395
(910)-624-7224*

SURVEYOR INFO:
*MAPS SURVEYING INC
216 MASON ST
FAYETTEVILLE, NC 28301
(910)-484-6432*

ENGINEER INFO:
*AVERETTE ENGINEERING, CO., PA
712 E. LAKE RIDGE ROAD
RAEFORD, NC 28376
(910)-488-5656*



LEGEND

- SIP-SET IRON PIPE
- ER-EXISTING IRON REBAR/ROD
- ECM-EXISTING CONCRETE MONUMENT
- EPF-EXISTING IRON PIPE/PINCH TOP
- EIP-EXISTING IRON PIPE
- EIK-EXISTING IRON PIPE
- DB-DIED ROCK
- SP-SQUARE FEET
- AC-ACRES
- EM-EXISTING MAG NAIL
- EOP-EDGE OF PAVEMENT
- AG-ABOVE GROUND
- BG-BELOW GROUND
- PA-PANORAMIC PHOTO
- R-RADIUS
- L-ARC LENGTH
- CH-CHORD BEARING
- CH-CHORD

SYMBOLS

- - SURVEYED LINE
- - TIE LINE
- - - - - LINE NOT SURVEYED (ADJOURNER)
- - - - - EASEMENT LINE

LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°09'46"W	53.98'
L2	N00°09'46"W	54.06'
L3	N13°20'38"W	9.19'
L4	N00°09'46"W	36.08'
L5	N00°09'46"W	72.06'
L6	S13°01'26"E	39.94'
L7	N 7°48'22" E	60.05'
L8	S13°28'54"E	20.00'
L9	N77°38'34"E	209.00'
L10	N13°28'54"W	20.00'
L11	N77°38'34"E	20.00'

CURVE TABLE

CURVE	RADIUS	LENGTH	CH. BEARING	CHORD
C1	470.00'	108.32'	S08°12'21"E	108.80'
C2	530.00'	122.08'	S08°44'33"E	121.81'
C3	50.00'	25.42'	N27°54'32"W	25.15'
C4	50.00'	88.24'	N81°34'30"W	63.07'
C5	50.00'	59.73'	S21°09'23"W	56.26'
C6	50.00'	5.79'	S42°19'47"E	54.73'
C7	25.00'	27.13'	S44°29'45"E	25.82'
C8	470.00'	108.25'	N08°44'38"W	108.52'
C9	530.00'	123.36'	N06°49'50"W	123.08'

LOT WIDTH TABLE

LOT	WIDTH	WIDTH
9	127.24'	
10	163.36'	
11	185.33'	
12	190.47'	
13	156.58'	
14		116.54'
15		94.68'
16		152.42'
17		131.89'
18		212.04'
19		195.40'
20		148.75'

*MEASURED AT FRONT SETBACK

CERTIFICATE OF SURVEY AND ACCURACY

I, MICHAEL J. ADAMS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (SEE DESCRIPTION RECORDED IN PLAT BOOK 110, PAGE 27); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN REFERENCES SHOWN; THAT THE DEGREE OF PRECISION CALCULATED IS GREATER THAN 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-39 AS AMENDED; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND OFFICIAL SEAL, THIS DAY OF 2023.

MICHAEL J. ADAMS PLS L-4491
CFS NC-075

PRELIMINARY NOT FOR RECORDATION, CONVEYANCE, OR SALES

I, MICHAEL J. ADAMS, BY SIGNATURE ABOVE, ALSO HEREBY CERTIFY THAT THIS PLAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

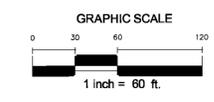
NOTES-SITE DETAILS

- AREA COMPUTED BY COORDINATES.
- SET IRON PIPES ON ALL CORNERS NOT MONUMENTED.
- ALL DISTANCES ARE HORIZONTAL GROUND.
- NO NCSS MONUMENT FOUND WITHIN 200' OF SUBJECT PROPERTY.
- NON CONFORMING STRUCTURES HAVE NOT BEEN CREATED BY THIS SUBDIVISION DEVELOPMENT/RECOMBINATION PLAT.
- CONTOURS TAKEN FROM SAMPSON COUNTY GIS AND HAVE NOT BEEN FIELD VERIFIED AT THIS TIME.
- THERE ARE NO ENCROACHMENTS ACROSS PROPERTY LINES EXCEPT AS SHOWN ON MAP.
- SETBACKS (RA ZONING)
FRONT - 35'
SIDE - 10'
REAR - 25'
- SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FEMA FIRM 37204H000K, DATED JUNE 20, 2016.
- THE INDIVIDUAL LOTS IN THIS DEVELOPMENT TO BE SERVED BY WELL AND SEPTIC TANKS.
- TOTAL ACREAGE - 10.55 AC
- ACREAGE WITHIN ROW - 1.48 AC
- FIRE DISTRICT - AUTRYVILLE
- OWNER: JAMES DAIL, LLC
4541 OLD OREGON RD
WADE, NC
- TOTAL NUMBER OF LOTS - 12
- AVERAGE LOT SIZE - 32,923 SF / 0.78 AC
- EXISTING USE OF PROPERTY - AGRICULTURAL / PROPOSED USE - SINGLE FAMILY RESIDENTIAL
- NO VISIBLE WETLANDS SEEN OR LOCATED AT TIME OF THIS SURVEY
- SMALLEST LOT - 30,193 SF
- TOTAL LENGTH OF PROPOSED ROAD - 1002'
- MAIL ROOM AND MAIL ROOM EASEMENT WILL BE MAINTAINED BY LOT 9'S OWNER.

SITE DATA TABLE

EXISTING LOTS: 1
PROPOSED LOTS: 12
EXISTING LAND USE: AGRICULTURAL
PROPOSED LAND USE: SINGLE-FAMILY RESIDENTIAL
JURISDICTION: SAMPSON COUNTY
MIN LOT WIDTH: 110'
MIN LOT DEPTH: 160'
MAX BUILDING HEIGHT: 40'

22. ROAD SHOWN HEREON WILL BE PUBLIC AND BUILT TO NCDOT STANDARDS
23. THERE SHALL BE NO ENCROACHMENTS WITHIN THE NCDOT RIGHT OF WAY
24. ONLY NCDOT APPROVED MATERIALS ARE TO BE USED WITHIN THE RIGHT OF WAY



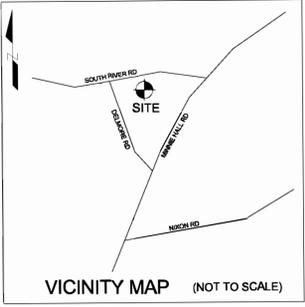
M.A.P.S. SURVEYING, INC.
C-258
216 WASON STREET
FAYETTEVILLE, N.C. 28401
TELEPHONE: (717) 484-6432
maps@mapsurveying.com

SURVEYED BY: SKANA DRAWN BY: LKH
CHECKED & CLOSURE BY: WJA

MAJOR SUBDIVISION FOR
DELMORE ACRES PHASE 2
PROPERTY OF: JAMES DAIL, LLC
REFERENCE: PLAT BOOK 108, PAGE 88, PLAT BOOK 110, PAGE 27

ADDRESS: SOUTH RIVER ROAD
TOWNSHIP: LITTLE COHARIE
TAX PIN: 08020871410
COUNTY: SAMPSON

SCALE: 1" = 60'
REVISION: MAY 12, 2023
DATE: APRIL 1, 2023
ZONING: RA
CITY: AUTRYVILLE, NC



LEGEND

- SIP-SET IRON PIPE
- EXISTING IRON REBAR/ROD
- EXISTING CONCRETE MONUMENT
- EXISTING IRON PIPE (PINCH TOP)
- EXISTING IRON PIPE
- EXISTING IRON NAIL
- PLAT BOOK
- PLAT PAGE
- RIGHT-OF-WAY
- DEEDED BOOK
- SQUARE FEET
- ACRES
- EXISTING MAG NAIL
- EDGE OF PAVEMENT
- AD-ABOVE GROUND
- BE-BELOW GROUND
- PP-POWER POLE
- R-RADIUS
- L-ARC LENGTH
- CB-CURVE BEARING
- CH-CHORD

SYMBOLS

- SURVEYED LINE
- TIE LINE
- LINE NOT SURVEYED (ADJACENT)
- EASEMENT LINE



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 76°46'22" E	60.05'
L8	S 13°28'54" E	20.00'
L9	N 77°38'34" E	20.00'
L10	N 13°28'54" W	20.00'
L11	N 77°38'34" E	20.00'

CURVE TABLE

CURVE	RADIUS	LENGTH	CH BEARING	CHORD
C1	470.00'	109.39'	S 06°44'21" E	108.90'
C2	530.00'	122.08'	S 06°44'35" E	121.81'
C3	50.00'	211.33'	S 45°34'19" W	86.64'
C4	29.00'	27.13'	S 44°23'45" E	25.52'
C5	470.00'	109.26'	N 06°44'36" W	108.02'
C6	530.00'	123.36'	N 06°48'50" W	123.06'

LEGEND

- PROPERTY LINE SURVEYED
- PROPERTY LINE NOT SURVEYED
- SETBACK
- LIMITS OF DISTURBANCE
- EASEMENT LINE
- 35 LOT NUMBER
- NUMBER OF PARCELS
- DATE

- CONSTRUCTION SEQUENCE**
1. INSTALL CONSTRUCTION ENTRANCES AS SHOWN.
 2. INSTALL SILT FENCE AS SHOWN & OUTLETS (IF NEEDED).
 3. CLEAR ROADWAY.
 4. GRADE AND CONSTRUCT ROAD & DITCHES.
 5. ESTABLISH GRASS ON BOUNDARIES AND DITCHES.
 6. REMOVE SILT FENCE AND OUTLETS (IF SHOWN).

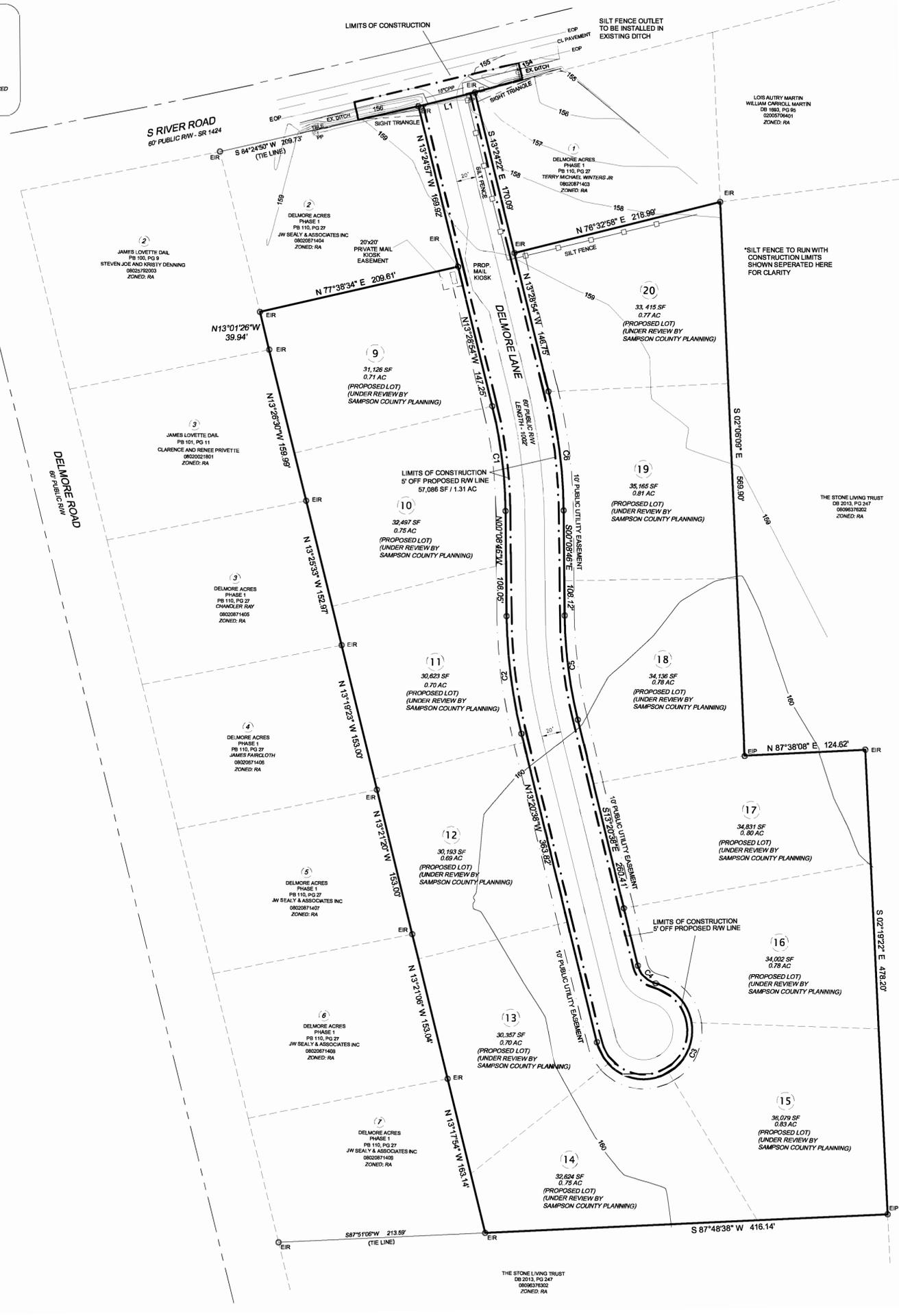
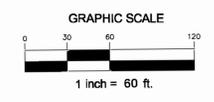
- NOTES**
1. AREA TO BE DISTURBED TOTAL - 57,086 SF / 1.31 AC
 2. CONTOURS TAKEN FROM NCDOT LIDAR FILE.
 3. THE ANGLE FOR GRADED SLOPES AND FILLS SHALL BE NO GREATER THAN THE ANGLE THAT CAN BE RETAINED BY VEGETATIVE COVER OR OTHER ADEQUATE EROSION CONTROL DEVICES OR STRUCTURES. IN ANY EVENT, SLOPES LEFT EXPOSED WILL, WITHIN 7 OR 14 CALENDAR DAYS OF COMPLETION OF ANY PHASE OF GRADING, BE PLANTED OR OTHERWISE PROVIDED WITH TEMPORARY OR PERMANENT GROUND COVER, DEVICES, OR STRUCTURES TO RESTRAIN EROSION.
 4. ALL TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES ARE NOT TO BE REMOVED WITHOUT PRIOR APPROVAL FROM NCDEQ.

MICHAEL J. ADAMS
PLS L-4491
CS NC-075

PRELIMINARY
NOT FOR RECORDATION,
CONVEYANCE, OR SALES

REVISIONS

NO.	DESCRIPTION	DATE INIT.



M.A.P.S. SURVEYING, INC.
C-2589
216 MASON STREET
FAYETTEVILLE, N. C. 28301
TELEPHONE: (910) 484-6432
mops@mopsurveying.com

SURVEYED BY: SA, NO DRAWN BY: LCH
CHECKED & CLOSURE BY: MJA

SEDIMENTATION & EROSION CONTROL PLAN
DELMORE ACRES - PHASE 2
PROPOSED ROAD
PLAT BOOK 110, PAGE 27

OWNER: JAMES DAIL, LLC
ADDRESS: 4541 GOLDSBORO ROAD, WADE, NC 28385

COUNTY: SAMPSON TOWNSHIP: LITTLE COHARIE SCALE: 1"=60' DATE: OCTOBER 31, 2023

Project	Frequency (during normal business hours)	Inspection records must include:
(1) If rain gauge maintained in good working order	Daily	Daily rainfall amounts; If no daily rain gauge observations are made during weekend or holiday periods, and no individual-day rainfall information is available, record the cumulative rain measurement for those unattended days (and this will determine if a site inspection is needed). Days on which no rainfall occurred shall be recorded as "Zero". The permittee may use another rain-measuring device approved by the Division.
(2) E&S Measures	At least once per 7 calendar days and within 24 hours of a rain event 1.0 inch in 24 hours	1. Identification of the measures inspected, 2. Date and time of the inspection, 3. Name of the person performing the inspection, 4. Indication of whether the measures were opened properly, 5. Description of maintenance needs for the measure, 6. Description, evidence, and date of corrective actions taken.
(3) Stormwater	At least once per 7 calendar days and within 24 hours of a rain event 1.0 inch in 24 hours	1. Identification of the discharge outlet(s) inspected, 2. Date and time of the inspection, 3. Name of the person performing the inspection, 4. Evidence of indicator of stormwater pollution such as oil sheen, floating or suspended solids or discoloration, 5. Indication of visible sediment leaving the site, 6. Description, evidence and date of corrective actions taken.
(4) Perimeter of site	At least once per 7 calendar days and within 24 hours of a rain event 1.0 inch in 24 hours	Visible sedimentation is found outside site limits, then a record of the following shall be made: 1. Actions taken on or off site to stabilize the sediment that has left site limits, 2. Description, evidence, and date of corrective actions taken, and 3. An explanation as to the actions taken to control future releases.
(5) Stormwater wetlands (on site or offsite (where accessible))	At least once per 7 calendar days and within 24 hours of a rain event 1.0 inch in 24 hours	If the stream or wetland has increased visible sedimentation or a stream has visible increased turbidity from the construction activity, then a record of the following shall be made: 1. Action taken on or off site to stabilize the sedimentation, 2. Records of the required report to the appropriate Division Regional Office per Part III, Section C, item D(2)(a) of this permit.
(6) Ground stabilization measures	After each phase of grading	1. The phase of grading (installation of perimeter E&S measures, clearing and grubbing, installation of storm drainage facilities, completion of all land disturbing activity, construction of redevelopment, permanent ground cover) 2. Documentation that the required ground stabilization measures have been provided within the required timeframe or an assurance that they will be provided as soon as possible.

NOTE: The rain inspection resets the required 7 calendar day inspection requirement.

Item to Document	Documentation Requirements
(a) E&S Measure has been installed and does not significantly deviate from the location, dimensions and relative elevations shown on the approved E&S Plan.	Initial and date each E&S Measure on a copy of the approved E&S Plan or complete, date and sign an inspection report for each E&S Measure shown on the approved E&S Plan. This documentation is required upon the initial installation of the E&S Measures or if the E&S Measures are modified after initial installation.
(b) Phase of grading has been completed.	Initial and date a copy of the approved E&S Plan or complete, date and sign an inspection report to indicate completion of the construction phase.
(c) Ground cover is located and installed in accordance with the approved E&S Plan.	Initial and date a copy of the approved E&S Plan or complete, date and sign an inspection report to indicate compliance with approved ground cover specifications.
(d) The maintenance and repair requirements for all E&S Measures have been performed.	Complete, date and sign an inspection report.
(e) Corrective actions have been taken to E&S Measures.	Initial and date a copy of the approved E&S Plan or complete, date and sign an inspection report to indicate completion of the corrective action.

PART III SELF-INSPECTION, RECORDKEEPING AND REPORTING

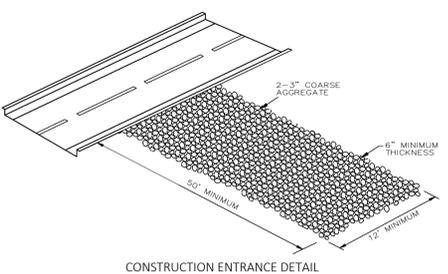
SECTION A: SELF-INSPECTION

The approved E&S plan as well as any approved deviation shall be kept on the site. The approved E&S plan must be kept up-to-date throughout the coverage under this permit. The following items pertaining to the E&S plan shall be documented in the manner described:

- In addition to the E&S Plan documents above, the following items shall be kept on the site and available for agency inspectors at all times during normal business hours, unless the Division provides a site-specific exemption based on unique site conditions that make this requirement not practical.
 - This general permit as well as the certificate of coverage, after it is received.
 - Records of inspections made during the previous 90 days. The permittee shall record the required observations on the Inspection Record Form provided by the Division or a similar inspection card that includes all the required elements. Use of electronically available records in lieu of the required paper copies will be allowed if shown to provide equal access and utility as the hard-copy records.
 - All data used to complete the Notice of Intent and other inspection records shall be maintained for a period of three years after project completion and made available upon request. (40 CFR 122.413)

NGO1 SELF-INSPECTION, RECORDKEEPING AND REPORTING

Section C: Reporting	1. Occurrences that must be reported	2. Reporting Timeframes and Other Requirements
1. Occurrences that must be reported	Permittees shall report the following occurrences:	After a reporting becomes aware of an occurrence that must be reported, he shall contact the appropriate Division regional office within the timeframes and in accordance with the other requirements listed below. Occurrences outside normal business hours may also be reported to the Division's Emergency Response personnel at (800) 662-7956, (800) 858-0368 or (919) 733-3300.
2. Reporting Timeframes and Other Requirements		



LOCATION
A TEMPORARY CONSTRUCTION EXIT SHALL BE LOCATED AT EVERY ACCESS/EGRESS POINT OF THE CONSTRUCTION SITE WHERE EQUIPMENT AND/OR TRAFFIC LEAVES THE CONSTRUCTION AREA AND ENTERS A PUBLIC ROAD OR EXISTING PAVED AREA OF THE SITE WHICH IS NOT INVOLVED IN THE CURRENT PROJECT.

SIZE
WIDTH - THE TEMPORARY CONSTRUCTION EXIT SHALL HAVE A MINIMUM WIDTH OF 12 FEET BUT SHALL NOT BE LESS THAN THE FULL WIDTH OF THE VEHICULAR ACCESS AREA.
LENGTH - MINIMUM LENGTH OF 50 FEET.
DEPTH - MINIMUM 6 INCHES.

MAINTENANCE REQUIREMENTS
THE TEMPORARY CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OF THE FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY OR UNDISTURBED PAVED AREAS. THE EXIT MAY REQUIRE PERIODIC DRESSING WITH FRESH AND CLEAN 2-INCH STONE AS CONDITIONS DICTATE. ALL MATERIALS (MUD, SOIL, SEDIMENT, ETC) SPILLED, DROPPED, WASHED, OR TRACKED FROM THE CONSTRUCTION AREA ONTO ROADWAYS AND OTHER PAVED AREAS SHALL BE REMOVED IMMEDIATELY.

GENERAL
WHEELS MUST BE CLEANED TO REMOVE MUD AND OTHER DEBRIS PRIOR TO ENTERING ONTO PAVED AREAS. WHEN WASHING OF EQUIPMENT AND/OR VEHICLES IS REQUIRED, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

EFFECTIVE: 04/01/19

Site Area Description	Stabilization Time Frame	Stabilization Time Frame Exceptions
Perimeter dikes, swales, ditches and slopes	7 days	None
High Quality Water (HQW) Zones	7 days	None
Slopes steeper than 3:1	7 days	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed
Slopes 3:1 or flatter	14 days	7-days for slopes greater than 50 feet in length
All other areas with slopes flatter than 4:1	14 days	None (except for perimeter dikes and HQW Zones)

1) Ground Stabilization*

* Extensions of time may be approved by the permitting authority based on weather or other site-specific conditions that make compliance impracticable. (Section II.B.2)(b)(ii))

2) Building Washes Handing

- No paint or liquid wastes in stream or storm drains
- Dedicated areas for demolition, construction and other wastes must be located 50' from storm drains and streams unless no reasonable alternatives available
- Earth-stored material stockpiles must be located 50' from storm drains and streams unless no reasonable alternatives available
- Concrete materials must be controlled to avoid contact with surface waters, wetlands, or buffers

3) Discharges to Federally-listed Waters

- Requirements are the same as in previous permit
- The permit allows reduction from the 20 acre minimum if the Director of DWQ determines that other BMPs provide equivalent protection

4) Inspections

- Same weekly inspection requirements
- Same rain gauge & inspections after 0.5" rain event
- Inspections are only required during "normal business hours"
- Inspection reports must be available on-site during business hours unless a site-specific exemption is approved
- Records must be kept for 3 years and available upon request
- Electronically-available records may be substituted under certain conditions.

5) Implementation of New Permit Conditions

- Projects permitted under the previous permit can continue to follow the previously-permitted conditions
- Complete applications received prior to August 3, 2011 can follow conditions of approved application
- Applications received after August 2, 2011 must comply with new permit conditions

6) Conditions in Erosion & Sedimentation Control Plans*

Designation on the plans where the 7 and 14-day ground stabilization requirements of the NPDES permit apply

Designation on the plans where basins that comply with the surface-withdrawal requirements of the NPDES permit are located

7) Building Washes Handing

- No paint or liquid wastes in stream or storm drains
- Dedicated areas for demolition, construction and other wastes located 50' from storm drains and streams unless no reasonable alternatives are available
- Earth-stored material stockpiles located 50' from storm drains unless no reasonable alternatives available
- Concrete materials must be controlled to avoid contact with surface waters, wetlands, or buffers

8) Sediment Basins

- Outlet structures must withdraw from basin surface unless drainage area is less than 1 acre
- Use only DWQ-approved flocculants

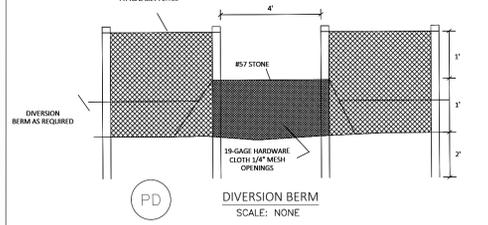
- ### Construction Specifications
- Place stone to the lines and dimensions shown in the plan on a filter fabric foundation.
 - Keep the center stone section at least 9 inches below natural ground level where the dam abuts the channel banks.
 - Extend stone at least 1.5 feet below the ditch banks (Figure 6.83b) to keep overflow water from undercutting the dam as it re-enters the channel.
 - Set spacing between dams to assure that the elevation at the top of the lower dam is the same as the toe elevation of the upper dam.
 - Protect the channel downstream from the lowest check dam, considering that water will flow over and around the dam (Practice 6.41, *Outlet Stabilization Structure*).
 - Make sure that the channel reach above the most upstream dam is stable.
 - Ensure that channel appurtenances, such as culvert entrances below check dams, are not subject to damage or blockage from displaced stones.

Maintenance

Inspect check dams and channels for damage after each runoff event.

Anticipate submergence and deposition above the check dam and erosion from high flows along the edges of the dam. Correct all damage immediately. If significant erosion occurs between dams, install a protective riprap liner in that portion of the channel (Practice 6.31, *Riprap-lined and Paved Channels*).

Remove sediment accumulated behind the dams as needed to prevent damage to channel vegetation, allow the channel to drain through the stone check dam, and prevent large flows from carrying sediment over the dam. Add stones to dams as needed to maintain design height and cross section.



Site Area Description	Stabilization within this many calendar days after ceasing land disturbance	Timeframe variations
a. Perimeter dikes, swales, ditches and perimeter slopes	7	None
b. High Quality Water (HQW) Zones	7	None
c. Slopes steeper than 3:1	7	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed
d. Slopes 3:1 to 4:1	14	7 days for slopes greater than 50' in length and with slopes steeper than 4:1 7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones 10 days for Falls Lake Watershed
e. Areas with slopes flatter than 4:1	14	7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones 10 days for Falls Lake Watershed unless there is zero slope

Note: After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved.

Site Area Description	Stabilization within this many calendar days after ceasing land disturbance	Timeframe variations
a. Perimeter dikes, swales, ditches and perimeter slopes	7	None
b. High Quality Water (HQW) Zones	7	None
c. Slopes steeper than 3:1	7	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed
d. Slopes 3:1 to 4:1	14	7 days for slopes greater than 50' in length and with slopes steeper than 4:1 7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones 10 days for Falls Lake Watershed
e. Areas with slopes flatter than 4:1	14	7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones 10 days for Falls Lake Watershed unless there is zero slope

Note: After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved.

Section	Requirements
GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCO1 CONSTRUCTION GENERAL PERMIT	Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling sections of the NCO1 Construction General Permit (Sections E and F, respectively). The permittee shall comply with the Erosion and Sediment Control plan approved by the delegated authority having jurisdiction. All details and specifications shown on this sheet may not apply depending on site conditions and the delegated authority having jurisdiction.
TEMPORARY SEEDING SPECIFICATIONS	Table 6.10a: Temporary Seeding Recommendations for Late Winter and Early Spring Table 6.10b: Temporary Seeding Recommendations for Summer

NGO1 GROUND STABILIZATION AND MATERIALS HANDLING

EFFECTIVE: 04/01/19



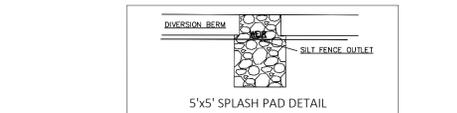
LOCATION
A TEMPORARY CONSTRUCTION EXIT SHALL BE LOCATED AT EVERY ACCESS/EGRESS POINT OF THE CONSTRUCTION SITE WHERE EQUIPMENT AND/OR TRAFFIC LEAVES THE CONSTRUCTION AREA AND ENTERS A PUBLIC ROAD OR EXISTING PAVED AREA OF THE SITE WHICH IS NOT INVOLVED IN THE CURRENT PROJECT.

SIZE
WIDTH - THE TEMPORARY CONSTRUCTION EXIT SHALL HAVE A MINIMUM WIDTH OF 12 FEET BUT SHALL NOT BE LESS THAN THE FULL WIDTH OF THE VEHICULAR ACCESS AREA.
LENGTH - MINIMUM LENGTH OF 50 FEET.
DEPTH - MINIMUM 6 INCHES.

MAINTENANCE REQUIREMENTS
THE TEMPORARY CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OF THE FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY OR UNDISTURBED PAVED AREAS. THE EXIT MAY REQUIRE PERIODIC DRESSING WITH FRESH AND CLEAN 2-INCH STONE AS CONDITIONS DICTATE. ALL MATERIALS (MUD, SOIL, SEDIMENT, ETC) SPILLED, DROPPED, WASHED, OR TRACKED FROM THE CONSTRUCTION AREA ONTO ROADWAYS AND OTHER PAVED AREAS SHALL BE REMOVED IMMEDIATELY.

GENERAL
WHEELS MUST BE CLEANED TO REMOVE MUD AND OTHER DEBRIS PRIOR TO ENTERING ONTO PAVED AREAS. WHEN WASHING OF EQUIPMENT AND/OR VEHICLES IS REQUIRED, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

EFFECTIVE: 04/01/19



SEEDING SPECS. FOR EROSION CONTROL:

DATE	DESCRIPTION
05-12-09	EROSION CONTROL SHALL BE PERFORMED AS DETAILED IN THE STANDARD SPECIFICATIONS FOR ROAD STRUCTURES. JULY 1, 1990
05-12-09	USE OF TEMPORARY EROSION CONTROL MEASURES SHALL BE INCLUDED TO PREVENT SLIDING OF MATERIALS AND ADJACENT PROPERTY. THE USE OF SALT BASINS AND TEMPORARY SEEDING, AND MULCHING, AS NEEDED
05-12-09	PERMANENT GROUND COVER FOR ALL DISTURBED AREAS SHALL BE PROVIDED WITHIN 15 WORKING DAYS OR MORE THAN 90 CALENDAR DAYS FOLLOWING COMPLETION OF CONSTRUCTION OR DEVELOPMENT.
05-12-09	PERMANENT EROSION CONTROL SHALL BE PERFORMED AS FOLLOWS:

- ALL DISTURBED AREAS SHALL BE DRESSED TO TYPICAL SECTIONS AND FLOWING TO A DEPTH OF 5" (MIN). THE TOP 1" (MIN) SHALL BE PULVERIZED TO PROVIDE A UNIFORM SEEDBED. (NOTE: LIME SHOULD BE APPLIED BEFORE PLOWING OPERATION.)
- LIME, SEED, AND FERTILIZER SHALL BE APPLIED WITH NECESSARY EQUIPMENT TO GIVE UNIFORM DISTRIBUTION OF THESE MATERIALS. THE MAND/BUCKET METHOD IS NOT ACCEPTABLE. FOLLOWING ARE RATES AND TYPES OF MATERIALS TO BE APPLIED PER ACRE.

	JANUARY 1 - DECEMBER 31
80#	TALL FESCUE
20#	PEREGRINE LEOPARDEZ
10#	KOBE LESPEDEZA
100#	10-10-10 FERTILIZER
400#	LIME

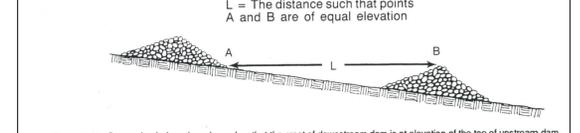


Figure 6.83a Space check dams in a channel so that the crest of downstream dam is at elevation of the toe of upstream dam.

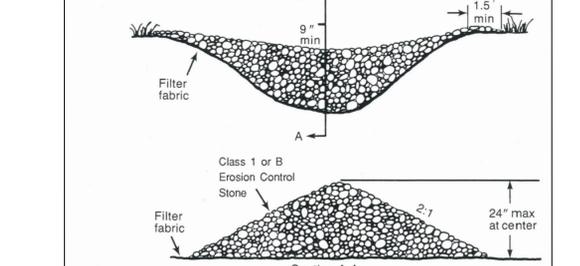


Figure 6.83b Stone check dam—Stone should be placed over the channel banks to keep water from cutting around the dam.

Seeding Mixture Species	Rates (lb/acre)
Annual lespedeza (Kode In Piedmont and Coastal Plain, Korean in Mountains)	50

Seeding notes: 0ml annual lespedeza when duration of temporary cover is not to extend beyond June.
Seeding dates: Above 2500 ft: Feb 15 - May 15
Piedmont - Below 2500 ft: Feb 1 - May 1
Coastal Plain - Dec. 1 - Apr. 15

Soil amendments: Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.

Mulch: Apply 4,000 lb/acre straw. Anchor straw by locking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

Maintenance: Refer to R if growth is not fully adequate. Re-seed, fertilize and mulch immediately following erosion or other damage.

Seeding Mixture Species	Rates (lb/acre)
German millet	40

Seeding notes: In the Piedmont & Mountains, a small-stemmed Sudongross may be substituted at a rate of 50 lb/acre.
Seeding dates: Mountains - May 15 - Aug. 15
Piedmont - May 1 - Aug. 15
Coastal Plain - Apr. 15 - Aug. 15

Soil amendments: Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.

Mulch: Apply 4,000 lb/acre straw. Anchor straw by locking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

Maintenance: Refer to R if growth is not fully adequate. Re-seed, fertilize and mulch immediately following erosion or other damage.

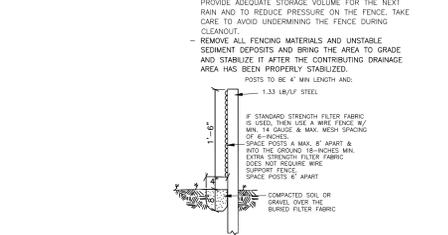
Seeding Mixture Species	Rates (lb/acre)
Rye (grain)	120

Seeding dates: Mountains - Aug. 15 - Dec. 15
Coastal Plain & Piedmont - Aug. 15 - Dec. 30

Soil amendments: Follow soil tests or apply 2,000 lb/acre ground agricultural limestone and 1,000 lb/acre 10-10-10 fertilizer.

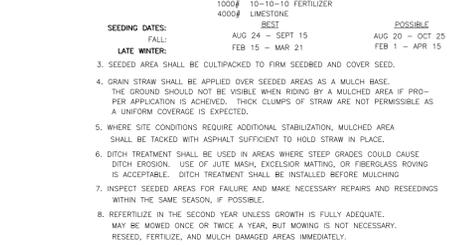
Mulch: Apply 4,000 lb/acre straw. Anchor straw by locking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

Maintenance: Refer to R if growth is not fully adequate. Re-seed, fertilize and mulch immediately following erosion or other damage.



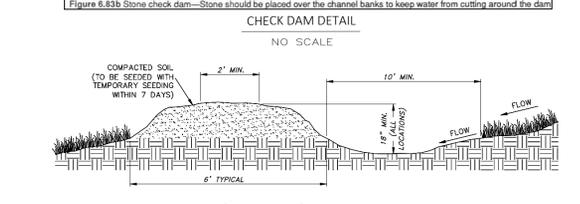
SILFT FENCE OUTLET DETAIL

- SET OUTLET ELEVATION SO THAT WATER DEPTH CANNOT EXCEED 1.5' AT LOWEST POINT ALONG THE FENCE LINE
 - SET FABRIC HEIGHT AT 1FT MINIMUM BETWEEN SUPPORT POST SPACED NO MORE THAN 4' APART.
 - INSTALL A HORIZONTAL BRACE BETWEEN SUPPORT POST TO SERVE AS AN OVERFLOW WEIR AND TO SUPPORT TOP OF FABRIC
 - PROVIDE 5'x5' SPLASH PAD ON GRADE
 - IF THE FINISHED SURFACE OF THE RIP RAP SHOULD BLEND WITH SURROUNDING AREA, ALLOWING NO OVERFALL
 - THE AREA AROUND THE PAD MUST BE STABLE
 - CONSTRUCT DIVERSION BERMS TO DIVERT FLOW TO OUTLET AS REQUIRED.
 - CONSTRUCT CHECK DAM DIRECTLY UPSTREAM FROM OVERFLOW WEIR AS REQUIRED.
- MAINTENANCE
MONITOR OUTLETS WEEKLY AND AFTER EACH RAIN EVENT. CLEAN HARDWARE AND REPLACE 57 STONE AS REQUIRED. REPLACE 57 STONE AS REQUIRED.



GENERAL EROSION AND SEDIMENT CONTROL NOTES:

- UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED AND MAINTAINED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS OF THE NORTH CAROLINA EROSION AND SEDIMENT CONTROL HANDBOOK
- A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
- CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE PLAN APPROVING AUTHORITY.
- CONTRACTOR SHALL INSPECT ALL CONTROL MEASURES WEEKLY AND AFTER EACH RUNOFF-PRODUCING EVENT. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF THE EROSION CONTROL DEVICES SHALL BE MADE IMMEDIATELY.
- ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN CLEARING. THE PLAN APPROVING AUTHORITY SHALL BE NOTIFIED ONE WEEK PRIOR TO THE COMMENCEMENT OF LAND DISTURBING ACTIVITY, AND ONE WEEK PRIOR TO FINAL INSPECTION.
- CONTRACTOR SHALL SEED AND MULCH WITHIN DAY OF INITIAL DISTURBANCE AND IN NO CASE SHALL OVER 1000 FEET BE LEFT UNSEEDED AND UNMULCHED AT ANY ONE TIME.
- ONLY AFTER PERMANENT GROUND COVER HAS BEEN ESTABLISHED AND APPROVED FOR THE SITE BY NCDCEN SHALL THE CONTRACTOR REMOVE ALL FENCING MATERIALS FOR SILFT AND SEDIMENT CONTROL.

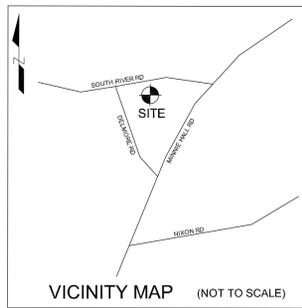


REVISIONS

NO.	DESCRIPTION	DATE-INIT.

DETAILS

SEDIMENTATION & EROSION CONTROL PLAN		DELMORE ACRES PHASE 2
PLAT BOOK 110, PAGE 27		OWNER: JAMES DAIL LLC4541 GOLDSBORO RD, WADE NC 28389
COUNTY: SAMPSON	TOWNSHIP: LITTLE CHAHIE	SCALE: 1" = 60'
DRAWN BY: SHAN		DATE: NOVEMBER 30, 2023
CHECKED & CLOSURE BY: M.A.	SHEET 4	



LEGEND

- SIP-SET IRON PIPE
- EIR-EXISTING IRON REBAR/ROD
- ECM-EXISTING CONCRETE MONUMENT
- EIPY-EXISTING IRON PIPE (PINCH TOP)
- EIP-EXISTING IRON PIPE
- EIR-EXISTING PK NAIL
- PI-PLAT BOOK
- PG-PAGE
- RW-RIGHT OF WAY
- DR-DEED BOOK
- SF-SQUARE FEET
- AC-ACRES
- EM-EXISTING MAG NAIL
- EOP-EDGE OF PAVEMENT
- AG-ABOVE GROUND
- BG-BELOW GROUND
- PP-POWER POLE
- R-RADIUS
- L-ARC LENGTH
- CH-CHORD BEARING
- CH-CHORD

SYMBOLS

- EIR/SIP/EIP/PI/PCP
- EPK/EM
- ECM
- SURVEYED LINE
- - - LINE NOT SURVEYED (ADJACENT)
- - - EASEMENT LINE



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 76°48'22" E	60.05'

CURVE TABLE

CURVE	RADIUS	LENGTH	CH BEARING	CHORD
C1	470.00'	109.39'	S06°47'21"E	108.90'
C2	530.00'	122.06'	S06°44'35"E	121.81'
C3	50.00'	211.33'	S45°34'15"W	85.64'
C4	25.00'	27.13'	S44°24'45"E	25.92'
C5	470.00'	108.26'	N06°44'38"W	108.02'
C6	530.00'	123.36'	N06°48'50"W	123.08'

CERTIFICATE OF SURVEY AND ACCURACY

I, MICHAEL J. ADAMS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN PLAT BOOK 110, PAGE 27); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN REFERENCES SHOWN; THAT THE RATIO OF PRECISION CALCULATED IS GREATER THAN 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.

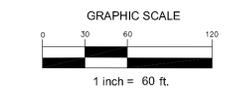
MICHAEL J. ADAMS PLS L-4491 CFS NC-075

PRELIMINARY NOT FOR RECORDATION, CONVEYANCE, OR SALES

I, MICHAEL J. ADAMS, BY SIGNATURE ABOVE, ALSO HEREBY CERTIFY THAT THIS PLAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

NOTES-SITE DETAILS

- AREA COMPUTED BY COORDINATES
- SET IRON PIPES ON ALL CORNERS NOT MONUMENTED
- ALL DISTANCES ARE HORIZONTAL GROUND
- NO NCSS MONUMENT FOUND WITHIN 2000' OF SUBJECT PROPERTY
- NON-COMFORMING STRUCTURES HAVE NOT BEEN CREATED BY THIS SUBDIVISION/ DEVELOPMENT/RECOMBINATION PLAT
- CONTOURS TAKEN FROM SAMPSON COUNTY GIS AND HAVE NOT BEEN FIELD VERIFIED AT THIS TIME
- THERE ARE NO ENCROACHMENTS ACROSS PROPERTY LINES EXCEPT AS SHOWN ON MAP
- SETBACKS (RA ZONING)
 - FRONT - 35'
 - SIDE - 10'
 - REAR - 25'
- SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FEMA FIRM 37201H000X, DATED JUNE 20, 2018.
- TOTAL ACREAGE - 10.55 AC
- FIRE DISTRICT - AULTRYVILLE
- OWNER: JAMES DAIL LLC 4541 GOLDSBORO RD WADE, NC
- EXISTING USE OF PROPERTY - AGRICULTURAL / PROPOSED USE - SINGLE FAMILY RESIDENTIAL
- NO VISIBLE WETLANDS SEEN OR LOCATED AT TIME OF THIS SURVEY



THE STONE LIVING TRUST DB 2013, PG 247 0609376202 ZONED: RA

THE STONE LIVING TRUST DB 2013, PG 247 0609376202 ZONED: RA

M.A.P.S. SURVEYING, INC.
 C-2589
 216 MASON STREET
 FAYETTEVILLE, N. C. 28301
 TELEPHONE: (910) 484-6432
 mps@mopsurveying.com

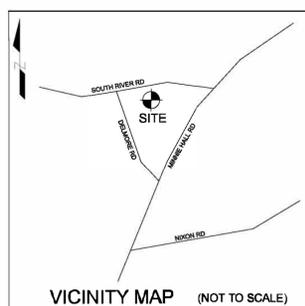
SURVEYED BY: SH, NO DRAWN BY: LKH
 CHECKED & CLOSURE BY: MJA

EXISTING CONDITIONS
 DELMORE ACRES - PHASE 2

PLAT BOOK 110, PAGE 27

OWNER: JAMES DAIL, LLC
 ADDRESS: 4541 GOLDSBORO ROAD, WADE, NC 28395

COUNTY: SAMPSON TOWNSHIP: LITTLE COHARIE DATE: OCTOBER 31, 2023



LEGEND

- SP-SET IRON PIPE
- ER-EXISTING IRON REBAR/ROD
- EC-EXISTING CONCRETE MONUMENT
- ERH-EXISTING IRON PIPE/PINCH TOP
- EP-EXISTING IRON PIPE
- EPK-EXISTING PK NAIL
- FP-PLAT BOOK
- PK-PAGE
- RW-RIGHT OF WAY
- DR-DEEDED ROCK
- SP-SQUARE FEET
- AC-ACRES
- EM-EXISTING MAG NAIL
- CP-CORNER OF PLACEMENT
- AG-ABOVE GROUND
- BG-BELOW GROUND
- PK-PINCH POLE
- R-RADIUS
- LARC-LENGTH
- CH-CHORD BEARING
- CHORD

SYMBOLS

- SURVEYED LINE
- - - - - THE LINE
- - - - - LINE NOT SURVEYED (ASSUMING)
- - - - - EASEMENT LINE

LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°08'49"W	58.68'
L2	N00°08'49"W	54.08'
L3	N13°20'38"W	9.19'
L4	N00°08'49"W	36.08'
L5	N00°08'49"W	72.04'
L6	S13°01'28"E	38.94'
L7	N 76°46'22" E	63.05'
L8	S13°28'54"E	20.00'
L9	N77°38'34"E	20.00'
L10	N13°28'54"W	20.00'
L11	N77°38'34"E	20.00'

CURVE TABLE

CURVE	RADIUS	LENGTH	CH. BEARING	CHORD
C1	470.00'	109.33'	S08°22'21"E	108.90'
C2	530.00'	122.08'	S08°44'33"E	121.81'
C3	50.00'	25.42'	N27°54'32"W	25.15'
C4	50.00'	68.24'	N61°54'39"W	63.07'
C5	50.00'	95.73'	S29°03'23"W	85.29'
C6	50.00'	57.92'	S42°19'47"E	54.73'
C7	25.00'	27.13'	S44°29'45"E	25.82'
C8	470.00'	108.26'	N08°44'38"W	108.02'
C9	530.00'	123.36'	N06°48'50"W	123.08'

LOT WIDTH TABLE

LOT	WIDTH	WIDTH
9	122.24'	
10	163.36'	
11	185.33'	
12	190.47'	
13	152.55'	
14	116.54'	
15	94.68'	
16	152.42'	
17	131.89'	
18	212.04'	
19	195.47'	
20	144.75'	

*MEASURED AT FRONT SETBACK

CERTIFICATE OF SURVEY AND ACCURACY

I, MICHAEL J. ADAMS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (SEE DESCRIPTION RECORDED IN PLAT BOOK 110, PAGE 27); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN REFERENCES SHOWING THAT THE RATIO OF PRECISION CALCULATED IS GREATER THAN 1:10,000 THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITH MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND OFFICIAL SEAL, THIS _____ DAY OF _____, 2023.

MICHAEL J. ADAMS
PLS L-4491
CFS NC-078

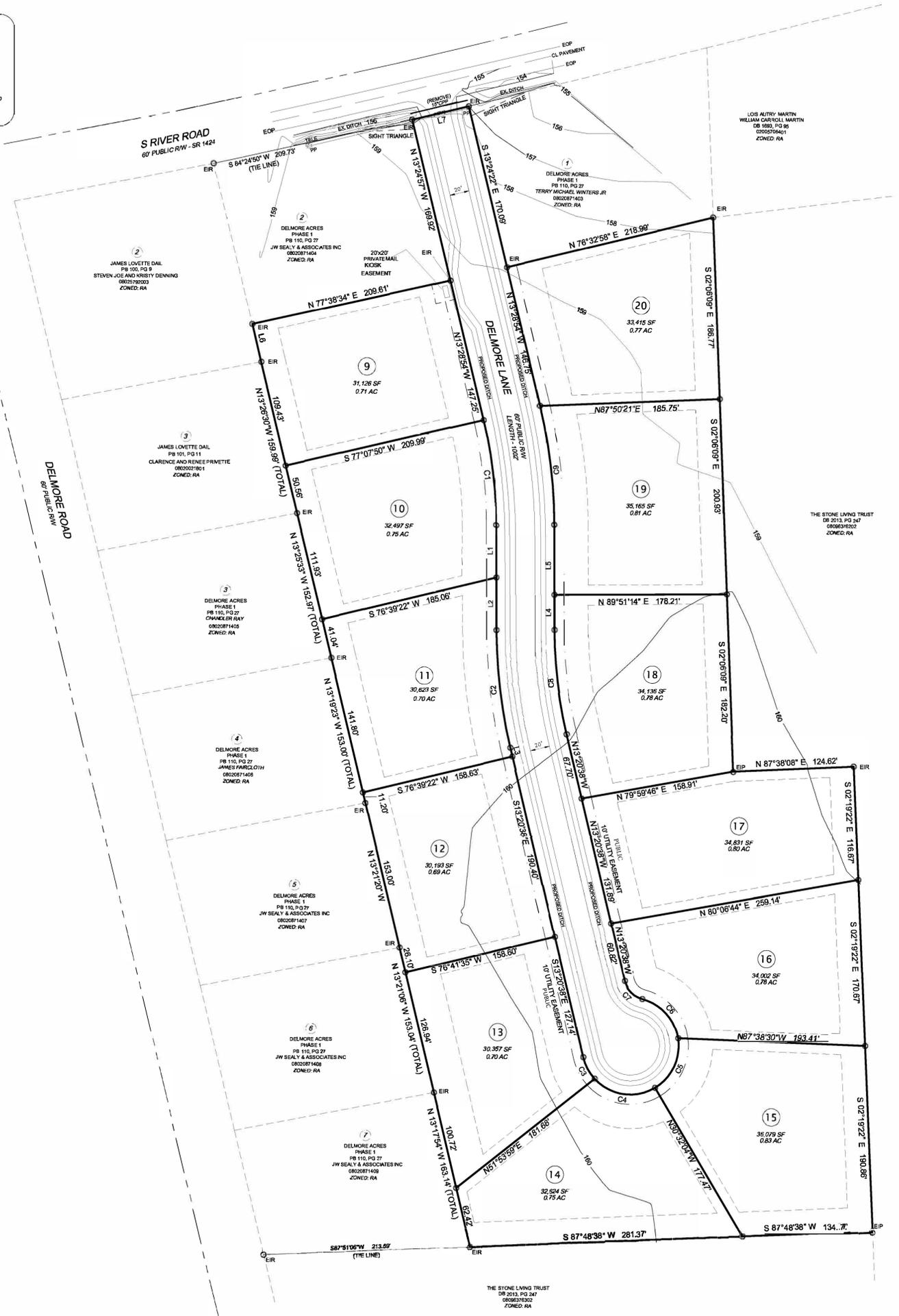
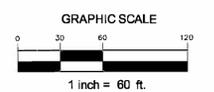
PRELIMINARY NOT FOR RECORDATION, CONVEYANCE, OR SALES

I, MICHAEL J. ADAMS, BY SIGNATURE ABOVE, ALSO HEREBY CERTIFY THAT THIS PLAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

NOTES-SITE DETAILS

- AREA COMPLIED BY COORDINATES
 - SET IRON PIPES ON ALL CORNERS NOT MONUMENTED
 - ALL DISTANCES ARE HORIZONTAL DISTANCES
 - NO MONUMENT FOUND WITHIN 200' OF SUBJECT PROPERTY.
 - NONCONFORMING STRUCTURES HAVE NOT BEEN CREATED BY THIS SUBDIVISION DEVELOPMENT/RECOMBINATION PLAT.
 - CONTOURS TAKEN FROM SAMPSON COUNTY GIS AND HAVE NOT BEEN FIELD VERIFIED AT THIS TIME.
 - THERE ARE NO ENCROACHMENTS ACROSS PROPERTY LINES EXCEPT AS SHOWN ON MAP.
 - SETBACKS (RA ZONING):
FRONT - 35'
SIDE - 10'
REAR - 25'
 - SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FEMA FIRM 372014Z00K, DATED JUNE 23, 2018.
 - THE INDIVIDUAL LOTS IN THIS DEVELOPMENT TO BE SERVED BY WELL AND SEPTIC TANKS.
 - TOTAL ACREAGE - 10.55 AC
 - ACREAGE WITHIN RW - 1.48 AC
 - FIRE DISTRICT - AUTRYVILLE
 - OWNER: JAMES DALL, LLC
4541 GOLDENROD RD
WADE, NC
 - TOTAL NUMBER OF LOTS - 12
 - AVERAGE LOT SIZE - 32,825 SF / 0.78 AC
 - EXISTING LINE OF PROPERTY - AGRICULTURAL / PROPOSED USE - SINGLE FAMILY RESIDENTIAL
 - NO VISIBLE WETLANDS SEEN OR LOCATED AT TIME OF THIS SURVEY
 - SMALLEST LOT - 30,183 SF
 - TOTAL LENGTH OF PROPOSED ROAD - 1002'
 - MAIL KIOSK AND MAIL KIOSK EASEMENT WILL BE MAINTAINED BY LOT 9'S OWNER.
- SITE DATA TABLE**
- EXISTING LOTS: 1
PROPOSED LOTS: 12
EXISTING LAND USE: AGRICULTURAL
PROPOSED LAND USE: SINGLE-FAMILY RESIDENTIAL
JURISDICTION: SAMPSON COUNTY
MIN LOT WIDTH: 110'
MIN LOT DEPTH: 150'
MAX BUILDING HEIGHT: 40'

22 ROAD SHOWN HEREON WILL BE PUBLIC AND BUILT TO NCDOT STANDARDS
23 THERE SHALL BE NO ENCROACHMENTS WITHIN THE NCDOT RIGHT OF WAY
24 ONLY NCDOT APPROVED MATERIALS ARE TO BE USED WITHIN THE RIGHT OF WAY



M.A.P.S. SURVEYING, INC.
C-2558
216 MASON STREET
FAYETTEVILLE, N.C. 28401
TELEPHONE: (910) 454-4432
maps@mapsurveying.com

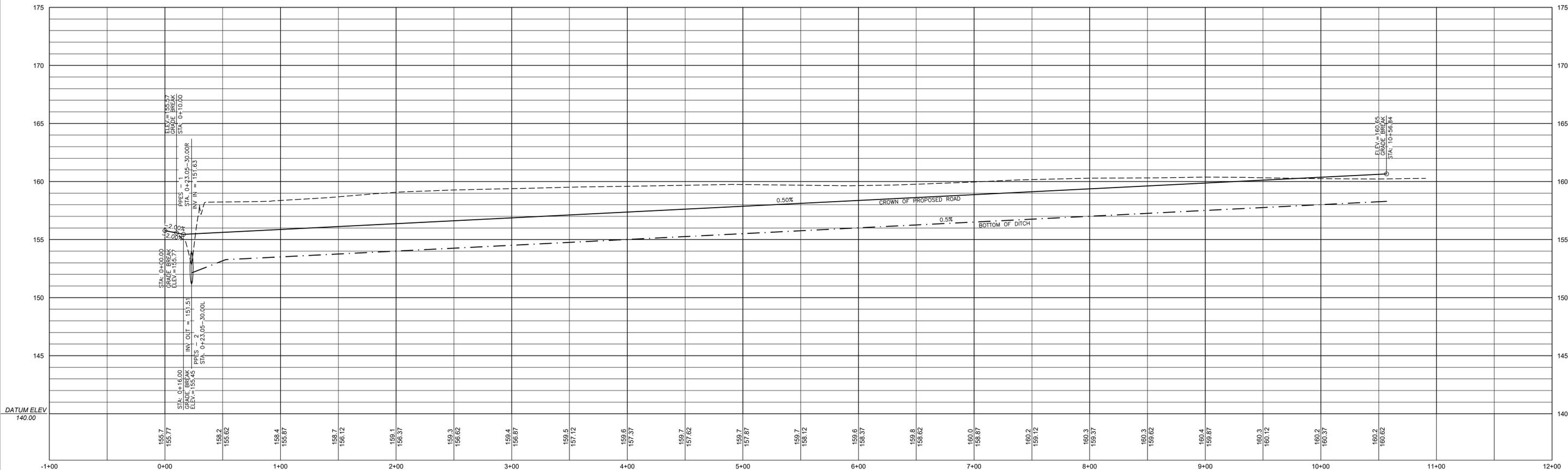
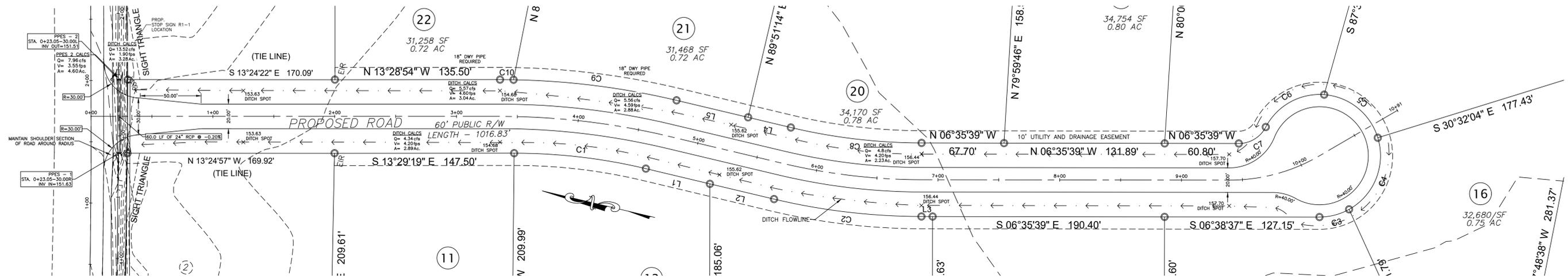
SURVEYED BY: S.H.A. DRAWN BY: L.H.A.
CHECKED BY: CLOSURE BY: S.H.A.

MAJOR SUBDIVISION FOR DELMORE ACRES PHASE 2

PROPERTY OF: JAMES DALL, LLC
REFERENCE: PLAT BOOK 109, PAGE 89, PLAT BOOK 110, PAGE 27

ADDRESS: SOUTH RIVER ROAD
TOWNSHIP: LITTLE COHARIE
TAX PIN: 08020871410
COUNTY: SAMPSON

SCALE: 1" = 60'
REVISION: MAY 12, 2023
DATE: APRIL 1, 2023
ZONING: RA
CITY: AUTRYVILLE, NC



PROPOSED ROAD PROFILE - STA. -1+00 TO 12+00
 HORIZONTAL SCALE: 1"=40'
 VERTICAL SCALE: 1"=4'

- NOTES:
- ALL STORM DRAINAGE PIPES SHALL BE RCP CLASS V UNLESS OTHERWISE NOTED.
 - BOUNDARY AND TOPOGRAPHICAL SURVEY PERFORMED BY MAPS SURVEYING.
 - THERE IS AN EXISTING 15" RCP NEAR THE PROPOSED ENTRANCE THAT WILL BE REMOVED AND REPLACED WITH THE 24" SHOWN ON THESE PLANS.

Averette Engineering Co., P.A.
 CIVIL ENGINEERING
 LAND SURVEYING
 PLANNING

Address:
 712 E. Lake Ridge Road
 Raeford, NC 28376

Phone: (910) 488-5656
 Fax: (910) 488-0181
 License: C-0146

Web: www.averette-eng.com

Established 1970

SEAL: NORTH CAROLINA PROFESSIONAL ENGINEER
 SEAL 021411
 01/09/24
 M. D. AVERETTE

DRAWN BY: M. D. AVERETTE
 CHECKED BY: M. D. AVERETTE2
 PROJECT #: 2020-11
 DRAWING NAME: DELMORE ACRES-ROAD DESIGN.DWG
 DATE: JANUARY 9TH, 2024

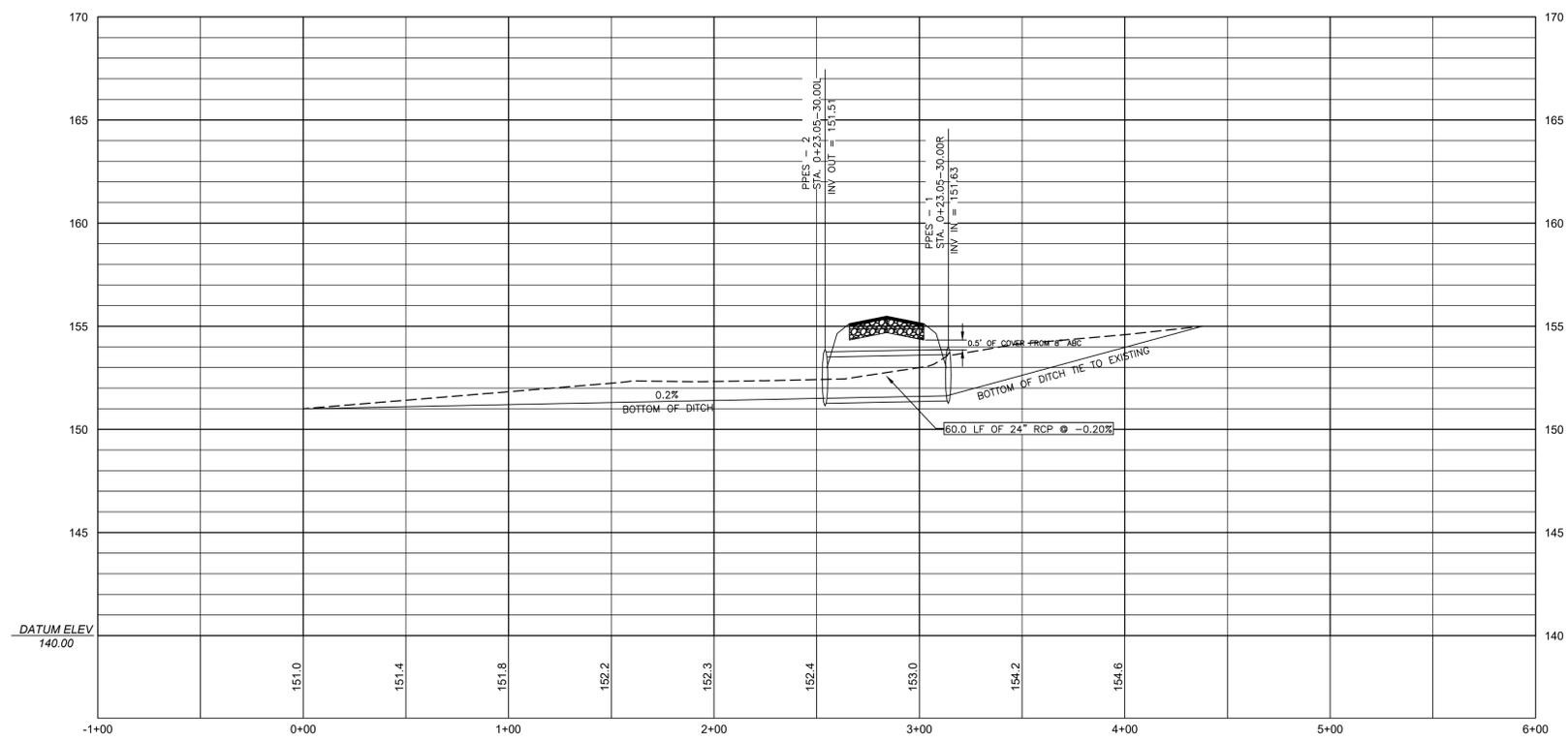
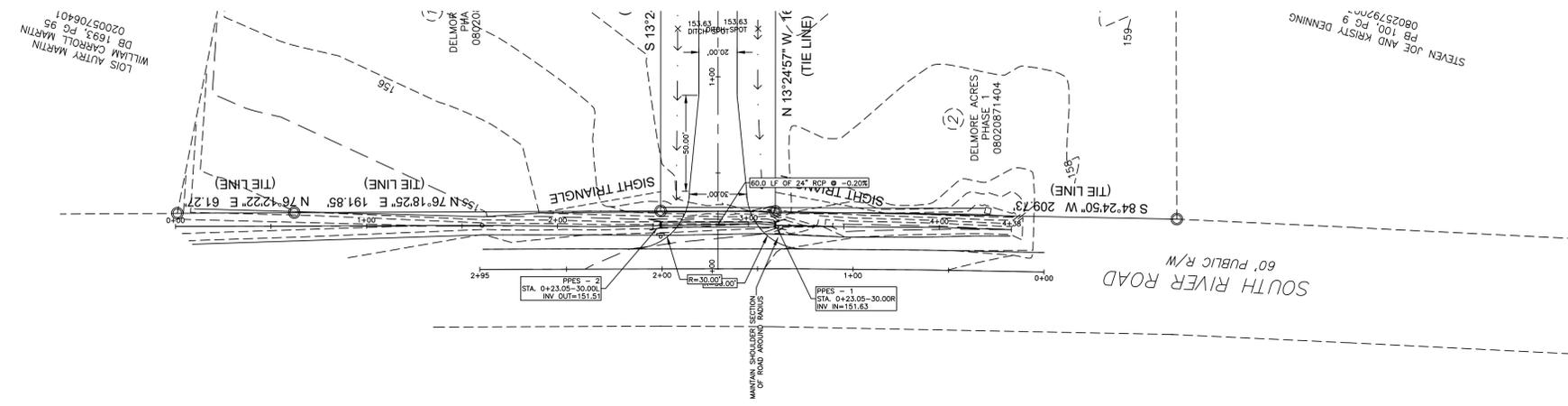
REVISIONS		
NO.	DESCRIPTION	DATE
1	NCDOT COMMENTS - ADDED PROFILE OF SOUTH RIVER RD PIPE	2024.01.09
2	NCDOT COMMENTS - CHANGED ROAD SLOPE FROM 0.25% TO 0.5%	2024.01.09
3	NCDOT COMMENTS - MINOR COMMENTS	2024.01.09
4	NCDOT COMMENTS - RAISED 24" DWY PIPE TO HAVE 0.2% DITCH SLOPE	2024.01.31

SCALE:
 H: 1"= 40'
 V: 1"= 4'

SHEET NO.: **C1**

PROFILE
 DELMORE ACRES
 AUTRYVILLE, NORTH CAROLINA

JAMES DAIL, LLC



SOUTH RIVER ROAD & 24" RCP PROFILE - STA. -1+00 TO 6+00
 HORIZONTAL SCALE: 1"=40'
 VERTICAL SCALE: 1"=4'

NOTES:

1. ALL STORM DRAINAGE PIPES SHALL BE RCP CLASS V UNLESS OTHERWISE NOTED.
2. BOUNDARY AND TOPOGRAPHICAL SURVEY PERFORMED BY MAPS SURVEYING.
3. THERE IS AN EXISTING 15" RCP NEAR THE PROPOSED ENTRANCE THAT WILL BE REMOVED AND REPLACED WITH THE 24" SHOWN ON THESE PLANS.

Averette Engineering Co., P.A.
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 LAND SURVEYING
 PLANNING

Address:
 712 E. Lake Ridge Road
 Raeford, NC 28376

Phone: (910) 488-5656
 Fax: (910) 488-0181
 License: C-0146

Web: www.averette-eng.com

Established 1970

SEAL: NORTH CAROLINA PROFESSIONAL ENGINEER
 SEAL 021411
 01/09/24
 MICHAEL D. AVERETTE

DRAWN BY:
 M. D. AVERETTE

CHECKED BY:
 M. D. AVERETTE2

PROJECT #:
 2020-11

DRAWING NAME:
 DELMORE ACRES-ROAD DESIGN.DWG

DATE:
 JANUARY 9TH, 2024

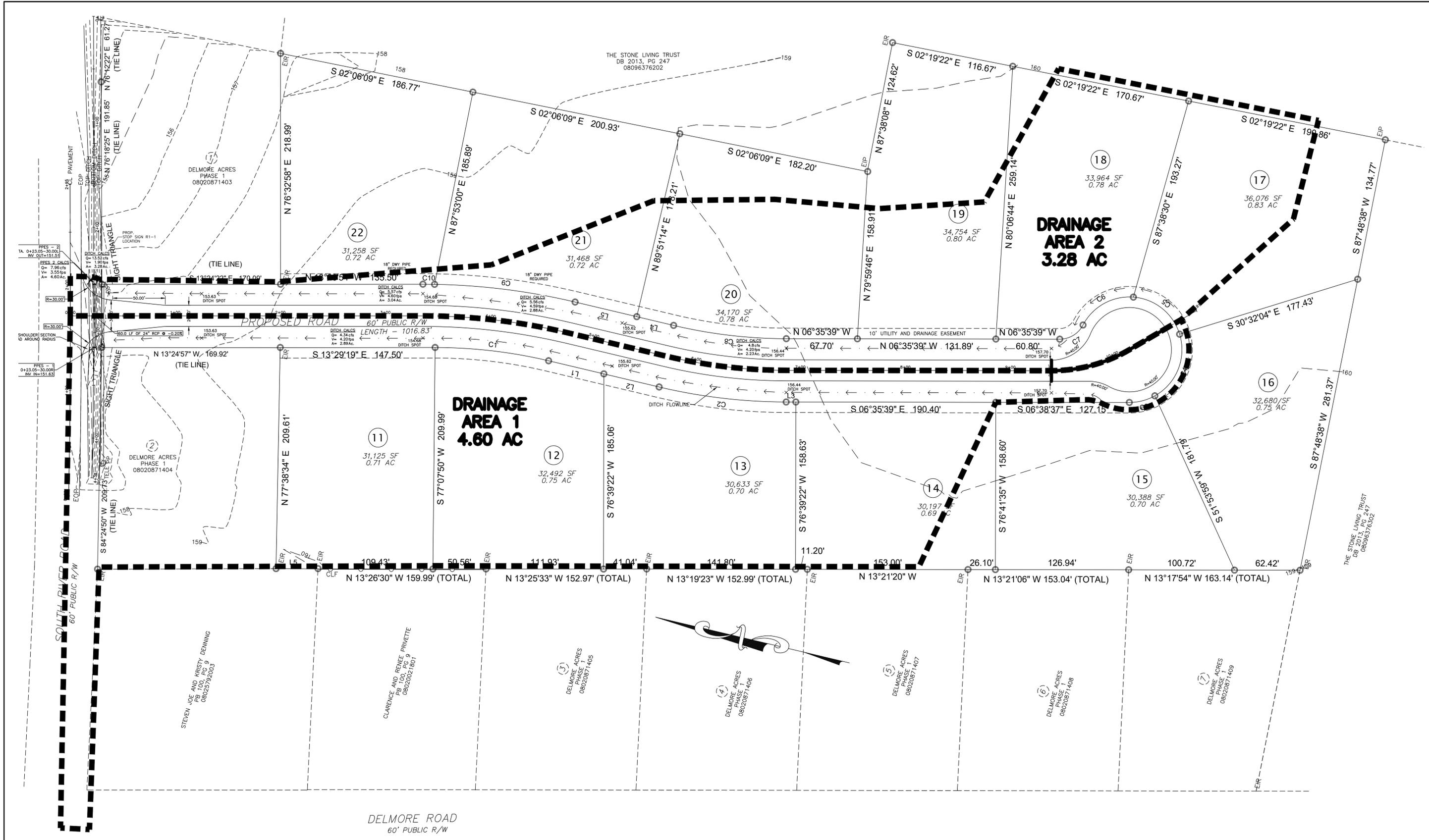
REVISIONS		
NO.	DESCRIPTION	DATE
1	NCDOT COMMENTS - ADDED PROFILE OF SOUTH RIVER RD PIPE	2024.01.09
2	NCDOT COMMENTS - CHANGED ROAD SLOPE FROM 0.25% TO 0.5%	2024.01.09
3	NCDOT COMMENTS - MINOR COMMENTS	2024.01.09
4	NCDOT COMMENTS - RAISED 24" DWY PIPE TO HAVE 0.2% DITCH SLOPE	2024.01.31

SCALE:
 H: 1"= 40'
 V: 1"= 4'

SHEET NO.:
C2

PROFILE
 DELMORE ACRES
 AUTRYVILLE, NORTH CAROLINA

JAMES DAIL, LLC



Averette Engineering Co., P.A.
 CIVIL ENGINEERING
 LAND SURVEYING
 PLANNING

Address:
 712 E. Lake Ridge Road
 Raeford, NC 28376

Phone: (910) 488-5656
 Fax: (910) 488-0181
 License: C-0146

Web: www.averette-eng.com

Established 1970

SEAL:
 NORTH CAROLINA
 PROFESSIONAL SURVEYOR
 SEAL
 021411
 01/09/24
 M. D. AVERETTE
 ENGINEER

DRAWN BY:
 M. D. AVERETTE

CHECKED BY:
 M. D. AVERETTE2

PROJECT #:
 2020-11

DRAWING NAME:
 DELMORE ACRES-ROAD DESIGN.DWG

DATE:
 JANUARY 9TH, 2024

REVISIONS		
NO.	DESCRIPTION	DATE
1	NCDOT COMMENTS - ADDED PROFILE OF SOUTH RIVER RD PIPE	2024.01.09
2	NCDOT COMMENTS - CHANGED ROAD SLOPE FROM 0.25% TO 0.5%	2024.01.09
3	NCDOT COMMENTS - MINOR COMMENTS	2024.01.09
4	NCDOT COMMENTS - RAISED 24" DWY PIPE TO HAVE 0.2% DITCH SLOPE	2024.01.31

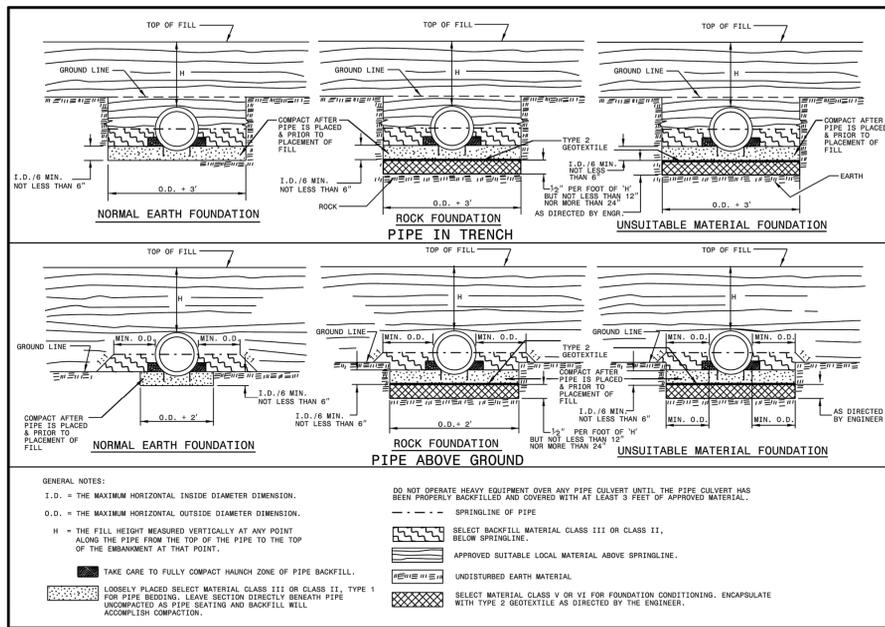
DRAINAGE AREAS
 DELMORE ACRES
 AUTRYVILLE, NORTH CAROLINA

JAMES DAIL, LLC

SCALE:
 H: 1" = 40'

SHEET NO.:

C3



FLEXIBLE PIPE

Round Corrugated Steel Pipe 2 2/3 x 1/2 corrugation **								
Diameter (inches)	Minimum cover (inches)	(Ga)	16	14	12			
12	12	204	256	12	8			
15	12	162	204	12	8			
18	12	135	169	239	12	8		
21	12	115	145	204	12	8		
24	12	100	126	178	12	8		
30	12	79	100	142	12	8		
36	12	65	83	117	152	12	8	
42	12	55	70	100	130	160	12	8
48	12	48	61	87	113	139	12	8
54	12	42	54	77	100	123	12	8
60	12	38	48	69	90	111	12	8
66	12	35	44	64	83	104	12	8
72	12	32	40	59	76	97	12	8
78	12	30	38	55	71	92	12	8
84	12	28	36	51	66	87	12	8

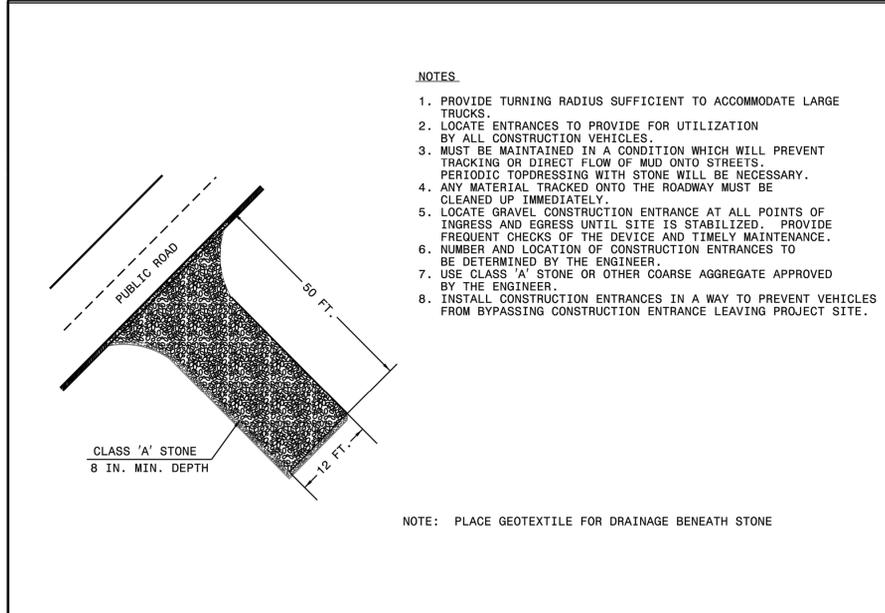
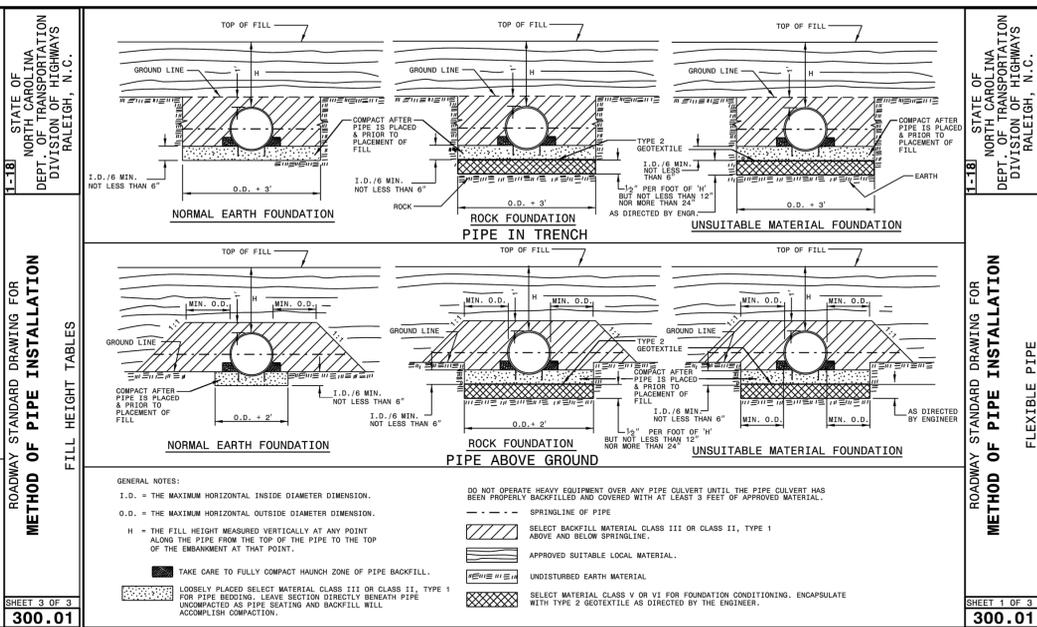
Round Corrugated Aluminum Pipe 2 2/3 x 1/2 corrugation **						
Diameter (inches)	Minimum cover (inches)	(Ga)	16	14	12	
12	12	123	155	218	281	344
15	12	98	123	174	224	275
18	12	81	102	144	187	228
21	12	69	87	123	160	195
24	12	60	76	108	139	171
27	12	54	67	95	123	151
30	12	50	62	88	114	141
36	12	42	52	73	96	120
42	12	36	45	63	84	105
48	12	32	40	57	75	94
54	12	29	37	53	69	87
60	12	27	35	50	65	82
66	12	25	33	47	61	77
72	12	24	32	45	59	74
78	12	23	31	44	57	72
84	12	22	30	43	56	71

** FOR DIFFERENT CORRUGATIONS AND ARCH PIPES REFER TO ROADWAY DESIGN MANUAL OR MANUFACTURERS SPECIFICATION.

REFER TO THE FOLLOWING FOR PIPE SPECIFICATIONS:
 CSP - AASHTO M36
 CAAP - AASHTO M196
 HDPE - AASHTO M294
 PVC - ASTM F349 or AASHTO M304

NOTES: FILL HEIGHTS SHOWN WERE CALCULATED USING AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS

1' MINIMUM COVER FOR ALL SIDE DRAIN PIPE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS



Section 3 Asphalt Pavement Design - 2020

Figure 3-3 ASPHALT MIX TYPES

Mix Type	General Use	ESAL Range (Million)	Binder PG Grade
SA-1	Surface Course	Less than 0.3	64-22
S4.75A	Surface Course	Less than 1.0	64-22
S9.5B	Surface Course	0 to 3	64-22
S9.5C	Surface Course	3 to 30	64-22
S9.5D	Surface Course	More than 30	76-22
I19.0C	Intermediate Course	ALL	64-22
B25.0C	Base Course	ALL	64-22

3.3 PAVEMENT LAYER DEPTH GUIDELINES (FOR PAVEMENT DESIGN PURPOSES)

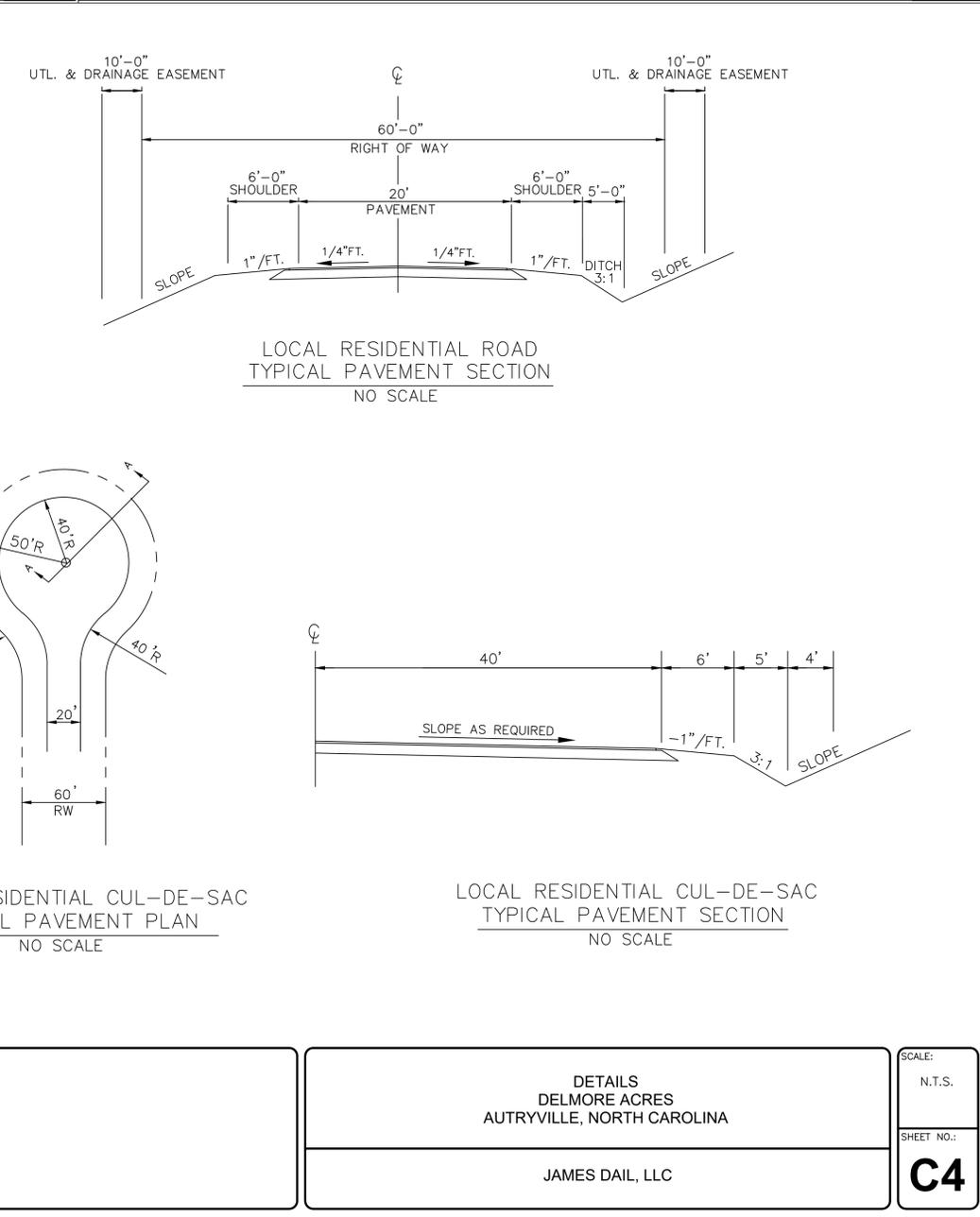
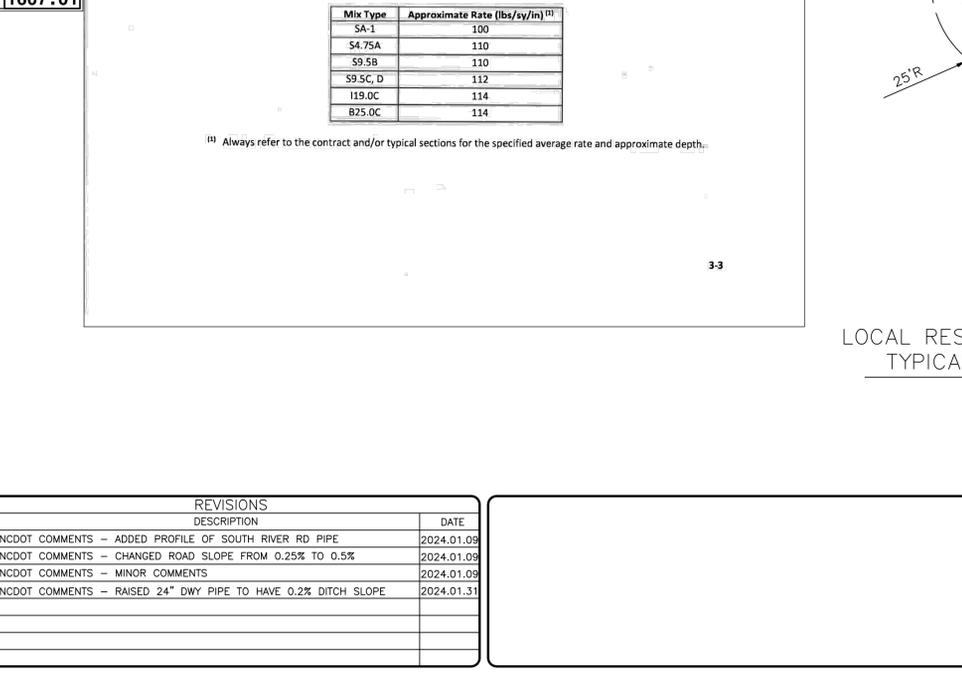
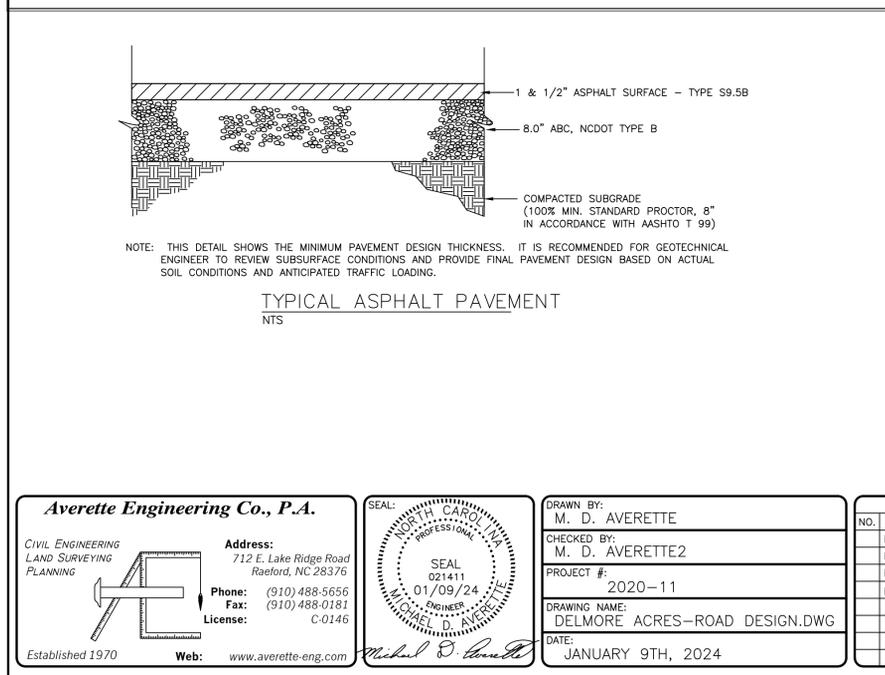
Mix Type	Lift Thickness (Inches)		
	Minimum Lift (1)	Maximum Lift	Normal Total Layer
SA-1	0.50	1.0	2.0
S4.75A	0.75	1.0	2.0
S9.5B	1.0	1.5	3.0
S9.5C, D	1.5	2.0	3.0
I19.0C	2.5	4.0	4.0
B25.0C	3.0 (2)	5.5	---

(1) Approximate Minimum Thickness; lower rates may be used for leveling courses.
 (2) For B25.0C placed on unstabilized subgrade, minimum lift thickness is 4.0 in.

3.4 APPLICATION RATES OF SPREAD PER INCH DEPTH

Mix Type	Approximate Rate (lbs/cy/in) (3)
SA-1	100
S4.75A	110
S9.5B	110
S9.5C, D	112
I19.0C	114
B25.0C	114

(3) Always refer to the contract and/or typical sections for the specified average rate and approximate depth.



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Established 1970
 Web: www.averette-eng.com

SEAL: NORTH CAROLINA PROFESSIONAL ENGINEER
 SEAL 021411
 01/09/24
 MICHAEL D. AVERETTE

DRAWN BY: M. D. AVERETTE
 CHECKED BY: M. D. AVERETTE2
 PROJECT #: 2020-11
 DRAWING NAME: DELMORE ACRES-ROAD DESIGN.DWG
 DATE: JANUARY 9TH, 2024

REVISIONS

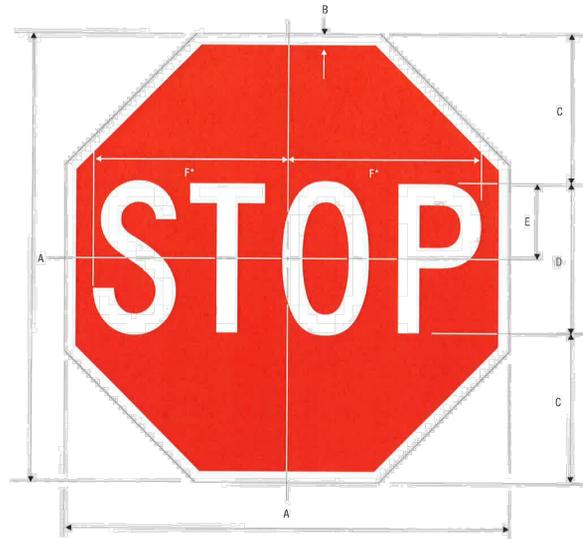
NO.	DESCRIPTION	DATE
NCDOT COMMENTS - ADDED PROFILE OF SOUTH RIVER RD PIPE		2024.01.09
NCDOT COMMENTS - CHANGED ROAD SLOPE FROM 0.25% TO 0.5%		2024.01.09
NCDOT COMMENTS - MINOR COMMENTS		2024.01.09
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DETAILS DELMORE ACRES AUTRYVILLE, NORTH CAROLINA

JAMES DAIL, LLC

SCALE: N.T.S.

SHEET NO.: **C4**



R1-1
STOP
Reduce spacing 40%

A	B	C	D	E	F
18	.375	6	6 C	3	7.75
24	.625	8	8 C	4	10
30	.75	10	10 C	5	12.5
36	.875	12	12 C	6	15
48	1.25	16	16 C	8	20

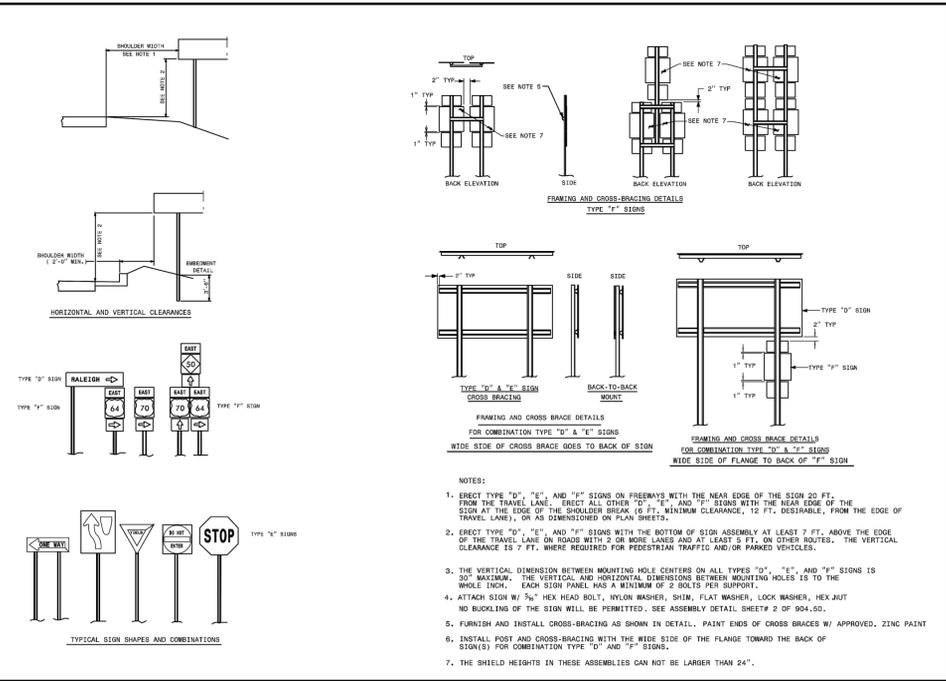
COLORS: LEGEND — WHITE (RETROREFLECTIVE)
BACKGROUND — RED (RETROREFLECTIVE)

1-1

STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ENGLISH STANDARD DRAWING FOR
MOUNTING OF
TYPE 'D', 'E' AND 'F' SIGNS
ON 'U' CHANNEL POSTS

SHEET 1 OF 2
904.50



STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

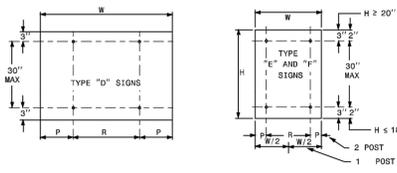
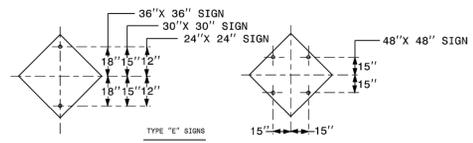
ENGLISH STANDARD DRAWING FOR
MOUNTING OF
TYPE 'D', 'E' AND 'F' SIGNS
ON 'U' CHANNEL POSTS

SHEET 1 OF 2
904.50

STATE OF NORTH CAROLINA
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DIVISION OF HIGHWAYS
RALEIGH, N.C.

ENGLISH STANDARD DRAWING FOR
MOUNTING OF
TYPE 'D', 'E' AND 'F' SIGNS
ON 'U' CHANNEL POSTS

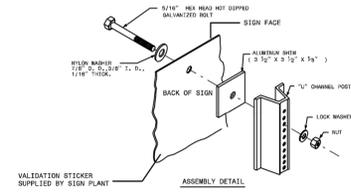
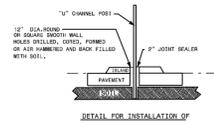
SHEET 2 OF 2
904.50



NO. SUPPORTS	
2	3
P .207W	.145W
R .585W	.262W

*MINIMUM 4 FT. BETWEEN CHANNEL POSTS

HOLE PUNCHING DETAIL



VALIDATION STICKER SUPPLIED BY SIGN PLANT

STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

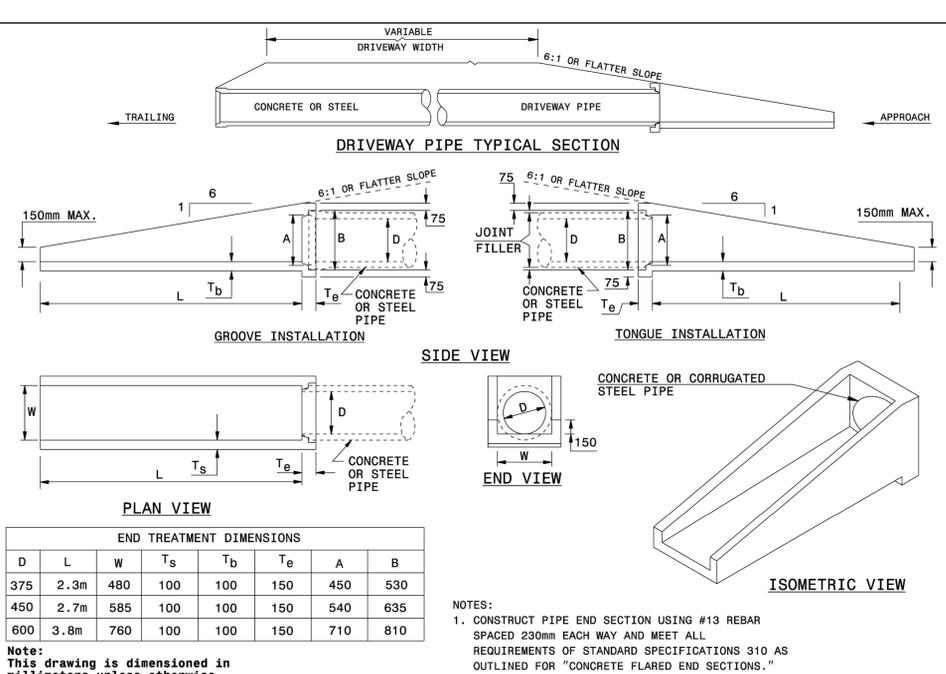
ENGLISH STANDARD DRAWING FOR
MOUNTING OF
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SHEET 2 OF 2
904.50

STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

METRIC STANDARD DRAWING FOR
PARALLEL PIPE END SECTION
PRECAST CONCRETE SECTION
FOR 375mm TO 600mm PIPE

SHEET 1 OF 1
310.02



END TREATMENT DIMENSIONS							
D	L	W	T _s	T _b	T _e	A	B
375	2.3m	480	100	100	150	450	530
450	2.7m	585	100	100	150	540	635
600	3.8m	760	100	100	150	710	810

Note: This drawing is dimensioned in millimeters unless otherwise depicted within the drawing.

- NOTES:
- CONSTRUCT PIPE END SECTION USING #13 REBAR SPACED 230mm EACH WAY AND MEET ALL REQUIREMENTS OF STANDARD SPECIFICATIONS 310 WAS OUTLINED FOR "CONCRETE FLARED END SECTIONS."
 - CHAMFER ALL EXPOSED CORNERS 20mm.

STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

METRIC STANDARD DRAWING FOR
PARALLEL PIPE END SECTION
PRECAST CONCRETE SECTION
FOR 375mm TO 600mm PIPE

SHEET 1 OF 1
310.02

Averette Engineering Co., P.A.
Civil Engineering
LAND SURVEYING
PLANNING
Address: 712 E. Lake Ridge Road
Raleigh, NC 28376
Phone: (910) 488-5656
Fax: (910) 488-0181
License: C-0146
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SEAL: NORTH CAROLINA PROFESSIONAL ENGINEER
SEAL 021411
01/09/24
M. D. AVERETTE

DRAWN BY: M. D. AVERETTE
CHECKED BY: M. D. AVERETTE2
PROJECT #: 2020-11
DRAWING NAME: DELMORE ACRES-ROAD DESIGN.DWG
DATE: JANUARY 9TH, 2024

REVISIONS		
NO.	DESCRIPTION	DATE
1	NCDOT COMMENTS — ADDED PROFILE OF SOUTH RIVER RD PIPE	2024.01.09
2	NCDOT COMMENTS — CHANGED ROAD SLOPE FROM 0.25% TO 0.5%	2024.01.09
3	NCDOT COMMENTS — MINOR COMMENTS	2024.01.09
4	NCDOT COMMENTS — RAISED 24" DWY PIPE TO HAVE 0.2% DITCH SLOPE	2024.01.31

DETAILS
DELMORE ACRES
AUTRYVILLE, NORTH CAROLINA
JAMES DAIL, LLC

SCALE: N.T.S.
SHEET NO.: C5

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2(b)

Meeting Date: May 6, 2024	<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 checked="" type="checkbox"/> Planning/Zoning
	<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Water District Issue

SUBJECT: Trinity Place Preliminary Plan Approval

DEPARTMENT: Sampson County Planning & Zoning

PUBLIC HEARING: No

CONTACT PERSON: Michelle Lance, Senior Planner

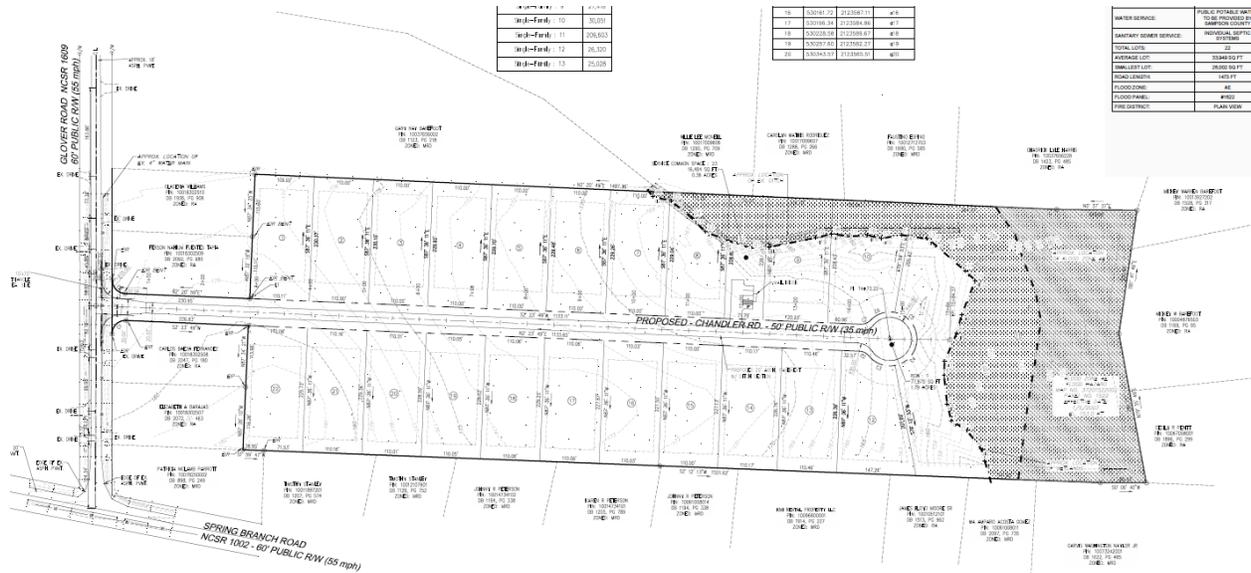
PURPOSE: To consider actions on Planning and Zoning items as recommended by Planning Board

ATTACHMENTS: Planning Board Meeting Minutes, Preliminary Plan Application, Staff Report, Maps, Preliminary Jurisdictional Determination Letter

BACKGROUND:
The preliminary plan for Trinity Place was reviewed by the Sampson County Planning Board at its April 9, 2024 meeting. Michelle Lance, Senior Planner, will provide an overview of the preliminary plan which proposes 22 single family lots being created. The subdivision is located on Glover Rd. in the Mingo township. The subject property is located within the Residential Agricultural (RA) zoning district. The properties will be served by County water and individual septic systems. The street serving the subdivision is proposed to be a 50' public right-of-way. The US Army Corp of Engineers has determined that approximately 5.287 acres of waters located on the parcel are wetlands. The Corp has assigned a project number to the site. The applicant is required to coordinate with the State on future construction.

The Planning Board voted unanimously to recommend approval of the preliminary plan. Staff is recommending approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

RECOMMENDED ACTION OR MOTION:
Approve the Preliminary Plan for Trinity Place as recommended by the Planning Board



SUMMARY OF ANALYSIS & RECOMMENDATION

Staff is recommending approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

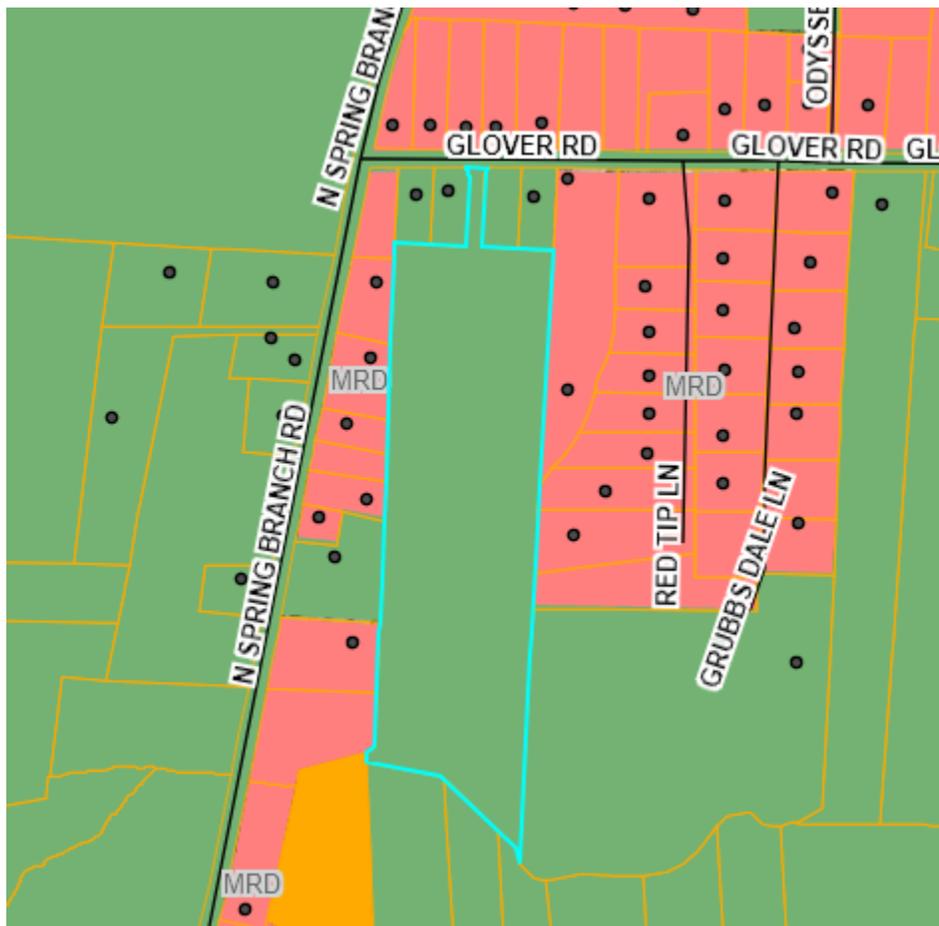
The subject parcel is located off Glover Road, just east of N Spring Branch Road. The proposed preliminary plat includes the creation of 22 single-family lots. The applicant proposes a single access point to Glover Road to serve the development. The applicant is proposing a 50' public ROW that terminates in a cul-de-sac. This road has been reviewed by the Fire Department and NCDOT to ensure compliance with NCDOT standards and adequate turn-around area in the cul-de-sac for emergency service vehicles. All proposed lots will be served by public water provided by Sampson County and individual private septic systems. A Cluster Mailbox Unit (CBU) is proposed in common space and will include parking for residents, including one handicap parking space. The applicant will be required to obtain all necessary permits from state agencies in accordance with the requirements of the ordinance prior to plat recordation and construction.

ANALYSIS OF COMPATIBILITY WITH ADOPTED PLANS

Sampson County Land Use Plan

The subject property is in the area designated as Residential Growth. This area has been determined to have a greater potential for development than the eastern and southern portions of Sampson County. Appropriate uses in the Residential Growth area include single-family home sites, residential subdivisions and manufactured home parks. The proposed development for single-family lots on this parcel is consistent with the Land Use Plan's Future Land Use Map designation.

Zoning



The subject property is located in the Residential Agricultural (RA) Zoning District. The purpose of the Residential Agricultural (RA) Zoning District is to provide an environment for residential use at densities that correspond with the available services and general farming operations as

defined herein. It is intended to protect the agricultural sections of the community from an increase of urban density development that would make the land less suitable for farms and to protect residential development that is primarily dependent on private wells and septic tanks to insure a safe and healthy living environment. In addition, some uses that are necessary in a rural environment, which are nonresidential in nature may be allowed with conditions or by special use. The surrounding parcels are a combination of RA and MRD zoning categories.

Environmental Site Conditions

- **Flood -Wetlands**– The southern portion of the overall tract is partially located in a flood zone and some wetlands are shown to be located on the parcel. The wetlands are indicated on lots 7, 8, 9, 10, and 11. The flood zone is only indicated to be located on lot 11. The applicant has provided a letter from US Army Corp of Engineers pertaining to the wetlands and will be required to coordinate with the State on future construction that occurs.

Water & Sewer Utilities

- The lots will be served by public water through Sampson County and individual private septic systems.

Transportation

- NCDOT Annual Average Daily Traffic counts were not available for Glover Rd. NCDOT Annual Average Daily Traffic count reported for connector N Spring Branch Rd for 2021 was 400 daily trips for this section.

Fire Service Protection

- The proposed development is located in the Plain View Fire District.

District Schools

- Midway Elementary
- Midway Middle
- Midway High

405 County Complex Rd.
Clinton NC 28328
Inspection: 910-592-0146
Planning: 910-631-1039
Fax: 910-596-0773



Hours of Operation:
Mon-Thurs. 7AM-5:30PM

Sampson County Inspection and Planning Department
Myron L. Cashwell
Inspection and Planning Director

Submit Form

SUBDIVISION APPLICATION

MAJOR SUBDIVISIONS - Sketch and Preliminary submittals must include 5 18X24 copies of plans.

Sketch plans must meet all applicable requirements in Section 501 of the Subdivision Ordinance.

Preliminary plans must meet all applicable requirements in Section 502 of the Subdivision Ordinance.

Preliminary submittals must also include a complete set of plans. **SKETCH PLAN APPROVAL IS REQUIRED**

BEFORE A PRELIMINARY PLAN IS SUBMITTED PER SECTION 402.1

OF THE SUBDIVISION ORDINANCE. An electronic copy of the plans must be emailed to

planning@sampsonnc.com. This application must also be entirely completed. Sketch submittal fee is

\$200. Preliminary Submittal fee is **\$300**. Applications are due by 5:30 PM on the submittal date **(PLEASE**

SEE THE ATTACHED SUBMITTAL SCHEDULE).

MAJOR SUBDIVISIONS – Final Plat submittals must include 5 18X24 copies of plans to be reviewed

and comments be provided before the mylar copy is printed. Plans must meet all applicable

requirements as outlined in Section 503 of the Subdivision Ordinance. All documents as outlined in

Section 505 of the Subdivision Ordinance must be submitted with the application as applicable. Final

Plats (Mylars) must meet the standards in Section 503, 504 and 506 of the Subdivision Ordinance as

applicable. In the event that all improvements have not been certified and completed, the applicant

must submit detailed cost estimates of incomplete infrastructure so that the surety may be determined,

in accordance with Article VII of the Subdivision Ordinance. A **\$100** filing fee must be included with final

plat recordation at the Register of Deeds.

MINOR & SERVICE SUBDIVISIONS – submittals must include 5 18X24 copies of plans for review

and comments be provided before the mylar copy is printed. Plans must meet all applicable

requirements as outlined in Section 503 of the Subdivision Ordinance. Final Plats (Mylars) must meet the

standards in Section 503, 504 and 506 of the Subdivision Ordinance as applicable. A **\$100** filing fee must

be included with final plat recordation at the Register of Deeds.

DATE SUBMITTED: 2/7/2024 resubmittal

SUBDIVISION GENERAL INFORMATION

SUBDIVISION NAME: TRINITY PLACE SUBDIVISION

ADDRESS: GLOVER ROAD, DUNN, NC 28334

PARCEL #: 10018302503

SUBDIVISION CLASSIFICATION: Circle the type of subdivision type.

- Sketch (Major)
- Preliminary (Major)
- Final (Major)
- Minor
- Service

TOTAL ACREAGE: 19.31

NUMBER OF LOTS: 22

SMALLEST LOT: 25000

AVERAGE LOT SIZE: 33,949

ZONING DISTRICT: RA

DEVELOPMENT TYPE: Circle the development type.

- Commercial
- Single-Family
- Townhouse/Multi-Family

WATER: SAMPSON COUNTY POTABLE WATER

SEWER: SEPTIC

STREETS (PUBLIC OR PRIVATE):

PUBLIC WITH 50 FT ROW

SURVEYOR/ENGINEER INFORMATION

NAME: GODWIN ENGINEERING
ADDRESS: PO BOX 4339, WINCHESTER, VA
PHONE: 540-450-4508
EMAIL: joe@godwinengineering.com

DEVELOPER INFORMATION

NAME: WILLIAM V. SMITH
ADDRESS: 9269 DUNN RD., SALEMBURG, NC 28385
PHONE: (910)337-2442
EMAIL: sheasmithrealty@gmail.com

PROPERTY OWNER INFORMATION

NAME: WILLIAM V. SMITH
ADDRESS: 9269 DUNN RD., SALEMBURG, NC 28385
PHONE: (910)337-2442
EMAIL: sheasmithrealty@gmail.com

PLEASE BE AWARE THAT YOU ARE NOT GUARANTEED TO HAVE YOUR APPLICATION HEARD ON THE BOARD OF COMMISSIONERS DATE LISTED IN THE CORRESPONDING COLUMN WITH YOUR SUBMITAL DATE. CERTAIN CIRCUMSTANCES MAY REQUIRE THE APPLICATION TO BE HEARD AT A LATER DATE THAN LISTED. SKETCH PLANS ARE APPROVED BY THE PLANNING BOARD. PRELIMINARY PLANS ARE APPROVED BY THE PLANNING BOARD AND BOARD OF COMMISSIONERS. FINAL PLATS ARE APPROVED ADMINISTRATIVELY.

2023 SUBMITTAL SCHEDULE

SUBMITTAL DATE	PLANNING BOARD	BOARD OF COMMISSIONERS
December 12 th	January 10 th (Tuesday night)	February 6 th
January 4 th	February 13 th	March 6 th
February 1 st	March 13 th	April 3 rd
March 1 st	April 10 th	May 1 st
April 5 th	May 8 th	June 5 th
May 3 rd	June 12 th	July 10 th
June 7 th	July 11 th	August 7 th
July 5 th	August 14 th	September 11 th
August 2 nd	September 12 th (Tuesday night)	October 2 nd
September 6 th	October 9 th	November 6 th
October 4 th	November 13 th	December 4 th
November 1 st	December 11 th	TBA Pending Release of the 2024 BOC Calendar

Regulatory Program/Division

Mr. William Smith
9269 Dunn Road
Salemberg, NC 28385
Via Email: sheasmithrealty@gmail.com

Dear Mr. Smith:

This letter is in response to your request to the Wilmington District, Wilmington RG Field Office for a preliminary jurisdictional determination (PJD). The project/review area is located on the South side of Glover Road, in between 1391 and 1339 Glover Road, approximately 0.07 miles West of the intersection of Glover Road and North Spring Branch Road (SR 1002), at Latitude 35.208389 and Longitude -78.586792; in Dunn, Sampson County, North Carolina. The review area for this determination is limited to an approximately 20.35 acre area (parcel ID number: 10018302503), which is illustrated on the enclosed site maps. This project has been assigned the file number SAW-2023-02246 (William Smith PJD Glover Road). This file number should be referenced in all correspondence concerning this project.

Based on our review of the information you furnished, and other information available to our office, we have preliminarily determined the above-referenced area may contain approximately 5.287 acre(s) of waters of the United States under the U.S. Army Corps of Engineers (Corps) regulatory jurisdiction. These waters are identified in the enclosed site maps, **Preliminary Wetland Delineation, William Smith, Glover Rd, Sampson Co. NC** dated August 4, 2023, and include 5.15 acres of wetlands and 2,400 linear feet of non-wetland waters. This determination was made in accordance with the Corps regulatory authority pursuant to Section 404 of the Clean Water Act, and based upon criteria contained in the 1987 Corps of Engineers Wetland Delineation Manual and the Atlantic and Gulf Coastal Plain regional supplement.

Section 404 of the Clean Water Act requires a Department of the Army (DA) permit be obtained prior to the discharge of dredged or fill material into waters of the United States, including wetlands. Section 10 of the Rivers and Harbors Act of 1899 requires a DA permit be obtained for any work in, on, over or under navigable waters of the United States.

For purposes of computation of impacts, compensatory mitigation requirements, and other resource protection measures, a permit decision made based on a preliminary jurisdictional determination will treat all waters including wetlands that would be affected in any way by the permitted activity on the site as if they are jurisdictional waters of the U.S. This preliminary determination is not an appealable action under the Regulatory Program Administrative Appeal Process (Reference 33 CFR Part 331). However, you may request an approved jurisdictional determination, which is an appealable action, by contacting the Corps district for further instructions.

This determination has been conducted to identify the limits of Corps' Clean Water Act jurisdiction for the review area identified in this request. The determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA Program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

You are cautioned that work performed in areas which may be waters of the United States, as indicated in the preliminary JD, without a Department of the Army permit could subject you to enforcement action.

If you have any questions concerning this correspondence, please contact Sarah (Liz) Hair, Regulatory Project Manager of the Wilmington RG Field Office at 910-251-4049, by mail at the above address, or by email at sarah.e.hair@usace.army.mil.

Please take a moment to complete our customer satisfaction survey located at <https://regulatory.ops.usace.army.mil/customer-service-survey/>.

Sincerely,

A light blue rectangular box containing a handwritten signature in cursive script that reads "Liz Hair".

Sarah (Liz) Hair
Regulatory Project Manager

Enclosures

cc: Mike Eaker, Southeastern Soil & Environmental Associates, Inc (via EMAIL: Mike@southeasternsoil.com)

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Mr. William Smith	File Number: SAW-2023-02246	Date: 12/7/2023
Attached is:		See Section below
<input type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
<input type="checkbox"/>	PERMIT DENIAL WITHOUT PREJUDICE	C
<input type="checkbox"/>	PERMIT DENIAL WITH PREJUDICE	D
<input type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	E
<input checked="" type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	F

SECTION I

The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/appeals/> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C. PERMIT DENIAL WITHOUT PREJUDICE: Not appealable

You received a permit denial without prejudice because a required Federal, state, and/or local authorization and/or certification has been denied for activities which also require a Department of the Army permit before final action has been taken on the Army permit application. The permit denial without prejudice is not appealable. There is no prejudice to the right of the applicant to reinstate processing of the Army permit application if subsequent approval is received from the appropriate Federal, state, and/or local agency on a previously denied authorization and/or certification.

D: PERMIT DENIAL WITH PREJUDICE: You may appeal the permit denial

You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information for reconsideration

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.
- **RECONSIDERATION:** You may request that the district engineer reconsider the approved JD by submitting new information or data to the district engineer within 60 days of the date of this notice. The district will determine whether the information submitted qualifies as new information or data that justifies reconsideration of the approved JD. A reconsideration request does not initiate the appeal process. You may submit a request for appeal to the division engineer to preserve your appeal rights while the district is determining whether the submitted information qualifies for a reconsideration.

F: PRELIMINARY JURISDICTIONAL DETERMINATION: Not appealable

You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also, you may provide new information for further consideration by the Corps to reevaluate the JD.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision you may contact:

District Engineer, Wilmington Regulatory Division
Attn: Sarah (Liz) Hair
Wilmington District U.S. Army Corps of Engineers
69 Darlington Avenue
Wilmington, NC 28403

If you have questions regarding the appeal process, or to submit your request for appeal, you may contact:

Krista Sabin
Regulatory Administrative Appeal Review Officer
U.S. Army Corps of Engineers
South Atlantic
60 Forsyth Street, Room M9
Atlanta, Georgia 30303-8801

Phone: 904-314-9631

Email: Krista.D.Sabin@usace.army.mil

SECTION II – REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. Use additional pages as necessary. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation and will have the opportunity to participate in all site investigations.

<hr/> <p>Signature of appellant or agent.</p>	Date:
Email address of appellant and/or agent:	Telephone number:

BACKGROUND INFORMATION

A. **REPORT COMPLETION DATE FOR PJD:** 07-DEC-2023

B. **NAME AND ADDRESS OF PERSON REQUESTING PJD:**

Smith, William
9269 Dunn Rd.
Salemberg, NC 28385

C. **DISTRICT OFFICE, FILE NAME, AND NUMBER:**

SAW, William Smith PJD Glover Rd / Dunn / Sampson, SAW-2023-02246

D. **PROJECT LOCATION(S) AND BACKGROUND INFORMATION:**

(USE THE TABLE BELOW TO DOCUMENT MULTIPLE AQUATIC RESOURCES AND/OR AQUATIC RESOURCES AT DIFFERENT SITES)

State: NC County/parish/borough: Sampson County City: Dunn
Center coordinates of site (lat/long in degree decimal format):
Lat.: 35.208389° Long.: -78.586766°
Universal Transverse Mercator: 17
Name of nearest waterbody: Williamson Swamp

E. **REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):**

- Office (Desk) Determination. Date: December 7, 2023
- Field Determination. Date(s):

TABLE OF AQUATIC RESOURCES IN REVIEW AREA WHICH "MAY BE" SUBJECT TO REGULATORY JURISDICTION.

Site Number	Latitude (decimal degrees)	Longitude (decimal degrees)	Estimated amount of aquatic resource in review area (acreage and linear feet, if applicable)	Type of aquatic resource (i.e., wetland vs. non-wetland waters)	Geographic authority to which the aquatic resource "may be" subject (i.e., Section 404 or Section 10/404)
Wetland	35.205062	-78.586792	5.15 acres	Wetland	Section 404
T1	35.206689	-78.586203	2,400 linear feet	Non-wetland	Section 404

- 1) The Corps of Engineers believes that there may be jurisdictional aquatic resources in the review area, and the requestor of this PJD is hereby advised of his or her option to request and obtain an approved JD (AJD) for that review area based on an informed decision after having discussed the various types of JDs and their characteristics and circumstances when they may be appropriate.
- 2) In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an AJD for the activity, the permit applicant is hereby made aware that: (1) the permit applicant has elected to seek a permit authorization based on a PJD, which

does not make an official determination of jurisdictional aquatic resources; (2) the applicant has the option to request an AJD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an AJD could possibly result in less compensatory mitigation being required or different special conditions; (3) the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) undertaking any activity in reliance upon the subject permit authorization without requesting an AJD constitutes the applicant's acceptance of the use of the PJD; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a PJD constitutes agreement that all aquatic resources in the review area affected in any way by that activity will be treated as jurisdictional, and waives any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an AJD or a PJD, the JD will be processed as soon as practicable. Further, an AJD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331. If, during an administrative appeal, it becomes appropriate to make an official determination whether geographic jurisdiction exists over aquatic resources in the review area, or to provide an official delineation of jurisdictional aquatic resources in the review area, the Corps will provide an AJD to accomplish that result, as soon as is practicable. This PJD finds that there "may be" waters of the U.S. and/or that there "may be" navigable waters of the U.S. on the subject review area, and identifies all aquatic features in the review area that could be affected by the proposed activity, based on the following information:

SUPPORTING DATA. Data reviewed for PJD (check all that apply)

Checked items should be included in subject file. Appropriately reference sources below where indicated for all checked items:

- X Maps, plans, plots or plat submitted by or on behalf of the PJD requestor:
Map: Southeastern Soil & Environmental Associates, Inc.
- X Data sheets prepared/submitted by or on behalf of the PJD requestor.
 - X Office concurs with data sheets/delineation report.
 - ___ Office does not concur with data sheets/delineation report. Rationale: _____.
- ___ Data sheets prepared by the Corps: _____.
- ___ Corps navigable waters' study: _____.
- ___ U.S. Geological Survey Hydrologic Atlas: _____.
- ___ USGS NHD data.
- ___ USGS 8- and 12-digit HUC maps.
- X U.S. Geological Survey map(s). Cite scale & quad name: Mingo 2022 1:9028 US Nat map
- X Natural Resources Conservation Service Soil Survey. Citation: Web Soil Survey 2023, Sampson County.
- ___ National wetlands inventory map(s). Cite name: _____.
- ___ State/local wetland inventory map(s): _____.
- ___ FEMA/FIRM maps: _____.
- ___ 100-year Floodplain Elevation is: _____ (National Geodetic Vertical Datum of 1929)
- X Photographs: X Aerial (Name & Date): ArcGIS Sampson 2022 Aerial.

Other (Name & Date): Trinity Place Wetland Photos dated 10/28/2023.
 Previous determination(s). File no. and date of response letter: _____.
 Other information (please specify): NRV SAD Wilmington Viewer.

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

Liz Hair 2023-12-07

Liz Hair

Signature and date of Regulatory staff member completing PJD

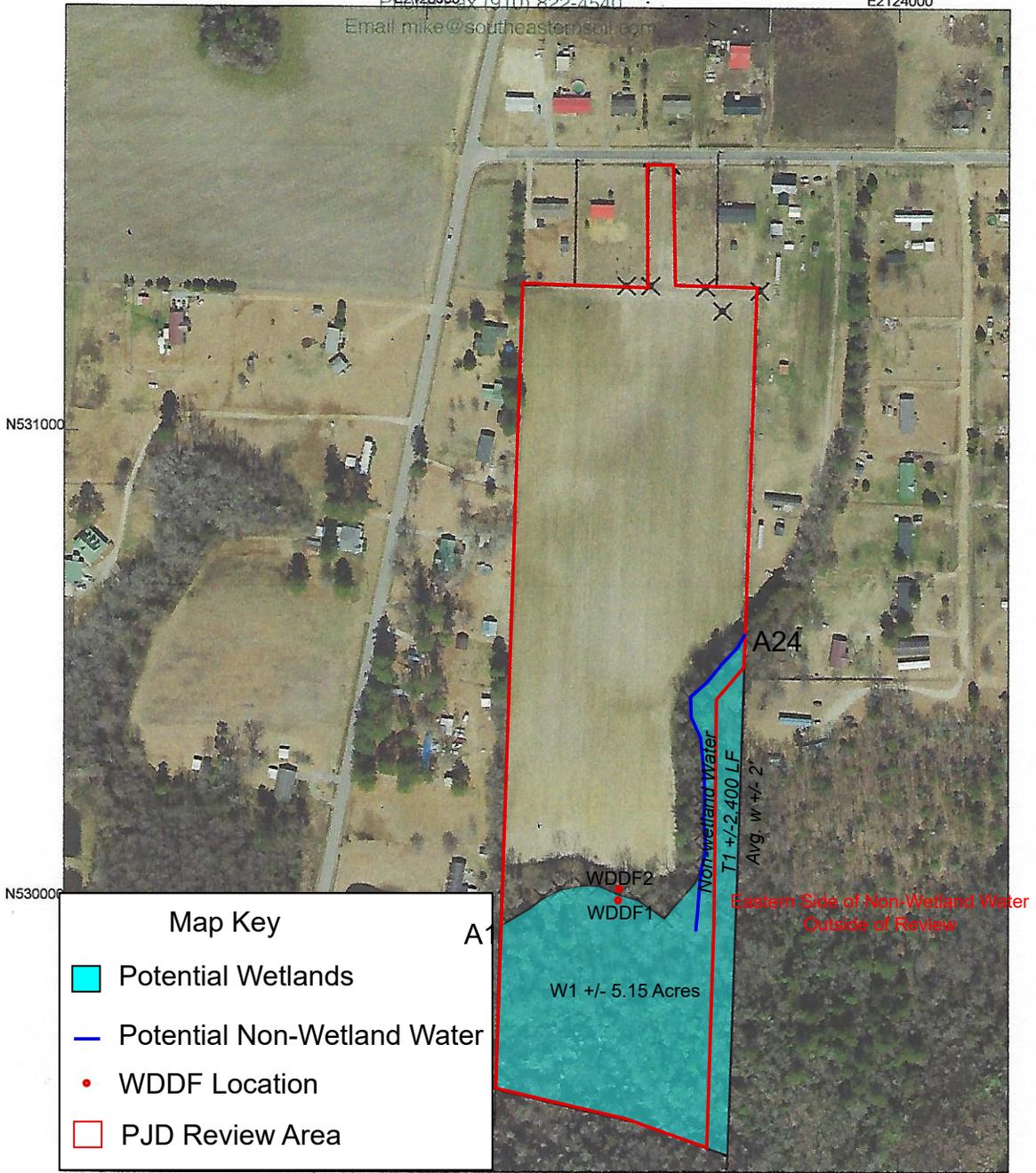
*refer to PJD form dated 2023-11-05
(submitted w/ JD request)

Signature and date of person requesting PJD (REQUIRED, unless obtaining the signature is impracticable)¹

Southeastern Soil & Environmental Associates, Inc.

P.O. Box 9321
 Fayetteville, NC 28311
 PE2123000, (910) 822-4540
 Email mike@southeasternsoil.com

E2124000



Preliminary Wetland Delineation, William Smith Glover Rd., Sampson Co., NC

US State Plane 1983
 North Carolina 3200
 NAD 1983 (Conus)



Scale 1:4,380



Feet

SMITH WETLAND.SSF

8/4/2023

GPS Pathfinder® Office



TRINITY PLACE SUBDIVISION DUNN, NC SAMPSON COUNTY

Godwin Engineering, PA
P.O. Box 4339, Winchester, VA 22604
www.godwinengineering.com
Phone: (540)450-4508
Firm No.: NC: C-2992 / VA: 08486

NO.	DATE	REVISIONS DESCRIPTION

TITLE: COVER
PROJECT: TRINITY PLACE SUBDIVISION

PRELIMINARY
NOT FOR CONSTRUCTION

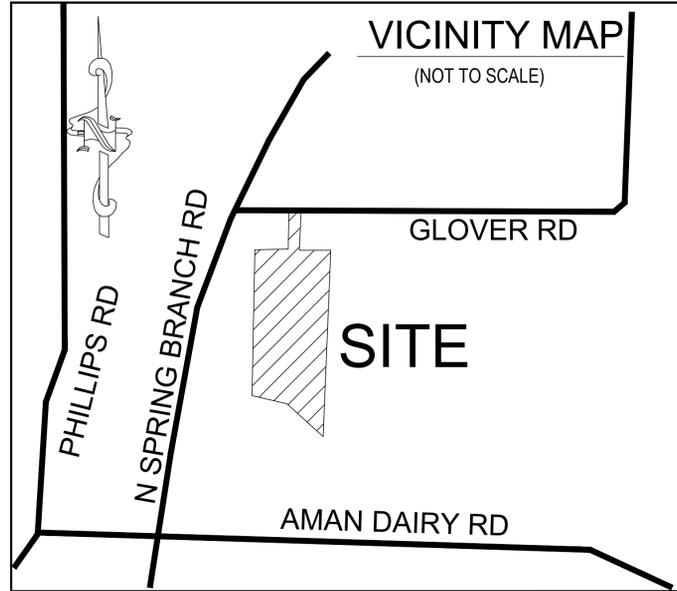
DATE: 2/7/24

CLIENT:
WILLIAM V. SMITH
8209 DUNN RD.
SALEMBURG, NC 28385

PROJECT NO.: 14WN0001
DESIGNED BY: JEG
DRAWN BY: JEG
CHECKED BY: JEG
SCALE: NA

PROJECT ADDRESS:
GLOVER RD.
DUNN, NC
APPROXIMATE COORDINATES:
35 2099 .78 5867
TOWNSHIP: MINGO
COUNTY: SAMPSON

CG001
SHEET:



LEGEND

- o PROPERTY CORNER
- CENTER LINE
- ⊕ FIRE HYDRANT
- △ FLARED END SECTION
- ⊕ GAS VALVE
- ⊕ LIGHT POLE / AREA LIGHT
- ⊕ SIGN
- ⊕ UTILITY/POWER POLE
- ⊕ GUY WIRE
- ⊕ POST INDICATOR VALVE
- ⊕ SANITARY SEWER MANHOLE
- ⊕ SANITARY SEWER CLEAN OUT
- ⊕ STORM DRAINAGE MANHOLE
- ⊕ STORM DRAINAGE CATCH BASIN
- ⊕ STORM DRAINAGE DROP INLET
- ⊕ FIBER OPTIC MARKER
- ⊕ TELEPHONE PEDESTAL
- ⊕ WATER METER
- ⊕ WATER VALVE
- ⊕ WELL
- 100 --- EXISTING MAJOR CONTOUR
- 101 --- EXISTING MINOR CONTOUR
- 100 --- PROPOSED MAJOR CONTOUR
- 101 --- PROPOSED MINOR CONTOUR
- OVERHEAD ELECTRIC
- WATER PIPE
- SANITARY SEWER PIPE
- == SOIL PATH
- PAVED ROAD
- PROPERTY LINE - SURVEYED
- PROPERTY LINE - NOT SURVEYED
- SETBACK LINE
- RIGHT-OF-WAY
- CENTERLINE OF ROAD
- WOOD LINE
- ⊕ WETLANDS

EROSION & SEDIMENTATION CONTROL LEGEND:

- DISTURBED LIMITS
- SWALE OR DIVERSION DITCH
- TEMPORARY SILT FENCE
- ⊕ RIP-RAP APRON
- ⊕ TEMPORARY ROCK DONUT INLET PROTECTION
- ⊕ STONE AND HARDWARE INLET PROTECTION
- ⊕ LEVEL SPREADER
- ⊕ CHECK DAM WITH WEIR

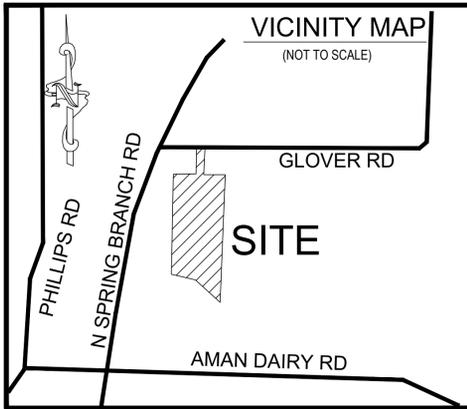
NOTATION

- AC ACRES
- ACP ASBESTOS CEMENT PIPE
- AG ABOVE GRADE
- BC BACK OF CURB
- BLDG BUILDING
- BRG BEARING
- C CURVE
- CAMP CORRUGATED ARCH METAL PIPE
- CB CATCH BASIN
- CH CHORD
- CL CENTERLINE
- CMP CORRUGATED METAL PIPE
- CMU CONCRETE MASONRY UNIT
- CO CLEAN OUT
- CONC CONCRETE
- CP CALCULATED POINT
- CPP CORRUGATED PLASTIC PIPE
- DB DEED BOOK
- DI DROP INLET
- DIP DUCTILE IRON PIPE
- DMH STORM DRAINAGE MANHOLE
- ECM EX. CONCRETE MONUMENT
- ECMD EX. CONC. MON. DISTURBED
- ECS EXISTING COTTON SPINDLE
- EIA EXISTING IRON AXLE
- EIP EXISTING IRON PIPE
- EIPD EX. IRON PIPE DISTURBED
- EIS EXISTING IRON STAKE
- EISD EX. IRON STAKE DISTURBED
- ELK EXISTING LIGHTER KNOT
- EOC EDGE OF CONCRETE
- EOP EDGE OF PAVEMENT
- EMH ELECTRIC MANHOLE
- EPK EXISTING P.K. / MAG NAIL
- ERRS EXISTING RAILROAD SPIKE
- EX EXISTING
- FFE FINISHED FLOOR ELEVATION
- FO FIBER OPTIC
- HDP HIGH-DENSITY POLYETHYLENE
- ISS IRON STAKE SET
- L LINE
- MB MAP BOOK
- MH SANITARY SEWER MANHOLE
- NCGS NC GEODETIC MONUMENT
- OH OVERHEAD
- OHE OVERHEAD ELECTRIC
- P PAGE
- PB PLAT BOOK
- PC PLAT CABINET
- PIN PARCEL IDENTIFICATION NUMBER
- PIV POST INDICATOR VALVE
- PKS P.K. / MAG NAIL SET
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PVC POLYVINYL CHLORIDE
- R/W RIGHT-OF-WAY
- RCP REINFORCED CONCRETE PIPE
- RRSS RAILROAD SPIKE SET
- SL SLIDE
- SF SQUARE FEET
- STRC STRUCTURE
- TN TRAVERSE NAIL
- TP TRAVERSE POINT
- UG UNDER GROUND
- VCP VITRIFIED CLAY PIPE
- WC WITNESS CORNER

Sheet List Table			
Sheet Number	Sheet Title	Sheet Revision Number	Sheet Revision Date
CG001	COVER		
CV101	EXISTING CONDITIONS		
CS101	SITE PLAN		
CU101	UTILITY PLAN		
CG101	GRADING & DRAINAGE PLAN		
CP201	PLAN & PROFILE CHANDLER RD		
CD501	SITE & UTILITY DETAILS		
CD502	SITE DETAILS		

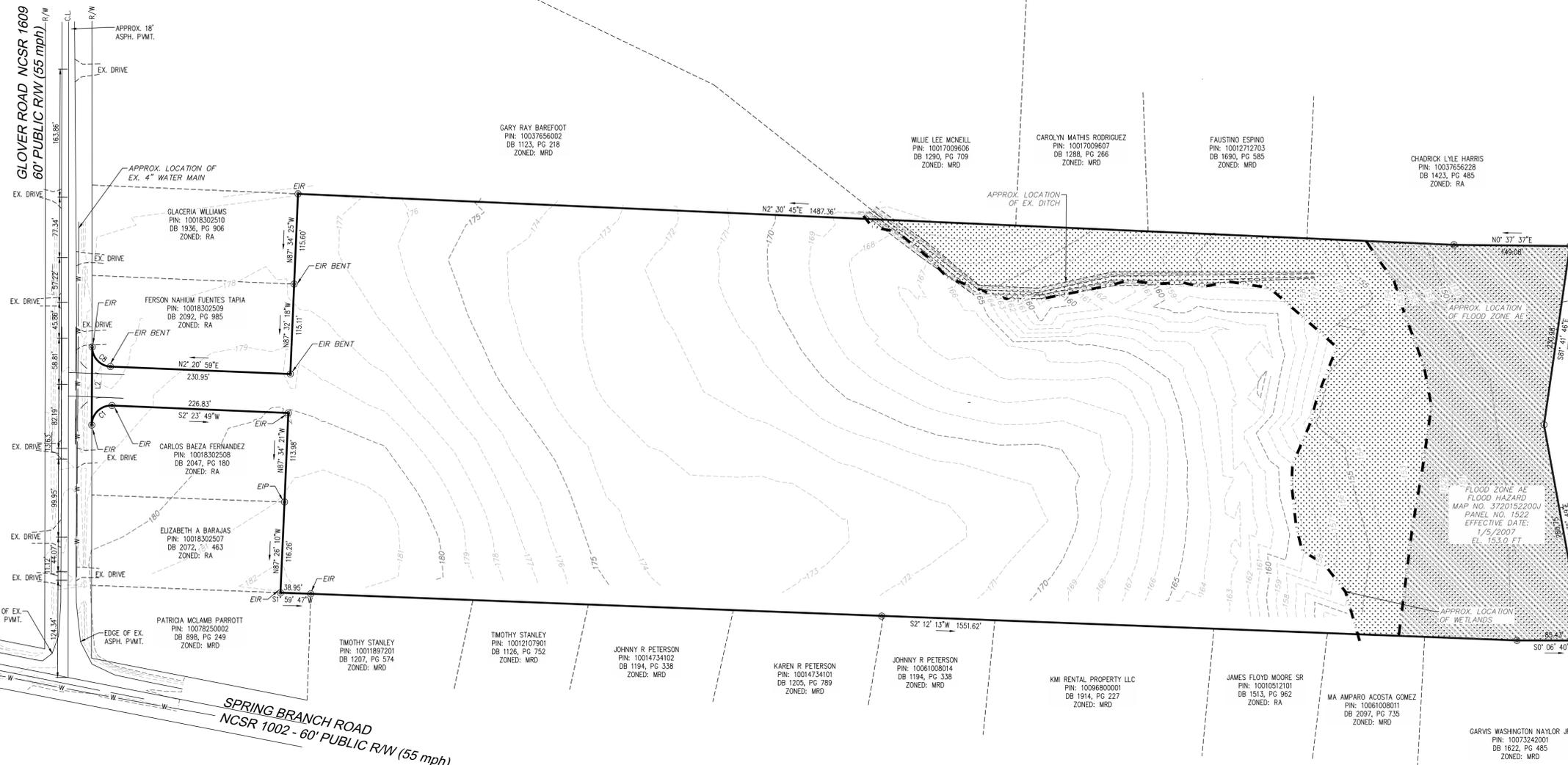


*** CAUTION ***
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	40.17'	25.00'	S43° 38' 14"E	35.99'
C2	21.03'	25.00'	N26° 29' 30"E	20.41'
C3	53.56'	50.00'	S19° 53' 52"W	51.04'
C4	138.86'	50.00'	N89° 38' 50"E	98.35'
C5	138.86'	50.00'	N89° 38' 50"E	98.35'
C6	48.76'	50.00'	N17° 51' 14"W	46.85'
C7	21.03'	25.00'	S21° 41' 53"E	20.41'
C8	38.39'	25.00'	N46° 20' 20"E	34.73'

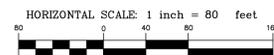
LINE TABLE		
LINE #	LENGTH	BEARING
L1	0.13'	N87° 32' 18"W
L2	99.75'	N89° 40' 18"W



GENERAL NOTES

- BOUNDARY AND TOPOGRAPHICAL DATA PERFORMED BY ON THE LEVEL LAND SURVEYING, PLLC.
- ALL EIS AND EIPS ARE "CONTROL CORNERS".
- NO NCGS MONUMENTS FOUND WITHIN 2000' OF THE PROPERTY.
- ALL BEARINGS ARE REFERENCED TO DEED BK 1472, PG 942 AND PLAT BK 41, PG 33. ALL DISTANCES ARE HORIZONTAL.
- DEED REFERENCES AS NOTED ON MAP.
- THERE IS EXISTING UNDERGROUND SAMPSON COUNTY WATER ALONG GLOVER ROAD ACCORDING TO SAMPSON COUNTY GIS.
- A PORTION OF THIS SITE IS LOCATED IN A FLOOD ZONE AE, PER FEMA FLOOD HAZARD PANEL NO. 3720152200J, EFFECTIVE DATE 01/05/2007. THE APPROXIMATE LOCATION OF THE FLOOD BOUNDARY IS SHOWN.
- WETLANDS DELINEATION BY SOUTHEASTERN SOIL & ENVIRONMENTAL ASSOCIATES, INC. (010)822-4540

SURVEYED BY:
ON THE LEVEL . LAND SURVEYING, PLLC.
 JAMES LONNIE PEACOCK, PLS
 NC Reg. Land Surveyor No. L-5141
 1646 DENNING RD.
 BENSON, N.C 27504
 TELEPHONE: 919-422-3580



Godwin Engineering, PA
 P.O. Box 4339, Winchester, VA 22604
 www.godwinengineering.com
 Phone: (540)450-4508
 Firm No.: NC: C-2992 / VA: 08486

NO.	DATE	REVISIONS DESCRIPTION

EXISTING CONDITIONS
TRINITY PLACE SUBDIVISION

TITLE:
 SEAL:

PRELIMINARY
 NOT FOR CONSTRUCTION

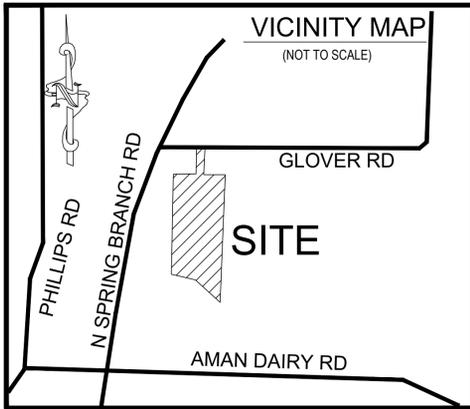
DATE: 2/7/24
 CLIENT:

WILLIAM V. SMITH
 8209 DUNN RD.
 SALEM, NC 28385

PROJECT NO.: 14WN0001
 DESIGNED BY: JEG
 DRAWN BY: JEG
 CHECKED BY: JEG
 SCALE: AS SHOWN

PROJECT ADDRESS:
 GLOVER RD.
 DUNN, NC
 APPROXIMATE COORDINATES:
 35 209.78 5867
 TOWNSHIP: MINGO
 COUNTY: SAMPSON

CV101
 SHEET:



Godwin Engineering, PA
 P.O. Box 4339, Winchester, VA 22604
 www.godwinengineering.com
 Phone: (540)450-4508
 Firm No.: NC: C-2992 / VA: 08486

NO.	DATE	REVISIONS	DESCRIPTION

UTILITY PLAN
TRINITY PLACE SUBDIVISION

TITLE: _____
 SEAL: _____

PRELIMINARY
 NOT FOR CONSTRUCTION

DATE: 2/7/24
 CLIENT: _____

WILLIAM V. SMITH
 8209 DUNN RD.
 SALEMBURG, NC 28385

PROJECT NO.: 14WN001
 DESIGNED BY: JEG
 DRAWN BY: JEG
 CHECKED BY: JEG
 SCALE: _____

PROJECT ADDRESS:
 GLOVER RD.
 DUNN, NC
 APPROXIMATE COORDINATES:
 35 2099 .78 5867
 TOWNSHIP: MINGO
 COUNTY: SAMPSON

CU101
 SHEET: _____



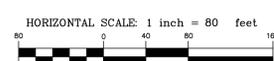
GENERAL NOTES

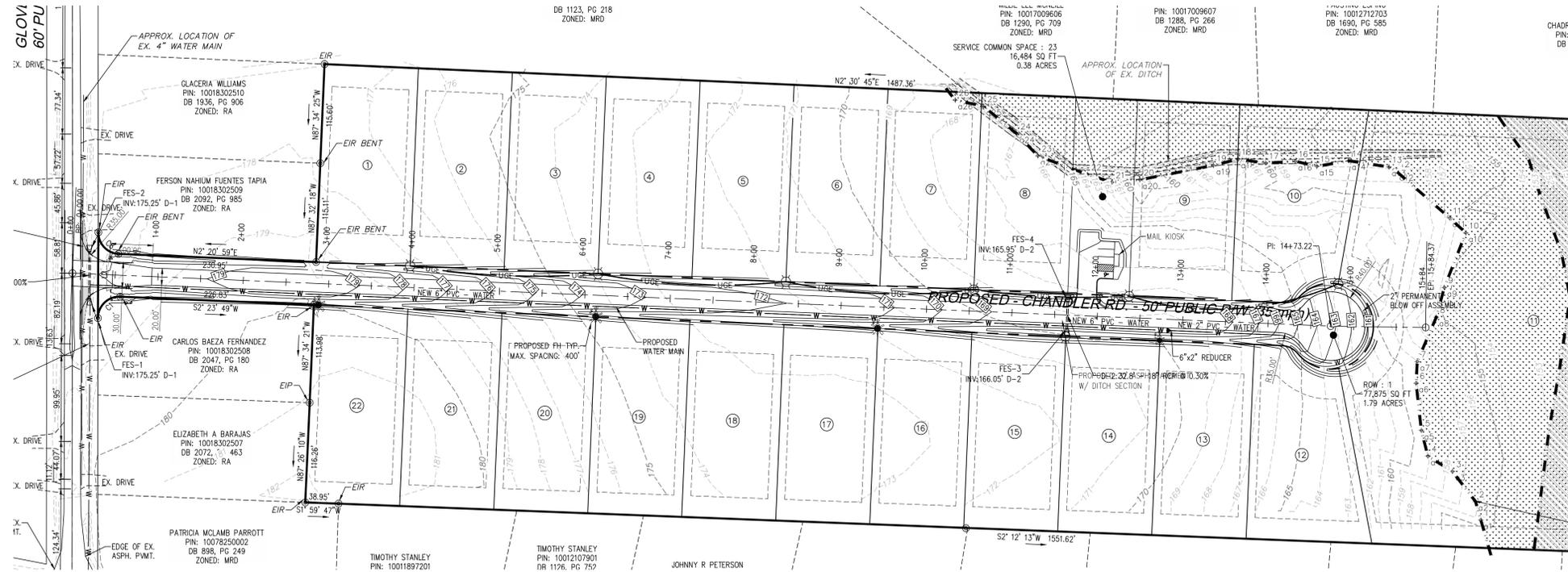
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- PRELIMINARY WETLANDS DELINEATION BY SOUTHEASTERN SOIL & ENVIRONMENTAL ASSOCIATES, INC. (910)822-4540

SURVEYED BY:
ON THE LEVEL . LAND SURVEYING, PLLC.
 JAMES LONNIE PEACOCK, PLS
 NC Reg. Land Surveyor No. L-5141
 1646 DENNING RD.
 BENSON, N.C 27504
 TELEPHONE: 919-422-3580

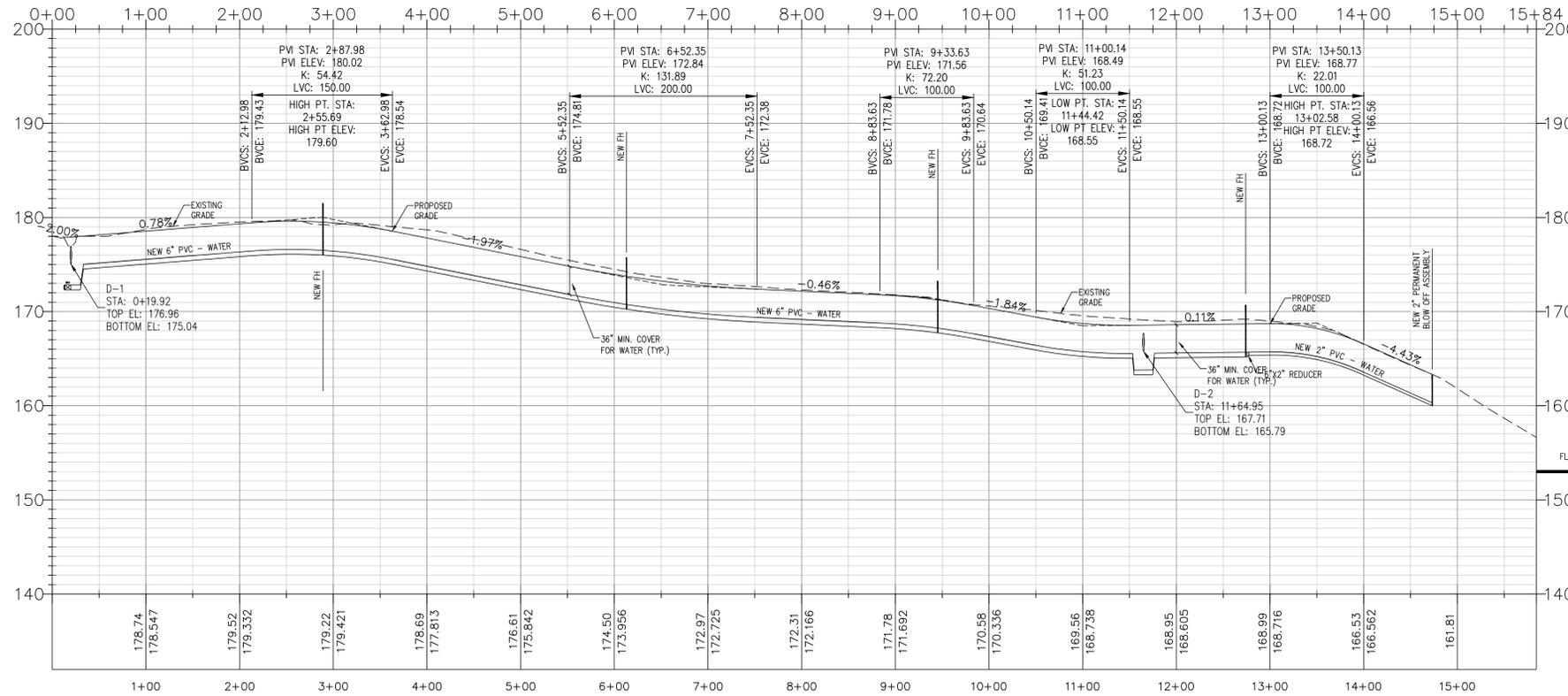


*** CAUTION ***
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY. INFORMATION AND EXISTING DRAWINGS. THE ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRESS ALL SUCH UTILITIES IN THE AREA. EITHER IN SERVICE OR ABANDONED. THE ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

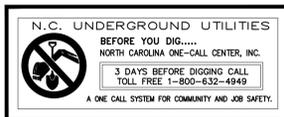




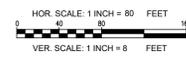
CHANDLER RD PROFILE



CAUTION



*** CAUTION ***
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



Godwin Engineering, PA
 P.O. Box 4339, Winchester, VA 22604
 www.godwinengineering.com
 Phone: (540)450-4508
 Firm No.: NC: C-2992 / VA: 08486

NO.	DATE	REVISIONS DESCRIPTION

TITLE: **PLAN & PROFILE CHANDLER RD**
 PROJECT: **TRINITY PLACE SUBDIVISION**

PRELIMINARY
 NOT FOR CONSTRUCTION

DATE: 2/7/24

CLIENT: **WILLIAM V. SMITH**
 8209 DUNN RD.
 SALEMBURG, NC 28385

PROJECT NO.: 14WN0001
 DESIGNED BY: JEG
 DRAWN BY: JEG
 CHECKED BY: JEG
 SCALE: AS SHOWN
 PROJECT ADDRESS: GLOVER RD, DUNN, NC
 APPROXIMATE COORDINATES: 35 2099, -78 5867
 TOWNSHIP: MINGO
 COUNTY: SAMPSON

CP201
 SHEET:

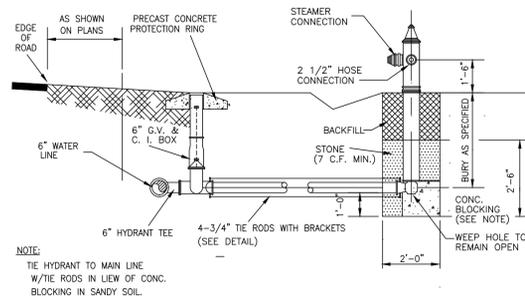


PIPE BEDDED IN SAND, GRANULAR MATERIAL OR GRADED GRAVEL TO THE DEPTH OF 1/3 PIPE DIAMETER. 4" MIN. JOB EXCAVATED MATERIAL COMPACTED TO 4" ABOVE TOP OF PIPE. (APPROX. 95% STANDARD PROCTOR, AASHTO T-99)

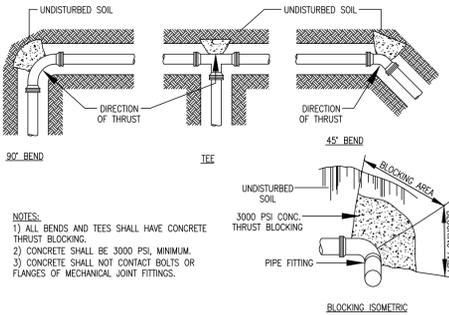
TYPE 4

ALL PVC WATER LINE AND PVC FORCE MAIN.

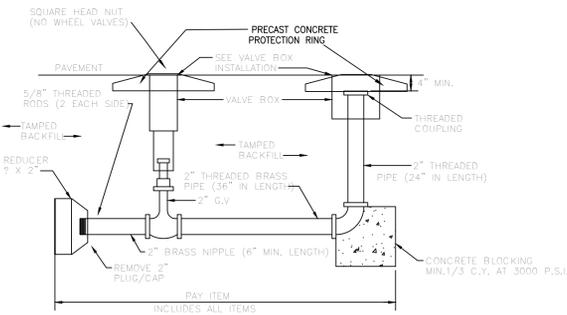
TYPICAL PIPE LAYING CONDITIONS DETAIL
NTS



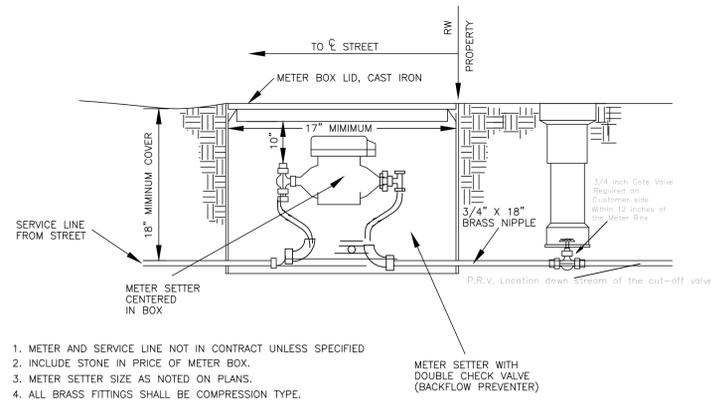
TYPICAL FIRE HYDRANT INSTALLATION DETAIL
NO SCALE



THRUST BLOCKING DETAIL
NTS

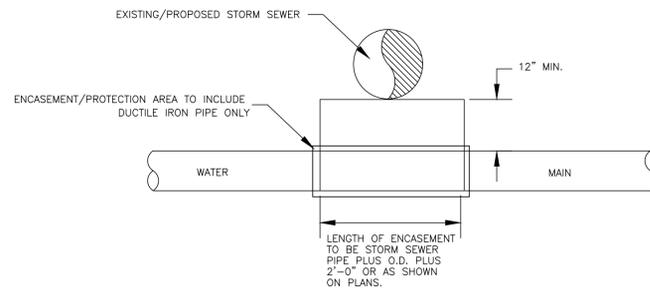


PERMANENT BLOW-OFF ASSEMBLY DETAIL
NTS

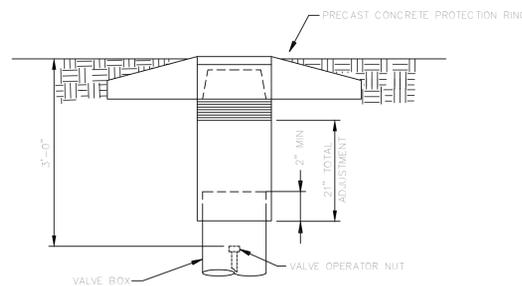


- METER AND SERVICE LINE NOT IN CONTRACT UNLESS SPECIFIED
- INCLUDE STONE IN PRICE OF METER BOX.
- METER SETTER SIZE AS NOTED ON PLANS.
- ALL BRASS FITTINGS SHALL BE COMPRESSION TYPE.

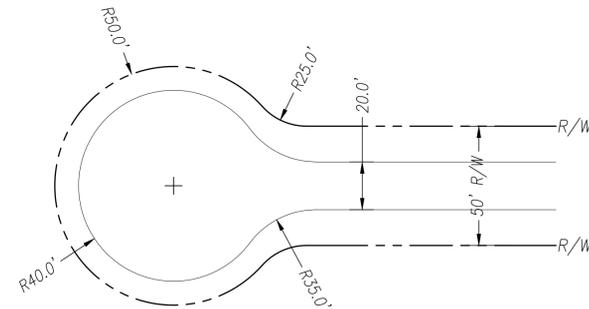
TYPICAL METER BOX INSTALLATION DETAIL
NTS



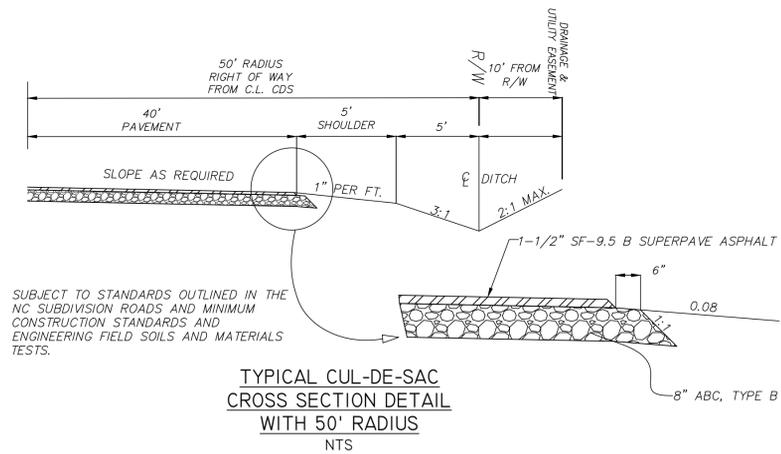
TYPICAL STORM SEWER CROSSING DETAIL
NTS



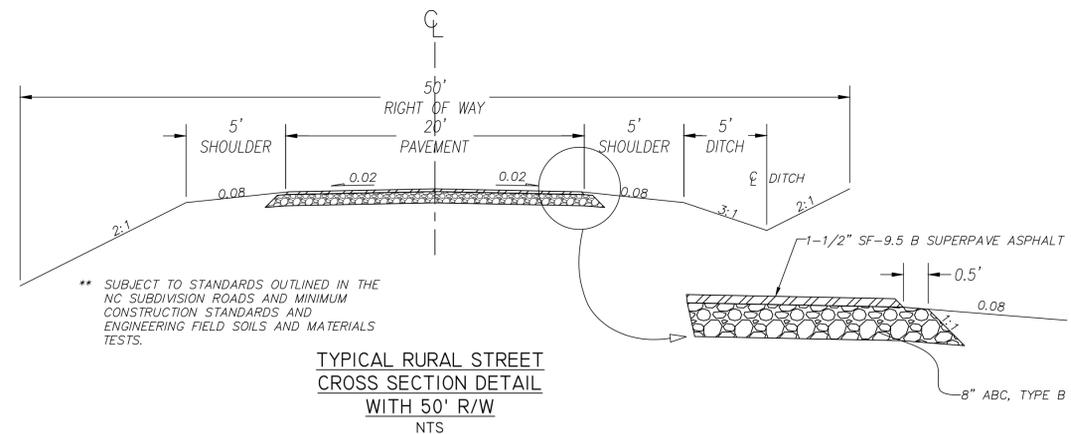
TYPICAL VALVE BOX DETAIL
NTS



TYPICAL CUL-DE-SAC PLAN DETAIL WITH 50' RADIUS
NTS



TYPICAL CUL-DE-SAC CROSS SECTION DETAIL WITH 50' RADIUS
NTS



TYPICAL RURAL STREET CROSS SECTION DETAIL WITH 50' R/W
NTS

NO.	DATE	REVISIONS DESCRIPTION

SITE & UTILITY DETAILS
TRINITY PLACE SUBDIVISION

TITLE: **PRELIMINARY**
SEAL: **NOT FOR CONSTRUCTION**

DATE: 2/7/24
CLIENT: **WILLIAM V. SMITH**
8209 DUNN RD.
SALEM/BURG, NC 28385
PROJECT NO.: 14WN001
DESIGNED BY: JEG
DRAWN BY: JEG
CHECKED BY: JEG
SCALE: NA
PROJECT ADDRESS: GLOVER RD. DUNN, NC
APPROXIMATE COORDINATES: 35 2099 -78 5867
TOWNSHIP: MINGO
COUNTY: SAMPSON

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3(a)

Meeting Date: May 6, 2024

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

SUBJECT: Scheduling of Fiscal Year 2024-2025 Budget Presentation

DEPARTMENT: Administration/Governing Body

PUBLIC HEARING: No

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

PURPOSE: To schedule annual Budget Presentation

ATTACHMENTS: None

BACKGROUND:

It is time to schedule the annual Budget Presentation. Administrative staff recommends Monday, May 20, 2024 at 6:00 p.m. in the County Auditorium. Staff also recommends that the Public Hearing be held during the regularly schedule Board of Commissioners meeting on June 3, 2024.

RECOMMENDED ACTION OR MOTION:

Schedule Budget Presentation as Board desires

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3(b)

Meeting Date: May 6, 2024	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Discussion of Newton Grove Rescue Building

DEPARTMENT: Administration

PUBLIC HEARING: No

CONTACT PERSON(S): Ed Causey, County Manager
Joel Starling, County Attorney

PURPOSE: To discuss the potential lease and renovation of the Newton Grove Rescue Building

ATTACHMENTS:

BACKGROUND:

At the time of agenda preparation, negotiations are still underway. More information will be provided at the Board Meeting.

RECOMMENDED ACTION OR MOTION:

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3(c)

Meeting Date: May 6, 2024	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Roseboro Rescue Lease and Contract for Dive Rescue and Recovery Services

DEPARTMENT: Administration, Legal

PUBLIC HEARING: No

CONTACT PERSON(S): Ed Causey, County Manager
Joel Starling, County Attorney

PURPOSE: To discuss lease terms for the Roseboro Rescue Building

ATTACHMENTS: General Warranty Deed, Lease Agreement

BACKGROUND:

Negotiations have been made between Sampson County and Roseboro Rescue & EMS regarding the transfer of title from Roseboro Rescue to Sampson County, and in consideration of the County then leasing a portion of the property back to them, Roseboro Rescue has agreed to maintain a fully operational Dive (Rescue & Recovery) Team that provides specific services to Sampson County and its citizens. North Carolina General Statute § 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 days' public notice. A Notice of Intent to Lease was published in the Saturday, April 27, 2024 edition of the Sampson Independent. The entire proposed transaction will also be based on the Board's approval to expend \$200,000 for improvements to the building in order for this to be a permanent station for paramedics.

RECOMMENDED ACTION OR MOTION:

Approve the transfer of title and \$200,000 expenditure for building improvements and tentatively approve the Lease Agreement with the understanding that it will be formally approved at the June 3, 2024 meeting due to notice requirements

This instrument was prepared by Alison G. Carr, a licensed North Carolina attorney. Delinquent taxes, if any, will be paid by the closing attorney to the Sampson County Tax Collector upon disbursement of closing proceeds (NCGS 161-31 (a))

PIN: 08010119301

Revenue Stamps: \$0.00

STATE OF NORTH CAROLINA

GENERAL WARRANTY DEED

COUNTY OF SAMPSON

THIS DEED, made this ___ day of _____, 2024, by ROSEBORO RESCUE & EMS, INC. (Formerly known as ROSEBORO RESCUE SQUAD, INC.), a domestic non-profit corporation whose address is Post Office Box 891, Roseboro, North Carolina 28382, hereinafter referred to as “Grantor”; to SAMPSON COUNTY, a body corporate and politic and political subdivision of the State of North Carolina, whose address is 406 County Complex Road, Building C, Clinton, North Carolina 28328, hereinafter referred to as “Grantee;”

WITNESSETH:

The Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do hereby bargain, sell, grant and convey to the Grantees, their heirs and assigns, in fee simple, that certain tract or parcel of land lying and being in the Town of Roseboro, Little Coharie Township, Sampson County, North Carolina and more particularly described as follows:

BEGINNING at a point from an existing PK nail located at the intersection of the centerline of N.C. Highway No. 24 with the extended centerline of Howard Street in the City of Roseboro; and runs thence with the centerline of N.C. Highway No. 24, South 60 degrees 17 minutes 29 minutes East, 179.47 feet to an existing PK nail; thence from said point, South 47 degrees 08 minutes 56 seconds West, 365.40 feet to an iron located in the center of Pearl Street; thence with the centerline of Pearl Street, North 44 degrees 08 minutes 24 seconds West, 124.15 feet to an existing iron located at the intersection of the centerline of Pearl Street with the centerline of Howard Street; thence with the centerline of Howard Street, North 46 degrees 24 minutes 46 seconds East, 315.40 feet to the **BEGINNING**, containing **1.32 acres**, more or less, according to a plat entitled, “Property of Roseboro Rescue Squad, Inc.,” dated January 29, 1981, and prepared by Ed Hill

Surveying, P.A., a copy of said plat being attached hereto and by reference made a part hereof.

SAVING AND EXCEPTING THEREFROM, HOWEVER, that certain right-of-way conveyed to the North Carolina Department of Transportation by deed from Roseboro Rescue Squad, Inc., dated January 16, 1991, and recorded in Book 1124 at Page 841 of the Sampson County Registry.

This being the same tract or parcel of land conveyed to Roseboro Rescue Squad, Inc. by deed from Carl E. White and wife, Nell F. White, dated July 30, 1980, and recorded in Book 963 at Page 917 of the Sampson County Registry. Roseboro Rescue Squad, Inc. formally changed its name to Roseboro Rescue & EMS, Inc. by that certain Articles of Amendment filed with the North Carolina Secretary of State on August 22, 1989.

This property is more commonly known as: 400 E. Howard Street, Roseboro, North Carolina 28382 (Sampson County PIN: 08010119301)

[The property herein conveyed does not include the primary residence of the Grantor.]

TO HAVE AND TO HOLD the above-described land, together with all privileges and appurtenances thereunto belonging, to the Grantees in fee simple forever, subject to current year *ad valorem* property taxes for Sampson County, which shall be pro-rated at closing, and subject also to highway and public utility easements.

And the said Grantor covenants with the said Grantee, and its successors and assigns, that it is seized of said premises in fee and has the right to convey the same in fee simple; that the same are free and clear of all encumbrances and that it does hereby warrant and will forever defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this instrument to be signed and sealed as of the day and year first above written.

ROSEBORO RESCUE & EMS, INC. (formerly ROSEBORO RESCUE SQUAD, INC.), a North Carolina non-profit corporation

By: _____ (SEAL)
[REDACTED], President

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public of the County and State aforesaid do hereby certify that [REDACTED] (the "Signatory") personally came before me this day and acknowledged that he is the President of ROSEBORO RESCUE & EMS, INC., and he, as President, being authorized to do so, executed the foregoing instrument for the purposes expressed therein on behalf of ROSEBORO RESCUE & EMS, INC. I certify that I have personal knowledge of the identity of the Signatory.

The Signatory acknowledged to me the voluntary execution of the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official seal or stamp this ___ day of _____, 2024.

Notary Public Official Signature
Printed or typed name: _____
My commission expires: _____

Affix notary seal or stamp here

**PUBLIC NOTICE
LEASE OF COUNTY PROPERTY**

Upon acquisition of the property, Sampson County intends to lease to Roseboro Rescue & EMS, Inc. the real property more commonly known as 400 E. Howard St., Roseboro, NC 28382 for a term of ten (10) years. The rental under the lease shall be the obligation of the tenant to maintain a fully operational Dive (Rescue & Recovery) Team that provides the following specific dive and recovery services to Sampson County and its citizens: water rescue, dive rescue, drowning rescue and recovery, body recovery, vehicle recovery, weapons recovery, evidence recovery, and underwater weapons and evidence searches. The leased premises is a portion of the approximately 0.94 acre parcel located at 400 E. Howard Street, Roseboro, North Carolina 28382 assigned Sampson County Parcel No. 08-0101193-01, consisting of two vehicle bays in the building, a vehicle bay at the back of the building, and the back office. Tenant may also occasionally use the common areas of the building located on the property with the prior approval of Sampson County.

All persons interested in the 10 year 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, June 3, 2024. At that time the Board of Commissioners intends to authorize by resolution the lease of property described above.

Date published: April 27, 2024.

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF SAMPSON

THIS LEASE AGREEMENT, made and entered into this ____ day of June, 2024 by and between SAMPSON COUNTY, a body politic and corporate and a political subdivision of the State of North Carolina (hereinafter referred to as “Landlord”); and ROSEBORO RESCUE & EMS, INC., a non-profit corporation organized and existing under the laws of the State of North Carolina with its principal place of business in Sampson County, North Carolina (hereinafter referred to as “Tenant”);

WITNESSETH:

That in consideration of the 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 hereinafter 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:** A portion of the approximately 0.94 acre parcel located at 400 E. Howard Street, Roseboro, North Carolina 28382 assigned Sampson County Parcel No. 08-0101193-01, consisting of two vehicle bays in the building, a vehicle bay at the back of the building, and the back office. Tenant may also occasionally use the common areas of the building located on the property with the prior approval of Landlord.
- (2) **TERM OF LEASE:** The term of this lease shall be for a period of ten (10) years and shall commence the 1st day of July, 2024 and shall terminate the 30th day of June, 2034 at 12:00 midnight.
- (3) **RENT:** The consideration for this lease shall be the obligation of Tenant to maintain a fully operational Dive (Rescue & Recovery) Team that provides the following specific dive and recovery services to the Landlord and its citizens: water rescue, dive rescue, drowning rescue and recovery, body recovery, vehicle recovery, weapons recovery, evidence recovery, and underwater weapons and evidence searches.
- (4) **CASUALTY INSURANCE AS TO THE PREMISES:** Landlord shall keep the Premises 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 from time to time available, and against such other risks or hazards as Landlord may determine from time to time.
- (5) **CASUALTY INSURANCE AS TO PERSONAL PROPERTY:** Tenant, at its own cost and expense, shall keep all of its personal property 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 with policy limits of not less than \$300,000.00. Tenant shall at all times provide Landlord with a current certificate of insurance evidencing Tenant's compliance with its insurance obligations under this Agreement.

(6) WAIVER OF RIGHTS IN INSURED LOSSES: Tenant and Landlord agree that neither shall be liable to the other for damage to said leased 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 intentional acts. The Tenant hereby waives any and all rights of recovery from the Landlord for loss caused by perils of fire and other perils included in the definition of extended coverage.

(7) LIABILITY INSURANCE: Landlord, at its own cost and expense, shall, for the mutual benefit of Landlord and Tenant, maintain comprehensive general public liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the Premises, which insurance shall provide minimum protection of \$1,000,000 for bodily injury or death in any one occurrence. All policies of insurance required by the terms of this Section shall designate Landlord and Tenant as parties insured as their respective interests may appear.

(8) INDEMNIFICATION: Tenant shall defend, indemnify, and hold Landlord, its elected officials, officers, agents, and employees harmless from and against any claim, loss, expense or damage to any person or property in or upon the Premises or any area allocated to or used by Tenant or its agents, employees, or invitees, arising out of Tenant's use or occupancy of the Premises, or any act or neglect of Tenant or Tenant's servants, employees or agents, or any change, alteration or improvement made by Tenant in the Premises.

(9) MAINTENANCE OF THE PREMISES: Landlord shall be responsible for maintenance and upkeep of the Premises; provided, however, that the timing and necessity of repairs to the Premises shall be in Landlord's sole and absolute discretion. Landlord's determination as to whether a particular repair is needed or appropriate shall be final.

(10) REPAIRS AND ALTERATIONS TO PREMISES: Tenant may make alterations, additions, and improvements to the Premises with prior written consent of Landlord.

(11) DESTRUCTION OR DAMAGE: Should the Premises be damaged by fire or other casualty and the damage is of such extent that Landlord, due to costs and other considerations, deems repairs unfeasible or impractical, this Lease shall terminate as of the date of damage.

(12) USE AND OCCUPANCY: The Premises are to be used by Tenant exclusively for the operation of a Dive (Rescue & Recovery) Team that provides the following specific dive and recovery services: water rescue, dive rescue, drowning rescue and recovery, body recovery, vehicle recovery, weapons recovery, evidence recovery, and underwater weapons and evidence search.. In the event that Tenant shall cease to use the Premises for this purpose, this Lease Agreement shall automatically terminate. Moreover, Tenant shall make no unlawful or offensive use of the Premises. Tenant further agrees that it will keep and maintain the leased Premises in conformity to and in compliance with all ordinances, laws, statutes and regulations of Federal, State and local authorities having jurisdiction thereof, and the Tenant agrees that it will protect, indemnify and save harmless Landlord from and against any penalty, fine or expense imposed or incurred for any violation of any such ordinance, regulation, statute or law occasioned by any act or neglect of Tenant.

(13) UTILITIES: Landlord shall arrange for and furnish water, heat, gas, lights, electricity or other utilities to the Premises during the lease term as Landlord deems necessary, in its sole and absolute discretion.

(14) ASSIGNMENT AND SUBLETTING: Except as hereinafter provided for in this paragraph, Tenant shall not, by operation of law or otherwise, assign, mortgage, or encumber this Lease, nor sublet or permit the Premises or any part thereof to be used by others, without the Landlord's prior written consent. Landlord's consent to any assignment or subletting shall not in any manner be construed to relieve Tenant from obtaining Landlord's express written consent to any other or further assignment or subletting.

(15) DEFAULT: Should Tenant default in any manner under the terms or provisions of this Lease Agreement, including, but not limited to, Tenant's obligation to maintain a fully operational Dive (Rescue & Recovery) Team, the Landlord may, at its option, declare this Lease Agreement 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 the recovery from Tenant of all legal costs and reasonable attorney fees incurred by Landlord in the enforcement of its rights and remedies. A termination of Tenant's Dive Rescue and Recovery Services Contract with Landlord shall operate as a termination of this Lease Agreement.

(16) BANKRUPTCY AND INSOLVENCY: It is expressly agreed that if at any time during the term of this Agreement, Tenant should be adjudged bankrupt or insolvent by a court of competent jurisdiction, Landlord may at its option declare this Lease Agreement terminated and cancelled and take possession of the Premises.

(17) SURRENDER OF PREMISES: Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender the Premises in good order and condition, ordinary wear and tear and damage by fire or other casualty, or the elements excepted, and shall remove all its property therefrom, except as otherwise provided in this Lease.

(18) ENTRY BY LANDLORD: Landlord, its agents, and representatives may, at any reasonable time, enter the Premises for the purpose of inspecting, examining and repairing the property; provided, however, that, in so doing, Landlord, its agents, and representatives will endeavor to avoid interfering with the use and occupancy of the Premises by Tenant.

(19) RELATIONSHIP OF THE PARTIES: It is stipulated and agreed that this Lease Agreement shall not be construed as creating any partnership or other relationship between the parties other than that of landlord and tenant. Tenant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime and other expenses, and Tenant agrees to indemnify, save and hold Landlord, its elected officials, officers, agents, and employees harmless from and against any and all losses, costs (including attorney's fees), and damages of any kind related to such matters.

(20) SEVERABILITY: If any term or provision of this lease or the 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 be enforced to the fullest extent permitted by law.

(21) WAIVER: The failure of the Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this lease, or of any rule or regulation, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach. No provision of this lease shall be deemed to have waived by Landlord, unless such waiver be in writing signed by Landlord.

(22) 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.

(23) SURVIVAL: Any provision of this Lease Agreement 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.

(24) GOVERNING LAW AND FORUM SELECTION: This Lease Agreement shall be governed by and construed under the laws of the State of North Carolina. The exclusive venue for any litigation arising out of this Lease Agreement shall be in the General Court of Justice of Sampson County, North Carolina.

(25) AMENDMENTS TO LEASE: This Lease Agreement 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.

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

LANDLORD

SAMPSON COUNTY

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

ATTEST:

Stephanie P. Shannon,
Clerk to the Board of Commissioners

TENANT

ROSEBORO RESCUE & EMS, INC.

By: _____
Chair, Board of Directors

ATTEST:

Secretary

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**DIVE RESCUE AND RECOVERY
SERVICES CONTRACT**

THIS DIVE RESCUE AND RECOVERY SERVICES CONTRACT (“Contract”) is made and entered into effective the _____ day of May, 2024 (the “Effective Date”) by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **ROSEBORO RESCUE & EMS, INC.**, a North Carolina non-profit corporation (the “Contractor”). The County and the Contractor may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

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

WHEREAS, the Contractor has secured, through purchase or otherwise, equipment and other apparatus for the operation of one or more dive rescue and recovery teams; and

WHEREAS, the County and the Contractor previously entered into a Rescue and Emergency Medical Services Contract, effective July 1, 2022, wherein the Contractor agreed to provide certain rescue and emergency medical services; and

WHEREAS, in or about Mach 2023, the Contractor informed the County in writing that it would no longer provide emergency medical services and wished to provide only rescue and dive rescue and recovery services; and

WHEREAS, the County and the Contractor thereafter entered into a Rescue Services Contract, effective June 1, 2023, wherein the Contractor agreed to provide certain rescue and dive rescue and recovery services; and

WHEREAS, in or about March 2024, the Contractor informed the County that it would no longer provide rescue services and wished to provide only dive rescue and recovery services; and

WHEREAS, the Contractor acknowledges that, by indicating to the County that it would no longer provide emergency medical services, Contractor was in breach of the Parties’ prior Rescue and Emergency Medical Services Contract, and the Contractor further acknowledges that the County entered into a Rescue Services Contract in a last effort to work with the Contractor in June 2023; and

WHEREAS, the Contractor further acknowledges that, by indicating to the County that it would no longer provide rescue services, Contractor is likewise in breach of the Parties’ Rescue Services Contract; and

WHEREAS, this Dive Rescue and Recovery Services Contract represents the final accommodation that the County will make to Contractor regarding the provision of services in exchange for taxpayer funding; and

WHEREAS, the County and the Contractor desire to enter into this Contract for the provision of dive rescue and recovery services by the Contractor; and

WHEREAS, the Parties acknowledge and agree that the prior Rescue Services Contract between the Parties is hereby terminated and replaced in its entirety with this Contract;

AGREEMENT

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

SECTION 1. ANNUAL APPROPRIATIONS.

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

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

SECTION 2. SERVICES FURNISHED BY CONTRACTOR.

The Contractor shall provide those dive rescue and recovery services as shall be required by the Department of Emergency Services with the approval of the Board of Commissioners (the “Required Services”). A list of the Required Services in effect as of the effective date of this Contract is attached hereto as Exhibit “A” and incorporated herein by reference. The Contractor shall provide the equipment, personnel, and other items necessary to provide the Required Services within the areas of response to which the Contractor may be dispatched.

The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Department of Emergency Services must give the Contractor sixty (60) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Contract and any requirements imposed by federal, state, or local statutes, regulations, rules, or ordinances, including NFPA, OSHA, NIOSH, DOT, and NC Rescue Association standards.

SECTION 3. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Contractor at reasonable times during regular business hours of the County, provided that the County provides the Contractor with twenty-four (24) hours advance notice of any such inspection. The Contractor agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Contractor shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Contract.

SECTION 4. ANNUAL REPORT.

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

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

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

SECTION 5. FINANCIAL MISMANAGEMENT.

The Contractor agrees that, if its financial records are judged by the Finance Department to be deficient, or if a compilation or audit by a certified public accountant reveals competent evidence of financial mismanagement or wrongdoing, the County may, in its sole and absolute discretion, directly or through a third party of the County's choice, assume responsibility for management and financial decision-making for the Contractor until such time as the County determines that the

Contractor's finances have been brought into compliance with the terms of this Contract and generally accepted accounting principles. The decision whether to assume responsibility for management and financial decision-making for the Contractor shall be made using the County's best judgment, and the County shall incur no liability whatsoever by reason of its decision to assume or not to assume control of the Contractor's finances pursuant to this Section. In the alternative, the County may elect to immediately suspend all payments to the Contractor and/or terminate this Contract immediately and without notice.

SECTION 6. CONTRACTOR'S USE OF FUNDS.

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

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

SECTION 7. NONCOMPLIANCE BY CONTRACTOR.

If the County has a reasonable belief that the Contractor has violated any provision of this Contract, or any applicable federal, state, or local statute, regulation, rule, or ordinance, including NFPA, OSHA, NIOSH, DOT, and NC Rescue Association standards, the County may suspend funding to the Contractor pending an investigation into whether the Contractor is in violation of any such provision. If the County determines that the Contractor has failed to render Required Services in compliance with this Contract or any applicable federal, state, or local statute, regulation, rule, or ordinance, including NFPA, OSHA, NIOSH, DOT, and NC Rescue Association standards, the County may, in its absolute and sole discretion, either immediately terminate this Contract without prior notice to the Contractor or place the Contractor on a sixty (60) day corrective action plan.

If the County elects to place the Contractor on a corrective action plan and during the sixty (60) day period the Contractor makes improvements satisfactory to the County, no suspension and/or termination of the Contract shall occur. During the sixty (60) day period, the Contractor is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Contract. If after the sixty (60) day period, the Contractor has failed to come into compliance, then the County may suspend the monthly payment of funds allocated to the Contractor pursuant to Section 1 of this Contract and/or terminate this Contract.

SECTION 8. COMPOSITION OF THE BOARD OF DIRECTORS.

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

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

8.3 At least twice per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date roster of its volunteer members, indicating the rank or title for each such member and certification level.

8.4 In addition to the requirements in Sections 8.1, 8.2, and 8.3 (which are mandatory), the Contractor agrees that during the term of this Contract, the Contractor will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature.

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

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

8.4.3 The Board of Directors should have a minimum of two (2) citizen members (*i.e.*, Board of Directors members who do not serve as volunteer members of Contractor).

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

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

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

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

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

9.3 To ensure the ability of the public to review the Contractor's decision-making processes and spending decisions, the Contractor agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to

make minutes of those meetings available to the public and the Department of Emergency Services by the time of the Board of Directors' next meeting.

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

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

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

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

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

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

SECTION 10. LIQUIDATION OR DISSOLUTION.

In the event of the liquidation or dissolution of the Contractor, all of the Contractor's assets, equipment, and other property shall be disposed of in accordance with the Contractor's charter, articles of incorporation, and/or bylaws. However, notwithstanding any provision of the Contractor's charter, articles of incorporation, and/or bylaws to the contrary, all County property, including County tax funds, shall be promptly returned to the County.

SECTION 11. INSURANCE AND INDEMNIFICATION.

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

11.1.1 Workers' Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Contractor shall participate in the North Carolina Volunteer Safety Worker's Compensation Fund. The County shall, subject to the availability of funds, pay the premium for the Contractor's Workers'

Compensation Insurance; however, this premium payment shall in no way create any employment relationship between the County and any volunteer member of Contractor or confer upon any volunteer member of Contractor any right to benefits from the County.

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

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

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

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

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

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

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

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

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

11.3 The Contractor shall indemnify, save harmless, and defend the County from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Contractor, its

members, agents, or any other person or entity acting on behalf of the Contractor. This obligation shall survive the termination or expiration of this Contract.

SECTION 12. STANDARDS OF PERFORMANCE.

The Contractor shall furnish the Required Services in a professional, efficient, and workmanlike manner, in particular so as to meet the requirements of and comply with the provisions of this Contract and pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards, including NFPA, OSHA, NIOSH, DOT, and NC Rescue Association standards.

The Contractor agrees to comply with dive rescue and recovery services Performance Standards, including, but not limited to, minimum membership requirements, rates of response, response time, event outcomes, customer satisfaction, minimum documentation standards, and compliance with the Contractor's standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Contract are attached hereto as Exhibit "B" and incorporated herein by reference. The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, that the Department of Emergency Services must give the Contractor sixty (60) days advance notice prior to the implementation of any change or addition to the Performance Standards.

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

SECTION 13. RELATIONSHIP OF THE PARTIES.

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

SECTION 14. MANNER OF PROVISION OF SERVICES.

The County shall not be liable for, or exercise control over, the manner or method by which the Contractor and its directors, officers, members, employees, and agents provide services under this Contract. Notwithstanding any provision of this Contract, the County shall have no obligation to supervise the Contractor's provision of the Required Services or compliance with the Performance Standards and shall not be liable for the Contractor's failure to provide the Required Services or comply with the Performance Standards.

SECTION 19. AMENDMENTS.

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

SECTION 20. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Contractor and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof.

SECTION 21. GOVERNING LAW.

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

SECTION 22. SEVERABILITY.

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

SECTION 23. COUNTERPARTS.

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

SECTION 24. NO WAIVER OF SOVEREIGN IMMUNITY.

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

SECTION 25. TERM OF CONTRACT.

This Contract shall have a term commencing on June 1, 2024 and ending on June 30, 2027, unless sooner terminated as provided herein. Thereafter, this Contract may be renewed for successive terms of one (1) year each, provided that the Parties mutually agree to said renewal.

SECTION 26. TERMINATION.

In addition to the for-cause termination provisions of Sections 5 and 7 above, this Contract may be terminated by the County for convenience upon advance written notice to the Contractor, served by personal delivery, overnight courier, or registered or certified mail, return receipt requested, as provided in Section 18 of this Contract, at least thirty (30) days prior to the effective date of termination. A termination of this Contract shall also operate as a termination of the Contractor's

Lease Agreement with the County for the real property more commonly known as 400 E. Howard Street, Roseboro, NC 28382.

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

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

This the ____ day of _____, 2024.

SAMPSON COUNTY

By: _____
Edwin W. Causey,
County Manager

ATTESTED:

By: _____
Stephanie P. Shannon, Clerk

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

David K. Clack,
County Finance Officer

This the ____ day of _____, 2024.

ROSEBORO RESCUE & EMS, INC.

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

ATTESTED:

By: _____
Print Name: _____

Secretary

EXHIBIT A
REQUIRED SERVICES

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

1. The Contractor shall maintain a fully operational Dive (Rescue & Recovery) Team that provides the following specific dive and recovery services in compliance with this Contract and including NFPA, OSHA, NIOSH, DOT, and NC Rescue Association standards: water rescue, dive rescue, drowning rescue and recovery, body recovery, vehicle recovery, weapons recovery, evidence recovery, and underwater weapons and evidence search.

EXHIBIT B
PERFORMANCE STANDARDS

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

1. The Contractor shall maintain at least eight (8) certified members at all times.
2. The Contractor shall adopt and abide by personnel rules for volunteer members that are in compliance with the Fair Labor Standards Act (where applicable) and any other applicable federal or state law.
3. The Contractor shall not discriminate against any director, officer, member, or applicant for membership because of race, religion, color, sex, age, disability, or national origin. However, members must be competent and capable to perform the bona fide requirements of their respective position.
4. The Contractor shall have adopted guidelines that address appropriate initial training of members and continuing education. A current, valid copy of the Contractor's training guidelines shall be kept on file with the Department of Emergency Services.
5. The Contractor will conduct a driver's license record review at least annually on each member. Upon request, the Contractor shall furnish a copy of completed background checks to the Department of Emergency Services.
6. No person with felony or serious misdemeanor conviction(s) shall be allowed to participate as a member or otherwise render services for the Contractor. "Serious misdemeanor conviction(s)" shall be defined to include offenses reflective of violent criminal behavior, sexual misconduct, or dishonesty.
7. All members of the Contractor shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Contractor.
8. The Contractor, including any permitted subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
9. The Contractor shall respond to a minimum of ninety percent (90%) of calls to which it is dispatched.
10. The Contractor shall follow the most current version of the Sampson County Emergency Operations Plan.
11. The Contractor shall adopt a set of standard operating procedures. A current, valid copy of the Contractor's standard operating procedures shall be kept on file with the Department of Emergency Services.

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

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

14. The Contractor shall maintain, at its expense, such equipment and supplies as shall be reasonably necessary to provide the Required Services.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: May 6, 2024	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Board Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Sue Lee

PURPOSE: To consider appointments to various boards and commissions

CVB Board – The CVB has three members whose terms will expire on June 30, 2024. The CVB Board recommends Wally Bashlor, Dana Horne, and Wendy Dorman be appointed to fill these positions. The CVB also recommends that Wally Bashlor be named Board Chair for fiscal year 2024-2025.

Library Board – Ms. Anna Bell resigned from the Library Board in March 2024. The Library Director recommends that Ms. Jessica Martin be appointed to fill this vacant position.



April 24, 2024

TO: Sue Lee, Sampson County Board of Commissioners
 VIA: Ed Causey, County Manager
 Stephanie Shannon

FROM: Sheila Barefoot

SUBJECT: Board Appointments for July 1, 2024

The board of the Sampson County Convention & Visitors Bureau has three board members whose terms will expire on June 30, 2024. The CVB Board would like to recommend three people to fill their positions.

Wally Bashlor – Wally Bashlor has been on our CVB Board for 2 years, serving an unexpired term. Wally could be appointed for up to three terms, as a new appointee). He has served as a board member, and now Vice Chair of the Board. He also works on several committees within the CVB and has done an outstanding job. He and his wife own The Ashford Inn, a charming bed and breakfast in Clinton, they also own Remedy by Jess, and just purchased Simply NC, and has re-molded that business into a unique coffee shop that offers many things other than coffee. The new name of the business is Simply Brewed Coffee Company, now offering even more choices. Wally is a huge asset to the CVB Board and would like him to serve another term.

Dana Horne – Ms. Dana thrives on making a difference for employees, customers, and companies. Her leadership style delivers success by optimizing process improvements, organization systems and programs that drive employee performance and engagement. She believes in hands-on training and working together for solutions, not just directing. Her and her husband, Tracy, are owners of Twisted Vines Vineyard. Each year, they have a YOU-PICK season, and are in the process of building a winery / venue on her vineyard. She is very uplifting and will make a difference in tourism.

Wendy Dorman – Wendy classifies herself as lucky enough to be living a dream come true! A fifth generation on family farmland meets creative, party planner Wendy. Combining the love of animals with the passion for event planning and collecting unusual event props and décor evolves the electric, out of the box style person with limited possibilities! Explore the many facets of creating your next event or simply head to the ranch for a day in the country to renew your senses. She and her husband own Ranch QD, she is the owner of Cowgirl Party Girl Productions, she has a farm stay on the farm that she rents out and does special event rentals. She enjoys all tasks assigned to her and would be a perfect team player in tourism.

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

Mr. Wally Bashlor	Mr. Dana Horne	Ms. Wendy Dorman
PO Box 1309	82 Twisted Vines Ln	155 Reedsford Rd
Clinton, NC 28329	Clinton, NC 28328	Clinton, NC 28328
910-337-1181	910-385-4218	919-819-6900
Renewal for 2 nd Term	Appointment for 1 st Term	Appointment for 1 st Term

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

Sincerely

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

Sheila G Barefoot
Director, Sampson County Tourism

cc: CVB Board of Directors



DATE: 23 August 2016

TO: Sue Lee, Sampson County Board of Commissioners
VIA: Ed Causey, County Manager
Stephanie Shannon

FROM: Sheila Barefoot, Director Sampson County Tourism

SUBJECT: Board Chair Approval

At the April 23, 2024, CVB Board meeting, the board voted to recommend two names to be considered for the CVB Board Chair for the upcoming year effective July 1, 2024.

Joel Rose is our current Chair. He has served two years as Chair.

Wally Bashor is currently our Vice Chair. He was also recommended to serve as Chair.

We recommend Mr. Wally Bashlor be moved from Vice Chair to Chair for the upcoming year.

Below is the contact information:

Mr. Wally Bashlor
PO Box 1309
Clinton, NC 28329

If you should have any questions or need additional information, please contact me at your convenience.

Sincerely

Sheila Barefoot
Director, Sampson County CVB

Memo

To: Sampson County Board of Commissioners
From: Kelsey Edwards, Library Director
CC: Ed Causey, County Manager & Stephanie Shannon, Clerk to the Board
Date: Wednesday, April 24, 2024
Re: Library Board Appointment

I request the Board of Commissioners appoint a new Library Board member to replace Ms. Anna Bell. Ms. Bell resigned from the library board in March 2024. I thank Ms. Bell for her previous service to the library and the residents of Sampson County. I would like to put forward a recommendation to fill the slot previously held by Ms. Daughtry. My recommendation is to appoint Ms. Jessica Martin, a resident of Clinton.

Thank you for your assistance with this.

Thank you.

Re: Next Library Board meeting and upcoming programs- update: March meeting scheduled for 3/11 at 5:30pm

Anna Bell <annag85@yahoo.com>

Wed 3/6/2024 10:49 AM

To: Kelsey Edwards <kedwards@sampsonnc.com>

Hi Kelsey,

I hate to do this but I've recently had to start working at my husbands office full time and I am going to have to take some things off my plate. I will not be able to continue on the library board. The library holds a special place in my heart and I appreciate everything you do!

Thanks,

Anna Bell

Sent from my iPhone

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, April 8, 2024, 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 who provided the invocation and then led the Pledge of Allegiance.

Approval of Agenda

Upon a motion by Chairman Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve the agenda with the following amendments:

- Removed Item 3C
- Added a Resolution Allowing the Disinterment, Removal, and Reinterment of Graves from the Joe B. Warren Industrial Park to the Consent Agenda

Item 1: Reports & Presentations

Water System Update Chairman Kivett called upon Public Works Director Mark Turlington who provided an update on the Water System as well as completed and ongoing water projects.

Item 2: Public Hearing - Naming of Private Road

Chairman Kivett opened a public hearing and called upon Clerk to the Board Stephanie Shannon who shared that the Road Naming Committee recommended that PVT 903EML-937 be named Quewhiffle Road. Chairman Kivett opened the floor for comments and hearing none closed the public hearing. Upon a motion by Commissioner Godwin and seconded by Commissioner Lethia Lee, the Board voted unanimously to name the private road as recommended by the Road Naming Committee.

Item 3: Action Items

Public Defender Office Space Chairman Kivett called upon Finance Officer David Clack who informed the Board that the Public Defender is seeking an office space to house a staff of five individuals, potentially eleven individuals, with a move-in date of May 1, 2024. County staff has found one location that meets the needs of the Public Defender with a negotiated price of \$3,900 per month with a five-year term. Upon a motion by Commissioner McLamb and seconded by Commissioner Godwin, the Board voted unanimously to authorize county staff to move forward with the Public Defender's Office Space Lease.

Sale of County Owned Property Chairman Kivett called upon County Attorney Joel Starling who informed the Board that the County has received an offer to purchase the property located

at 107 Underwood Street in the amount of \$25,000 from Pharming Company, LLC d/b/a Matthews Drug Store. He went on to explain that in accordance with N.C. General Statute § 160A-269, a notice of the proposed sale must be published describing the property and the amount of the offer, and also stating the terms under which the offer may be upset. Following the upset bid procedures, the Board of Commissioners must approve the final high offer. The property will be sold “as it, where is” and the buyer must pay with cash at the time of closing. If no qualifying upset bid is received after the initial public notice, the offer from Pharming Company, LLC d/b/a Matthews Drug Store will be accepted. Upon a motion by Commissioner Godwin and seconded by Commissioner McLamb, the Board voted unanimously to authorize the sale of the property through the upset bid procedure.

Item 4: Board Appointments

CVB Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Lethia Lee the Board voted unanimously to remove the current commissioner position from the CVB Board of Directors. Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Lethia Lee the Board voted unanimously to change the permanent position on the board from the Director of the Sampson County Exposition Center to the Director of Sampson County Economic Development.

Economic Development Advisory Board Upon a motion by Vice Chairperson Sue Lee and seconded by Chairman Kivett the Board voted unanimously to reappoint Gary Mac Herring, Jr., Bill Scott, and Bartley Warren to serve an additional three-year term. Upon a motion by Commissioner Sue Lee and seconded by Commissioner Godwin the Board voted unanimously to appoint Gary Mac Herring, Jr. to serve as the Chair for fiscal year 2024-2025.

Southeastern Economic Development Commission Upon a motion by Vice Chairperson Sue Lee and seconded by Chairman Kivett the Board voted unanimously to appoint Ray Jordan to serve on the SEDC Executive Board.

Item 5: Consent Agenda

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:

(as Board of Commissioners)

- a. Approved the minutes of the November 20, 2023, November 27, 2023, December 14, 2023, December 28, 2023, and March 4, 2024 meetings (Copies filed in Inc. Minute Book _____, Page _____.)
- b. Adopted a Proclamation Recognizing April 2024 as Child Abuse Prevention Month (Copy filed in Inc. Minute Book _____, Page _____.)
- c. Adopted a Proclamation Recognizing May 2024 as Older Americans Month (Copy filed in Inc. Minute Book _____, Page _____.)
- d. Approved a late property tax exemption request for Van Buren Solar, LLC
- e. Approved budget amendments as submitted

- f. Approved tax refunds and releases as submitted
- g. Adopted a Resolution Allowing the Disinterment, Removal, and Reinterment of Graves from the Joe B. Warren Industrial Park (Copy filed in Inc. Minute Book _____, Page _____.)

(as Board of Health)

- h. Approved Fee/CPT Code Update
- i. Approved Environmental Health Fee Update

Item 6: Board Information

The Board received the following items as information only:

- a. January 2, 2024 SCHD Health Advisory Committee Minutes
- b. 2023 SOTCH Report

Item 7: County Manager's Report

Chairman Kivett called upon County Manager Ed Causey who discussed the revamping of the County's website and suggested a meeting at 4:30 on Monday, May 6 for a presentation by the Web Development Team. Mr. Causey also informed the Board that the Cooperative Extension Office would like to provide lunch and an annual report on Wednesday, May 29 from 11:00 a.m. - 2:00 p.m.

Item 6: Public Comment Period

Chairman Kivett opened the floor for public comments. The following were received:

Andrea Rouse - "Good evening. My name is Andrea Rouse and I live in Roseboro, North Carolina in the Snow Hill Community. I'm sure you all are familiar with Snow Hill and are probably sure, you know, what I'm going to talk about. I'm going to talk about the largest landfill in the state of North Carolina and the second largest methane-emitting landfill in the United States of America. A typical landfill has a life expectancy of fifty years. We celebrated that anniversary of fifty years in the Snow Hill Community in December of 2023. We've come to find out that this extension on the landfill in Snow Hill has been given twenty more years so the Snow Hill Community must suffer for twenty more years with this landfill. This tells me something. This is how I feel. It's just a feeling for me that we are not cared for in the Snow Hill Community. We have people who are dying, and I don't mean just randomly dying, but they're dying all the time. My family. People with issues with their kidneys. People with cancer. We just had a lady to die in our community and I was talking to some people from the state about what we're going through, and I pointed to her house and said, 'A lady right here, she just died, she was on dialysis. You see the house behind her? That's where her daughter and her son-in-law live. They both just died. Both on dialysis. Right behind them was my cousin. She just died in October. Guess what she was on. She was on dialysis.' That's the majority of people in Snow Hill and we really feel like that we're not getting any care. We don't

get anybody to come and talk to us to find out what's going on but we know we're going through this. We know we're going through this with this landfill. So, what we're asking for is some attention in Snow Hill. It's time to have the personal effect. We understand that you have to do stuff here on the Board and you have to make votes and vote on the budget and rezoning and all that stuff, but what about the people? The people that put you where you are. We have, District Four, we have our Commissioner Mrs. Lee here, but the responsibility of our community is not just on District Four, it's on all of you because we are a dying community. This is real. This is not a joke. I'm not just up here to talk so people can look at me. My people are dying and we need help in Snow Hill and not just the sicknesses but the buzzards. Have you heard about the vultures? They're tearing off our roofs. They're eating up our pets. Our children cannot go in the yard alone because of the buzzards. They're so aggressive. The landfill has purchased eight, eight effigies. What these are, are dead buzzards. They look like dead buzzards and you can put them up in your yard and they're supposed to scare off the buzzards. Eight effigies for a whole community from a billion dollar corporation. We can do better than this. That's all I've got to say. Thank you. Have a good evening."

Anthony Monds - "Good evening. I'm back. Okay, um, first and foremost I'd just like to say that there's been a change that we see that the people have spoke. There's a lot of people here this evening so I'd just like to submit to those of you who are here, some are going, others are staying, but just as Mrs. Rouse I'd like to piggyback on what she said because it ties in very eloquently with what I'm about to say. I said it last month and it bears worth repeating. This board has lost connection with the community. It seems to be you do not care about your constituents. It seems to be that there's a sense of, there's a clique within the community. People cannot get on boards. I seen again this evening that there was appointees that I've been, I put in for it October of last year and I've yet to get a call. Also anytime, and I'm speaking from personal experience, anytime when one comes against the authority of this board that there are retaliations, but when you do not care and you are not scared you stand and you continue to stand. So, I'd just like to say that whoever, well I know who the new board members would be but just remember this, as Mrs. Rouse said and I'd like to re-emphasize it, remember who put you here. The people have spoke last month and I think there's a couple more positions coming up in the future. Remember who put you here. I spoke with two of you prior to the elections a few months ago and you shared with me that it was only two of you so you could not do anything, so now you have some help. There's some cancers that lies within this board. There's some cancers that lies within the governmental systems of this county that needs to be eradicated. Prayerfully going forward, oh I'm standing here, I ain't scared. Trust me, I'm not scared. But going forward that you identify those cancers, that you eradicate those cancers. Get rid of those cancers. Being that I have already faced this board in the community, that was a battle, and as I said a month ago, when the question was asked to me what is spiritual warfare? You may have won the battle, but not the war. So, you will see me again very soon and the war will be won. Trust me when I say this. It will be won. So, going forward I'm not going anywhere. You all will continue to see me. I want a board position. I want a board position. I will say it every month until I get appointed to a board position. So, I'm a constituent, a taxpayer, I live in this county, so I want a board position. And I'm not talking about some pacifier position. Put me on one that has some type of authority where I can make some change. Thank you. Have a blessed evening."

Van Honeycutt – “My name is Wyman Vander Honeycutt. I live in Spivey’s Corner. I campaigned for Allen. He’s a good friend of mine. I voted for him and I’d vote for him again. I just want to get that out of the way. I understand that we’re going to a four-year assessment. I would feel more comfortable if the county could stay on the eight-year. And I know that the problem is that the property values sway so much during an eight-year period that its hard to recapture your revenue, but I also understand that a lot of other counties do a one-year advancement. They stay on the eight-year assessment and they do a one-year advancement and they go in and get the property values up to where they need to be but they stay on the eight-year assessment. When you go to a four-year assessment, I don’t have a lot of experience in County government so I’m speaking off the hip here. I feel like it’s more expensive. Its more burdensome on the tax office and we don’t need that. It’s more work on the County Commissioners and I know for a fact that other counties are paying sometimes over \$500,000 to \$800,000 to do these appraisals with these outside appraisal companies. Now, that’s a lot of money, guys. Next, on these appraisals, the north end versus the south end of the county. Everybody knows in Sampson County on the north end we’ve got Sandy Ridge, we’ve got some Marquis developments up there. People come from all over up north when they get these big retirements. They flee from up north. They come down with a \$4,000-\$5,000 retirement and they live like a rockstar in Sampson County. They love it. I’ve talked to them. Your houses on the north end of the county are 55 minutes from Raleigh. Now who in here thinks that a house that’s 55 minutes from Raleigh is going to be the same as a house around Harrells, the back side of Roseboro near the other county or Garland? There’s a big difference there, guys. And that’s part of the reason that everybody’s upset about these appraisals. We’ve got people that went over 100%. 130% difference. And I know we ain’t been assessed in a long time, I know that. I won’t looking for a 5% appreciation. I knew mine was going to be big, but mine came in way over 100%. And another thing we’ve got to remember in Sampson County is we’ve got older houses. My house was built in 1890. My great-grandfather was a County Commissioner. Ernest Baggett. His name is on that courthouse. My house is old. It’s drafty. I’ve got the old window weights in there. You know, it’s not sealed up. It’s not a country club house. It’s not a \$300,000-\$400,000 house. If I sold my house I’d be lucky to maybe get \$150,000-\$160,000 for it or something like that. Well it come in way higher than that. I’m not going to fuss and complain about it but something needs to be, there needs to be more feedback between the commissioners and the appraisal company. I think you need to have a voluntary position maybe. A liaison between the two so they can feed them back information because I don’t think the appraisal company did it on purpose. I just think they didn’t know. They do a lot of appraisals. They do appraisals all over the place. Ours isn’t the only county they do. Alright, next. Is that my time? Thank you very much.”

Elaine F. Hunt, 7171 Old Warsaw Road, Turkey, NC – “Good evening. I would like to ask those who stand in support of what I’m asking to please stand with me regarding the expansion of the water, county water. Before I get started on that, I want to say that I sympathize with the people who live near the landfill. And you know when you all got these positions you knew what was going to be required of you. Please try to figure out something to help them. I mean, its just terrible to listen to her talk about what was going on around the landfill. And Pastor Commissioner Godwin, I appreciate you asking my question. It was like you read my mind because surely I was going to mention that after he talked about Clement and Roseboro and every other place except Old Warsaw Road. So, I’m thankful that I realize now that you all are listening. Because for two years I was beginning to wonder. He who has ears let them hear. I

was beginning to wonder about you all but I'm thankful at least you all are listening. And I appreciate that I've heard what you've said, now we're going to watch what you do and we want you to do something. Talk, to me, is cheap. Action tells it all. You can get grants. I heard the man say you got grants for the other places. Find grants for Old Warsaw Road. And I will be back. I'm just like a bad cold. So, I will keep coming back because we need water. I'm paying thousands of dollars for filters. Had to get a five-gallon tank of something today. Money out of my pocket when I think you all could do something. And once again I say thank you, now show us something."

Sharon Lane - "Good evening, everyone. I just want to talk about the tax real quick with the Snow Hill community. Basically I'm like him. I have an older house. When I got my assessment mine went up to \$93,610. My problem with that is that I know you can't be everywhere, but in the Snow Hill Community we do have problems with buzzards. When I went to talk to the young man at the tax office I brought pictures. I started to bring them tonight and let you see where the buzzards be on the top of your roof. When you sleep it sounds like somebody is trying to break in your house. They nest in the top of the trees in the back of my yard. I had a little overflow one time and I called the state and they couldn't do nothing. I had to call a man to tear down some trees which fixed the problem, but when they water stood up it was like they were having a party at a pool. I had an animal, a dog. I heard my dog whimpering. When I went out the whole gate was covered by buzzards. I was scared. I ran and I got in my car and blew the horn and they looked at me like 'what are you doing because I'm not moving.' Me and my friend Renita Butts were standing in my yard talking and the buzzards flew down and came right toward us and we had to duck. My little grandsons, I don't let them go in my backyard. And the reason I told the young man this was, tell me how my house is going to sell when whoever comes sees this décor, this buzzard hanging in a tree. It's got to be there. And they come and they go. All I'm asking is for consideration for those of us that live around the landfill. The man told me it will not sell for that but it will sell. That's all I'm saying. I know it won't sell for what they gave me. I appreciate it making it look real good like it's of that value, but I can't sell it for that. So, all I'm asking is a little consideration for the Snow Hill community and the buzzards that we have to deal with. Thank you for your time."

Item 7: Closed Session - G.S. § 143-318.11(a)(3)&(a)(6)

Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin the Board voted unanimously to enter into Closed Session. Upon a motion by Commissioner Godwin and seconded by Vice Chairperson Sue Lee the Board voted unanimously to come out of Closed Session.

Recess to Reconvene

Upon a motion made by Vice Chairperson Sue Lee and seconded by Commissioner Godwin, the Board voted unanimously to Recess to Reconvene on Monday, May 6, 2023 at 4:30 p.m. in the Administrative Board Room.

R. Jerol Kivett, Chairman

Stephanie P. Shannon, Clerk to the Board

MEMO

TO: Board of Commissioners
From: Dana Hall, Parks, Recreation, & Aging Director
Date: April 24, 2024
Subject: 2023-2024 Home and Community Care Block Grant Revision

Please accept the proposed revisions to the 2023-2024 Home and Community Care Block Grant funding plan. The attached funding plan is attached for your review. Upon review, these items will require approval from the Board of Commissioners and signature from the Chairmen.

Thank You,

Dana Hall

Attachments: 732 County Services Summary

COUNTY OF SAMPSON

DEPARTMENT OF PUBLIC WORKS

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

Mark Turlington
Public Works Director

MEMORANDUM:

TO: Board of Commissioners
FROM: Mark Turlington, Public Works Director
Date: April 22, 2024
Subject: Old Animal Shelter Office

The new Animal Shelter office should be completed within 6 to 8 weeks. Public Works is requesting the approval from the BOC to sale by seal bid the old Animal Shelter office to be moved. The old office must be moved to expand the new parking lot and fencing.

Thank You,

Mark Turlington

STATE OF NORTH CAROLINA

VETERINARY SERVICES CONTRACT

COUNTY OF SAMPSON

THIS VETERINARY SERVICES CONTRACT (“Contract”) is made and entered into by and between **SAMPSON COUNTY** (the “County”), a body corporate and politic and a political subdivision of the State of North Carolina, and **WILLIAM C. OGLESBY, JR., D.V.M.** (“Dr. Oglesby”), a natural person and a veterinarian duly licensed by the North Carolina Veterinary Medical Board to practice veterinary medicine in the State of North Carolina. The County and Dr. Oglesby may be referred to herein at times individually as a “Party” or collectively as the “Parties”.

WITNESSETH:

WHEREAS, N.C. Gen. Stat. § 153A-442 authorizes counties to establish, equip, operate, and maintain an animal shelter or contribute to the support of an animal shelter, and for these purposes may appropriate funds not otherwise limited as to use by law; and

WHEREAS, Sampson County, as authorized by N.C. Gen. Stat. § 153A-442, has established and operates the Sampson County Animal Shelter; and

WHEREAS, in order to ensure compliance with the standards imposed on animal shelters by the Department of Agriculture pursuant to its authority under Chapter 19A of the General Statutes of North Carolina, the Sampson County Board of Commissioners (“Board of Commissioners”) has determined that it is necessary to contract with a licensed veterinarian to assist in the operation of the Sampson County Animal Shelter (the “Animal Shelter”); and

WHEREAS, the Board of Commissioners and Dr. Oglesby wish to enter into a contract whereby Dr. Oglesby will provide certain veterinary services to the Animal Shelter;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties incorporate the foregoing recitals and agree as follows:

1. Term. The initial term of this Contract shall commence on July 1, 2024 and shall expire on June 30, 2025. Thereafter, this Contract may be renewed by mutual agreement of the parties for subsequent terms of one (1) year, with each subsequent term commencing on July 1st and ending on June 30th of the following year.

2. Termination for Convenience. This Contract may be terminated by either Party at any time by giving ninety (90) days written notice in the manner provided by Paragraph 19 below.

3. Termination for Cause.

a. Either Party may terminate this Contract for material breach by the other Party of any of the terms or provisions hereof by providing the other Party at least thirty (30) days written notice in the manner provided by Paragraph 19 below, specifying the

nature of the material breach. During this thirty (30) day notice period, the breaching Party may cure the breach to the reasonable satisfaction of the non-breaching Party.

b. The County may immediately terminate this Contract in the event that: (a) termination is necessary for the health and safety of the animals housed at the Animal Shelter; (b) Dr. Oglesby suffers the loss, suspension, or restriction of his veterinary license; or (c) termination of the Contract is otherwise required by law.

4. Scope of Services. Dr. Oglesby agrees to provide the following veterinary services:

a. Work at the Animal Shelter from 8:00 a.m. to 5:00 p.m., Monday through Wednesday of each week performing ovariohysterectomies (spaying) of female animals, castrations (neutering) of male animals, general physical exams (defined as a routine check of vital statistics on each animal prior to induction of anesthesia to determine if the animal is able to withstand the surgical procedure), anesthetic induction (a requirement prior to surgical alteration to provide total or partial loss of sensation in order to ensure as pain free a procedure as possible), and surgical alteration of animals that are being housed at or are in possession of the Animal Control.

b. Provide on-call service outside of Dr. Oglesby's regular hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, including weekend and holiday on-call service on an emergency basis, as needed and agreed upon by the Parties.

c. Provide consultation regarding a protocol for injection euthanasia, including, but not limited to, the best practices for euthanasia administration, the oversight of appropriate controlled substances for such injection euthanasia and associated recordkeeping as directed by law and best practices, and the training of Animal Control employees to assist with the performance of injection euthanasia.

d. Make walk-through inspections of the Animal Shelter and the animals in control of the Animal Shelter and provide assistance and advice as it pertains to the health and well-being of the animals, as well as the operation of the Animal Shelter.

e. Consult with shelter staff on the treatment of sick and injured animals, proper kennel health management, proper sanitation methods, and health and temperament screenings for animals housed at the Animal Shelter.

f. Supervision of the Animal Shelter's veterinary technicians, including maintaining an appropriate set of standing orders, providing on-site consultation, providing telephone backup and consultation, and reviewing veterinary charts consistent with standards set by the North Carolina Board of Veterinary Medicine.

g. Service Sampson County canines for their yearly exams. (This service shall be billed directly to the Sampson County Sheriff's Office, notwithstanding the provisions of Paragraphs 6 and 7 below.)

5. Supplies. The County shall furnish all supplies and equipment required to perform the veterinary services set forth in this Contract, provided that the County will determine, in its sole discretion, the amount of County funds to expend on supplies and equipment pursuant to this Contract. However, Dr. Oglesby agrees to bring any remaining inventory from his veterinary practice, which he is closing, provided that the County makes an inventory of all such supplies received from Dr. Oglesby.

6. Payment. The County agrees to compensate Dr. Oglesby for provision of the veterinary services identified in Paragraph 4 above as follows:

a. The sum of \$5,000 per month for Dr. Oglesby's regular hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

b. The sum of \$150.00 per hour for any on-call calls made outside of Dr. Oglesby's regular hours.

c. Payment for all continuing education courses required by the North Carolina Board of Veterinary Medicine, including travel to these courses.

d. Payment for maintaining Dr. Oglesby's DEA license for dispensing controlled substances.

7. Billing. Dr. Oglesby shall submit a monthly time/billing report for veterinary services rendered pursuant to this Contract. Provided that time/billing reports are accurate and timely submitted, the County will remit payment to Dr. Oglesby on or before the 15th day of the following month based upon the total number of on-call hours listed on Dr. Oglesby's time/billing reports for the applicable month. The County may refuse payment of time/billing reports that are not properly submitted and/or that seek compensation for services beyond the scope of this Contract.

8. Licensure. Dr. Oglesby shall secure and maintain all necessary licenses, certificates, permits, registrations, consents, approvals, and authorizations that must be obtained by him to perform his obligations under this Contract.

9. Compliance with Laws. Dr. Oglesby represents that he is in compliance with all federal, state, and local laws, regulations, or orders. The performance of this Contract shall be carried out in strict compliance with all federal, state, and local laws.

10. Insurance. The County shall secure and maintain for Dr. Oglesby commercial general liability and professional liability insurance only for claims arising out of veterinary services provided pursuant to this Contract in such amounts as deemed necessary by the County, in its sole discretion.

11. Independent Contractor. The Parties agree that Dr. Oglesby is an independent contractor. Accordingly, Dr. Oglesby shall be responsible for maintaining Worker's Compensation insurance and for payment of all federal, state, and local taxes and other fees arising out of his

performance of health care services pursuant to Contract. For purposes of this Contract, taxes shall include, but not be limited to, federal and state income, Social Security, and unemployment insurance taxes.

12. Veterinary Records. The County will maintain veterinary records related to this Contract, to which Dr. Oglesby will have access.

13. Audit Rights. For all services being provided hereunder, the County shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of veterinary services hereunder. Audits shall take place at times and locations mutually agreed upon by the Parties. Notwithstanding the foregoing, Dr. Oglesby must make the materials available to be audited within one (1) week of the County's request.

14. Assignment and Subcontracting. Dr. Oglesby shall not assign his interest in this Contract or subcontract with a third party for the performance of his obligations under this Contract without the prior written consent of the County.

15. Good Standing with County. Dr. Oglesby certifies that he is not delinquent on any taxes, fees, or other debt owed by Dr. Oglesby to the County. Dr. Oglesby covenants and agrees to remain current on any taxes, fees, or other debt owed by D. Oglesby to the County during the term of this Contract.

16. Annual Appropriations and Funding. This Contract is subject to the annual appropriation of funds by the County. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for the veterinary services herein described herein, the County will be entitled to immediately terminate this Contract, without penalty or liability, except the payment of all amounts due under this Contract up to and through the last day of services.

17. Required Disclosures. In addition to any other notices required under this Contract, Dr. Oglesby shall notify the County in writing within five (5) days of Dr. Oglesby's knowledge, or when Dr. Oglesby should have known, of any occurrence or event that could reasonably impair or prevent Dr. Oglesby from providing the veterinary services contemplated by this Contract, including the following: (a) the suspension, revocation, conditioning, or restriction of Dr. Oglesby's veterinary license; (b) the initiation of a disciplinary action against Dr. Oglesby; (c) the commencement of an investigation into Dr. Oglesby for fraud or any felony; and (d) entry into a settlement related to any of the foregoing by Dr. Oglesby.

18. Notices. All notices which may be required by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

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

William C. Oglesby, Jr., D.V.M.
[Street Address]
[City], NC [ZIP Code]

19. Non-Exclusivity. Nothing herein shall be construed as creating any exclusive arrangement between the County and Dr. Oglesby. This Contract shall not restrict the County from contracting with or engaging other veterinarians to provide services similar or identical to those provided by Dr. Oglesby hereunder.

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

21. Entire Agreement. This Contract shall constitute the entire understanding between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof.

22. Amendments and Modifications. This Contract may be modified or amended by mutual consent of the Parties, provided that the modification or amendment is executed in the same fashion as this Contract.

23. Severability. When possible, each provision of this Contract shall be interpreted in such manner as to be effective, valid, and enforceable. If any provision of this Contract is held to be prohibited, invalid, or unenforceable, such provision shall be ineffective only to the extent of such prohibition, unenforceability, or invalidating without invalidating the remainder of this Contract.

24. Waiver. No waiver shall be effective unless in writing and signed by the waiving Party. A waiver by a Party of a breach or failure to perform this Contract shall not constitute a waiver of any subsequent breach or failure.

25. Interpretation. Both Parties have had the opportunity to review this Contract with legal counsel, and any ambiguity found in this Contract shall not be construed in a Party's favor on the basis that the other Party drafted the provision containing the ambiguity.

26. Survival. Any provision of this Contract that requires or reasonably contemplates the performance or existence of obligations by a Party after expiration or termination of this Contract shall survive such expiration or termination, regardless of the reason for the expiration or termination.

27. Governing Law. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to the Contract shall be brought in the General Court of Justice in the County of Sampson, North Carolina.

IN WITNESS WHEREOF, the Parties hereby cause this Contract to be duly executed, effective as of the later of the execution dates set forth below.

SAMPSON COUNTY

WILLIAM C. OGLESBY, JR., D.V.M.

Edwin W. Causey, County Manager

William C. Oglesby, Jr., D.V.M.

Date: _____

Date: _____

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

David K. Clack, Finance Officer

**SCOPE OF SERVICES
TASK ORDER 2024-1
(WBS 47178.1.1/STIP AV-5823)
FOR
DESIGN, BIDDING, AND GRANT ADMINISTRATION SERVICES
RUNWAY 6-24 REHABILITATION
AT
CLINTON-SAMPSON COUNTY AIRPORT
CLINTON, NC**

Scope of Services for Professional Consulting Services, as referenced in the Basic Services Agreement between Sampson County/The City of Clinton (CLIENT) and AVCON Engineers & Planners, Inc. (CONSULTANT), dated June 25, 2019.

IDENTIFICATION OF PROJECT:

This Runway 6-24 Rehabilitation Project (Project) at the Clinton-Sampson County Airport (Airport) consists of the design, bidding and grant administration for approximately 5,008 feet of Runway 6-24 along with the associated connector taxiway tie-ins.

The runway pavement is in poor condition and in need of rehabilitation. The 2019 Pavement Condition Index Map showed the runway having a PCI of 77. The pavement is exhibiting various levels of distress; oxidation/weathering, paving lane separation, raveling, and longitudinal/traverse cracking. The overall intent of this project is to mill/remove the distressed upper surface coarse, fill any remaining cracks, and replace with new asphalt. This project is to rehabilitate the runway pavement and not to strengthen, therefore the resulting pavement section will match the existing pavement section and the runway strength will remain the same.

Potential alternative pavement rehabilitation methods that may be evaluated could include any of the following (or combinations thereof):

1. Mill and replace (with actual depths to be determined along the entire length and width of Runway 5-23, as well as portions of the connector taxiways);
2. Remove asphalt, rework the base material and place new asphalt;
3. Likely in combination with 1 and 2 above, remove portions/sections of all materials and replace with new, depending on materials and thicknesses comprising the various pavement sections.

If other viable and potential pavement rehabilitation alternatives are identified as a result of the geotechnical investigative and testing phase, they will be presented to CTZ and DoA for consideration.

Exhibit 1 is attached and depicts the scope and intent of the project.

SPECIFIC SCOPE OF SERVICES:

The **Scope of Services** is outlined below and more fully described following the outline.

Basic Services

1. Pre-Design - Predesign consists of scoping the overall project, geotechnical, and survey field work necessary to design the project. A preliminary Pavement Rehabilitation Alternatives Study will be performed after receiving the geotechnical report to determine the appropriate rehabilitation method. Scoping of the project includes North Carolina Division of Aviation (DoA), AVCON, and the Clinton-Sampson County Airport.
2. Final Design – Using approved preliminary plans, develop and prepare 60%, 90% and 100% (IFB) Plans and Specifications.
3. Bidding Phase

Special Services

1. Pre-Design Topographic Field Surveying Services via subconsultant extending 50 feet off the edge of the existing runway. The associated connector taxiways will also be surveyed to provide for tie-in of pavements. Utility locations will also be completed along with the survey.
2. Pre-Design Geotechnical Investigation and Testing Services will be completed via subconsultant and include review of the existing pavement thickness and soil testing for proposed pavement design.
3. Grant Administration and Support Services
4. The CONSULTANT will submit Section 163 to determine the level of environmental documentation required for this project. A CATEX is the expected level of NEPA required for this project. The CATEX will be completed via subconsultant.

The CONSULTANT will obtain and provide via subconsultant the necessary pre-design topographic field survey to supplement information provided by the CLIENT. Geotechnical investigations and testing will be provided and completed via subconsultant. The CONSULTANT will utilize, to the greatest extent possible, any materials, digital files, project documents or specifications provided by the CLIENT.

After acceptance by the CLIENT of this Task Order (TO #2024-1), and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the project desired

by the CLIENT, and upon written authorization from the CLIENT, CONSULTANT shall proceed with the following project tasks:

BASIC SERVICES

A. Pre-Design Phase

CONSULTANT, under Pre-Design Phase, shall:

1. Develop project scope and fee. Coordinate with CLIENT and DoA for response to scope and fee reviews.
2. Develop project design schedule.
3. Arrange and conduct a “project kickoff meeting” with the CLIENT, tenants, and DoA. It is anticipated that one (1) meeting will be held at the AIRPORT.
4. Geotechnical Exploration: Coordination of geotechnical testing and review of the results. CONSULTANT shall solicit for geotechnical testing within the limits of the project, coordinate scopes and fees for work, coordinate with subcontractor, and review results as they pertain to the project.
5. Pavement Rehabilitation Alternatives: A preliminary Pavement Rehabilitation Alternatives Study will be performed after receiving the geotechnical report to determine the appropriate rehabilitation method.
6. Topographic Survey: Coordination of topographic survey and review of the results. CONSULTANT shall solicit for survey within the limits of the project, coordinate scopes and fees for work, coordinate with subcontractor, and review results as they pertain to the project.
7. CATEX: Coordination of a CATEX and review of the results. CONSULTANT shall solicit for CATEX for the limits of the project, coordinate scopes and fees for the work, coordinate with the subcontractor, and review the results as they pertain to the project.

CONSULTANT’s services under the Pre-Design Phase will be considered complete after the completion of the items listed above.

B. Design Phase

CONSULTANT, under Design Phase, shall:

1. Prepare final design and construction drawings for the Project, indicating the scope, extent, and character of the work to be constructed under this project. Technical specifications and Project Manual will be prepared in general conformance with FAA requirements and standards, and as necessary, NCDOT and/or NCDEQ format.
2. Provide technical criteria, written descriptions, and design data for CLIENT's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist CLIENT in consultations with appropriate authorities.
3. Prepare opinion of probable construction cost.
4. Perform or provide, in general, the following Design Phase tasks:

Associated drawings and specifications necessary to define limits of the Project including:

- geometrics (horizontal control and vertical/profile information)
 - pavement designs
 - typical sections
 - grading and pavement spots
 - pavement marking
 - erosion and sediment control
 - coordinate with CLIENT regarding other related projects and plans at the airport
 - details, notes and information regarding safety plans, construction phasing and sequencing to minimize airport operational impacts, and other similar documentation.
5. Conduct one (1) project design meetings with the CLIENT, DoA, and tenants. Working and coordinating with the CLIENT, attempt to schedule project meetings such that involved agencies and groups could attend. This meeting to be complete in conjunction with other project review meetings.
 6. Coordinate with DoA for minority goals to be included in the contract provisions at the 90% submittal for inclusion in the 100% project submittal.
 7. Prepare and submit construction plans, specifications, project manual, engineer's report, and cost estimates at 60% and 90% levels of completion (1 each to CLIENT (digital copy), and DoA (digital copy); conduct project plans review meeting with CLIENT coinciding with submittal for 60% and 90% plans and documents (three (3) meetings in total).

8. Prepare and furnish Bidding Documents for review and approval by CLIENT and assist CLIENT in the preparation of other related documents such as bid advertisements and front end specifications.
9. Submit final digital copies of the Bidding Documents and opinion of probable construction cost to CLIENT and DoA.
10. Provide technical criteria, written descriptions, and design data for CLIENT's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist CLIENT in consultations with appropriate authorities.

The Design Phase will be considered complete upon the submittal of the 100% documents to the CLIENT.

C. Bidding Phase

Upon authorization by the CLIENT to proceed, CONSULTANT shall:

1. Assist the CLIENT in advertising and obtaining bids for the work and, where applicable maintain a record of prospective bidders to whom Bidding Documents have been issued, attend and conduct one (1) Pre-bid meeting. Bid documents will be made available for prospective bidders through plan rooms, at a fee determined at that time.
2. Issue addenda as appropriate to answer questions presented to the CONSULTANT, clarify, correct, or change the Bidding Documents.
3. Attend and conduct one (1) Bid Opening and prepare Bid Tabulation
4. Consult with the CLIENT as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
5. Assist the CLIENT in evaluating Bids and in assembling and awarding a construction contract for the Work.

The Bidding Phase will be considered complete upon the CLIENT's award of a construction contract.

The CLIENT and DoA will be provided a digital copy of the Released for Construction (RFC) Documents to CLIENT and DoA).

SPECIAL SERVICES

- A. **Pre-Design Topographic Field Surveying Services** via subconsultant extending 50 feet off the edge of the existing runway. The associated connector taxiways will also be surveyed to provide for tie-in of pavements. Utility locations will also be completed along with the survey.
- B. **Pre-Design Geotechnical Investigation and Testing Services** will be completed via subconsultant and include existing pavement thickness, and soil testing for proposed pavement design.
- C. **Grant Administration and Support Services** - The CONSULTANT will assist and support the CLIENT in the preparation of required and mandated grant related applications and forms, documents and documentation, such as developing, updating and maintain project schedules and cash flow, progress reports, requests for interim payments and other related documents, submissions, and grant processes required in accordance with current CLIENT rules and procedures for compliance with grant requirements.
- D. **CATEX** will be the form of environmental documentation and completed via subconsultant.

SCHEDULE

The tentative schedule for this Project is to have Bid Documents completed by August 2024.

The CONSULTANT's construction phase services task order for this project will be developed after bids have been received and prior to the CLIENT issuing a "Notice to Proceed" to the contractor.

DELIVERABLES

(All deliverables for design and bidding will meet the requirements of AV100 Checklist dated October 2020.)

- A. Prepare and submit (digital) construction plans, specifications, and cost estimates at 60% and 90% levels of completion.
- B. Prepare and submit to CLIENT and DoA for review and comments, the Construction Safety and Phasing Plan (CSPP) and 7460 Form. A copy of a completed CSPP Checklist will be submitted for review, with DoA comments uploaded with the plans into OE/AAA for FAA review and comments.
- C. Submit final digital copy of the Bidding Documents and opinion of probable construction cost to CLIENT and DoA.

ASSUMPTIONS

- A. CURRENT and recent project related information provided by the CLIENT will be used to the maximum extent possible for the project.
- B. The project is anticipated to be a mill and fill project. However, the existing grades will be checked to be sure they meet current FAA criteria.
- C. Submittals of project plans will be made at the 60%, and 90% level for review and comments by the CLIENT, and/or the DoA. Comments will be incorporated into the 100%/final plans and specifications issued for bidding. The CONSULTANT will communicate, coordinate, and meet and/or discuss with the CLIENT the various elements of the project throughout the design phase. Both the CLIENT and DoA will be provided with electronic copies of all submittals.
- D. The engineer's opinion of probable construction cost will be provided to the CLIENT as part of the Engineer's Design Report accompanying each interim submittal.
- E. Meetings will be as follows:
 - 1. Preliminary Design – kickoff meeting (1), site visits (1), review meeting (1)
 - 2. Design – review meetings (3)
- F. Construction plans will be prepared assuming one prime construction contractor.
- G. The Project will be a stand-alone project that will be bid as a complete project. The timing for construction will be closely coordinated with the CLIENT.
- H. The CLIENT will be responsible for fees related to advertising the project and for any necessary permits (such as erosion and sediment control). The CONSULTANT will coordinate with the CLIENT and will assist in the grant reimbursement process for reimbursements.
- I. There are no Modification to FAA Standards anticipated or planned for this project.

SERVICES NOT INCLUDED IN THIS TASK ORDER

If authorized in writing by the CLIENT, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below. Compensation for services shall be paid for by CLIENT in accordance with the hourly rate schedule in affect at the time the services are requested.

- A. PREPARATION of applications and supporting documents (in addition to those CLIENT and FAA grant applications and supporting documentation furnished under Basic Services) for private or governmental grants, loans or advances in connection with the PROJECT; preparation or review of

environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the PROJECT of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.

- B. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT beyond the scope and limits of this PROJECT.
- C. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, drawings, specifications, or contract documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the effective date of this agreement or are due to any other causes beyond CONSULTANT's control.
- D. Providing artistic renderings or models for CLIENT's use.
- E. Construction administration phase services are not part of this scope of work.
- F. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the PROJECT; evaluating processes available for licensing, and assisting CLIENT in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by CLIENT.
- G. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value consulting, and constructability review requested by CLIENT; and performing or furnishing services required to revise studies, reports, drawings, specifications, or other bidding documents as a result of such review processes, except as required by CLIENT and NCDOA/FAA.
- H. Preparing additional bidding documents or contract documents for alternate bids or prices requested by CLIENT for the work, beyond those previously outlined in this task order.
- I. Providing assistance in resolving any hazardous environmental condition in compliance with current laws and regulations.
- J. Preparation of operation and maintenance manuals.

- K. Preparing to serve or serving as a CONSULTANT or witness for CLIENT in any litigation, arbitration or other dispute resolution process related to the PROJECT.
- L. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.

REQUEST AND AUTHORIZATION

Services may be requested and authorized either in writing or verbally. Verbal requests and authorization shall be confirmed in writing by the CONSULTANT.

METHOD OF COMPENSATION

For the Runway 6-24 Rehabilitation Project at the Clinton-Sampson County Airport consisting of the Scoping and Project Development, preliminary design and design for a Runway Rehabilitation previously described a total project fee of \$213,705.80 as shown and distributed below:

Basic Services

- TASK 1 – Preliminary Design– a Lump Sum fee of \$19,563.00
- TASK 2 –Design – a Lump Sum fee of \$129,278.00
- TASK 3 – Bidding – a Lump Sum fee of \$13,345.00
- TASK 4 – Grant Administration – a Lump Sum fee of \$9,281.00

Special Services

- Survey – a Lump Sum fee of \$20,250.00
- Geotechnical Investigation-a Lump Sum fee of \$15,253.80
- CATEX-a Lump Sum fee of \$6,735.00

TIMES OF PAYMENTS

CONSULTANT shall submit monthly statements for services rendered and for reimbursable expenses incurred as appropriate. The statements will be based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing.

Executed this ____ day of _____, 2024

CLIENT

CONSULTANT

CITY OF CLINTON

AVCON, INC.

By: _____

By: _____

Title: _____

Sandeep Singh, P.E.; President

Date: _____

Date: _____

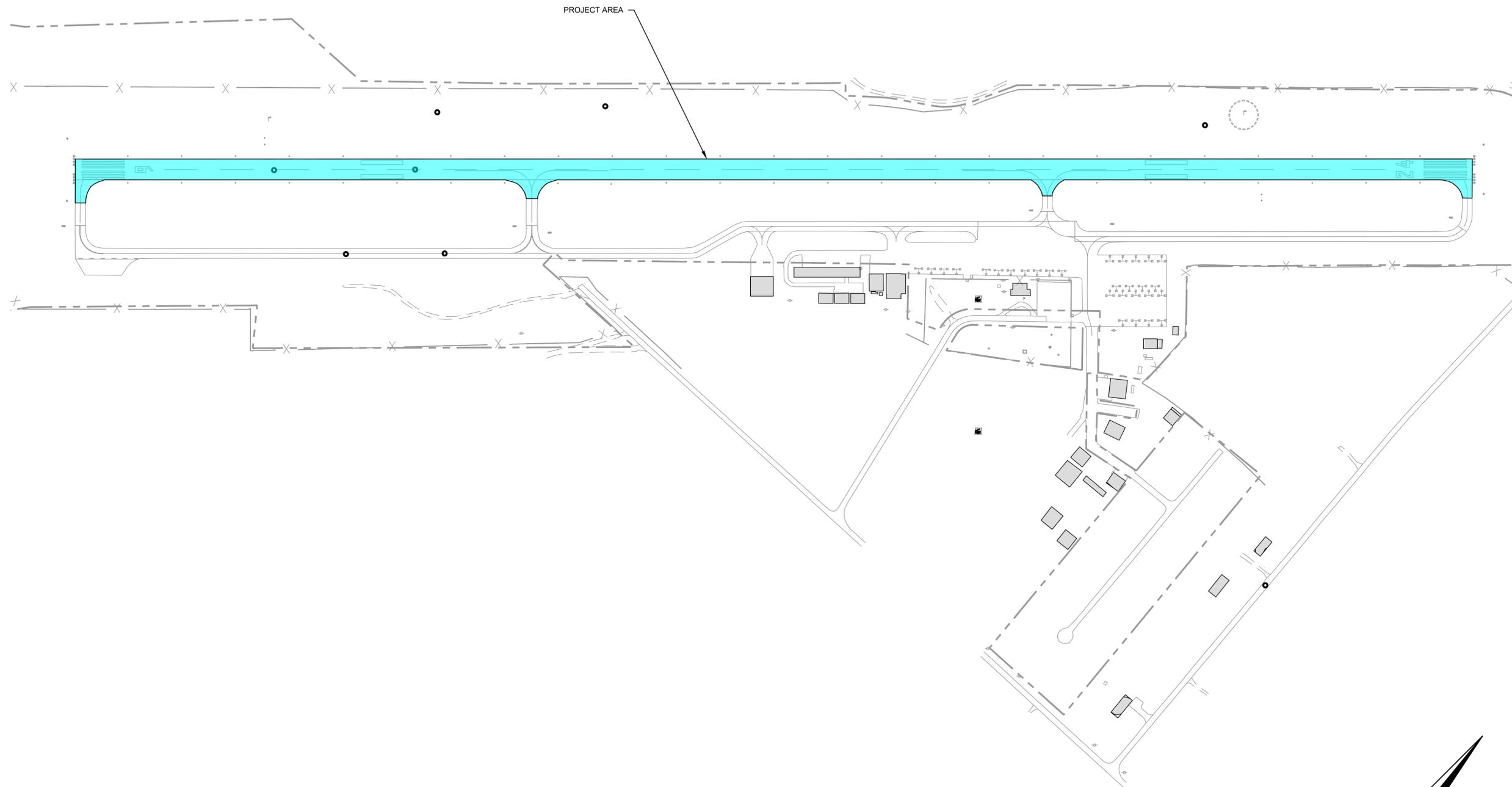
SAMPSON COUNTY

By: _____

Title: _____

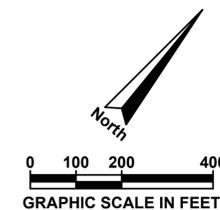
Date: _____

P:\GENERAL AIRPORT FILES\CLINTON-SAMPSON COUNTY AIRPORT (CTZ)\RUNWAY REHAB\4000.0290.01_RW REHAB EXHIBIT.DWG 1/5/2024



LEGEND

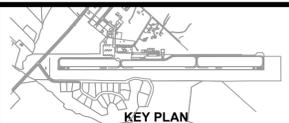
PROPOSED PROJECT LIMITS



AVCON, INC.
ENGINEERS & PLANNERS
6230 CAROLINA BEACH ROAD
WILMINGTON, NC 28412
OFFICE: (910) 685-7113
www.avconinc.com

**ISSUED FOR BID
NOT RELEASED FOR
CONSTRUCTION**

**CLINTON-SAMPSON
COUNTY AIRPORT
CLINTON, NC**



**RUNWAY 6-24
REHABILITATION**

EXHIBIT 1

ATTENTION:

THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION, ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC. FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PURPOSE. WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED.

SCALE: AS NOTED

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: **A.M.T.**
DRAWN BY: **A.M.T.**
CHECKED BY: **G.M.W.**
APPROVED BY: **G.M.W.**
DATE: **JANUARY 2024**

STATE LICENSE # **N.C. C-2450**
PROJECT NO. **4000.0290.01**

**SHEET NUMBER
EX-01**

**PROFESSIONAL FEE SUMMARY
DESIGN, BIDDING, AND GRANT
ADMINISTRATION ASSISTANCE
FOR THE
RUNWAY 6-24 REHABILITATION
CLINTON-SAMPSON COUNTY AIRPORT (CTZ)
CLINTON, NORTH CAROLINA**

AVCON Project No. 2024.0290.01

DATE: 2/22/2024

<u>Item Description</u>	<u>Fees</u>	<u>Method</u>	<u>NCDOA Code</u>
TASK 1 <u>Pre-Design</u>			A102
AVCON Labor Costs and Direct Expenses	\$19,563.00	LS	
Survey	\$20,250.00	LS	
Geotechnical Investigation	\$15,253.80	LS	
CATEX	\$6,735.00	LS	
Pre-Design Subtotal	\$61,801.80		
TASK 2 <u>Design</u>			A104
AVCON Labor Costs and Direct Expenses	\$129,278.00	LS	
Design Subtotal	\$129,278.00		
TASK 3 <u>Bidding</u>			A104
AVCON Labor Costs and Direct Expenses	\$13,345.00	LS	
Bidding Subtotal	\$13,345.00		
TASK 4 <u>Grant Administration</u>			A104
AVCON Labor Costs and Direct Expenses	\$9,281.00	LS	
Grant Administration Subtotal	\$9,281.00		
TOTAL:			
\$213,705.80			

PROJECT: RUNWAY 6-24 REHABILITATION
 TASK: Pre-Design

ITEMS OF WORK	trips from		PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SR. ENGR. / SR. PLANNER	PROJ. ENGR. PROJ. PLANNER	DESIGNER CAD TECH	ADMIN. / SUPPORT	TOTAL HOURS
	CLT office	ILM office								
Pre-Design Phase										
Project Scoping and Fee Development			4	4					4	12
Arrange and Attend Project Kick-off Meeting		1		8		8				16
Survey				2		4				6
Coordination of Surveyor, access to the site, and data				2		4		4		10
Processing of Survey Data for Use in Project CAD Files										
Geotechnical Investigation				2		4				6
Coordination of Geotech, access to the site, and data				4		4				8
Review Results of Geotechnical Investigation for Pavement Design										
CATEX				2		2				4
Coordination of CATEX				2						2
Review Results of the CATEX			4	8		24	8	8		52
Pavement Rehabilitation Alternatives										
Total Trips	0	1								
Total Manhours Category			8	34	0	50	8	12	4	116
Hour Salary Rate			\$84.13	\$70.67	\$60.10	\$43.75	\$43.03	\$40.00	\$26.00	
Payroll Burden			\$673.04	\$2,402.78	\$0.00	\$2,187.50	\$344.24	\$480.00	\$104.00	
Total Payroll Burden				\$ 6,191.56						
General Overhead	180.38%			\$ 11,168.34						
Subtotal				\$ 17,359.90						
Fixed Fee	11.00%			\$ 1,909.59						
Facilities Cost of Capital	3.2136%			\$ 198.97						
Total				\$ 19,468.46						
Direct Expenses (see below)				\$ 93.80						
AVCON Labor and Direct Expense Total - Pre-Design				\$ 19,562.26						
Grand Total - Pre-Design				\$ 19,563.00						
Subcontractors										
Geotechnical Investigation				\$ 15,253.80						
Survey				\$ 20,250.00						
CATEX				\$ 6,735.00						
Subcontractors Subtotal				\$ 35,503.80						

TASK: Pre-Design

DIRECT COSTS

TRAVEL - MILEAGE

TRIPS/TRAVEL (round trip: Charlotte to Clinton, NC)
 TRIPS/TRAVEL (round trip: Wilmington to Clinton, NC)

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	0	300	0	\$0.670	\$0.00
Miles	1	140	140	\$0.670	\$93.80

TRAVEL - MEALS

Breakfast
 Lunch
 Dinner

Each	0			\$10.10	\$0.00
Each	0			\$13.30	\$0.00
Each	0			\$23.10	\$0.00

TRAVEL - LODGING

Each	0			\$95.00	\$0.00
SUBTOTAL TRAVEL					\$93.80

REPRODUCTIONS AND PERMITS

Plans (11" x 17")
 Plans (22" x 34")
 Engineer's Report (8.5" x 11" Color)
 Project Manual/Specifications (8.5"x11" Black and White)
 Covers
 Binders

UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page	0	0	0	\$0.15	\$0.00
Page	0	0	0	\$0.35	\$0.00
Page	0	0	0	\$0.83	\$0.00
Page	0	0	0	\$0.09	\$0.00
Each	0			\$0.50	\$0.00
Each	0			\$0.50	\$0.00
LS	0			\$0.00	\$0.00

POSTAGE/OVERNIGHT DELIVERIES

PERMITS

ALLOW					\$0.00
SUBTOTAL REPRODUCTION AND PERMITS					\$0.00

SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS: \$93.80

PROJECT: RUNWAY 6-24 REHABILITATION
 TASK: Design

ITEMS OF WORK	trips from CLT office	trips from ILM office	PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SR. ENGR. / SR. PLANNER	PROJ. ENGR. PROJ. PLANNER	DESIGNER CAD TECH	ADMIN. / SUPPORT	TOTAL HOURS
Design Phase										
Project Management and Coordination with Client, and NCDCA			4	24		8			8	44
Process CSPP and 7460 with FAA				4		24		16	4	48
Final Pavement Design Options for Runway				4		12		4		20
Prepare Phasing and Sequencing Plan and Approach				8		8		4		20
Geometric Design				4		16				20
Prepare 60% Design Plans								4		0
Cover								4		4
Index of Drawings								4		4
General Notes, Legend and Utility Contacts						2		4		6
Summary of Quantities						4		4		8
Key Plan and Project Limits						2		6		8
Project Layout, Haul Routes and Staging Areas						2		6		8
Survey Control Plan						2		8		10
Geotechnical Information and Boring Layout Sheets (1 Sheet)						2		2		4
Geotechnical Boring Logs Information (3 Sheets)						2		4		6
Safety During Construction Plan, Notes and Details (3 Sheets)						2		8		10
Construction Phasing Plans, Notes and Details (5 Sheets)				4		2		8		14
Existing Conditions Plans (5 Sheets)						2		8		10
Demolition Plans (5 Sheets)				2		16		8		26
Geometric Plan (5 Sheets)				2		2		8		12
Paving Plan (5 Sheets)				2		8		8		18
Paving Details (2 Sheets)				1		8		8		17
Marking Plan (5 Sheets)				2		8		8		18
Marking Details (2 Sheets)				1		8		8		17
Miscellaneous Details (2 Sheets)						2		4		6
60% Engineer's Design Report with Cost Estimates				4		24			6	34
Prepare Draft Specifications and Project Manual				6		12			8	26
60% Design Review Meeting		1		8		8				16
60% QA/QC			8	8		4				20
Refine Phasing and Sequencing Plan and Approach				4		8				12
Final Geometric Design				4		8				12
Prepare 90% Plans								2		2
Cover								4		4
Index of Drawings								4		4
General Notes, Legend and Utility Contacts						2		4		6
Summary of Quantities				2		2		4		8
Key Plan and Project Limits						2		4		6
Project Layout, Haul Routes and Staging Areas						2		4		6
Survey Control Plan						2		2		4
Geotechnical Information and Boring Layout Sheets (1 Sheet)						2		2		2
Geotechnical Boring Logs Information (3 Sheets)				6		2		6		8
Safety During Construction Plan, Notes and Details (3 Sheets)						2		6		8
Construction Phasing Plans, Notes and Details (5 Sheets)						2		6		8
Existing Conditions Plans (5 Sheets)						2		4		6
Demolition Plans (5 Sheets)						16		8		24
Geometric Plan (5 Sheets)				2		4		4		10
Paving Plan (5 Sheets)				1		4		6		11
Paving Details (2 Sheets)						4		6		10
Marking Plan (5 Sheets)				1		4		6		11
Marking Details (2 Sheets)						4		6		10
Miscellaneous Details (2 Sheets)						2		2		4
Final Engineer's Design Report with Cost Estimates				6		16			8	30
Prepare Final Specifications and Project Manual				6		16			8	30
90% Design Review Meeting		1		8		8			2	18
QA/QC			8	8						16
Refine Phasing and Sequencing Plan and Approach				2		4				6
Incorporate 90% Review Comments into Plans				4		16	16	8	4	48
Finalize Engineer's Design Report with Cost Estimates				4		4			4	12
Finalize Specifications, Project Manual, and Contract Documents for Bidding			4	8		8			8	28
Issued for Bid Review Meeting		1		8		8			2	18
QA/QC			8	8						16
Total Trips	0	3								
Total Manhours Category			32	166	0	344	16	228	62	848
Hour Salary Rate			\$84.13	\$70.67	\$60.10	\$43.75	\$43.03	\$40.00	\$26.00	
Payroll Burden			\$2,692.16	\$11,731.22	\$0.00	\$15,050.00	\$688.48	\$9,120.00	\$1,612.00	
Total Payroll Burden				\$ 40,893.86						
General Overhead	180.38%			\$ 73,764.34						
Subtotal				\$ 114,658.20						
Fixed Fee	11.00%			\$ 12,612.40						
Facilities Cost of Capital	3.2136%			\$ 1,314.17						
Total				\$ 128,584.77						

ENGINEERING FEE COMPUTATION FOR CLINTON-SAMPSON COUNTY AIRPORT (CTZ) RUNWAY 6-24 REHABILITATION			AVCON Project No. 2024.0290.01					DATE: 2/22/2024		
PROJECT: RUNWAY 6-24 REHABILITATION										
TASK: Design										
ITEMS OF WORK	trips from CLT office	trips from ILM office	PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SR. ENGR. / SR. PLANNER	PROJ. ENGR. PROJ. PLANNER	DESIGNER CAD TECH	ADMIN. / SUPPORT	TOTAL HOURS
Direct Expenses (see below)			\$ 692.50							
AVCON Labor and Direct Expense Total - Design			\$ 129,277.27							
Grand Total - Design			\$ 129,278.00							

TASK: Design

DIRECT COSTS

TRAVEL - MILEAGE

TRIPS/TRAVEL (round trip: Charlotte to Clinton, NC)
TRIPS/TRAVEL (round trip: Wilmington to Clinton, NC)

TRAVEL - MEALS

Breakfast
Lunch
Dinner

TRAVEL - LODGING

REPRODUCTIONS AND PERMITS

Plans (11" x 17")
Plans (22" x 34")
Engineer's Report (8.5" x 11" Color)
Project Manual/Specifications (8.5"x11" Black and White)
Covers
Binders

POSTAGE/OVERNIGHT DELIVERIES

PERMITS

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	0	300	0	\$0.670	\$0.00
Miles	3	140	420	\$0.670	\$281.40
Each	0			\$10.10	\$0.00
Each	0			\$13.30	\$0.00
Each	0			\$23.10	\$0.00
Each	0			\$95.00	\$0.00
SUBTOTAL TRAVEL					\$281.40
UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page	170	2	85	\$0.15	\$25.50
Page	0	0	0	\$0.35	\$0.00
Page	320	2	160	\$0.83	\$265.60
Page	1300	2	650	\$0.09	\$117.00
Each	4			\$0.50	\$2.00
Each	2			\$0.50	\$1.00
LS	0			\$0.00	\$0.00
SUBTOTAL REPRODUCTION AND PERMITS					\$411.10
SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS:					\$692.50

PROJECT: RUNWAY 6-24 REHABILITATION
 TASK: Bidding

ITEMS OF WORK	trips from CLT office	trips from ILM office	PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SR. ENGR. / SR. PLANNER	PROJ. ENGR. PROJ. PLANNER	DESIGNER CAD TECH	ADMIN. / SUPPORT	TOTAL HOURS
Bidding Phase										
Coordinate Bid Advertisement with Airport Staff				1					1	2
Print/Distribute Bid Docs (Coord. With Repro/Plan Room)									4	4
Arrange/Attend/Conduct Pre-Bid Meeting		1		6		6			2	14
Respond to Questions from Bidders and Issue Addenda				4		6	4		4	18
Arrange/Attend/Conduct Bid Opening and Tabulate Bids		1		6		2				8
Review Bid Packages for Compliance with Project Requirements				2		2				4
Recommend Award to Airport Staff				2						2
Prepare/Review Construction Contract Documents for Airport Staff				4					4	8
Issue Released for Construction Documents			2	4		6		8	2	22
Total Trips	0	2								
Total Manhours Category			2	29	0	22	4	8	17	
Hour Salary Rate			\$84.13	\$70.67	\$60.10	\$43.75	\$43.03	\$40.00	\$26.00	82
Payroll Burden			\$168.26	\$2,049.43	\$0.00	\$962.50	\$172.12	\$320.00	\$442.00	
Total Payroll Burden				\$4,114.31						
General Overhead	180.38%			\$7,421.39						
Subtotal				\$11,535.70						
Fixed Fee	11.00%			\$1,268.93						
Facilities Cost of Capital	3.2136%			\$132.22						
Total				\$12,936.85						
Direct Expenses (from below)				\$408.10						
AVCON Labor and Direct Expense Total - Bidding				\$13,344.95						
Grand Total - Bidding				\$13,345.00						

TASK: Bidding

DIRECT COSTS

TRAVEL - MILEAGE

TRIPS/TRAVEL (round trip: Charlotte to Clinton, NC)

TRIPS/TRAVEL (round trip: Wilmington to Clinton, NC)

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	0	300	0	\$0.670	\$0.00
Miles	2	140	280	\$0.670	\$187.60

TRAVEL - MEALS

Breakfast

Lunch

Dinner

Each	0			\$10.10	\$0.00
Each	0			\$13.30	\$0.00
Each	0			\$23.10	\$0.00

TRAVEL - LODGING

Each	0			\$95.00	\$0.00
SUBTOTAL TRAVEL					\$187.60

REPRODUCTIONS AND PERMITS

Plans (11" x 17")

Plans (22" x 34")

Engineer's Report (8.5" x 11" Color)

Project Manual/Specifications (8.5"x11" Black and White)

Covers

Binders

POSTAGE/OVERNIGHT DELIVERIES

PERMITS

UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page	85	2	85	\$0.15	\$25.50
Page	0	0	0	\$0.35	\$0.00
Page	160	2	160	\$0.83	\$265.60
Page	650	2	650	\$0.09	\$117.00
Each	2			\$0.50	\$0.00
Each	1			\$0.50	\$0.00
LS	0			\$0.00	\$0.00
ALLOW					\$0.00
SUBTOTAL REPRODUCTION AND PERMITS					\$408.10

SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS: \$408.10

PROJECT: RUNWAY 6-24 REHABILITATION
 TASK: Grant Administration

ITEMS OF WORK	trips from CLT office	trips from ILM office	PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SR. ENGR. / SR. PLANNER	PROJ. ENGR. PROJ. PLANNER	DESIGNER CAD TECH	ADMIN. / SUPPORT	TOTAL HOURS
Assist Client with Funding Agency Request for Aid, Requests for Reimbursements and Grant Administration/Compliance Including:										
Grant Applications, Forms and Support Documents				4					8	12
Project Schedule and Cash Flow				2						2
QSR Progress Reports				3					3	6
Interim Reimbursements (6)				6					24	30
Grant Closeout				4					8	12
Other Related Documents, Submissions, and Grant Processes Required by NCDQA and County				4					8	12
Total Trips	0	0								
Total Manhours Category			0	23	0	0	0	0	51	74
Hour Salary Rate			\$84.13	\$70.67	\$60.10	\$43.75	\$43.03	\$40.00	\$26.00	
Payroll Burden			\$0.00	\$1,625.41	\$0.00	\$0.00	\$0.00	\$0.00	\$1,326.00	
Total Payroll Burden				\$2,951.41						
General Overhead	180.38%			\$5,323.75						
Subtotal				\$8,275.16						
Fixed Fee	11.00%			\$910.27						
Facilities Cost of Capital	3.2136%			\$94.85						
Total				\$9,280.28						
Direct Expenses (see below)				\$0.00						
AVCON Labor and Direct Expense Total - Grant Administration				\$9,280.28						
Grand Total - Grant Administration				\$9,281.00						

TASK: Grant Administration

DIRECT COSTS

TRAVEL - MILEAGE

TRIPS/TRAVEL (round trip: Charlotte to Clinton, NC)
 TRIPS/TRAVEL (round trip: Wilmington to Clinton, NC)

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	0	300	0	\$0.670	\$0.00
Miles	0	140	0	\$0.670	\$0.00

TRAVEL - MEALS

Breakfast
 Lunch
 Dinner

Each	0			\$10.10	\$0.00
Each	0			\$13.30	\$0.00
Each	0			\$23.10	\$0.00

TRAVEL - LODGING

Each	0			\$95.00	\$0.00
SUBTOTAL TRAVEL					\$0.00

REPRODUCTIONS AND PERMITS

Plans (11" x 17")
 Plans (22" x 34")
 Engineer's Report (8.5" x 11" Color)
 Project Manual/Specifications (8.5"x11" Black and White)
 Covers
 Binders

UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page	0	0	85	\$0.15	\$0.00
Page	0	0	0	\$0.35	\$0.00
Page	0	0	160	\$0.83	\$0.00
Page	0	0	650	\$0.09	\$0.00
Each	0			\$0.50	\$0.00
Each	0			\$0.50	\$0.00
LS	0			\$0.00	\$0.00
SUBTOTAL REPRODUCTION AND PERMITS					\$0.00

POSTAGE/OVERNIGHT DELIVERIES

PERMITS

ALLOW \$0.00

SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS: \$0.00

February 6, 2024

Sandeep Singh, PE
AVCON, INC
630 Carolina Beach Road
Wilmington, NC 28412
Direct: 910.685.7113

RE: CTZ Survey Clinton, NC

Dear: Mr. Singh,

WithersRavenel (WR) is pleased to present this Proposal for Professional Services to AVCON (CLIENT) for providing Unmanned Aerial Systems (UAS) professional services.

It is proposed that this project consist of creating a 3D digital surface via UAS-based LiDAR and conventional survey for the purpose of a topographic survey within the limits shown in Image 1. The project deliverables will be tied to NC grid coordinates with the use of GNSS survey ground control.

We look forward to working with you on this project. Please feel free to contact me should you require any clarification regarding this proposal.

Sincerely,

WithersRavenel



Seth E. Swaim, PLS, GISP
Remote Sensing Group Director

Attachment

**Sampson County Airport (CTZ) Survey
Clinton, NC
Proposal for Professional Services**

A. PROJECT DESCRIPTION

WithersRavenel is proposing to provide a topographic survey of approximately 25 acres located at Sampson County Airport, Clinton, NC. The LiDAR, Photogrammetry, and conventional survey mapping will be collected and processed by WithersRavenel via Unmanned Aircraft Systems (UAS), and associated software technology. Project control will be established via survey grade GPS/GNSS and/or local control if provided by client. The project area for this scope will include the limits shown in Image 1 below and consist of all surfaces within 25 feet of the runway and taxiways.

B. SCOPE OF SERVICES

Task 1- Topographic Survey

- Flight plan scheduling with the CLIENT and Airport staff as necessary
- Coordination with Airport for NOTAM release
- UAS Flight Standards
 - UAS flight crew may consist of a 2-man crew, one Pilot in Command (PIC) and one Visual Observer (VO)
 - Take-off and recovery of the aircraft will be completed on the CLIENTS property and the UAS will never leave subject property
 - All flights are limited to maximum of 400 feet above ground level (AGL) or below, and within visual line of sight (VLOS) of the UAS flight crew
 - Flight altitude could be as low as 50 feet AGL depending on site conditions
 - For safety and adherence to FAA regulations, each project area may be broken into multiple flight missions, with multiple launch and recovery sites
- GPS/GNSS control, and utilize control established via NC licensed PLS, or CLIENT, as directed;
- Datum: NAD 83 (2011) horizontal, NAVD88 vertical
- Flight planning to include obstruction identification, proximity to landmarks and local airports;
- Coordination with Air Traffic Control (ATC) as necessary;
- All post-processing will be completed by WithersRavenel staff in-house
- Anticipated point density: >50 ppsm
- Accuracy expectation: Vertical accuracy will be to achieve a 1 foot contour interval and will meet +/- 0.30 feet for spot elevations and relative horizontal accuracy of +/- 0.20 feet.

- Utilize the existing Runway Centerline as the Baseline for project. Survey spots shall be on a 25' grid based on the provided baseline.
- Provide spots for all edges of pavement, pavement surface, and a 25' offset from the edge of the pavement. Where connector taxiways intersect the runway, taxiway centerline and edge spots shall also be provided. Any and all structures within the proposed survey limits shall be identified. Spots shall be on a 25' grid.
- Any changes in grades/slopes that would not be shown on the proposed grid, shall also be identified.
- All taxiway lights (in pavement and in grass) and any other lighting/signage around the runway or taxiways, as well as, any underground utilities and drainage within the proposed survey limits shall be identified.
- Shots delineating airfield markings on the runway and taxiways within the proposed survey limits shall be provided.

- Provide and install three (3) benchmarks at locations requested by the Engineer (1 at each runway threshold and 1 mid field . Benchmarks should be substantial enough to withstand weathering and traffic as applicable. Other control, such as USGS monuments, FAA airport monuments, etc shall be identified as such. The benchmarks shall be used for design and construction staking and layout.
 - Horizontal control shall be based on state plane coordinate System NAD 83. Vertical control shall be based on NGS NAVD 88 Datum. Spot elevations shall be given to +/- 0.01 feet for paved sections and +/- 0.1 feet for turfed sections. Locations of permanent items within the marked survey area shall be shown relative to the runway centerline.
 - Survey to provide 1-foot contours across the designated area. Additionally, elevations to the nearest 0.01 " on the existing asphalt pavement. The survey should include all areas outlined within the "survey limits" as shown on the exhibit.
 - Topographic survey with the "survey limits" shown, locating all utilities, runway and taxiway lights, signs, fence, drainage features, pipes, swales and structures, roads (gravel or paved), NAVAIDs, etc. within the "survey limits" shall be marked and identified with respect to Runway 6-24 Centerline Baseline. Utility structures shall be given with top elevations.
 - Drainage structures within the "survey limits" shall be given with top elevations, invert elevations, and construction material of structures. Location, pipe size and type, inverts are required .
- **Deliverable: XML and CAD/DWG ground surface with 1ft contours, DWG with all scoped features mapped, Sitewide Orthophoto (SID), NC PLS Survey Report *****

Note: acceptance of this proposal signifies the approval by Client to fly aircraft over the property

*****Areas of the project site heavily vegetated or otherwise obscure to where the ground is not visible by the LiDAR scanner will be classified and delivered as obscure with unverified accuracy.*****

Not Included Items

- Planimetrics, streets, roads, driveways (outside of project area)
- Additional existing conditions outside of project area
- Boundary survey
- Building footprints
- Tree lines
- Hard copy mapping products

Project Management

Project management is a necessity on every project and ensures the coordination of the project runs smoothly as a whole and the deliverables meet the CLIENTS needs. This time allows for critical communication between the CLIENT and WR such that all tasks and unforeseen issues are resolved quickly and efficiently. Delivery of the data to the CLIENT is included in this task as well.

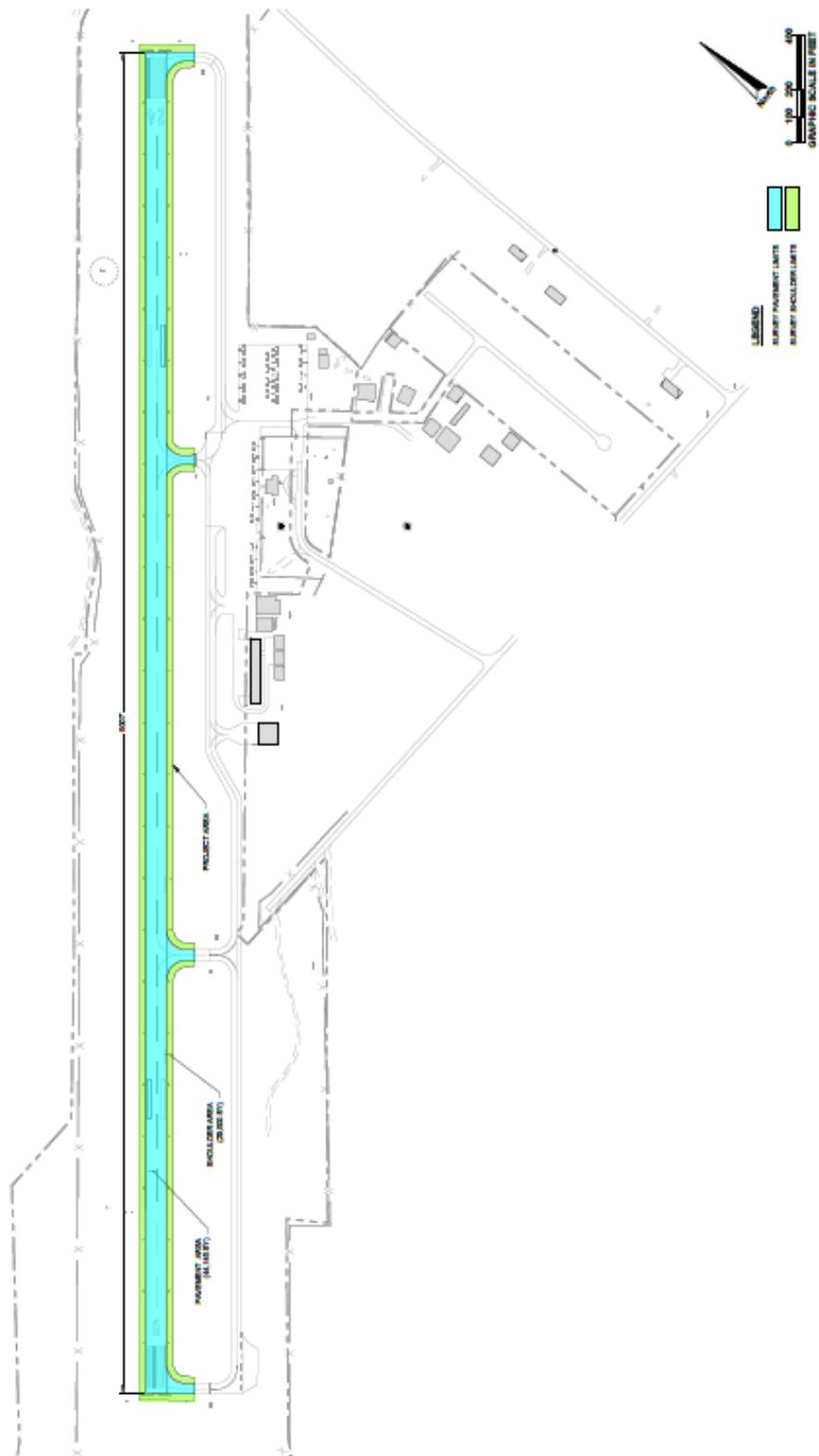


Image 1

C. ADDITIONAL SERVICES

Any service not contained within the scope can be provided on an hourly basis. Our hourly rates are as indicated on the attached fee and expense schedule.

D. EXPENSES

The following costs shall be paid by the CLIENT or be considered reimbursable and include but are not limited to the following:

- None

E. COMPENSATION FOR SERVICES

WithersRavenel proposes to provide the services outlined in Section B on a lump sum basis as defined below. Reimbursable expenses shall be billed in accordance with Exhibit 2.

Task Number	Task Name	Cost
Task 1	Topographic Survey	\$20,250

F. TIMELINE FOR SERVICES

WithersRavenel will commence work within 10 days of written notice to proceed from the CLIENT. Deliverables will be provided within 15 days of completion of data collection.

G. ACCEPTANCE

Receipt of an executed copy of this proposal will serve as the written proposal between WithersRavenel, Inc. and CLIENT for the basic services outlined in Section B of this document. The terms outlined in the attached Exhibits - Standard Terms and Conditions (Exhibit 1), Fee and Expense Schedule (Exhibit 2) shall be considered a part of this proposal.

WithersRavenel

Seth E. Swaim, PLS, GISP
Remote Sensing Group Director

AVCON, INC

Sandeep Singh, PE

By: _____

Title: _____

Date: _____

Exhibit 1 - Standard Terms and Conditions
Exhibit 2 - Fee & Expense Schedule

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and

CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.



EXHIBIT II

Fee & Expense Schedule

Administrative	
Administrative Assistant	\$ 70
Administrative Assistant I	\$ 85
Administrative Assistant II	\$ 95
Administrative Assistant III	\$ 105
Marketing Administration I	\$ 95
Marketing Administration II	\$ 125
Director of Marketing	\$ 155
Office Administration	\$ 75
Office Administrator I	\$ 125
Office Administrator II	\$ 130
Office Administrator III	\$ 135
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15
Other	
Expert Witness	\$ 400

Geomatics	
Geomatics CAD I	\$ 105
Geomatics CAD II	\$ 125
Geomatics CAD III	\$ 140
Geomatics Project Manager I	\$ 175
Geomatics Project Manager II	\$ 185
Geomatics Project Manager III	\$ 215
Geomatics Project Professional I	\$ 155
Geomatics Project Professional II	\$ 180
Geomatics Principal	\$ 250
Geomatics Remote Sensing Crew I	\$ 225
Geomatics Remote Sensing Crew II	\$ 315
Geomatics Survey Crew I	\$ 160
Geomatics Survey Crew II (2 Man)	\$ 195
Geomatics Survey Crew III (3 Man)	\$ 240
Geomatics Senior Manager	\$ 225
Geomatics Survey Tech I	\$ 65
Geomatics Survey Tech II	\$ 95
Geomatics Survey Tech III	\$ 125
Geomatics Survey Tech IV	\$ 135
Geomatics Sr. Technical Consultant	\$ 225
Geomatics SUE Crew 1	\$ 195
Geomatics SUE Crew 2	\$ 265

Effective January 1, 2024 - Schedule is subject to change



2401 Brentwood Road, Suite 107
Raleigh, NC 27604
P (919) 873-2211
Terracon.com

February 1, 2024

Avcon, Inc.
6230 Carolina Beach
Wilmington, North Carolina 28412

Attn: Mr. Marty Wynn, P.E. – Senior Project Manager
P: (910) 685-7113
E: mwynn@avconinc.com

RE: Proposal for Geotechnical Engineering Services
CTZ – Runway 6-24 Rehabilitation
89 Sampson Road
Clinton, North Carolina
Terracon Proposal No. P70245019

Dear Mr. Wynn:

We appreciate the opportunity to submit this proposal to Avcon, Inc. (Avcon) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan, provided by Avcon

Our Not-to-Exceed fee to perform the Scope of Services described in this proposal is \$15,253.80. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon

Hugo Santana, PE
Geotechnical Project Engineer

Andrew A. Nash, PE
Geotechnical Department Manager

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Avcon and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Avcon and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	We were provided with a Request for Proposal, which included a site layout plan with proposed boring locations, dated June 26, 2024 prepared by Avcon.
Project Description	The project will include the rehabilitation of Runway 6-24 and four connector taxiways at the Clinton-Sampson County Airport.
Grading/Slopes	Final grades are anticipated to remain within +/- 1 feet of existing grades.
Pavements	Pavement rehabilitation is anticipated for Runway 6-24 and four connector taxiways. Terracon will provide Avcon with recommended design CBR values. Pavements will be designed by others.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 89 Sampson Road in Clinton, North Carolina. Latitude/Longitude (approximate) 34.97507, -78.36539 (See Exhibit D)
Existing Improvements	The proposed project is located at the Clinton-Sampson County Airport.
Current Ground Cover	The runway pavement is anticipated to consist of asphalt pavement.
Existing Topography	The runway appears to be relatively flat. Site grades appear to slope downward toward the southwest.
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles.

Expected
Subsurface
Conditions

Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of coastal plain sand soils interlaid with clay. Fill is anticipated to be encountered toward the southwest portion of the runway.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Avcon requested the following boring locations and depths:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
11	Dynamic Cone Penetrometer of upper 4 feet Auger Probe to 5 feet	Runway 6-24 and Taxiway connectors

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: Existing pavements will be cored using a thin wall core barrel driven by a trailer-mounted drill rig. The extracted pavement cores will be labeled and returned to our laboratory. Following pavement coring, where applicable, a dual-mass dynamic cone penetrometer (DCP) test will be performed from subgrade or the ground surface to a maximum depth of 4 feet or practical refusal (greater than 30 blows in 4 inches). The DCP penetration data will be used to determine in-situ California Bearing Ratio (CBR), or relative stiffness, of the proposed subgrade materials. Following performance of the DCP test, a hand auger will be advanced to a maximum depth of 5 feet to collect samples of the subgrade material. The samples will be placed in appropriate containers, taken to our soil laboratory, and classified by a geotechnical engineer. In addition, groundwater levels will be measured and noted if encountered during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling

and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with auger cuttings. Pavements will be non-shrink grout. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole away from the runway.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through NC811. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon will assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with private utility locate services have been included. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Terracon understands that Avcon, Inc. will assist with the coordination of site access with airfield management. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommendations for preparation of subgrades for pavements
- Recommended design CBR values.

In addition to an emailed report, your project will also be delivered using our Client Portal - Compass. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Item	Unit Rate	Quantity	Cost
Labor			
Senior Engineer	\$195/HR	3	\$585
Project Engineer	\$145/HR	16	\$2,320
Staff Engineer	\$125/HR	8	\$1,000
Staff Geologist	\$90/HR	20	\$1,800
Drilling / Lab / Expenses			
Atterberg Limits	\$95/EA	4	\$380
Sieve Analysis	\$100/EA	4	\$400
Moisture Content, ASTM D-2216	\$10/EA	4	\$40
Private Utility Locate Services	\$1,200 LS	1	\$1,200
Pavement Investigation Daily Drilling Rate, two days	\$3,200/EA	2	\$6,400
Mobilization	\$750/EA	1	\$750
Per Diem	\$155/EA	3	\$465
Mileage, IRS Rate	\$0.67/MI	140	\$93.80
TOTAL NOT TO EXCEED			\$15,253.80

Our Scope of Services does not include services associated with repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule ^{1, 2}
Kickoff Call with Client	2 business days after notice to proceed
Field Exploration	15 business days after notice to proceed
Geotechnical Engineering	25 business days after notice to proceed

1. Upon receipt of your notice to proceed we will activate the schedule component on Compass with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on Compass . The schedule will be updated to maintain a current awareness of our plans for delivery.



**Geotechnical Engineering Services
2024 UNIT RATE FEE SCHEDULE**

PERSONNEL SERVICES

1.	Clerical	\$	55.00
2.	Senior Drafting (CAD) Technician, per hour.....	\$	95.00
3.	Staff Geologist, per hour	\$	90.00
4.	Staff Engineer, per hour	\$	125.00
5.	Project Engineer, per hour	\$	145.00
6.	Senior Project Manager, per hour	\$	165.00
7.	Senior Engineer, per hour.....	\$	195.00
8.	Principal, per hour	\$	250.00
9.	Senior Consultant, per hour.....	\$	275.00
10.	Per Diem (per person, per overnight stay including lodging & meals).....	\$	155.00
11.	Mileage, per IRS		
12.	Direct Expenses & Subcontractors.....		100%

DRILLING SERVICES

1.	Mobilization and transportation of drill rig and crew, per occurrence		
	Within 50-mile radius of Terracon office	\$	750.00
	Surcharge for all-terrain vehicle.....	\$	100.00
	Beyond 50-mile radius of Terracon office, per mile.....	\$	5.50
2.	Hourly Rate for boring layout, difficult moving, clearing access, hauling water, steam cleaning, decontamination and stand-by time, per hour	\$	175.00
3.	Minimum Daily Rate for Drill Rig (per diem not included) (8-hour day)	\$	3,200.00
4.	Crew Time (Standby, Clearing, etc)	\$	350.00
5.	Auger Probe Borings (no samples), per linear foot.....	\$	10.00
6.	Soil Test Borings		
	(a) Less than 50 feet and Less than 100 blows per foot, per linear foot.....	\$	22.00
	(b) Surcharge for "Hard Drilling" (More than 100 blows per foot), per linear foot	\$	2.50
	(c) Surcharge for depths greater than 50 feet, each 50 ft increment of depth.....	\$	2.00
	For depths greater than 50 feet, add \$2.00 per foot for each 50-foot increment of depth		
7.	Additional split-spoon samples, 0-50 feet, each.....	\$	25.00
8.	Casing (3" or 4") installed through soils or weathered rock, per linear foot	\$	9.00
9.	Rock Coring; Set-up, per hole	\$	175.00
10.	(a) NQ coring (including diamond bits and core boxes), per foot.....	\$	65.00
11.	(b) HQ coring (including diamond bits and core boxes), per foot.....	\$	70.00
12.	Undisturbed Samples		
	(a) Standard 3" Shelby tube, each.....	\$	100.00
	(b) Piston 3" Shelby tube, each	\$	110.00
13.	Bag/Bulk Samples, each	\$	40.00
14.	Piezometer and Monitoring Well Drilling and Below-Ground Materials, less than 100 feet		
	(a) Piezometer in pre-drilled borehole, per linear foot	\$	12.00
	(b) 2" Type I Monitoring Well in pre-drilled 7" borehole, per linear foot.....	\$	35.00
	(c) 2" Type II Monitoring Well in pre-drilled 7" borehole, per linear foot.....	\$	50.00
15.	Monitoring Well 2'x2' Concrete Pads	\$	250.00
16.	Monitoring Well Metal Protective Casing.....	\$	250.00
17.	Monitoring Well, Piezometer, or Borehole Abandonment with bentonite/grout, per linear foot. \$		9.00
18.	55 Gallon Drums for Soil/Fluid Containment (does not include testing or disposal), each	\$	75.00
19.	Construct Decontamination Pad, each.....	\$	500.00

20. Generator, per day.....	\$	80.00
21. Steamcleaner, per day.....	\$	100.00
22. Repair of Asphalt/Concrete Pavement, per boring	\$	35.00
23. Per Diem (per drill crew, per overnight stay)	\$	350.00
24. Other material expenses.....		Cost%

LAB SERVICES

1. Percent Fines (Wash 200 sieve), each	\$	85.00
2. Sieve Analysis, each.....	\$	100.00
3. Particle Size Analysis (with Hydrometer), each.....	\$	155.00
4. Natural Moisture Content Test, each.....	\$	15.00
5. Atterberg Limits Test, each.....	\$	95.00
6. Standard Proctor Test, each.....	\$	185.00
7. Standard Proctor Test (with rock correction), each.....	\$	195.00
8. Modified Proctor Test, each.....	\$	185.00
9. Modified Proctor Test (with rock correction), each	\$	200.00
10. CBR Testing, per point.....	\$	250.00
11. Fireproofing density testing, each.....	\$	50.00
12. Concrete Compressive Strength testing of Cylinders and cubes, each	\$	12.00
13. Concrete Compressive Strength testing of Contractor made cylinders, each	\$	22.00
14. Concrete Flexural Strength testing of 6x6x18 inch beams, each	\$	75.00
15. Concrete Compressive Strength testing of Cores, each.....	\$	55.00
16. Masonry Compressive Strength testing of 2"x2" cubes, each	\$	17.00
17. Masonry Mortar Aggregate Ratio lab test C780, set.....	\$	300.00
18. Masonry Compressive Strength testing of Grout Prisms, each.....	\$	65.00
19. Masonry Block Absorption and Compressive Strength, per set of 6	\$	350.00
20. Masonry Block Prism Compressive Strength, each.....	\$	150.00
21. Asphalt Core Specific Gravity (thickness and density) testing, each.....	\$	50.00
22. Asphalt Maximum Theoretical Specific Gravity (Rice) testing, each	\$	250.00
23. Asphalt Content (Burn) and Aggregate Gradation, each	\$	250.00

Exhibit D – Site Location

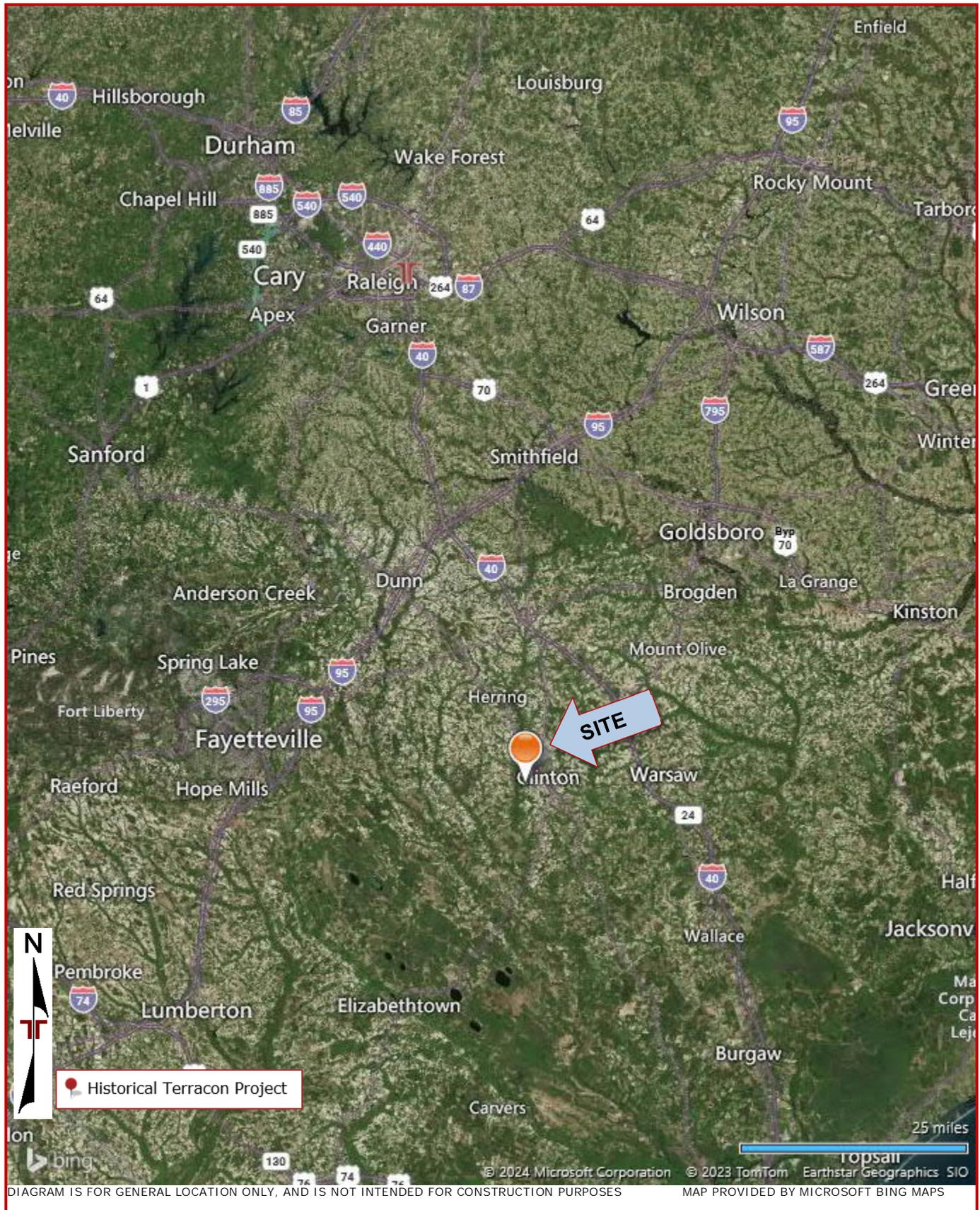


Exhibit D – Site Location

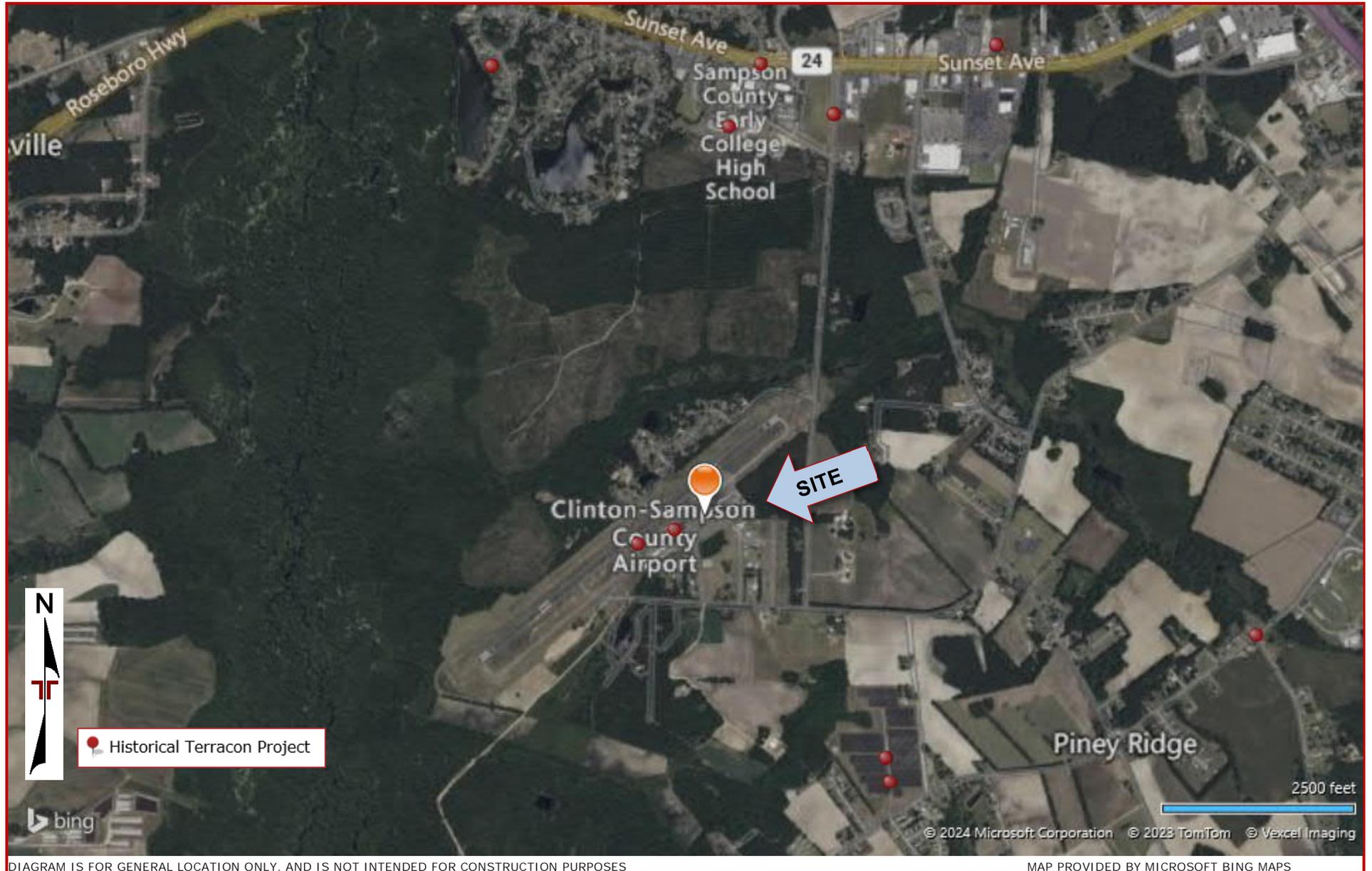
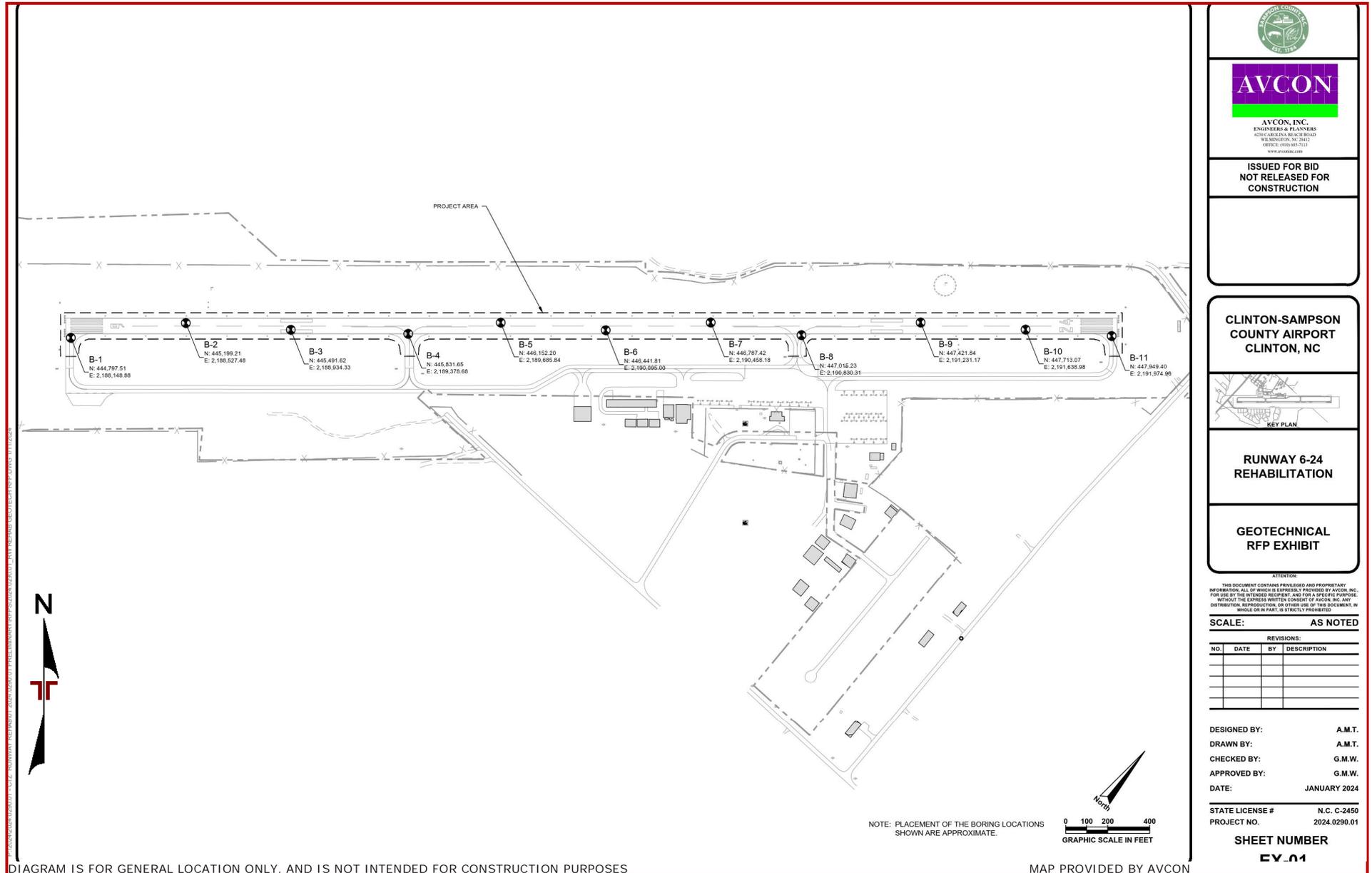


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan



AVCON

AVCON, INC.
 ENGINEERS & PLANNERS
 6201 LEBLANC WOODS ROAD
 WILMINGTON, NC 28412
 OFFICE: (910) 687-7117
 WWW.AVCON.COM

ISSUED FOR BID
 NOT RELEASED FOR
 CONSTRUCTION

**CLINTON-SAMPSON
 COUNTY AIRPORT
 CLINTON, NC**

KEY PLAN

**RUNWAY 6-24
 REHABILITATION**

**GEOTECHNICAL
 RFP EXHIBIT**

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February 22, 2024

Marty Wynn
AVCON, Inc.
6230 Carolina Beach Road
Wilmington, NC 28412

RE: Proposal for Professional Services
Sampson County Airport (CTZ) – Runway 6-24 Rehabilitation
Clinton, Sampson County, North Carolina
WR Project No.: 23-0603-B

Dear Mr. Wynn:

WithersRavenel is pleased to present this proposal for Professional Services to AVCON, Inc., our “Client”. This Proposal for Professional Services is for the Runway 6-24 Rehabilitation Project at the Sampson County Airport, located at 89 Sampson Airport Road in Clinton, Sampson County, North Carolina. The project consists of milling off 2 inches of asphalt and adding 2 inches of new pavement. The project limits are specified in the attached exhibit provided by AVCON.

The Scope of Services contained herein includes project administration, environmental site review, and preparation of the Documented CATEX.

We will be able to start this work within 30 days following the return of the fully executed agreement.

If you have any questions or concerns, please let us know. We look forward to the opportunity to work together on this project.

Sincerely

WithersRavenel



Gary Kreiser, LSS
Senior Environmental Project Scientist

Attachment

**Sampson County Airport (CTZ)
Runway 6-24 Rehabilitation
Clinton, Sampson County, NC
Proposal for Professional Services**

A. PROJECT DESCRIPTION

This Proposal for Professional Services is for the Light Replacement Project at the Sampson County Airport, located at 89 Sampson Airport Road in Clinton, Sampson County, North Carolina. The project consists of milling off 2 inches of asphalt and adding 2 inches of new pavement. The project limits are specified in the attached exhibit provided by AVCON. The Scope of Services contained herein includes project administration, environmental site review and preparation of the Documented CATEX.

B. SCOPE OF SERVICES

Task 1- Project Management and Administration

- ▶ Coordinate with Client's project team throughout the course of the project;
- ▶ Coordinate submittals with the Client;
- ▶ Participate in conference calls, coordination meetings and review meetings with the Client regarding findings of site review, report preparation, submittals, and permitting requirements.
- ▶ Manage internal project processes, communication, and resources.

Task 2 – Environmental Site Review

Wetland Delineation

- ▶ Obtain preliminary site information, including aerial photos, USGS Quadrangle Maps, Sampson County Soil Survey, Sampsons County GIS data, prior to conducting site visit.
- ▶ Conduct site review to determine if the project site contains jurisdictional wetlands and streams. Jurisdictional wetlands will be determined using criteria set forth in the 1987 US Army Corps of Engineers (USACE) Wetlands Delineation Manual and applicable Regional Supplement. Streams will be assessed using criteria set forth in the NC Division of Water Resources Identification Methods for the Origins of Intermittent and Perennial Streams (2010). WR will delineate all jurisdictional wetlands and starting point of streams in the field using sequentially numbered Wetland Delineation flagging.
- ▶ Locate wetland flags and stream start point flags using Trimble GPS unit. GPS data will be used to prepare exhibits for the site report.

Field Survey for Federal and State Listed Threatened & Endangered Species

- ▶ Complete a review of literature and data from the NC DEQ, USFWS and NCNHP to determine listed species known to have ranges extending into Sampson County that are likely to occur within the project.
- ▶ Conduct a pedestrian survey of the project study area to document vegetative communities and determine presence/absence of potential habitat for listed species.
- ▶ Conduct a pedestrian survey of the potential habitat within the project study area to determine the presence of protected species and/or potential habitat in which protected species may occur.
- ▶ Use GPS to locate any occurrences of listed species observed during the pedestrian survey.

Site Report

- ▶ Prepare brief letter report documenting the results of wetland delineation and threatened & endangered species survey and submit to USFWS for concurrence.

Task 3 – Preparation of Responses to Specific Sections of Documented CATEX

- ▶ WR will assist in preparations of responses to the following CATEX sections/subsections:
 - 5-2.b(1) – National Historic Preservation Act (NHPA) resources
 - 5-2.b(2) – Department of Transportation Act Section 4(f) and 6(f) resources
 - 5-2.b(3) – Threatened or Endangered Species
 - 5-2.b(4) – Other Resources
 - 5.2.b(5) – Disruption of an Established Community
 - 5.2.b(6) – Environmental Justice
 - 5.2.b(7) – Surface Transportation
 - 5.2.b(8) – Noise
 - 5.2.b(9) – Air Quality
 - 5.2.b(10) – Water Quality
 - 5.2.b(11) – Highly Controversial on Environmental Grounds
 - 5.2.b(12) – Inconsistent with Federal, State, Tribal or Local Law
 - 5.2.b(13) – Light Emissions, Visual Effects, and Hazardous Materials
 - 5.2.b(14) – Public Involvement
 - 5.2.b(15) – Indirect/Secondary/Induced Impacts
 - Permits and Environmental Commitments

- ▶ WR will provide an electronic copy of the prepared responses to Client for incorporation in the final Documented CATEX document.
- ▶ In the event that the NCDOA issues a Request for More Information specific to the sections of the Documented CATEX prepared by WR, WR will prepare a response to one (1) Request for More Information and provide in electronic format to Client for submittal to the NCDOA.

Task 4 – Expenses

Expenses directly related to fieldwork and production including but not limited to:

- ▶ Mileage

Estimated Reimbursable Expenses				
Type	Reason for Expense	Amount	Reimbursement Rate	Total
Mileage	Environmental Site Report	160 miles (round trip)	\$0.67/mile	\$107.20
			TOTAL	\$107.20
			Proposal Amount	\$107.00

C. EXCLUSIONS

This proposal does not include the following:

- ▶ Preparation of an Environmental Assessment (EA) or Environmental Impact Statement (EIS)
- ▶ 404/401 Permitting
- ▶ Site Design and/or Engineering Services
- ▶ Section 7 Consultation with USFWS
- ▶ Surveying Services
- ▶ Legal representation

D. ADDITIONAL SERVICES

Additional requested progress meetings or excluded tasks that are not included in the above listed scope of services are considered additional services. Should WithersRavenel be requested to assist with other services, the services will be provided under a contract amendment.

E. CLIENT RESPONSIBILITIES

The following items will be provided by the Client and WithersRavenel will rely upon the accuracy and completeness of this information:

- ▶ Access to property described
- ▶ Any legal representation requiring an attorney of law
- ▶ Submittal/Application Fees

F. COMPENSATION FOR SERVICES

WithersRavenel proposes to provide the services outlined above on a fixed fee (lump sum) basis as shown below, plus reimbursable expenses. **Client will only be charged for tasks provided.**

Task Number	Task Name	Cost
Task 1	Project Management and Administration	\$583.00
Task 2	Environmental Site Review	\$3,232.00
Task3	Documented CATEX	\$2,813.00
Task 4	Expenses	\$107.00
	TOTAL	\$6,735.00

Invoices will be based on the percentage of the project accomplished during the billing period. Payment is due upon receipt of the invoice.

G. TIMELINE FOR SERVICES

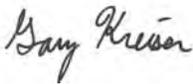
WR will begin work within 30 days upon receipt of the executed contract.

H. ACCEPTANCE

Receipt of an executed copy of this agreement will serve as the written agreement between WithersRavenel and Talbert & Bright for the basic services outlined in Section B of this document.

WithersRavenel

AVCON, Inc.



Gary Kreiser, LSS
Senior Environmental Project Scientist

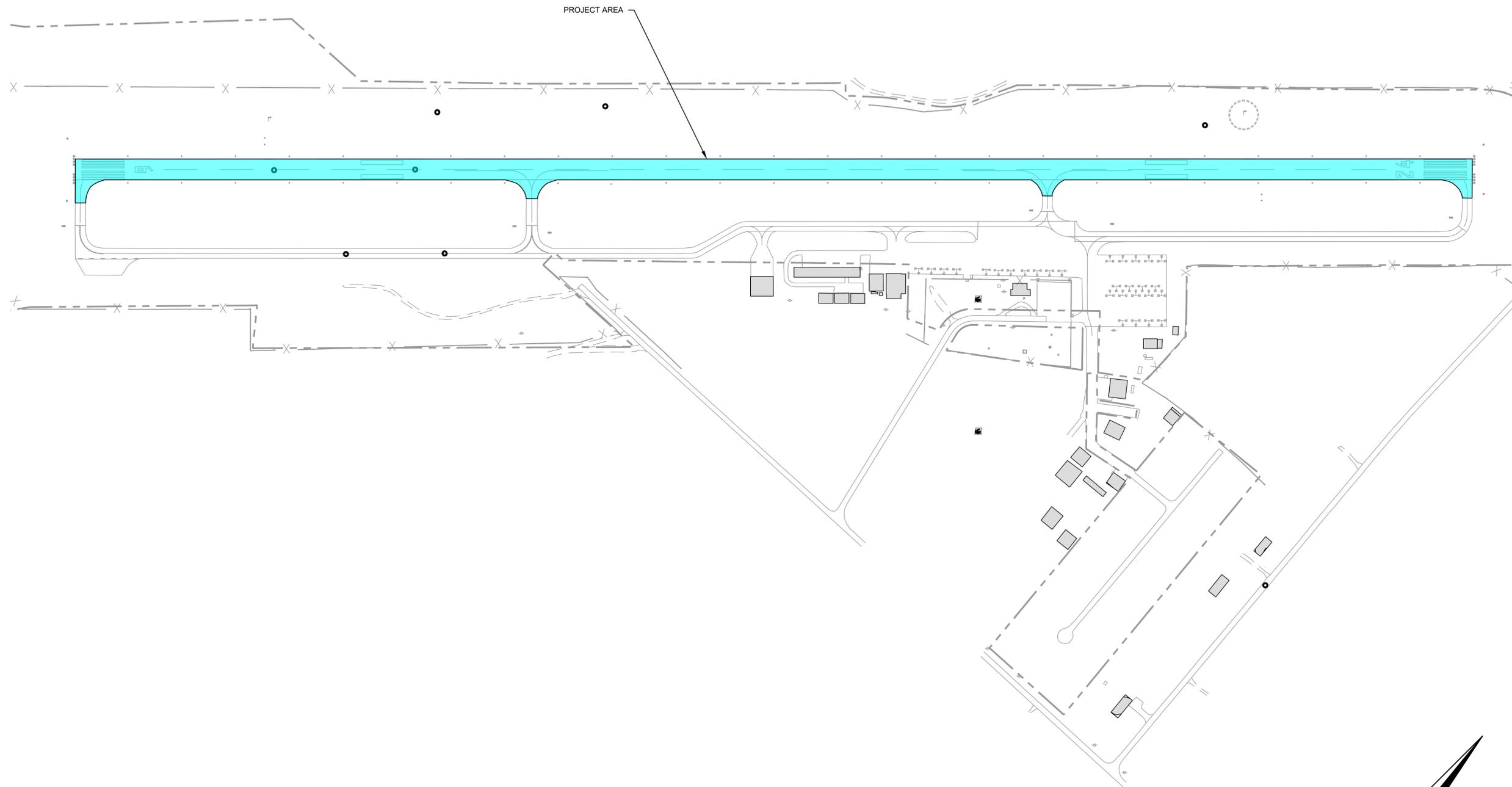
By: _____

Title: _____

Date: _____

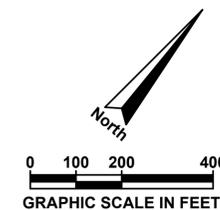
Exhibit I – Project Area Exhibit
Exhibit II – NCDOT Approved Rate Sheets

P:\GENERAL AIRPORT FILES\CLINTON-SAMPSON COUNTY AIRPORT (CTZ)\RUNWAY REHAB\4000.0290.01_RW REHAB EXHIBIT.DWG 1/5/2024



LEGEND

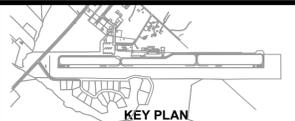
PROPOSED PROJECT LIMITS



AVCON, INC.
ENGINEERS & PLANNERS
6230 CAROLINA BEACH ROAD
WILMINGTON, NC 28412
OFFICE: (910) 685-7113
www.avconinc.com

**ISSUED FOR BID
NOT RELEASED FOR
CONSTRUCTION**

**CLINTON-SAMPSON
COUNTY AIRPORT
CLINTON, NC**



**RUNWAY 6-24
REHABILITATION**

EXHIBIT 1

ATTENTION:

THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION, ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC. FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PURPOSE. WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED.

SCALE: AS NOTED

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: **A.M.T.**
DRAWN BY: **A.M.T.**
CHECKED BY: **G.M.W.**
APPROVED BY: **G.M.W.**
DATE: **JANUARY 2024**

STATE LICENSE # **N.C. C-2450**
PROJECT NO. **4000.0290.01**

**SHEET NUMBER
EX-01**

Task 1 - Project Admin (EVSPC Only)			
Meeting	Number of meetings	Hours	Total Hours
AVCON	2	1	2.0
Phone calls	4	0.5	2.0
		Total	4.0

Labor Expenses

Classification	Rate	Estimated Manhours	Estimated Costs
EVSTC	\$59.00		\$0.00
EVSPS	\$48.25	4.0	\$193.00
EVS03	\$36.25		\$0.00
EVS02	\$34.25		\$0.00
EVS01	\$23.25		\$0.00
Subtotal - Labor Expenses (without Multiplier)			\$193.00
State Audited Overhead Rates	Overhead Rate	172.15%	+
	Overhead Subtotal		\$332.25
			\$525.25

Profit	11.00%	+	\$57.78
Capital Costs	0.27%	+	\$0.52
Subtotal - Labor Expenses			\$583.55

Total - Task 1 - Project Admin	Lump Sum	\$583.55
	USE	\$583.00

EVSTC - Environmental Senior Technical Consultant
EVSPC - Environmental Senior Project Scientist/NEPA Specialist
EVS03 - Environmental Scientist 3
EVS02 - Environmental Scientist 2
EVS01 - Environmental Scientist 1

Task 2 - Environmental Site Review (Delineation & T&E Survey & Site Report)					
Task	EVSTC	EVSPS	EVS03	EVS02	EVS01
Office/CAD		1		4	
Travel Time				3	
Fieldwork				2	
Mapping				4	
Report	1	10		1	
Totals	1	11	0	14	0

Labor Expenses

Classification	Rate	Estimated Manhours	Estimated Costs
EVSTC	\$59.00	1	\$59.00
EVSPS	\$48.25	11	\$530.75
EVS03	\$36.25	0	\$0.00
EVS02	\$34.25	14	\$479.50
EVS01	\$23.25	0	\$0.00
Subtotal - Labor Expenses (without Multiplier)			\$1,069.25
State Audited Overhead Rates	Overhead Rate	172.15%	+
	Overhead Subtotal		\$1,840.71
			\$2,909.96

Profit	11.00%	+	\$320.10
Capital Costs	0.27%	+	\$2.89
Subtotal - Labor Expenses			\$3,232.95

Total - Task 2 - Enviro Site Review	Lump Sum	\$3,232.95
	USE	\$3,232.00

EVSTC - Environmental Senior Technical Consultant
EVSPC - Environmental Senior Project Scientist/NEPA Specialist
EVS03 - Environmental Scientist 3
EVS02 - Environmental Scientist 2
EVS01 - Environmental Scientist 1

Task 3- CATEX Prep					
Task	EVSTC	EVSPS	EVS03	EVS02	EVS01
Office/CAD		4		4	
CATEX Prep	2	10			
Totals	2	14	0	4	0

Labor Expenses

Classification	Rate	Estimated Manhours	Estimated Costs
EVSTC	\$59.00	2	\$118.00
EVSPS	\$48.25	14	\$675.50
EVS03	\$36.25	0	\$0.00
EVS02	\$34.25	4	\$137.00
EVS01	\$23.25	0	\$0.00
Subtotal - Labor Expenses (without Multiplier)			\$930.50
State Audited Overhead Rates	Overhead Rate	172.15%	+
Overhead Subtotal			\$2,532.36

Profit	11.00%	+	\$278.56
Capital Costs	0.27%	+	\$2.51
Subtotal - Labor Expenses			\$2,813.43

Total - Task 5 - CATEX Prep	Lump Sum	\$2,813.43
	USE	\$2,813.00

EVSTC - Environmental Senior Technical Consultant
EVSPC - Environmental Senior Project Scientist/NEPA Specialist
EVS03 - Environmental Scientist 3
EVS02 - Environmental Scientist 2
EVS01 - Environmental Scientist 1

Task 4- Expenses - Mileage			
Employee	Mileage - RT \$0.670	No. of Trips	
Enviro Site Review	160	1	\$107.20
Agency Site Meeting			\$0.00
Meetings - T&B		2	\$0.00
		Total	\$107.20

Total - Task 8 - Expenses	Lump Sum	\$107.20
	USE	\$107.00

RESOLUTION OF THE SAMPSON COUNTY BOARD OF COMMISSIONERS

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

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

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

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

ADOPTED, this the 6th day of May, 2024.

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

ATTEST:

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

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF SAMPSON

THIS LEASE AGREEMENT (“Agreement”) is made and entered into effective the 6th day of May, 2024 by and between **SAMPSON COUNTY** (the “County”), a body corporate and politic and a political subdivision of the State of North Carolina with a principal office located at 406 County Complex Road, Building C, Clinton, North Carolina 28328, and **JAMES DENNIS LEE and TERRY M. RAYNOR, jointly and severally** (referred to collectively as “Tenant”), natural persons whose respective addresses are 12383 NC Hwy. 50 S., Newton Grove, North Carolina 28366 and 12398 NC Hwy. 50 S., Newton Grove, NC 28366. The County and Tenant may be referred to at times herein individually as a “Party” and collectively as the “Parties.”

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

Tract 1B

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

Tract 2A

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

Tract 2B

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

Tract 3

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

Tract 5

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

Tract 6

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

Tract 7

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

Tract 8

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

Tract 9

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

Tract 10

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

Tract 11

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

2. **Term.** The term of this lease shall commence on May 6, 2024 (the "Commencement Date") and terminate on November 30, 2024 (the "Termination Date"), unless sooner terminated as provided herein. This Agreement may not be renewed by the parties. Any subsequent agreement by the Parties for the lease of the Leased Premises shall require the execution of a new lease agreement.

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

In the event that the County terminates this Agreement prior to the Termination Date and destroys any unharvested crops located on the Leased Premises in order to use the Leased Premises for economic development purposes prior to the

payment of rent by Tenant, the County shall compensate Tenant for the loss of Tenant's crop in the amount of \$450.00 per acre of crops that are actually destroyed.

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

3. **Notice to Quit.** The Parties stipulate and agree that the County has hereby given Tenant notice to quit the property upon the termination of the lease term, and no further notice to quit shall be required.
4. **Rent.** Tenant agrees and covenants to pay the County as rent the sum of \$9,788.00 for the Leased Premises, to be paid in one (1) lump sum on or before November 1, 2024. In the event that Tenant fails to pay the rent in full within thirty (30) days of said date, Tenant shall pay to the County a late charge equal to 5.0% of the amount due.
5. **Lien on Crops.** Pursuant to N.C. Gen. Stat. § 42-15, any and all crops raised on the Leased Premises shall be deemed and held to be vested in possession of the County and its assigns at all times until the rent identified herein is paid and until all the provisions set forth in this Agreement have been performed by Tenant or damages in lieu thereof have been paid to the County by Tenant to the County's satisfaction. This lien shall be preferred to all other liens, and the County and its assigns shall be entitled, against Tenant or Tenant's assigns who remove(s) the crop or any part thereof from the Leased Premises without the consent of the County or its assigns or any other person who may get possession of said crop or any part thereof to the remedies given in an action upon a claim for delivery of personal property.

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

6. **Permitted Use.** The Leased Premises is to be used by Tenant only for the cultivation of soybeans.
7. **Prohibited Uses.**
 - 7.1 Tenant and any person or entity acting on Tenant's behalf shall not, without the prior written consent of the County, add fencing, hoop houses, pens, barns, or other structures or alterations to the Leased Premises. The specific location of any proposed fencing, structure, or alteration must be approved by the County in writing. Any fencing, structure, or alteration constructed on or made to the Leased Premises shall remain the property of the County upon the termination of this Agreement.

7.2 Tenant and any person or entity acting on Tenant's behalf shall not improperly use or install any Hazardous Material on the Leased Premises; violate any Environmental Laws relating to or affecting the Leased Premises; use the Leased Premises to generate, manufacture, transport, treat, store, handle, dispose, or process Hazardous Materials; cause or permit the improper installation of Hazardous Materials on the Leased Premises or a release of Hazardous Materials on the Leased Premises; and shall at all times comply with an ensure compliance by all parties with all applicable Environmental Laws.

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

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

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

8. **Covenants.**

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

8.2 Tenant Covenants. Tenant covenants as follows:

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

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

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

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

12. **Entry by the County.** The County, its agents, and representatives may, at any reasonable time, enter the Leased Premises for the purpose of inspecting, examining, and repairing the property, surveying, or conducting testing on the Leased Premises; provided, however, that, in so doing, the County, its agents and representatives will endeavor to avoid interfering with the use and occupancy of the Leased Premises by Tenant.

13. **Indemnity.** Tenant shall indemnify the County and its employees, officers, elected officials, and agents against, and hold the same harmless from, all claims, demands, and/or causes of action, including, without limitation, all reasonable expenses of the County incident to such proceedings, for injury to, or death of any person, or loss of, or damage to, any property, where such claims, demands, and/or causes of action are not caused by the negligence, omission, intentional act or breach of contractual duty of or by the County or its employees. Tenant's agreement to indemnify the County must include, but not be limited to, all claims, demands, and/or causes of action, including all reasonable expenses of the County, arising from any Hazardous Material or other waste generated by Tenant.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

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

LANDLORD

SAMPSON COUNTY

By: _____
Edwin W. Causey,
County Manager

TENANT, jointly and severally

James Dennis Lee

Terry M. Raynor

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

David K. Clack,
Finance Officer

RESOLUTION OF THE SAMPSON COUNTY BOARD OF COMMISSIONERS

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

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

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

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

ADOPTED, this the 6th day of May, 2024.

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

ATTEST:

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

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF SAMPSON

THIS LEASE AGREEMENT (“Agreement”) is made and entered into effective the 6th day of May, 2024 by and between **SAMPSON COUNTY** (the “County”), a body corporate and politic and a political subdivision of the State of North Carolina with a principal office located at 406 County Complex Road, Building C, Clinton, North Carolina 28328, and **LYNN S. CARR** (“Carr”), a natural person whose address is 10415 Hobbton Highway, Clinton, North Carolina 28328. The County and Carr may be referred to at times herein individually as a “Party” and collectively as the “Parties.”

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

Tract 1

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

Tract 2

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

Tract 3

Being a portion of the tract or parcel of land lying and being in North Clinton Township, Sampson County, North Carolina depicted on the survey map entitled, “Boundary Survey for Sampson Southeast Business Center of the Summer Berry Property,” and recorded in Map Book 106 at Page 26 of the Sampson County Registry. Carr will cultivate an area containing 53.3 acres, more or less, on said tract.

2. **Term.** The term of this lease shall commence on May 6, 2024 (the “Commencement Date”) and terminate on November 30, 2024 (the “Termination Date”), unless sooner terminated as provided herein. This Agreement may not be renewed by the parties. Any subsequent agreement by the Parties for the lease of the Leased Premises shall require the execution of a new lease agreement.

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

In the event that the County terminates this Agreement prior to the Termination Date and destroys any unharvested crops located on the Leased Premises in order to use the Leased Premises for economic development purposes prior to the payment of rent by Carr, the County shall compensate Carr for the loss of his crop in the amount of \$400.00 per acre of crops that are actually destroyed.

In the event that the County terminates this Agreement prior to the Termination Date and destroys any unharvested crops located on the Leased Premises in order to use the Leased Premises for economic development purposes after the payment of rent by Carr, the County shall compensate Carr for the loss of his crop in the amount of \$500.00 per acre of crops that are actually destroyed.

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

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

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

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

7. **Prohibited Uses.**

7.1 Carr and any person or entity acting on Carr's behalf shall not, without the prior written consent of the County, add fencing, hoop houses, pens, barns, or other structures or alterations to the Leased Premises. The specific location of any proposed fencing, structure, or alteration must be approved by the County in writing. Any fencing, structure, or alteration constructed on or made to the Leased Premises shall remain the property of the County upon the termination of this Agreement.

7.2 Carr and any person or entity acting on Carr's behalf shall not improperly use or install any Hazardous Material on the Leased Premises; violate any Environmental Laws relating to or affecting the Leased Premises; use the Leased Premises to generate, manufacture, transport, treat, store, handle, dispose, or process Hazardous Materials; cause or permit the improper installation of Hazardous Materials on the Leased Premises or a release of Hazardous Materials on the Leased Premises; and shall at all times comply with an ensure compliance by all parties with all applicable Environmental Laws.

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

"Environmental Laws", as used herein, shall mean, all federal, state, and local laws, regulations, and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations, and all common law concerning public health and

safety, worker health and safety, pollution, or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, exposure to, or cleanup of any Hazardous Materials.

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

8. **Covenants.**

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

8.2 Carr Covenants. Carr covenants as follows:

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

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

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

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

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

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

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

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

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

23. **Entire Agreement, Modification, and Severability.** This Agreement, its Exhibits, and any Addenda contain the entire agreement between the Parties, and no representations, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Agreement will alter the covenants, agreements and undertakings set forth herein. This Agreement shall not be modified in any manner, except by an instrument in writing executed by the Parties. If any term or provision of this Agreement or its application to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, is not affected and each term and provision of this Agreement is valid and be enforceable to the fullest extent permitted by law.

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

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

LANDLORD

SAMPSON COUNTY

By: _____
Edwin W. Causey,
County Manager

TENANT

Lynn S. Carr

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

David K. Clack,
Finance Officer

Proclamation Recognizing May 2024 as National Small Business Month

WHEREAS, small businesses are the lifeblood of our community, driving economic growth, creating jobs, and enriching the cultural fabric of Sampson County; and

WHEREAS, National Small Business Month, observed each May, serves as a time to honor the contributions and achievements of small businesses across the nation; and

WHEREAS, the entrepreneurial spirit and innovation of small business owners inspire us and contribute to the vibrancy of our local economy; and

WHEREAS, the resilience and determination displayed by small businesses, especially in the face of challenges, deserve our admiration and support.

NOW THEREFORE, BE IT PROCLAIMED that the Sampson County Board of Commissioners recognizes May 2024 as National Small Business Month and encourages all residents to celebrate and support our local small businesses throughout this month and beyond.

ADOPTED this 6th day of May, 2024.

R. Jerol Kivett, Chairman

ATTEST:

Stephanie P. Shannon, Clerk to the Board



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: April 26, 2024

SUBJECT: Public Auction of Surplus Property

Attached is a list of vehicles and other items that are no longer needed. We request that the Board adopt the attached resolution declaring these items surplus and directing staff to dispose of them at public auction.

The resolution designates Friday May 31, 2024, as the date of the surplus property auction. The location of the auction will be behind the Public Works building on Southeast Boulevard.

Sale of Sampson County Personal Property

WHEREAS, the Sampson County Board of Commissioners recognizes that personal property of Sampson County periodically becomes surplus and/or obsolete; it is hereby

RESOLVED, pursuant to G.S. 160a-270(b) that the following articles of personal property be declared surplus and are hereby ordered sold at public auction to the highest bidder for cash or approved check at the area behind the Sampson County Public Works Offices on Commerce Street, Clinton, North Carolina on May 31, 2024, at 9:30 A.M. All items shall be sold as is and where is. No warranty or guarantee, written or implied is offered.

RESOLVED FURTHER, all employees involved in conducting the sale, and the Board of County Commissioners are prohibited from purchasing any item or items herein listed to be sold.

RESOLVED FURTHER, that prior to said sale the property which is hereinafter listed shall be examined by all department heads and any items useful to such department will be removed from the list of items to be sold and shall be transferred to the inventory of the department expressing a need, therefore.

RESOLVED FURTHER, that the Sampson County Finance Officer is hereby authorized to conduct the public auction of the articles hereinafter described and is directed to make such advertising as required by law prior to said sale.

RESOLVED FURTHER, to hereby consent to allow the public auction to be performed by a licensed auctioneer.

The items of personal property which are subject to this resolution are vehicles and miscellaneous items of furniture, equipment, and supplies listed on the attached pages.

Adopted this 6th day of May 2024.

R. Jerol Kivett, Chairman
Sampson County Board of Commissioners

Stephanie Shannon Clerk to the Board

SURPLUS SALE
FRIDAY, MAY 31, 2024

	Dept	Year	Make	Model	VIN #
1	Inspection	2008	Dodge	Durango	1D8HB48N48F123797
2	Transportation	2017	Ford	Starlite Bus	1FDEE3FS6HDC60940
3	Transportation	2017	Ford	E350 Van	1FTBW3XM5HKA46490
4	Transportation	2017	Ford	E350 Van	1FTBW3XM7HKA46491
5	Transportation	2017	Dodge	Grand Caravan	2C4RDGBG8HR619901
6	Transportation	2018	Forest River	Candidate II Bus	1FDEE3FS7JDC27984
7	Transportation	2017	Ford	Starlite Bus	1FDEE3FS6HDC61988
8	Transportation	2018	Forest River	Candidate II Bus	1FDEE3FS6JDC27944
9	Sheriff	2015	Dodge	Charger	2C3CDXAT6FH902020
10	Sheriff	2015	Dodge	Charger	2C3CDXAT3FH902024
11	Sheriff	2015	Dodge	Ram Truck	1C6RR7FT3FS724387
12	Sheriff	2015	Dodge	Charger	2C3CDXAT2FH906839
13	Sheriff	2015	Dodge	Charger	2C3CDXAT9FH906840
14	Sheriff	2017	Dodge	Charger	2C3CDXAT6HH652717
15	Sheriff	2018	Dodge	Charger	2C3CDXAT3JH283157
16	Sheriff	2019	Dodge	Charger	2C3CDXAT5KH514223
17	Sheriff	2019	Dodge	Charger	2C3CDXAT7KH514224
18	Sheriff	2019	Dodge	Charger	2C3CDXKT7KH736261
19	Sheriff	2019	Dodge	Charger	2C3CDXKT0KH726803
20	Transportation	2018	Forest River	Candidate II Bus	1FDEE3FS4JDC27943
21	DSS	2014	Dodge	Charger	2C3CDXAT1EH145817
22	Transportation	2017	Ford	Starlite Bus	1FDEE3FS8HDC61989
23	Transportation	2017	Ford	Starlite Bus	1FDEE3FS2HDC60935
24	Transportation	2017	Ford	Starlite Bus	1FDEE3FS4HDC61990

- 6 +/- Book Cases
- Several Desk Chairs
- Several Printers
- Several File Cabinets
- Several Monitors
- Several Key Boards
- Several Computer Processer Unit
- Several Mouse
- 10 +/- Calculators
- Several Desk
- 1 Fax Machine
- 1 Sterilizer
- 3 Tables
- 4 Speakers
- 1 Desk Telephone
- 1 Cash Register

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

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: April 22, 2024
Subject: Late Property Tax Exemption Request

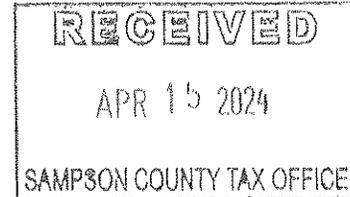
The attached property tax exemption application was received on April 15, 2024. General Statute 105-281.1 (a) requires all property tax exemption applications to be filed in January, the annual listing period. The Board of Commissioners has the statutory authority to approve late property tax exemption applications that are submitted within the same calendar year that the tax exemption application is submitted for. The applicant is as follows:

Iglesia Casa Del Alfarero CDA, Inc.
10727 Hobbton Highway
Clinton, NC 28328

A letter requesting approval along with the application is attached.

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

Please include on the Board of Commissioner's agenda for May 6, 2024.



Pastor Samuel Rodriguez
10727 Hobbton Hwy.
Clinton, NC 28328
910-670-5089
casadelalfarero07@gmail.com

April 11, 2024

Dear Sampson County Government,

Please receive this letter as an extension to our application for property tax exemption application 2024.

We purchased the property in the middle of last year, as advised by our realtor we called to inquire about what we needed to do to keep the property as tax exempt; but we were told that nothing needed to be done for 2023 tax year as it was already exempt under previous owner application. That it was necessary to wait until 2024 to re-submit a new application then, that it could not be submitted in advance for the following year, since we requested for this to be done. The property was previously a church for more than 7 years and it was bought by a church, we are requesting to please continue to exempt this property from taxes as it has been kept for religious purposes.

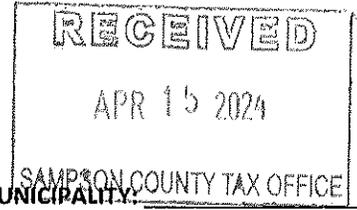
Due to those reasons, we are now submitting this application for your consideration for this tax year please. Please consider our application for approval for this is the first time the church owns its own facility after renting for 10 years. All of this is new to us and still working on getting everything straight. If any additional information is necessary, please don't hesitate to call or email.

Sincerely,

Pastor Samuel Eliceo Rodríguez

Licensed Minister of Iglesia Casa Del Alfarero CDA, Inc.

APPLICATION for TAX YEAR 2024



Property Tax Exemption or Exclusion

COUNTY: Sampson

MUNICIPALITY: _____

Full Name of Owner(s): Iglesia Casa Del Afarero CDA, Inc
Trade Name of Business: Religious Church
Mailing Address of Owner: 10727 Hobbsen Hwy. Clinton, NC 28328
Phone Numbers: Home: _____ Work: 910 670-5089 Cell: (910) 224-6388

List the Property Identification Numbers and addresses/locations for the properties included in this application (attach list if needed):
Property ID #: 04-0046984-01 Address/Location: 10727 Hobbsen Hwy. Clinton, NC 28328
Property ID #: _____ Address/Location: _____
Property ID #: _____ Address/Location: _____

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

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

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

- | | |
|--|---|
| <input type="checkbox"/> G.S. 105-275(12) | Nonprofit corporation or association organized to receive and administer lands for conservation purposes |
| <input type="checkbox"/> G.S. 105-275(29a) | Historic district property held as a future site of a historic structure |
| <input type="checkbox"/> G.S. 105-277.14 | Working waterfront property |
| <input type="checkbox"/> G.S. 105-277.15A | Site infrastructure land |
| <input type="checkbox"/> G.S. 105-278 | Historic property-Attach copy of the local ordinance designating property as historic property or landmark. |
| <input type="checkbox"/> G.S. 105-278.6(e) | Nonprofit property held as a future site of low- or moderate-income housing |

Describe the property: Religious corporation Church

Describe how you are using the property. If another organization is using the property, give their name, how they are using the property, and any income you receive from their use: Church.

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

Signature(s) of Owner(s): Iglesia CDA Inc. Title: Owner Date: 4/11/2024
(All tenants of a tenancy Samuel Rodriguez Title: Pastor/President Date: 4/11/2024
in common must sign.) Title: _____ Date: _____

The Tax Assessor may contact you for additional information after reviewing this application.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

IGLESIA CASA DEL ALFARERO CDA INC
C/O SAMUEL RODRIGUEZ
307 KERNSTOWN RD
RAEFORD, NC 28376

Date: 06/07/2023
Employer ID number: 92-1956258
Person to contact: Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending: December 31
Public charity status: 170b)(1)(A)(i)
Form 990 / 990-EZ / 990-N required: No
Effective date of exemption: January 20, 2023
Contribution deductibility: Yes
Addendum applies: No
DLN: 26053434001763

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

**ARTICLES OF INCORPORATION
Of
IGLESIA CASA DEL ALFARERO CDA, INC.**

The undersigned, all being the age of eighteen (18) or more and being the Board of **Casa del Alfarero** pursuant to a Resolution duly adopted by a majority of the members of the congregation of the **Casa del Alfarero** a duly organized, non-profit religious society now existing under Chapter 61 of the General Statutes of North Carolina, do hereby make and acknowledge these Articles of Incorporation for the purpose of incorporating the same, as a non-profit, non-stock corporation under and by virtue of Chapter 55A of the General Statutes of North Carolina.

I - NAME

The name of the corporation shall be **Iglesia Casa del Alfarero CDA, Inc.** hereinafter referred to as the "Church".

II - DURATION

The period of duration of the corporation shall be perpetual.

III - PURPOSES

The Corporation is a Religious Corporation within the meaning of N.C.G.S. § 55A-1-40(4).

- A. The corporation is organized for religious purposes and to continue and maintain a church and to provide a place of worship and prayer in accordance with the faith, doctrine, principles and mandates as set forth in the International Pentecostal Holiness Church Manual, 2022 – 2025 (hereinafter referred to as "THE MANUAL") and subsequent amendments thereto, not inconsistent with the laws of the State of North Carolina or the United States of America.
- B. In furtherance of the purpose, and to the extent necessary to carry out such purposes, the corporation:
 - 1. Shall have all the powers given to and possessed by a North Carolina corporation organized under Chapter 55A of the North Carolina General Statutes, entitled "Non-Profit Corporations Act."

2. May engage in any lawful activity within the purposes for which the corporation may be organized which are incidental to and in furtherance of the exempt purposes of the corporation.
- C. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as set forth in the Articles.

No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

- D. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future U.S. Internal Revenue Law) or (b) by any corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future U.S. Internal Revenue Law).

IV - BOARD OF DIRECTORS

The Board shall be selected by the members of the corporation in the manner as set forth in THE MANUAL of the International Pentecostal Holiness Church.

V - ARTICLE OF GOVERNMENT

The government of this Church shall be in accordance with the government of local churches as set forth in THE MANUAL of the International Pentecostal Holiness Church and subsequent amendments thereto.

VI - STOCK-MEMBERSHIP

There shall be no capital stock issued by the Corporation.

The corporation shall have one class of members as provided by the Bylaws. All present numbers on the active roll of the Casa del Alfarero shall automatically become members of this corporation.

VII - BYLAWS AND AMENDMENT(S) TO BYLAWS

In the absence of separate Bylaws for the Church/Corporation, THE MANUAL of the INTERNATIONAL PENTECOSTAL HOLINESS CHURCH, INC. shall serve as the Bylaws. Where Bylaws for the Church/Corporation exist, the Members of this Church

shall have the power, by vote of majority of all the members present who are eligible to vote under the Bylaws at any meeting for such purpose, to make, alter, amend and rescind the Bylaws of the Corporation except that no Bylaw shall be inconsistent with the provisions of THE MANUAL.

VIII - CHURCH-CONNECTIONAL

The Church shall continue to be and shall maintain its connectional status as a member of the North Carolina Conference of the Pentecostal Holiness Church, Inc., and the International Pentecostal Holiness Church, Inc.

As a connectional member of the North Carolina Conference of the Pentecostal Holiness Church, Inc., and the International Pentecostal Holiness Church, Inc., the Church shall be subject to the authority of the Governing Boards of these two bodies and the edits of THE MANUAL.

IX - CORPORATE DISSOLUTION

In the event the Church ceases to exist; or the Church ceases to use its church property in accordance with the faith and "THE MANUAL" of the International Pentecostal Holiness Church as determined by the North Carolina Conference of the Pentecostal Holiness Church, Inc.; or it becomes necessary to dissolve the Corporation, then in such event, the Board, together with such officers of the Corporation as are authorized to make conveyances, shall, after paying or making provisions for payment of all liabilities of the Church, convey and transfer the remaining assets of the Church to the North Carolina Conference of the Pentecostal Holiness Church, Inc., Falcon, North Carolina, or its successor, all in accordance with THE MANUAL; provided that said corporation qualifies as an exempt organization under Section 501 (c) (3) of the Internal Revenue Code of 1986 (or any corresponding provision of the U.S. Internal Revenue Law). In the event said corporation does not qualify, then upon dissolution, the Board of Deacons shall dispose of the assets of the corporation to such organization operated for religious purposes that does qualify under the pertinent Internal Revenue Code.

X - EFFECTIVE DATE

These Articles will be effective upon filing with the office of the Secretary of State.

X - PRINCIPAL AND REGISTERED OFFICE AND AGENT

The physical address of the initial registered office of the Corporation in the State of North Carolina is:

351 Taylors Bridge Hwy. Clinton, NC 28328 **County: Sampson**

with a mailing address of:

307 Kernstown Rd., Raeford, NC 28376

County: Hoke

The name of the initial registered agent at such address is:

Samuel Eliseo Rodriguez

XI - INITIAL BOARD OF DIRECTORS (CHURCH ADMINISTRATIVE COUCIL)

The initial Board of Directors, who shall serve until their successors are appointed, is as follows:

Name:

Address:

Samuel Eliseo Rodriguez

307 Kernstown Rd.
Raeford, NC 28376

Maria Amparo Ruiz

43 Lynn Ln.
Clinton, NC 28328

Hector Torres

43 Lynn Ln.
Clinton, NC 28328

Guendi Bojorquez Sagastume

961 Tyndall Grove Rd.
Clinton, NC 28328

Paola Sevilla

5833 Reedsford Rd.
Clinton, NC 28328

Francisco Sevilla

5833 Reedsford Rd.
Clinton, NC 28328

XII - Name(s) and Address(es) of Incorporator(s)

The name and address of the incorporator, acting as representative of all the members of Casa del Alfarero, is:

Name:

Address:

Samuel Eliseo Rodriguez

307 Kernstown Rd.
Raeford, NC 28376
Hoke County

In witness whereof, I have hereunto set my hand and seal this the 17 day of January, 2023.

Samuel Rodriguez (Seal)

Printed name: Samuel Eliseo Rodriguez

Title: Pastor / President

Mail these completed pages with a check for \$60 made payable to:

NC Secretary of State
Corporations Division
PO Box 29622
Raleigh, NC 27626-0622

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: Kelsey Edwards, Library Director

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for 2023-2024

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	\$475.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11036110-408900	Misc Revenue	\$475	

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

Grant awarded from the Sampson Arts Council, Inc. for our Black History program.

Kelsey B. Edwards 4/19/24
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

4/26, 2024
Dal H. [Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: Kelsey Edwards, Library Director

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for 2023-2024

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>
11761100-529900	Misc Expenses	\$100.00	
11761100-544200	Cultural Programming	\$179	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11036110-408401	Donations	\$97	
11036110-408930	Discard Sales	\$182	

2. Reason(s) for the above request is/are as follows:
Reallocate Donations received and Discard Sales revenue.

Kelsey B. Edwards 4/19/24

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 4/26, 2024
[Signature]

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

(County Manager & Budget Officer)

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

COUNTY OF SAMPSON
BUDGET AMENDMENT

18 April 2024

MEMO

TO: Sampson County Board of Commissioners

FROM: Ray Jordan, Executive Director, Exposition Center

VIA: County Manager and Finance Officer

SUBJECT: Budget Amendment for Fiscal Year: 2023-2024

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

EXPENDITURE

<u>Code Number (ORG-OBJ)</u>	<u>Description</u>	<u>INCREASE</u>	<u>DECREASE</u>
62998610-544008	Services Other	\$4,000.00	

REVENUE

<u>Code Number (ORG-OBJ)</u>	<u>Description</u>	<u>INCREASE</u>	<u>DECREASE</u>
62939861-408903	Services Other Rev.	\$4,000.00	

1. Reason(s) for the above request is/are as follows: Increase revenue and expenses. The Expo has several more turn-key events between now and the end of FY.



Signature of Department Head

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. Date: 4/26/2024



(County Finance Officer)

ENDORSEMENT

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

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

April 8, 2024

Date

FROM: DANA HALL, Director of Aging

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 23-24

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>
82558750-524100	URP- MATERIALS	\$ 70,800.00	
82558750-529901	URP SOFT COST	\$ 14,000.00	
82558750-544000	URP - CONTRACTED SERVICES	\$ 47,200.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
82035875-403605	URP NCHFa	\$ 132,000.00	

2. Reason(s) for the above request is/are as follows:
Budget for the Urgent Repair Program 2023.

Dana Hall

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

4/24, 2024

[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2023-2024

1. It is requested that the budget for the Clinton City Schools Supplemental Current Expense 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	100,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
26031840-412000	Current year taxes collected	100,000.00	

2. Reason(s) for the above request is/are as follows:
 To budget anticipated receipt of funds in excess of budget for transfer to city schools.

David K. Clack

 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

4/20/2024

David K. Clack

 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

 (County Manager & Budget Officer)

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

April 19, 2024

FROM: Dana Hall, Director of Recreation

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2023-2024

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	United Way	\$ 5,850.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035867-403602	United Way	\$ 5,850.00	

2. Reason(s) for the above request is/are as follows:
To budget for Qtr 1 & Qtr 2 United Way jobs.

Dana Hall

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

4/20, 2024

Dana Hall

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: Rosemarie Oates Mobley, Director, SAT

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2023-2024

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
16145000-512600	PART-TIME SALARIES	48,000.00	
16145000-525100	GAS, OIL, & TIRES	36,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
16134500-403203	RURAL GRANT - RIDER FEE	15,000.00	
16134500-403204	EDTAP - RIDER FEE	1,000.00	
16134500-403645	STATE WORK FIRST	2,500.00	
16134500-409900	FUND BAL APPROPRIATED	65,500.00	

2. Reason(s) for the above request is/are as follows:
BUDGET REVENUES & APP FUND BALANCE FOR GAS AND PT SALARIES

Rosemarie Oates Mobley
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

4/24, 2024

[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

April 18, 2024

FROM: MELANIE HARRIS, BUDGET MANAGER

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2023-2024

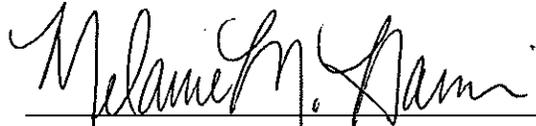
1. It is requested that the budget for the SOIL & WATER CONSERVATION Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
28349610-531109	TRAVEL-DIST MATCHING FUNDS	575.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
28334961-409909	FUND BALANCE APPROP STATE	575.00	

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

Reallocation of funds to sponsor a Sampson County student's registration fee to attend the Resource Conservation Workshop

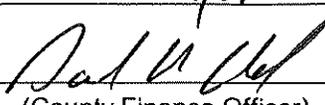


 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.



_____, 4/18, 2024


 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

04/15/24

FROM: Brad Hardison

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for Fiscal Year 2023-2024

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04449500-526200	DEPT SUPPLIES	1178.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
04034950-408900	MISC RENVENUE	1,178.00	

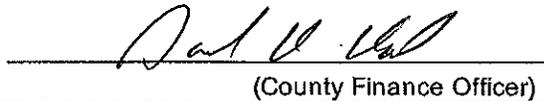
2. Reason(s) for the above request is/are as follows:
ADJUSTING EXPENSE LINE ITEMS TO MATCH DONATIONS


 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

4/26, 2024


 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

23-24-09

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

11-Mar-24

FROM: Lynn S. Fields

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2023-2024

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
	Emergency Placement Fund	\$ 21,946.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
	Emergency Placement Fund	21,946.00	

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

New funding to temporarily assist with placing children awaiting a Medicaid leveled treatment placement.

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

4/26, 2024

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: Anna Ellis

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2023-2024

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	705.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034380-408401	Donations	705.00	

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

Anna Ellis
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 4/26, 2024
Paul Uddell
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

(County Manager & Budget Officer)

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

2023-2024

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10454

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

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

Members:

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

YEAR	
<u>2023</u>	\$ <u>192.72</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>192.72</u>

These taxes were assessed through clerical error as follows.

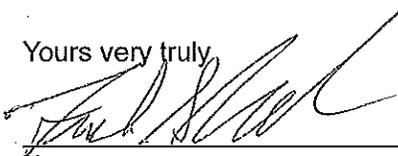
Bill # 0075488047
Tag # JC5669
Vehicle Traded-Tag Turned In
2018 Ford TK.

Go2County Tax 171.89
School Tax _____
Fob Fire Tax 20.83
City Tax _____
TOTAL \$ 192.72

Mailing Address.

134 LARRY LN
DUNN NC 28334

Yours very truly



Taxpayer

Social Security # _____

RECOMMEND APPROVAL:



Sampson County Tax Administrator

Board Approved _____

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10456

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 Fritz Ross Richards in Plainview Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2023</u>	\$ <u>112.02</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>112.02</u>

These taxes were assessed through clerical error as follows.

0033307490 2023 2023 000000
TDM 8211
Tag turned in
2016 Toyota Sequoia Platinum MP
Vehicle Sold

~~Gov~~ County Tax 99.91
School Tax _____
~~Fob~~ Fire Tax 12.11
City Tax _____
TOTAL \$ 112.02

Mailing Address.

Fritz Richards
209 Killington Place
DUNN, N.C. 28334

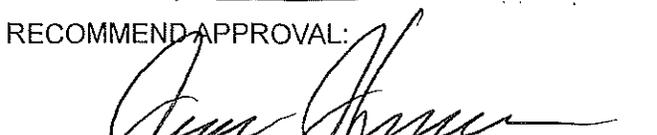
Yours very truly



Taxpayer

Social Security # _____

RECOMMEND APPROVAL:



Sampson County Tax Administrator 206

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10458

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

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

Members:

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

YEAR <u>2023</u>	\$ <u>535.56</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>535.56</u>

These taxes were assessed through clerical error as follows.

Bill # 0070569070-2023
Plate # KEV2434
Vehicle sold - tag turned in
2020 Merz SW

602 County Tax	<u>322.51</u>
801 School Tax	<u>56.68</u>
Fire Tax	_____
T02 City Tax	<u>156.37</u>
TOTAL \$	<u>535.56</u>

Mailing Address.

William Baggett
1351-F Sunset Ave
Clinton, NC 28328

Yours very truly

William Baggett
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10452

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 Randall Scott Keith in Dismal Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2023	\$ <u>264.37</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>264.37</u>

These taxes were assessed through clerical error as follows.

007549141120230030000000
KKM3296
Tag Refund
2023 Toyota TK

60% County Tax	<u>235.79</u>
School Tax	_____
FV Fire Tax	<u>28.58</u>
City Tax	_____
TOTAL \$	<u>264.37</u>

Mailing Address.

Randall Scott Keith
1516 Clyde Road
Hartsville SC 29550

Yours very truly

* Randall Scott Keith
Taxpayer

* Social Security # _____

RECOMMEND APPROVAL

Jim Johnson
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10461

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

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

Members:

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

YEAR	
<u>2023</u>	\$ <u>327.95</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>327.95</u>

These taxes were assessed through clerical error as follows.

Bill # 0075471905
Tag # KKM 325B
Vehicle Sold - Tag Turned In
2019 Ford TK

County Tax	<u>327.95</u>
School Tax	_____
Fire Tax	_____
City Tax	_____
TOTAL \$	<u>327.95</u>

Mailing Address.

57 Oneil Ln.
Clinton, NC 28328

Yours very truly

William S. Cate
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10455

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 Daniel Dean Vinson in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR <u>2023</u>	\$ <u>233.68</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>233.68</u>

These taxes were assessed through clerical error as follows.

Bill # 0065019123-2023
Plate # FKX2041
Vehicle sold - tag turned in
2018 Chev Mp

G02 County Tax	<u>208.42</u>
School Tax	_____
F20 Fire Tax	<u>25.26</u>
City Tax	_____
TOTAL \$	<u>233.68</u>

Yours very truly

X Daniel Dean
Taxpayer

X Mailing Address.
974 Bullard pit cir.
Autryville NC 28318

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

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

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

10474

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 Venetia Jordan Mann in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR <u>2023</u>	\$ <u>113.81</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>113.81</u>

These taxes were assessed through clerical error as follows.

Bill # 0045111508-2023
Plate # AH X8774
Vehicle sold - tag turned in
2015 BMW MP

602	County Tax	<u>68.53</u>
501	School Tax	<u>12.05</u>
	Fire Tax	<u>0.00</u>
T02	City Tax	<u>33.23</u>
	TOTAL \$	<u>113.81</u>

Mailing Address.

105 Vista Drive
Clinton, NC 28328

Yours very truly

Venetia Mann
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 Eric Reyes Ramirez in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

Year	<u>2023</u>	\$	<u>243.98</u>
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____

Total Release/Adjustment \$ 243.98

602	County Tax	\$	<u>218.79</u>
	School Tax	\$	_____
F21	Fire Tax	\$	<u>25.19</u>
	City Tax	\$	_____
	Total	\$	<u>243.98</u>

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

Military Vehicle exemption - LES on file
2023 Mits Mp STATE of Residence - AL
Tag # TMN2275

Taxpayer: Eric Reyes Ramirez

Tax Administrator: [Signature]

Board Approved: _____
Date Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

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

Year	<u>2023</u>	\$	<u>424.58</u>
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____

Total Release/Adjustment \$ 424.58

<u>602</u> County Tax	\$	<u>378.68</u>
School Tax	\$	_____
<u>F20</u> Fire Tax	\$	<u>45.90</u>
City Tax	\$	_____
Total	\$	<u>424.58</u>

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

Military Vehicle Exemption, LES on file - NH

2022 Dodge
Tag # HFW 11607

Taxpayer:

Domenic J. Canzano

Tax Administrator:

[Signature]

Board Approved:

Date Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

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

amount(s) of:

Year	<u>2023</u>	\$	<u>552.54</u>
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____

Total Release/Adjustment \$ 552.54

<u>602</u> County Tax	\$	<u>552.54</u>
School Tax	\$	_____
Fire Tax	\$	_____
City Tax	\$	_____
Total	\$	<u>552.54</u>

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

Religious Vehicle exemption for Church van
2024 Ford Van
Tag# VAC9033

Taxpayer: Mt. Carmel Church of God

Tax Administrator: [Signature]

Board Approved: _____
Date Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

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

Year	
2023	\$ 106.36
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Release/Adjustment	\$ 106.36

G01	County Tax	\$94.86
	School Tax	\$
F20	Fire Tax	\$11.50
	City Tax	\$
	Total	\$106.36

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

Taxpayer received Military Exemption (50%) on 2021 MAZDA (KKY-5789)

state of residence - WV

Taxpayer: ISAAC WILLIAM Woods III
Tax Administrator: Jim Janner
Board Approved: _____
Date **Initials**

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

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

Year	
2023	\$ 105.84
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Release/Adjustment \$ 105.84

G01	County Tax	\$95.95
	School Tax	\$
F15	Fire Tax	\$9.89
	City Tax	\$
	Total	\$105.84

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

Taxpayer received Military Exemption (100%) on 2008 LEXUS MP (JLV-9353)
State of residence - FL

Taxpayer:	<u>Jonathan Wayne Peterson</u>
Tax Administrator:	<u>Jim Johnson</u>
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 **ISAAC WILLIAM WOODS (III) & SASSONI IRENE SHA DAE REID** in **DISMAL** Township, Sampson County, for the year(s) and in the amount(s) of:

Year	
2023	\$ 106.37
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Release/Adjustment	\$ 106.37

G01	County Tax	\$94.87
	School Tax	\$
F20	Fire Tax	\$11.50
	City Tax	\$
	Total	\$106.37

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

Taxpayers should have received 100% Military Exemption on vehicle 2021 Mazda 4S instead of 50%. This is the other 50% Military Exemption (KKY5789)

LES STATE: Woods: WV Reid: NY

Taxpayer: ISAAC WILLIAM WOODS III, SASSONI IRENE SHA DAE REID
 Tax Administrator: Jan Johnson
 Board Approved: _____
 Date _____ Initials _____