



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA**

**June 3, 2024**

<b>6:00 pm</b>	<b>Convene Regular Meeting (County Auditorium)</b>	
	Invocation and Pledge of Allegiance	
	Approve Agenda as Published	
<b>Item 1</b>	<b>Recognition of Miss North Carolina and Miss North Carolina’s Teen Contestants</b>	<b>1</b>
<b>Item 2</b>	<b>Public Hearing – Proposed Budget for FY 24-25 and Proposed Economic Development Expenditures in 2024-2025 Budget</b>	<b>2-4</b>
<b>Item 3</b>	<b>Public Hearings – Road Naming</b>	
	a. Amendments to Road Naming Ordinance	5-6
	b. Naming of Private Road	7-8
<b>Item 4</b>	<b>Action Items &amp; Updates</b>	
	a. Update on Sale of County Property and Upset Bid Process	9
	b. Airport Consultant Contract	10-40
	c. Roseboro Rescue Lease and Contract for Dive Rescue and Recovery Services	41-65
<b>Item 5</b>	<b>Board Appointments</b>	<b>66-70</b>
	• CVB	
	• Library Board	
<b>Item 6</b>	<b>Consent Agenda (as Board of Commissioners)</b>	<b>71</b>
	a. Approve the minutes of the May 6, 2024 and May 20, 2024 meetings	72-80
	b. Adopt a Resolution Requesting that the Division of Highways Review and Take Over Highway Maintenance of Goose Creek Circle	81
	c. Adopt a Resolution Authorizing the Exchange of Properties between Sampson County Water and Sewer District II and The City of Clinton and authorize the Board Chair to execute the appropriate instruments necessary to carry out the exchange	82-85

**Item 6 Consent Agenda, continued**

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|--|----------------|
| d. Authorize amendments to the Contract for Audit Services for FY ending 6/30/2023   | <b>86-89</b>   |
| e. Approve Project Ordinances necessary to implement various projects approved by the State for Sampson County   | <b>90-94</b>   |
| f. Declare the service weapon (Sig Sauer P226 pistol, serial number 58H039965) used by Bobby Smith as surplus and transfer the weapon to the retiring employee | <b>95</b>      |
| g. Approve tax refunds and releases as submitted   | <b>96-103</b>  |
| h. Approve budget amendments as submitted  | <b>104-132</b> |

**Consent Agenda (as Board of Health) 133**

- |   |                |
|---|----------------|
| i. Approve the SCHD HIPAA Privacy Policy and Procedures Manual  | <b>134-141</b> |
| j. Approve the SCHD Health Advisory Committee Operating Policy and Procedures – No Changes            | <b>142-147</b> |
| k. Approve the SCHD Health Advisory Committee Conflict of Interest Policy and Procedures – No Changes | <b>148-151</b> |
| l. Approve the Board of Health Operating Policy and Procedures – No Changes                           | <b>152-159</b> |
| m. Approve the SCHD FISCAL Services Policy and Procedures   | <b>160-173</b> |
| n. Appoint the following individuals to the Child Fatality Prevention Team                            | <b>175-178</b> |
| • Highway Patrol Officer – Kevin Pearson  |                |
| • Parent of a child who died prior to eighteenth birthday – Sara Rosario                              |                |

**Item 7 Board Information 179-184**

- a. March 18, 2024 – SCHD Health Advisory Committee Minutes

**Item 8 County Manager’s Report**

**Item 9 Public Comment Period**

**Adjournment**

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.     1    

Meeting Date: June 3, 2024	<input checked="" type="checkbox"/> Information Only	<input type="checkbox"/> Public Comment
	<input type="checkbox"/> Report/Presentation	<input type="checkbox"/> Closed Session
	<input type="checkbox"/> Action Item	<input type="checkbox"/> Planning/Zoning
	<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Water District Issue

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**SUBJECT:** Recognition of Miss North Carolina and Miss North Carolina’s Teen Contestants

**DEPARTMENT:** Governing Body

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Wayne Edwards

**PURPOSE:** To recognize local contestants in the Miss North Carolina and Miss North Carolina’s Teen Pageants

**ATTACHMENTS:** None

**BACKGROUND:**

As an official state preliminary associated with the Miss America Organization, The Miss North Carolina Organization is a part of the largest scholarship providing organization to women in the world. The Miss North Carolina Organization provides young women an opportunity to further their personal and professional goals and instill a spirit of community service through a variety of unique statewide community-based programs.

Four local titleholders will begin statewide competition in High Point on June 24, 2024. The contestants below will introduce themselves and share information about their personal social impact initiative.

Miss Spivey’s Corner 2024  
Hannah Stevens

Miss Spivey’s Corner’s Teen 2024  
Rachel Leonard

Miss Dunn 2024  
Katie Brown

Miss Dunn’s Teen 2024  
Ella Marks

**RECOMMENDED ACTION OR MOTION:**

No action needed

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2

Meeting Date: June 3, 2024

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

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**SUBJECT:** Proposed Budget for Fiscal Year 2024-2025 and Proposed Economic Development Expenditures in 2024-2025 Budget

**DEPARTMENT:** Finance/ Administration

**PUBLIC HEARING:** Yes - Board will need to convene two separate public hearings

**CONTACT PERSON(S):** Ed Causey, County Manager  
David Clack, Finance Officer

**PURPOSE:** To conduct statutorily required public hearings related to the proposed budget for FY 2024-2025

**ATTACHMENTS:** Public Hearing Notices

**BACKGROUND:**

- a. Public Hearing Regarding the Proposed Budget for FY 2024-2025 In accordance with NC General Statute 159-12(b), we have duly advertised a public hearing to receive public comment on the proposed budget. The Chairman should open the public hearing and open the floor for public comments. The hearing should then be closed.
- b. Public Hearing Regarding Economic Development Expenditures in the Proposed Budget for FY 2024-2025 Changes in Session Law 2015-277 added the requirement that local governments issue notice and hold a public hearing for any appropriation for economic development - not just for those hearings related specifically to incentives. Therefore, in accordance with NC General Statute 158-7.1, we have duly advertised a separate public hearing to receive public comment on those expenditures in the proposed budget specifically related to economic development. The Chairman should open the public hearing and open the floor for public comment. The hearing should then be closed.

**RECOMMENDED ACTION OR MOTION:**

No action is required; however, it is recommended that the Board set dates for work sessions

**NOTICE OF PUBLIC HEARING  
SAMPSON COUNTY BOARD OF COMMISSIONERS  
PROPOSED BUDGET FOR FISCAL YEAR 2024-2025**

In accordance with NC General Statute 159-12, the **Proposed Budget for Fiscal Year 2024 - 2025** has been presented to the Sampson County Board of Commissioners and is available for public inspection in the Office of the Clerk to the Board, County Administration Building, 406 County Complex Road in Clinton between the hours of 8:00 a.m. and 5:00 p.m., weekdays. The proposed budget may also be viewed online at [www.sampsonnc.com](http://www.sampsonnc.com), and budget comments are welcomed at [budgetcomments@sampsonnc.com](mailto:budgetcomments@sampsonnc.com).

In accordance with NC General Statute 159-12(b), a **Public Hearing** on the proposed budget will be held on Monday, June 3 at 6:00 p.m., or as soon as possible thereafter, in the County Auditorium, 435 Rowan Road in Clinton, NC. The Board will also accept written comments until 5:00 p.m. on June 3, 2024 via email at [sshannon@sampsonnc.com](mailto:sshannon@sampsonnc.com) or via US Mail to Clerk to the Board, 406 County Complex Road, Building C, Clinton, NC 28328. Written comments submitted by members of the public will be read aloud by the Clerk and provided as part of the meeting minutes. Questions or comments may be directed to the Office of the Clerk to the Board, 406 County Complex Road, Clinton, NC 28328 (tel: 910/592-6308)

**NOTICE OF PUBLIC HEARING - SAMPSON COUNTY BOARD OF COMMISSIONERS  
ECONOMIC DEVELOPMENT APPROPRIATIONS INCLUDED IN THE  
PROPOSED BUDGET FOR FY 2024-2025**

In accordance with NC General Statutes 158-7.1 and 158-7.2, the Sampson County Board of Commissioners will hold a separate hearing for the purpose of receiving public comments on the recommended allocation of funds within the proposed FY 2024-2025 budget specific to economic development. Such hearing will be held immediately following the public hearing on the full recommended budget on Monday, June 3 at 6:00 p.m., or as soon as possible thereafter, in the County Auditorium, 435 Rowan Road in Clinton, NC.

Funding allocations for expenditures related to the recruitment and retention of industry included in the proposed FY 2024-2025 budget can be generally categorized as noted below. The proposed budget may also be viewed online at [www.sampsonnc.com](http://www.sampsonnc.com).

\$235,569.00 Salaries/benefits for Economic Development personnel responsible for the recruitment and retention of industry

\$100,320.00 Office operational expenses, incl. but not limited to office supplies, travel, advertising, dues/subscriptions, telephone/postage

\$53,500.00 Contracted services, professional/legal/engineering

\$539,700.00 Incentive payments as previously authorized by commissioners after duly-held public hearings

\$120,000.00 Building Resue Grant Costs

\$30,313.00 Membership costs, Southeastern Economic Development Commission

\$3,000.00 Clinton-Sampson Chamber Sponsorship

\$262,992.00 Reserve for site-specific development costs such as floodplain/wetlands delineation, surveys, engineering reports

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.     3(a)

Meeting Date: June 3, 2024	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/ Zoning <input type="checkbox"/> Water District Issue
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**SUBJECT:** Public Hearing – Amendments to Road Naming Ordinance

**DEPARTMENT:** Administration (GIS/911 Addressing)

**PUBLIC HEARING:** Yes

**CONTACT PERSON(S):** Stephanie Shannon, Clerk to the Board  
 Jessie Matthews, 911 Addressing Coordinator

**PURPOSE:** To consider public input on the proposed amendments to the Road Naming Ordinance

**ATTACHMENTS:** Memo/Ad

**BACKGROUND:**

We have duly advertised a public hearing to receive comments on the proposed amendments to the Road Naming Ordinance. The amendments will have the effect of consolidating the two ordinances into one ordinance entitled the Sampson County Road Naming and Property Addressing Ordinance. The proposed amendments will also update and revise the definitions of certain terms used in the ordinance, establish new procedures for the road naming process, establish a new appeals process, and clarify certain permit requirements relative to property addressing. Changes to the proposed amendments will be considered in response to comments received.

**RECOMMENDED ACTION OR MOTION:**

Approve the Amendments to the Road Naming Ordinance as proposed

**PUBLIC NOTICE**  
**SAMPSON COUNTY, NORTH CAROLINA**

A public hearing will be held by the Sampson County Board of Commissioners in the County Auditorium, located at 435 Rowan Road, Building A, Clinton, NC 28328, on June 3, 2024 at 6:00 p.m. The purpose of the public hearing is to receive comments on proposed amendments to the Road Renaming Ordinance for County of Sampson, North Carolina and the Sampson County Property Address Display Ordinance. The amendments will have the effect of consolidating the two ordinances into one ordinance entitled the Sampson County Road Naming and Property Addressing Ordinance. The proposed amendments will also update and revise the definitions of certain terms used in the ordinance, establish new procedures for the road naming process, establish a new appeals process, and clarify certain permit requirements relative to property addressing. Changes to the proposed amendments will be considered in response to comments received. A copy of the proposed amendments can be viewed prior to the hearing at Sampson County Administration's GIS Office, located at 530 Commerce St., Clinton, NC 28328. For more information, contact Jessie Matthews at (910) 631-1045.



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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT	ITEM NO.	<b>3(b)</b>
Meeting Date: June 3, 2024	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/ Zoning <input type="checkbox"/> Water District Issue

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**SUBJECT:** Public Hearing – Naming of Private Roads

**DEPARTMENT:** Administration (GIS/911 Addressing)

**PUBLIC HEARING:** Yes

**CONTACT PERSON(S):** Stephanie Shannon, Clerk to the Board  
Jessie Matthews, 911 Addressing Coordinator

**PURPOSE:** To consider public input on the naming of certain private roads

**ATTACHMENTS:** Memo/Ad

**BACKGROUND:**

We have duly advertised a public hearing to receive comments on the recommendations of the Road Naming Committee with regard to the names of certain private roads. The Road Naming Committee recommends that PVT 1445-3347 be named Family Acres Ln.

**RECOMMENDED ACTION OR MOTION:**

Name private road as recommended

# NORTH CAROLINA'S SAMPSON COUNTY

MEMORANDUM:

TO: Ms. Stephanie Shannon, Clerk to the Board

FROM: Jessie Matthews, GIS Coordinator

DATE: April 16, 2024

SUBJECT: Private Road Name/Public Hearing Request

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

PVT 1445 - 3347

Family Acres Ln

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

Please review and advise.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 4(a)

Meeting Date: June 3, 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

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**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

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 4(b)

Meeting Date: June 3, 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

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**SUBJECT:** Airport Consultant Contract

**DEPARTMENT:** Airport

**PUBLIC HEARING:** No

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

**PURPOSE:** To authorize the execution of a contract for engineering and planning services at the Clinton-Sampson County Airport

**ATTACHMENTS:** Memo, RFQ, Master Agreement, Resolution

**BACKGROUND:**

On April 1, 2024, Sampson County and The City of Clinton issued a Request for Qualifications (“RFQ”) to interested and qualified aviation consultants to provide engineering and planning services at the Clinton-Sampson County Airport (“CTZ”). Consistent with state law, the County and City followed the qualifications-based selection process required for engineering contracts.

CTZ ultimately received four (4) responses. The Airport Advisory Board appointed a technical committee to review and score the responses based on the criteria set forth in the RFQ. The Airport Advisory Board voted unanimously to recommend Avcon as the most qualified firm.

**RECOMMENDED ACTION OR MOTION:**

Adopt a Resolution Authorizing the County Manager to Negotiate and Execute a Master Agreement for Engineering and Planning Services with AVCON Engineers & Planners, Inc

**MEMORANDUM**

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**TO:** Stephanie P. Shannon  
**FROM:** Joel Starling  
**DATE:** May 22, 2024  
**RE:** Airport Consultant Contract for CTZ

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On April 1, 2024, Sampson County and The City of Clinton issued a Request for Qualifications (“RFQ”) to interested and qualified aviation consultants to provide engineering and planning services at the Clinton-Sampson County Airport (“CTZ”). Consistent with state law, the County and City followed the qualifications-based selection process required for engineering contracts.

CTZ ultimately received four (4) responses. The Airport Advisory Board appointed a technical committee to review and score the responses based on the criteria set forth in the RFQ. The four responses scored as follows:

**Final Evaluation Rating/Scores (out of 100 points)**

<b>Avcon Engineering and Planning, Inc.</b>	<b>94 pts.</b>
<b>Parish and Partners of North Carolina, PLLC</b>	<b>86 pts.</b>
<b>Delta Aviation Consultants, Inc.</b>	<b>85 pts.</b>
<b>Makito Aviation</b>	<b>37 pts.</b>

The Airport Advisory Board voted unanimously to recommend Avcon as the most qualified firm, with the other firms ranked in the order set forth above.

**Materials:**

1. Resolution Authorizing County Manager to Negotiate and Execute Master Agreement.

## **CLINTON-SAMPSON COUNTY AIRPORT (“CTZ”) REQUEST FOR QUALIFICATIONS FOR AVIATION CONSULTANTS**

Sampson County and The City of Clinton (The Sponsor) are requesting Statements of Qualifications from interested and qualified Aviation Consultants for engineering and planning services required for the next five (5) years for the Clinton-Sampson County Airport. The services may include, but are not limited to, the design and construction phases of runway extensions, runway safety areas, airfield pavement overlays, taxiways, aircraft aprons, airfield lighting, NAVAID’s, instrument landing systems, fueling systems, hangars, terminal site work, and other projects as determined by the Sponsor. The services may also include assisting with land acquisition, master planning, feasibility studies, miscellaneous planning, and other planning and environmental projects, as determined by the Sponsor. The above services may include subcontracted special services such as surveying, geotechnical, environmental, and quality assurance testing.

The purpose of this RFQ is to obtain information about Aviation Consultants interested in providing expert professional, technical, and advisory services at the discretion of the Sponsor for anticipated engineering and planning services. Information obtained will be utilized by the Sponsor to evaluate each interested firm. The RFQ is also to obtain expert professional, technical, and advisory services while developing CTZ during this period.

RFQ may be obtained by contacting Juanita Brewington, Purchasing & Contracting Officer, Sampson County Finance Department at [jbrewington@sampsonnc.com](mailto:jbrewington@sampsonnc.com).

Statement of Qualifications must be received by **2:00 pm, April 30, 2024** and should be emailed with subject line “AIRPORT ENGINEERING AND PLANNING SERVICES” to Juanita Brewington, Purchasing and Contracting Officer, Sampson County Finance Department, at [jbrewington@sampsonnc.com](mailto:jbrewington@sampsonnc.com). The proposals must be complete and include information requested in the RFQ.

# REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL AIRPORT ENGINEERING AND PLANNING SERVICES



## CLINTON-SAMPSON COUNTY AIRPORT

RFQ Issued:  
April 1, 2024

Inquiries and Questions Deadline:  
2:00 p.m., April 15, 2024

Submittal Deadline:  
2:00 p.m., April 30, 2024

Submittal Location:  
406 County Complex Road, Building C  
Clinton, NC 28328

## REQUEST FOR QUALIFICATIONS

Sampson County and The City of Clinton (collectively, the “Sponsor”) are requesting the submittal of Statements of Qualifications (“SOQs”) from interested and qualified Aviation Consultants for engineering and planning services required for the next five (5) years for the Clinton-Sampson County Airport (“CTZ”). The services may include, but are not limited to, the design and construction phases of runway extensions, runway safety areas, airfield pavement overlays, taxiways, aircraft aprons, airfield lighting, NAVAID’s, instrument landing systems, fueling systems, hangars, terminal site work, and other projects as determined by the Sponsor. The services may also include assisting with land acquisition, master planning, feasibility studies, miscellaneous planning, and other planning and environmental projects, as determined by the Sponsor. The above services may include subcontracted special services such as surveying, geotechnical, environmental, and quality assurance testing.

### **PURPOSE:**

The purpose of this RFQ is to obtain information about Aviation Consultants interested in providing expert professional, technical, and advisory services at the discretion of the Sponsor for anticipated engineering and planning services. Information obtained will be utilized by the Sponsor to evaluate each interested firm by utilizing the criteria outlined in this RFQ. The RFQ is also to obtain expert professional, technical, and advisory services while developing CTZ during this period.

### **REQUIREMENTS/SCOPE:**

To be considered for selection, the Aviation Consultant shall be qualified and capable to provide, at a minimum, the following services:

1. Airport planning, environmental analysis, land acquisition assistance, preliminary design, final design, estimating, bidding, construction administration, and resident project representative services for the proposed projects.
2. Subcontracted special services such as surveying, geotechnical, environmental, and quality assurance testing.
3. Assist in preparation of funding grant applications for the North Carolina Department of Transportation, Division of Aviation (NCDOA), and/or the Federal Aviation Administration (FAA), and develop justification to document the need for federal and state funds. Demonstrated assistance in project funding is required.
4. Provide technical assistance and advice to the activities identified above as required.

### **PROPOSAL FORMAT**

To facilitate review of your Statement of Qualifications, it is requested that your submittal conform to the following format:



1. **Cover Sheet:** List project title (Airport Engineering and Planning Services), the name of your firm, and the name, address, and telephone number of a contact person for questions concerning the Statement submitted.
2. **Experience of the Firm:** Provide a narrative of your firm’s prior experience and qualifications in airport engineering, planning, and construction work for similar projects. Provide a list of similar airport projects involving federal and state funding completed within the last seven (7) years. Also, please reference the experience of firm personnel in working with FAA and NCDOA regulations and procedures.
3. **Project Team:** Provide a list of the project team members, including the office location where they currently work, that you propose to use on these projects and identify the responsibility of each team member. Provide a brief resume for each person listing specific similar project experience.
4. **References:** Provide the name, address, and telephone number of at least three (3) references familiar with the quality of work done by your firm on similar projects.
5. **Other Supporting Data:** Include any other information you feel to be relevant to the selection of your firm. The entire Qualifications Statement must not exceed twenty (20) pages; including the cover sheet and letter of introduction. Qualification Statements exceeding twenty (20) pages will be returned and not considered.

Your proposal must be received by **2:00 pm, April 30, 2024**. The proposals must be complete, include information requested in these instructions, and the total pages of the submittal shall not exceed twenty (20) pages. The outside of the envelope should be marked “AIRPORT ENGINEERING AND PLANNING SERVICES” emailed to Juanita Brewington, Purchasing and Contracting Officer, Sampson County Finance Department, at [jbrewington@sampsonnc.com](mailto:jbrewington@sampsonnc.com).

**CRITERIA FOR REVIEW OF STATEMENT OF QUALIFICATIONS**

Criteria to be used in screening and ranking of the Statements of Qualifications and selection of the successful firm are as follows:

1. Having the necessary airport experience, organization, technical and managerial staff, and the facilities to carry out the Requirements/Scope described in this RFQ. (30 points)
2. Having an adequate past record of performance on similar airport projects, verifiable through references. (25 points)
3. Having the financial and personnel resources for the performance of the Requirements/Scope described in this RFQ, or the ability to obtain such resources. (15 points)
4. Having familiarity with the Airport and surrounding area. (10 points)
5. Having experience in working with NC DOA and FAA regulations and procedures, demonstrated through experience and a positive working relationship with the NC DOA and FAA and an

understanding of FAA rules and regulations regarding design and development of airports similar to CTZ. (10 points)

6. Proximity to the Airport. (10 points)

**DO NOT INCLUDE A PRICED PROPOSAL.**

**INQUIRIES:**

Questions that arise shall be in writing directed to Juanita Brewington, Purchasing and Contracting Officer, by email at [jbrewington@sampsonnc.com](mailto:jbrewington@sampsonnc.com) and be actually received no later than **2:00 p.m., April 15, 2024**. Questions and answers may be provided to other firms receiving this request.

**STATEMENT OF INTEREST AND QUALIFICATIONS:**

Each submittal from a qualified Aviation Consultant received in response to this RFQ will be judged as a demonstration of the Consultant's capabilities and qualifications. Only those Consultants who supply complete information as required by this RFQ will be considered for evaluation. The factors used to determine completeness of an SOQ will be:

1. An understanding of the requirements of this RFQ demonstrated by the organization, clarity, and completeness of the submittal.
2. The past performance record and qualifications of the firm and the individuals who will do the work, verifiable through references and resumes.
3. The ability of the Consultant to provide a timely response.

**RIGHT TO AWARD OR REJECT:**

It is understood that all submittals will become part of the public's file on this matter, without obligation to the Sponsor. The Sponsor reserves the right to reject any or all submittals. This RFQ does not commit the Sponsor to enter into a contract or award any services related to the RFQ.

**SELECTION:**

The final recommendation for selection will be made following the review and ranking of the submittals. After selection of a Consultant, a master agreement will be negotiated and prepared. Should the negotiation be unsuccessful with the number one ranked firm, negotiations will cease with that firm, and negotiations will begin with the number two ranked firm. This process will continue until a satisfactory agreement is obtained.

**CONTRACT REQUIREMENTS:**

The successful Aviation Consultant will be invited to enter into a negotiated master agreement with the Sponsor for a period of five (5) years. For each project performed under the master agreement, a detailed scope of work will be developed and agreed to by the Aviation Consultant and the Sponsor. This detailed

scope of work and associated fee will be developed into a work authorization and included as an attachment to the master agreement. The master agreement may be terminated by either party at any time upon thirty (30) days written notice. The master agreement shall be subject to approval by the Sampson County Board of Commissioners and the The City of Clinton Council, with concurrence from NC DOA and the FAA.

## **GENERAL PROVISIONS**

**Submittal Ownership / Costs** - Upon submission, all information becomes the property of the Sponsor, which has the right to use any or all ideas presented in any submission in response to this RFQ, whether or not the submittal results in a contract with the submitting engineering firm. All costs for development of the written submittal and the oral presentation are entirely the obligation of the engineering firm and shall not be remunerated in any manner by the Sponsor.

**Non-Warranty of RFQ** - Due care and diligence has been used in preparing this RFQ. However, the Sponsor shall not be responsible for any error or omission in this RFQ, nor for the failure on the part of the engineering firm to ensure that it has all information necessary to complete its SOQ.

**Request for Clarification** – The Sponsor reserves the right to request clarification of information submitted and to request additional information of one or more engineering firms, either orally or in writing.

**Acceptance / Rejection of Submittals** – The Sponsor reserves the right to accept or reject any or all SOQs in whole or in part, with or without cause, to waive technicalities, or to accept submittals or portions thereof which, in the Sponsor’s judgment, best serve the interest of the Sponsor. The Sponsor further reserves the right to allow alterations, modifications, or revisions to individual elements of the Scope of Services at any time.

**Collusion** – Aviation Consultants, by submitting an SOQ, declare that the submission is made without any previous understanding, agreement, or connections with any persons, firm, or corporations making a competing submission on the same project, and that it is in all respects, fair and in good faith without any outside control, collusion, or fraud.

**Consideration of Submittals** - SOQs will be considered from Aviation Consultants normally engaged in providing and performing services as specified in this RFQ. The firm must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the Sponsor. The Sponsor reserves the right to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions before recommending any award.

**Insurance and Indemnity Requirements** - To the extent permitted by law, the Aviation Consultant shall indemnify and save harmless the Sponsor, its agents, employees, and assigns from and against all loss, cost damages, expense and liability caused by injury to any person; or damage or destruction to property, real or personal; arising from the negligent acts, errors, or omissions of the Aviation Consultant in the performance of professional services provided to the Sponsor.

The Aviation Consulting firm further agrees to purchase and maintain during the life of any contracts entered into with the Sponsor pursuant to this RFQ the following insurance with an insurance company acceptable to the Sponsor and authorized to do business in the State of North Carolina:

Automobile: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$2,000,000 each person/ \$2,000,000 each occurrence.

Comprehensive General Liability: Bodily injury and property damage liability insurance as shall protect the engineering firm from claim of bodily injury or property damage which arises from operations of this contract. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for product/completed operations and contractual liability assumed under the indemnity provision of this contract. Sampson County & The City of Clinton shall be listed as an "Additional Insured" and shall be noted on the Insurance Certificate.

Professional Liability: In a limit of not less than \$2,000,000.

Workers' Compensation and Occupational Disease Insurance:

Coverage A - Worker's Compensation: Meeting the statutory requirements of the State of North Carolina.

Coverage B - Employer's Liability: \$500,000 each accident / \$500,000 disease - each employee / \$500,000 disease - policy limits.

Certificates of such insurance will be furnished to Sampson County & The City of Clinton and shall contain the provision that the County be given thirty days written notice of any intent to amend or terminate by either the engineering firm or the insuring company.

**Americans with Disabilities Act (ADA) Compliance** – The Sponsor will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disability. The Sponsor will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. Sponsor programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify the Sponsor.

**Minority / Women / Small Business Enterprise** - It is the policy of the Sponsor to provide minorities, women, and small business enterprises (collectively "M/W/SBE) equal opportunity for participating in all aspects of the Sponsor's contracting and procurement programs, including but not limited to employment, construction development projects, and materials/services, consistent with the laws of the State of North Carolina. The policy of the Sponsor prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status. It is further the policy of the Sponsor to conduct its contracting and procurement programs so as to prevent such discrimination. The Sponsor has a commitment to promote this type of participation in CTZ projects, and to the creation of project teams that include and assign importance to social and cultural diversity. To the extent that subconsultants will be utilized, firms should take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, as outlined in 2 C.F.R. § 200.321.

**Equal Opportunity Employer** - All Aviation Consulting firms submitting an SOQ in response to this RFQ must be an equal opportunity employer and must have the ability to meet Disadvantaged Business Enterprise (“DBE”) goals established by the Sponsor, NC DOA, and/or the FAA.

**E-Verify Compliance** - The Aviation Consulting firm shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the firm utilizes a subconsultant, the firm shall require the subconsultant to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting SOQ, the firm represents that it and its subconsultants are in compliance with the requirements of Chapter 64 of the North Carolina General Statutes. Upon request by the Sponsor, the firm shall submit an affidavit to this effect.

**Notice of Federal Funding** - The projects described in this RFQ will be funded in whole or in part with federal funding. A selected firm shall be required to comply with all applicable federal laws, regulations, executive orders, and the terms and conditions of any funding award. By submitting an SOQ in response to this RFQ, an Aviation Consulting firm acknowledges that funding is contingent upon compliance with all terms and conditions of any funding award.

Firms are further notified that any contracts resulting from this RFQ shall contain those contract clauses required by 2 C.F.R. Part 200, Appendix II, as well as any other terms and provisions that Sponsor may require.

**Suspension and Debarment** - Firms submitting SOQs in response to this RFQ will be required to certify that neither the firm, its principals (as defined in 2 C.F.R. § 180.995), nor its affiliates (as defined in 2 C.F.R. § 180.905) are excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined in 2 C.F.R. § 180.935).



# PROFESSIONAL AIRPORT ENGINEERING AND PLANNING SERVICES FOR CLINTON-SAMPSON COUNTY AIRPORT (CTZ)

AVCON, INC.  
Marty Wynn, P.E.,  
Senior Project Manager  
6230 Carolina Beach Road  
Wilmington, NC 28412  
910.685.7113

April 30, 2024





April 30, 2024

Juanita Brewington  
Purchasing and Contracting Officer  
Sampson County Finance Department  
406 County Complex Road, Building C  
Clinton, NC 28328



**Reference: Professional Airport Engineering and Planning Services for Clinton-Sampson County Airport (CTZ)**

Dear Ms. Brewington:

**AVCON, INC.** is pleased to submit our Request for Qualifications for Professional Airport Engineering and Planning Services to Sampson County and the City of Clinton for the Clinton-Sampson County Airport (CTZ).

Founded in 1988, AVCON, INC. (AVCON) serves the aviation, facilities, transportation, and development industries and employs over 120 professionals with expertise in all aspects of aviation planning and design; civil engineering, electrical engineering, mechanical engineering, plumbing engineering, fire protection design, utilities coordination and design, and structural engineering; traffic planning and highway design; and a full array of design and construction support services. AVCON has built its reputation on delivering innovative and practical engineering solutions to clients throughout the Southeast. These solutions blend both economic and technological elements to provide an effective approach to all the firm's projects. AVCON offers high-level technical expertise based on more than three decades of hands-on experience – ensuring the job is done right the first time. AVCON prides itself on partnering with clients in **Transforming Today's Ideas into Tomorrow's Reality.**

For 36 years, AVCON and its dedicated personnel have cultivated a reputation for implementing and delivering innovative and practical engineering solutions to our clients. In addition to our quick response times and creative solutions, one of the greatest benefits of contracting with AVCON is our involvement on the front end of projects, providing innovative concepts for improvements and efficiencies, avoiding constructability issues with creative solutions, working to design less costly alternatives, and designing projects in a manner that provides for reduced long-term maintenance, higher operating efficiencies, and increased sustainability and resilience.

The AVCON team has truly unparalleled qualifications to support Sampson County, the City of Clinton, and CTZ on this contract. We bring extensive, relevant, and award-winning project experience such as airport planning, environmental analysis, land acquisition assistance, preliminary design, final design, estimating, bidding, construction administration, and resident project representative services, and excellent relationships with many governing agencies, including NCDOA, NCDOT, and the FAA. We also possess a thorough knowledge of current regulations and permitting requirements for local, state, and federal regulatory agencies. Finally, AVCON's proven response capabilities are unmatched and are only a phone call or a short drive away.

AVCON has earned our reputation as a leading airport consultant for airports throughout the Southeast and the firm has successfully been serving the Carolinas since opening its Charlotte office in 2002. AVCON has served as the prime consultant for individual project-based and multiyear, airport general and on-call consulting contracts since its inception and the firm's airport professionals have been instrumental in the design, permitting, and construction of hundreds of projects at multiple airports throughout the southeast. Additionally, AVCON has specifically selected this team of professionals and subconsultants based on long-term successful working relationships as well as the specific expertise required to address the needs of CTZ.

**James Moose, P.E., Principal-in-Charge**, and **Marty Wynn, P.E., Senior Project Manager** understand the importance and future potential of CTZ as a key economic contributor to the City, County, and region. They will work with the County/Airport to map out development and funding strategies over the next five years and beyond. AVCON will keep the County/Airport up to date throughout all phases of a project through regular communication with the designated County/Airport staff and monthly project summaries. Your Senior Project Manager, Marty Wynn, P.E. is located a little over an hour away from the airport. He is available to the City/County/Airport on a 24/7 basis, ensuring that each priority is addressed appropriately and meets or surpasses expectations in every instance. He works out of AVCON's Wilmington office and can be reached by email or phone at: **mwynn@avconinc.com**, Office: **910.685.7113**, Cell: **910.612.6900**.

We appreciate your review of our team's credentials for this contract and are excited to demonstrate our personal and corporate commitment to Sampson County, the City of Clinton, and CTZ. We look forward to the opportunity to serve you and thank you in advance for your consideration in this important role.

Sincerely,  
**AVCON, INC.**

James Moose, P.E. | Principal-in-Charge

Marty Wynn, P.E. | Senior Project Manager

# EXPERIENCE OF THE FIRM

## Firm History

**AVCON** is a full-service engineering and planning firm specializing in airports, transportation, facilities, and site development projects. With 36 years of airport general consulting, on-call services, and design and planning experience at more than 100 airports, AVCON's staff of engineers and planners has completed essentially every type of airport project, ranging from airport master plans, environmental assessments, DBE plans, and condition assessments, to airfield pavement designs, lighting and NAVAIDs, hangar developments, terminal upgrades, fuel farms, security and access control, roadway and parking designs, and utility and stormwater improvements. AVCON also provides specialty services related to airfield and lighting evaluation, electrical vault arc-flash analysis, and capacity studies utilizing in-house testing equipment and fully trained staff. These capabilities result in safe, cost-effective, and efficient enhancements while reducing construction impacts.

Because an airport includes many elements beyond the limits of the airfield, it is important to consider an engineering team that also understands the connection between the airfield and the supporting infrastructure and can offer an experienced and insightful perspective on development and project execution. AVCON provides this understanding and skill. In addition to our airfield expertise, AVCON also provides related civil engineering design services for elements more commonly associated with the landside (non-aviation) portion of airports, including land development such as utilities, roads, and parking facilities; structural and support engineering for hangars and other building infrastructure; and electrical design for primary power distribution and airfield lighting improvements. AVCON offers complete civil, structural, mechanical, electrical, plumbing, and fire protection design services to augment their recognized airport and aviation disciplines.

Complementing a long history of design services is an extensive construction background that allows AVCON to provide quantity takeoffs and realistic cost estimates. This capability has contributed to a proven track record, assisting AVCON's clients (and funding agencies) with budgeting for small and large multi-phase projects.

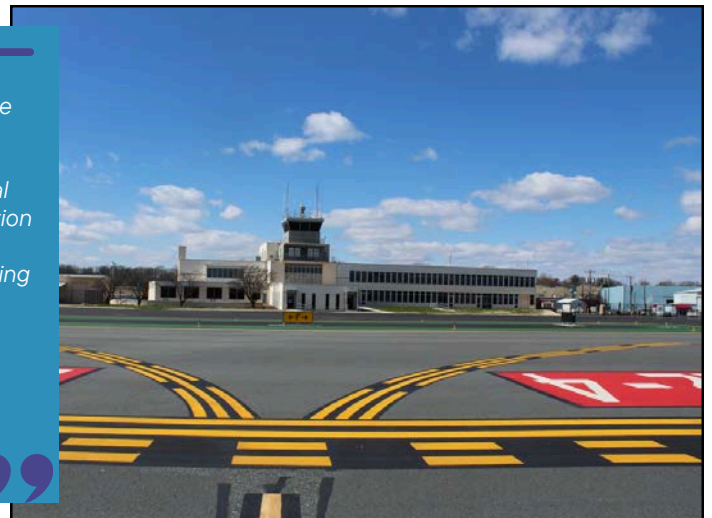
The collective experience of AVCON for both commercial service and general aviation airports is extraordinary and unmatched. AVCON frequently receives industry recognition and exposure through our award-winning projects and knowledgeable staff. Our aviation professionals often present at industry conferences and workshops about implementing cost-saving and sustainable project strategies that have resulted in long-lasting design solutions.

AVCON's airport professionals have been instrumental in the design, permitting, and construction of thousands of projects at airports throughout the Carolinas and the Southeast, allowing the team to offer an extensive range of experience that meets the needs of CTZ and specifically the requirements of the RFQ. AVCON has worked at over 100 airports, which include air carriers, general aviation, and military facilities. As evidence of AVCON's long-term commitment to quality and service, the firm continues to provide engineering services to many of its earliest clients.



*It is my pleasure to recommend AVCON as a prospective engineering consultant based on the effective and timely services provided by their staff. They have demonstrated excellent design and management skills and their professional approach to all elements and phases of design and construction enables AVCON to work efficiently with the Airport staff and other stakeholders. AVCON has served as a General Engineering Consultant for the Smith Reynolds Airport since 2007 and continues to exceed expectations for the Airport.*

**-Tim Hall, Facilities Maintenance Manager  
Smith Reynolds Airport**





## Recent / Relevant Experience

The following matrix shows multiple ongoing or completed projects over the last 7 years that AVCON has completed in North Carolina that provide relevant and recent experience to similar project for CTZ.

		Airport Planning	Environmental Analysis	Grading	Drainage	Airfield Pavements	Parking and Roadway Pavements	Pavement Rehabilitation	Obstruction Removal	Hangars	Terminal Buildings	Fuel Farm and Fuel Improvements	Airfield Lighting Systems	Land Acquisition	NCDOA and FAA Coordination	Grant Administration Assistance	Bidding Support	Construction Administration	
<b>SIMILAR EXPERIENCE</b>																			
Airport	Project Name																		
Asheville Regional Airport	Parking Lots Project		•	•	•		•										•	•	
	Temporary North Parking Lot			•	•		•										•	•	
	South Parking Lot		•	•	•		•	•									•	•	
Avery County Airport	Apron Expansion and Partial Parallel Taxiway Project		•	•	•	•	•	•				•			•	•	•	•	
	South Parallel Taxiway		•	•	•	•									•	•		•	
	Terminal and Hangar Project		•	•	•	•	•	•		•	•				•	•	•		
Ashe County Airport	Partial Parallel and Apron Expansion Taxiway Project		•	•	•	•		•	•				•		•	•	•	•	
	Land Acquisition		•										•		•	•	•	•	
	Perimeter Fence		•												•	•	•	•	
	Taxiway A Study	•													•				
	Apron Expansion and Taxiway Rehab		•	•	•	•		•					•		•	•	•	•	
Fuel Farm and Terminal Fence											•	•							
Duplin County Airport	Drainage Assessment		•	•	•										•	•	•	•	
	Forestry Service Hangars	•	•	•	•	•	•		•	•			•		•	•	•	•	
Clinton Sampson Airport	Airport Layout Plan	•													•	•			
	Obstruction Removal		•	•					•						•	•	•	•	
Kinston Regional Jetport	Taxiway A Rehabilitation		•												•	•	•	•	
	Airport Layout Plan	•													•	•			
	Terminal Building Rehabilitation										•								
	Fuel Farm	•	•	•	•	•	•					•					•	•	
Montgomery County Airport	Land Acquisition		•										•		•	•			
	Airport Layout Plan	•													•	•			
	Perimeter Fence		•												•	•	•	•	
Smith Reynolds Airport	Fuel Farm										•				•	•	•	•	
	Taxiway A Rehabilitation		•										•		•	•	•	•	
	Taxiway L Project		•										•		•	•	•	•	
	Taxiway Q	•	•	•	•	•			•				•		•	•	•	•	
	Land Acquisition		•										•		•	•			
	Runway 15-33 Rehabilitation		•	•	•	•		•					•	•	•	•	•	•	
Terminal Rehabilitation			•	•		•				•						•	•		



## SIMILAR PROJECT EXPERIENCE

### Runway 24 Obstruction Removal | Clinton-Sampson County Airport

Mark Turlington,  
Sampson County Public Works  
Director  
P: (910) 592-0188  
E: mturlington@sampsonnc.com

This \$341K project included the removal of trees and brush within the Runway Protection Zone and the approach of Runway 24. The site included an existing pond, two existing streams, and wetland areas. Construction comprised stump removal and grass reseeding in areas that were not identified as Waters of the US (i.e., jurisdictional wetlands or streams). Tree stumps remained in areas that were identified as jurisdictional to avoid land disturbance within the Waters of the U.S. Project elements included clearing by stump in place, clearing and grubbing, erosion and sediment control, and revegetation (seeding and mulching) to increase safety around the airfield.



### Partial Parallel Taxiway and Apron Expansion | Ashe County Airport

Eric Payne,  
Airport Director  
P: (336) 982-5144  
E: epayne@ashecountygov.com

The \$3.8M Partial Parallel Taxiway and Apron Expansion project consisted of the western portion of the parallel taxiway and Phase 1 of the apron expansion, as well as approximately 4 acres of obstruction removal. The overall scope of work for the project included clearing and grubbing, demolition/relocation of existing pavement and marking; proposed asphalt paving; aggregate base course; LED taxiway lighting and signage; electrical duct bank installation; drainage improvements; wind cone relocation; and obstruction removal.

### Runway 15-33 Rehabilitation | Smith Reynolds Airport

Mark Davidson, AAE,  
Airport Director  
P: (336) 767-6361 x1303  
E: mark.davidson@smithreynolds.com

Smith Reynolds Airport's primary runway, Runway 15-33, was deteriorating and required rehabilitation. To minimize impact on MRO tenants, AVCON developed a phased approach, including alternatives like displaced thresholds and declared distances, night closures, full-time closures, and weekend closures. Work on this \$6.8M project comprised 4" mill/asphalt pavement resurfacing, adjustment to "Hot Spot" taxiway intersections, replacement of a failed storm drain pipe crossing under Runway 15-33, and installation of new taxiway edge lighting and guidance signs at the reconfigured taxiway intersections. Through coordination with tenants and suppliers, we completed the project successfully within budget and on schedule.



### Airfield Lighting Rehabilitation | Smith Reynolds Airport

Mark Davidson, AAE,  
Airport Director  
P: (336) 767-6361 x1303  
E: mark.davidson@smithreynolds.com

This project consists of the rehabilitation of the airfield electrical systems including Runway 4-22 and 15-33 and Taxiways A, B, C, D, E, F, H, M, N, O and P. The rotating beacon was also replaced with a new LED rotating beacon. The work included the removal of all light fixtures, cable, conduit, and counterpoise and installation of new Taxiway edge light fixtures and signage. In addition, new runway edge lights, threshold lights, and signage were installed for Runways 15-33 and 4-22. The design included the cable, conduit, duct bank, junction can plazas, and lightning protection to provide a reliable, resilient, and efficient airfield lighting system.



### Apron Expansion and Partial Parallel Taxiway | Avery County Airport

Avery County Airport Authority,  
Sam Calvert, Chairman  
P: (828) 733-9073  
E: samualcalvert@bellsouth.net

As part of the Terminal Area Development Program, the Authority worked with AVCON on the design and construction of an apron expansion and partial parallel taxiway. A total of three design options were developed for the Authority's review. The Authority selected one of the options and requested some changes to the layout. AVCON incorporated the suggestions/recommendations and then finalized the design. The overall scope of work for this \$1.7M project included demolition/relocation of existing utilities, pavement, and marking; removal of existing fueling tanks; proposed paving; stone; grading; matting; electrical duct bank installation; relocation of existing fuel tanks and dispenser equipment; installation and testing of the relocated fueling facility; drainage improvements; fencing; and access controls.



## Forest Service Hangar Facility | Duplin County Airport

Josh Raynor,  
Airport Director  
P: (910) 296-2188  
E: josh.raynor@duplincountync.com

This \$7M project comprised the design and construction of a new facility consisting of two hangars, approximately 11,500 sf each with one having an interior office space of 3,000 sf, approximately 9,400 sf of apron and access taxiway parking area, and entrance road (approx. 750 sy), and extension of water and dry utilities to service the site. The project was completed in two phases, with the first phase being the site preparation with clearing/ grubbing and grading. The second phase of the overall development included minor site grading and unclassified excavation, taxiway construction, apron construction, drainage installation, and utility installation as well as construction of the two hangars, parking lot, and entrance drive; taxiway marking and lighting; fence/gate installation; and seeding/mulching.



## Runway 5-23 Rehabilitation | Kinston Regional Airport

North Carolina Global Transpark,  
Richard Barkes,  
Director of Airport Operations,  
P: (252) 523-1351 x309  
E: rbarkes@ncdot.gov

This \$8.5M project included milling and overlay of Runway 5-23 based on the findings and inspection report from the NCDOA. The pavements exhibited various levels of distress, oxidation/weathering, lane separation, raveling, and longitudinal/transverse cracking. The project removed the distressed upper surface coarse and replaced with new asphalt pavement.

## Airfield Electrical Rehabilitation | Kinston Regional Jetport

Frankie Maness,  
Airport Director,  
P: (910) 576-4221 x1303  
E: frankie.maness@montgomerycountync.com

This project includes the removal and replacement of the existing Runway 5-23 edge lighting and signage, Runway 5 displaced threshold lighting, Runway 5 end lighting, distance-remaining signs, Runway 23 threshold lighting, and Runway 23 end lighting with new LED fixtures as well as updating the infrastructure, adjusting linear spacing of lights between thresholds, upgrading lightning protection, replacing circuit conductors including the homeruns, and vault modifications. Modifications and updates were also made to Taxiways A and B. Additional services included removal and replacement of the Runway 5 PAPI system with a new LED system and removal and replacement of Runway 5-23 REILs and wind cones as well as replacement of the circuit conductors and power source.



## Fuel Farm and Terminal Fence | Ashe County Airport

Eric Payne,  
Airport Director,  
P: (336) 982-5144  
E: epayne@ashecountygov.com

This facility contains a new 12,500-gallon tank and a relocated 10,000-gallon tank. In addition, a 10,000-gallon underground tank was removed. The fuel farm facility has self-dispensing and card reader capabilities. The \$637K project also included removal of 255 ft of existing chain link fence, two existing swing gates, and one existing pedestrian gate as well as installation of approximately 337 ft of new terminal fence. Additionally, two sliding gates with Advantage DK Digital Keypad and one pedestrian gate were installed. The scope of work included relocation of the existing tank, removal of the existing underground tank and installation of the new fuel farm facility.

## Perimeter Fencing | Montgomery County Airport

Frankie Maness,  
Airport Director,  
P: (910) 576-4221 x1303  
E: frankie.maness@montgomerycountync.com

This \$472K project included the construction of over 8,500 ft of 8 ft tall chain-link fence with one 20-ft long double swing gate around the perimeter of the airport. The project was divided into Base Bid and Additive Alternative. The Base Bid project included the construction of approximately 5,500 ft of chain-link fence, starting from the south end of the site. The south eastern and north eastern property line and tied into the existing airport entrance gate. It also included the installation of one 20 ft manual double-swing gate on the existing gravel road at the south end of the site and approximately 40 ft from the property line. Additionally, the Base Bid included the dismantling and removal of 500+ ft of a pre-existing six ft tall chain-link fence. The Additive Alternate included the installation of approximately 3,200 ft of chain-link fence along the south and western property line, at a midpoint of the Runway 3-21.



## FIRM EXPERIENCE WITH FAA AND NCDOA

### Experience with the FAA and NCDOA

AVCON staff, particularly James Moose, maintain strong working relationships with the North Carolina Division of Aviation (NCDOA) staff and the FAA Southern Region, Memphis, and Atlanta ADO's. AVCON is routinely engaged with the NCDOA and FAA Memphis ADO in projects at Avery County Airport, Smith Reynolds Airport, and Plymouth Municipal Airport, among others. AVCON routinely keeps in contact with the NCDOA staff members. This method of open communication and coordination has been mutually beneficial to clients and has helped promote the ideas and visions of airports into real projects. This communicative approach, be it by telephone, emails, letters, and/or meetings, has proven successful both before and during a project, the goal being no surprises at any level for anyone.

AVCON serves airport clients with exceptional attention, quality, and care. AVCON's ability to provide this level of service is based on its commitment to the airport and aviation industry, and its complete understanding of current FAA and NCDOA policies and design criteria. Having performed nearly every type of airport consulting service and airport project, AVCON and its partners know the specific submittal and review processes necessary for agency approval, including FAA, NCDOT, and other federal and state regulatory agencies. This knowledge and experience enable AVCON to establish and achieve realistic project schedules that meet the expectations of the client, NCDOA, and FAA, and ensure project compliance with applicable agency standards.

### Experience with NCDOT Block Grant Funds, FAA Discretionary and Reimbursable Agreements

AVCON works with numerous clients that receive FAA and state funding, including discretionary and entitlement grants, as well as state block grants and STI funding. We are very knowledgeable of FAA design standards and guidelines, as well as regulations, rules, policies, and procedures. AVCON's projects have utilized FAA staff at the Southern Region Office, as well as in the Atlanta, Memphis, and Orlando ADOs. A few examples of recent projects using FAA AIP Funding include Asheville Regional Airport, Asheville Regional Airport, and North Carolina Global TransPark.

AVCON has provided grant funding assistance for many airport clients and airfield projects over the past three decades. These grants have included FAA AIP, FAA Discretionary, NCDOT Block Grants, STI Grants, Noise Funding, Property Acquisitions, DOT Grants, Economic Development Grants, REA grants for rural utility expansions, and others. We have partnered with our North Carolina clients and have proven to be very successful with securing project funding, grant amendments, and additional grants for vital projects. AVCON has aided airports across the state to identify funding, develop funding plans, and implement successful applications to the funding source below that are available to North Carolina's airports.

#### Federal Funding

- Non-Primary Entitlement (NPE)
- Apportionment (APP)
- Discretionary (DISC)
- Supplemental / Discretionary
- CARES/CRRSA/ARPA
- Airport Infrastructure Grant (AIG/BIL)

#### State Funding

- State Aid
- Safety Enhancement
- Economic Development
- STIP
- Directed Funds

## THE AVCON ADVANTAGE



Unmatched familiarity with CTZ and the surrounding area



Prequalified with the NCDOT in 17 work categories, and current on-call consultant for Aviation Professional Services



Committed Project Manager with over 34 years experience at airports throughout the Southeast, including 15 years working at CTZ



AVCON's Wilmington Office is located approximately 1 hour and a phone call away from Airport/County staff



Strong working relationships (over 30 years) with the NCDOA and FAA, and extensive knowledge of funding sources, policies, and design criteria



Common sense approach to projects, incorporating value engineering to ensure the most efficient use of the County/ Airport's valuable time and money

# PROJECT TEAM

With over three decades of airport general consulting service experience, AVCON has developed an expert group of professional engineering and support staff capable of undertaking a wide variety of project needs.

**James Moose, P.E.** will serve as Principal-in-Charge and will report directly to the County and City as required to properly coordinate schedules, budgets, and other pertinent data. He will be responsible for the complete satisfaction of Sampson County, City of Clinton, and CTZ staff. He will always ensure appropriate staff and team resources are available for Senior Project Manager, **Marty Wynn, P.E.** All contracts and related correspondence should be directed to his attention.

With Marty, you are assured of exceptional client/consultant continuity. He will lead the AVCON Team and ensure that project deliverables in the form of plans, specifications, engineer's reports, opinions of probable cost, and similar airport-related support documentation will be thorough, accurate, and informational. Subconsultants will be managed proactively, and funding and regulatory agencies will be informed of project activities regularly. There will be no surprises, and project concurrence by involved agencies and staff will be achieved at key milestones throughout each project.

## TEAM EXPERTISE

Both James and Marty have recent and relevant experience at Clinton-Sampson County Airport. Together, they have successfully served many airports in assignments similar to this role, including similar multi-year contracts for airports in Winston-Salem, Ashe County, Kinston, Washington County, Avery County, Plymouth, Duplin, and Wilmington. Collectively, this management team will work to:



Review and coordinate project management tasks for the team.



Maintain project costs per grant limitations and pre-established budget



Perform quality reviews prior to certifying deliverables.



Adhere to approved project schedules by allocating appropriate staff and subconsultant resources



Remain accountable for the content of plans and specifications along with bidding/contract documents.

## TEAM ORGANIZATION



**Principal-in-Charge**  
James Moose, P.E.

**Senior Project Manager**  
Marty Wynn, P.E.

**Grant Administrator**  
Denise Merritt

**QA/QC Manager**  
Mike Darcangelo, P.E.

### Airside & Landside Planning

Ryan Lenda, C.M.  
Michael Kotlow

### CAD Design

Matthew Tracy

### Environmental

Ryan Lenda, C.M.  
Troy Beasley (*WithersRavenel*)

### Land Acquisition

Neil Burleson (*THC*)

### Surveying

Gary Kreiser, LSS (*WithersRavenel*)

### Engineering Design

**Civil**  
Travis Bird, P.E.  
Caleb Williams, E.I.  
Alisha Todd  
Andrew Mitchell, E.I.

### Airfield Electrical / NAVAIDS

Mark Goodacre, A.C.E.  
Lee Nemer, A.C.E.  
Stephanie Heagney, A.C.E.

### MEP

Zemp Pepper, P.E.  
Sean Day, P.E.

### Structural

Luca DelVerme, P.E.  
Dominick Fiorentino, P.E.

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### Bidding / Negotiation Construction Management & Project Closeout

Marty Wynn, P.E.  
Caleb Williams, E.I.

### Construction Observation & Resident Inspection Services

Victor Styles  
Don Howard

### Geotechnical Investigations & Materials Testing

Andrew Nash, P.E. (*Terracon*)  
David Carver (*Terracon*)

## KEY PERSONNEL

### Marty Wynn, P.E. | Senior Project Manager



**Wilmington, NC Office:**  
6230 Carolina Beach Rd  
Wilmington, NC 28412

Marty Wynn, P.E. is a civil engineer with 34 years of experience. He is skilled in managing projects from funding, to design and construction; he has established relationships with funding agencies; and he is experienced in preparing client reimbursements for FAA and state grants. Marty's strengths include pavement studies, overlay pavement designs, drainage system design, master plan updates, runway extensions, apron expansions and rehabilitation, roadway design, NAVAID installations, airfield lighting rehabilitations, hangars, taxiways, approach analyses, land use planning, permitting, stormwater design, perimeter fencing, grant reimbursements, terminal area studies, land use planning, and innovative ways of value engineering for efficient use of available funding.

#### **FBO and Terminal Area Parking Lot Rehabilitation**

*Clinton-Sampson County Airport, NC | Project Manager*

This project included the design and construction of the existing FBO apron and terminal parking lot pavement rehabilitation. The existing parking lot exhibited various levels of distress; oxidation/weathering, pavement separation, raveling, and cracking. The existing pavement section varies from 1.5 to 2 in. of state mix asphalt over a sand clay base. The overall intent of this project was to remove the existing asphalt and clay base, regrade the sand clay base, and place 6 in's of crushed aggregate base course (CABC). The parking lot was paved with 2 in's of an NCDOT S9.5B mix. The FBO Apron was paved with 1.5 in's of P-401 Asphalt overlaid with 1.5 in's of P-404 Fuel Resistant Asphalt.

#### **Forestry Service Hangar Facility**

*Duplin County Airport, NC | Project Manager*

This project consisted of two hangars that were approximately 11,500 sq ft each with one having an interior office space of 3,000 sq ft. A 9,400 sf apron was also constructed. The parking area and entrance road were approximately 750 sq yd. This was a new facility being built for the Forest Service which will be relocating from Kinston Regional Jetport out of their aging facilities.

#### **Drainage Assessment and Repair**

*Duplin County Airport, NC | Project Manager*

DPL had been facing significant problems with sinkholes around multiple drainage structures at the airport. Rather than simply replacing these structures, we decided to investigate the problem using CCTV video footage of the system. Our team discovered that a complete replacement was not necessary, and we developed a plan to repair the existing structures and pipes. This approach proved to be much more cost-effective and ultimately saved approximately \$3,000,000.

#### **Airfield Pavement Rehabilitation**

*Kinston Regional Jetport, NC | Project Manager*

This project consisted of the design and construction of the rehabilitation of the existing runway and general aviation apron for the North Carolina Global Transpark (NCGTP)-Kinston Regional Jetport (ISO). Runway 5-23 and the general aviation apron pavements were in poor condition and in need of rehabilitation. The pavements were exhibiting various levels of distress; oxidation/weathering, paving lane separation, raveling, and longitudinal/transverse cracking.

#### **Relocate Electric Vault**

*Kinston Regional Jetport, NC | Project Manager*

The overall project involved the demolition and excavation of the existing AFLV and the construction of a new Airfield Lighting Vault (AFLV) directly across Taxi Lane D, as well as the relocation and/or upgrading of critical airfield lighting power, control, and all other necessary equipment and materials of the operation of a fully functioning vault building. The existing AFLV consisted of one 80-square-foot room contained within a concrete structure. The airfield Constant Current Regulators (CCR), L-821 Control Cabinet, PAPI power supply, pilot radio receiver, GPS System Components, airfield lighting power distribution panel, and lighting distribution panel were all included within this restricted space. The equipment inside the vault was crowded and failed to meet NEC safe working clearance requirements.

#### **Full Parallel Taxiway**

*Plymouth Municipal Airport, NC | Project Manager*

The project comprised the design and construction of a full parallel taxiway and connector taxiways and taxi lanes. The project also included extensive permitting efforts to minimize environmental impacts.

### James Moose, P.E. | Principal-in-Charge



**Charlotte, NC Office:**  
10115 Kinsey Avenue,  
Suite 140  
Huntersville, NC 28078

James Moose, P.E. has 23 years of experience managing and designing airport development projects in North Carolina and across the southeast. His areas of expertise include project management, planning, grading, drainage, pavement design, detention, sediment and erosion control, roadway layout and design, utilities, lighting, NAVAIDS, estimating, permitting, and construction administration. He has been responsible for the design of pavements for numerous airfield projects, including ramps, taxiways, runways, and overlays.

#### **Partial Parallel Taxiway and Apron Expansion**

*Ashe County Airport, NC | Project Manager*

Project included clearing and grubbing, demolition/relocation of existing pavement and marking; proposed asphalt paving; aggregate base course; grading; drainage and erosion control installation; LED taxiway lighting and signage; electrical duct bank installation; drainage improvements; wind cone relocation; and obstruction removal.

#### **Runway 15-33 Rehabilitation**

*Smith Reynolds Airport, NC | Project Manager*

The project consisted of a 4" mill/asphalt pavement resurfacing, adjustment to "Hot Spot" taxiway intersections, replacement of a failed storm drain pipe crossing under Runway 15-33, and installation of new taxiway edge lighting and guidance signs at the reconfigured taxiway intersections.

### Mike Darcangelo, P.E. | QA/QC Manager



**Charlotte, NC Office:**  
10115 Kinsey Avenue,  
Suite 140  
Huntersville, NC 28078

Mike Darcangelo, P.E. has over 46 years of aviation experience including the management, planning, design, and construction of airside and landside projects at commercial service, general aviation, and military airports. His areas of expertise include project management; client services; project development and coordination; general consultation; grants administration; budgeting; scheduling; and direct oversight of the production of project plans, specifications, cost estimates, and other related studies and project documents.

#### **Runway 15-33 Rehabilitation**

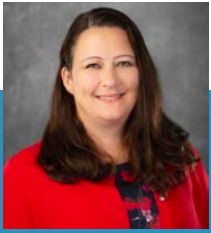
*Smith Reynolds Airport, NC | Project Manager*

Managed the design and construction phase services for the rehabilitation of primary Runway 15-33. The project included an updated pavement condition survey of the runway, comparing it to the results from the 1999 Pavement Management and Maintenance Study, for use in the pavement rehabilitation design process. The final approach and pavement design included the milling of 3½" of existing asphalt pavement and replacing it with 3½" of new FAA P-401 asphalt pavement.

#### **Apron Rehabilitation Phases 1-3**

*Greenville-Spartanburg International Airport, NC | Project Manager*

Phase 1 included the rehabilitation of the Terminal Apron Trench Drain and adjacent PCC Pavement and the rehabilitation of the General Aviation Apron/Taxilane north of the air carrier terminal complex. Phases 2 and 3 included a complete replacement of the PCC Apron pavement section.



**Charlotte, NC Office:**  
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Huntersville, NC 28078

### Denise Merritt | Grant Administrator

Denise Merritt has five years of experience in the development and management of grants using different funding sources for all types of airport development projects. She is knowledgeable in the use of the EBS/Partner Connect system and remains in contact with the NCDOA APMs and Grant Staff regularly. Denise is experienced in Request for Aids (RFA), reimbursement requests, quarterly status reports, project budget and A-code breakdowns, and grant close-out requirements. Currently, she manages multiple grants for most of AVCON's North Carolina general aviation clients.

#### Runway 24 Obstruction Removal

*Clinton-Sampson County Airport, NC | Grant Administration*

The project consisted of environmental documents, design, bidding, and grant administration for approximately 21 acres located on the east side of Airport Road including clearing and grubbing, erosion and sediment control, construction safety and phasing plans, and turf restoration.

#### Parallel Taxiway A

*Plymouth Municipal Airport, NC | Grant Administration*

The project comprised the design and construction of a full parallel taxiway, connector taxiways and taxi lanes and included extensive permitting efforts to minimize environmental impacts.



**Charlotte, NC Office:**  
10115 Kinsey Avenue,  
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Huntersville, NC 28078

### Travis Bird, P.E. | Project Engineer

Travis Bird, PE has over seven years of experience as an Engineer with AVCON, focusing on airfield pavement related projects. He graduated in 2017 from the University of Central Florida with a BS in Civil Engineering. He has extensive experience with the identification and assessment of pavement distresses (in both asphalt and concrete pavements) and the design of rehabilitation alternatives. Recent projects have included the development of Airport Pavement Management Systems (APMS), runway and taxiway rehabilitations, parking lot expansions, and apron rehabilitations. In addition to his analysis and design efforts, Travis has also been responsible for construction oversight and inspection on airfield paving projects. His recent experience includes projects at Asheville Regional Airport, Mobile International Airport, Orlando International Airport, and Smith Reynolds Airport.

#### AVL Parking Lot Revisions

*Asheville Regional Airport, NC | Project Engineer*

This project consisted of the alteration and extension of the general aviation middle ramp to develop a new parking lot to accommodate up to 256 vehicle parking spots. The overall scope of work included a new gravel parking lot entrance, reconfiguration of the existing pavement area, airport fencing, and gate, and associated permitting. The South Parking Area project consisted of the development of a new South Parking Area as identified by the AVL Master Plan.

#### Terminal Parking Lot Expansion

*Gainesville Regional Airport, FL | Project Engineer*

This project included analyzing Short- and Long-Term parking utilization; preparation of stormwater and drainage, geometry, paving, and grading, signing and marking, utility adjustments, and electrical and lighting plans and specifications; and preparation and submittal of St. Johns River Water Management District Environmental Resource Permit application.



**Wilmington, NC Office:**  
6230 Carolina Beach Rd  
Wilmington, NC 28412

### Caleb Williams, E.I. | Project Engineer

Caleb Williams has over seven years of experience in different aspects of civil engineering, including road design, storm design, grading, erosion and sediment control, cost estimating, permitting, MOT, pavement marking plans, and stormwater management/BMP. Additionally, Caleb brings knowledge in preparing floodplain studies and floodplain alterations using HEC-RAS software.

#### Airport Parking Strategy Study

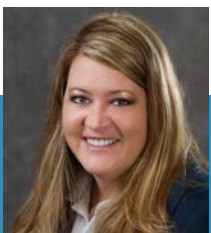
*Wilmington International Airport, NC | Project Engineer*

This project included an updated airline forecasting was developed and used to make facility recommendations over the next 20 years, including an evaluation for a future parking structure. Immediate curb front improvement recommendations to improve traffic flow on the curb front while increasing public safety were developed. A plan to eventually construct a parking structure was also developed providing phasing to be utilized to reroute the entrance roadway system over some time to spread out the capital outlay and to minimize the disturbance to travelers.

#### Airfield Pavement Rehabilitation

*Kinston Regional Jetport, NC | Project Engineer*

This project consisted of the design and construction of the rehabilitation of the existing runway and general aviation apron for the North Carolina Global Transpark (NCGTP)-Kinston Regional Jetport (ISO). In 2016, the Final Submission of the Airport Pavement Management System Update, Inspection Report was submitted to North Carolina Division of Aviation. The report findings indicated that Runway 5-23 and the general aviation apron pavements were in poor condition and need of rehabilitation. The pavements were exhibiting various levels of distress; oxidation/weathering, paving lane separation, raveling, and longitudinal/transverse cracking.



**Charlotte, NC Office:**  
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Huntersville, NC 28078

### Alisha Todd | Project Engineer

Alisha Todd has over 20 years of experience in the design and preparation of site plans and specifications for all types of airport development projects. Her areas of expertise include grading, drainage, pavement, electrical layouts, pipe networks, stormwater management, erosion and sediment control, safety and phasing plans, and airfield geometrics (horizontal alignment and vertical profiles) for runways, taxiways, and aprons.

#### Runway 15-33 Rehabilitation

*Smith Reynolds Airport, NC | Project Engineer*

The project comprised an analysis of the existing runway pavement section, the development of pavement rehabilitation alternatives, and a complete pavement design based on selected alternatives.

#### Forest Service Hangar

*Duplin County Airport, NC | Project Engineer*

The project comprised two hangars of approximately 11,500 sf each with one having an interior office space of 3,000 sf; 9,400 sf apron and access taxiway; and 750 sy parking area and entrance road as well as drainage and utility installation, taxiway marking and lighting, and fence/gate installation.



### Andrew Mitchell, E.I. | Civil Engineer

Andrew Mitchell, E.I. has had broad exposure to airport engineering and design, despite only having two years of professional experience. He has worked in the areas of planning, pavement design, grading, estimating, permitting, contract administration, and construction observation. Andrew's experience includes apron, taxiway, and runway rehabilitation projects for both GA and commercial airports.

**Orlando, FL Office:**  
5555 E. Michigan Street,  
Suite 200  
Orlando, FL 32822

#### **Cargo Apron Phase 2 - Design**

*Greenville-Spartanburg International Airport, SC | Designer*  
Assisted Project Engineer in design development, plan set production, and cost estimates/quantity takeoffs for 30%, 60%, and 90% Submittals. In addition to producing a quality plan set, assisted in compiling contract documents, administration of bids, and addressing bid questions.

#### **Airport Pavement Improvement Program Priorities 2 & 4**

*Greenville-Spartanburg International Airport, SC | Designer*  
Conducted inspections of all of GSP airfield's concrete areas, including Runway 4-22, Taxiways A, B, C, J, K, and L, and Aprons of the MRO, FBO, and Fed Ex Facilities. Analyzed and quantified distresses for the production of maintenance plans. Assisted Project Engineer in the production of the plan set, conducting quantity takeoffs/cost estimates, and development of construction phasing and safety plan (CSPP).



### Mark Goodacre, ACE | Senior Electrical Designer

Mark Goodacre, ACE has over 40 years of experience in the planning, design, construction, and maintenance of electrical distribution systems and airfield lighting systems. He is an AAE Airport Certified Employee (ACE) in the field of Airfield Lighting Maintenance, and he serves as an instructor for the Florida Airports Council's (FAC) Basic Airfield Electrical Safety Workshop. He has experience preparing design documentation for an airfield's lighting layout and circuitry for all associated runways, taxiways, and parking aprons.

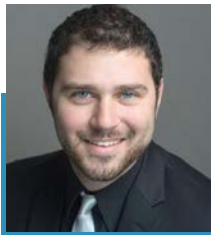
**Orlando, FL Office:**  
5555 E. Michigan Street,  
Suite 200  
Orlando, FL 32822

#### **Airfield Lighting Replacement**

*Marine Corps Air Station New River | Project Manager*  
The project comprised the removal and replacement of incandescent, fluorescent, and first-generation LED airfield lighting equipment with new LED products. Navigational aids such as PAPI's and wind cones were also removed and replaced with LED products.

#### **Airfield Redevelopment Program - Permanent Runway**

*Asheville Regional Airport, NC | Senior Electrical Designer*  
The project consisted of the removal of the existing Runway 16-34, construction of permanent Runway 17-35, and conversion of the temporary runway to a parallel taxiway. It also included the development of two new ILS approaches and required coordination with the FAA for the establishment of new flight procedures and a unique MALSR tower design.



### Lee Nemer, ACE | Electrical Engineer

Lee Nemer joined AVCON in July 2018 and works under Mark Goodacre as an Electrical Engineer. Since joining AVCON he has worked on multiple airport projects throughout Florida, North Carolina, Texas, and Alabama. His skills include lighting layouts, circuit design, duct bank system design, manhole design, and vault work. He has provided cost estimates for large-scale projects and is proficient in AutoCAD.

**Orlando, FL Office:**  
5555 E. Michigan Street,  
Suite 200  
Orlando, FL 32822

#### **Airfield Lighting Replacement**

*Marine Corps Air Station New River | Electrical Engineer*  
The project comprised the removal and replacement of incandescent, fluorescent, and first-generation LED airfield lighting equipment with new LED products. Navigational aids such as PAPI's and wind cones were also removed and replaced with LED products.

#### **Taxiway A Improvements**

*Valkaria Airport, FL | Electrical Engineer*  
The project involved the rehabilitation of asphalt pavements and the widening of Taxiway A and the existing taxiway connectors to Runway 14-32. In addition, two taxiways were relocated, and the five connectors were renamed to Taxiway A1 through Taxiway A5. Taxiway A and each of the five connector taxiways also received new LED taxiway edge lights.



### Zemp Pepper, P.E. | Senior Mechanical Engineer

Zemp Pepper, P.E. serves as Mechanical Design Manager at AVCON where he is responsible for oversight of the firm's MEP Group. Over his 39-year career, Zemp has completed hundreds of renovation and new construction projects. His wide range of experience includes commercial buildings, municipal buildings, educational buildings, universities, performing arts centers, museums, hotels, parking garages, airport terminals, and hangars.

**Orlando, FL Office:**  
5555 E. Michigan Street,  
Suite 200  
Orlando, FL 32822

#### **Forest Service Hangar**

*Duplin County Airport, NC | Senior Mechanical Engineer*  
The project comprised two hangars approximately 11,500 sf each with one having an interior office space of 3,000 sf; 9,400 sf apron and access taxiway; and 750 sy parking area and entrance road as well as drainage and utility installation, taxiway marking and lighting, and fence/gate installation.

#### **North Cargo Building**

*Greenville-Spartanburg International, SC | Airport Senior Mechanical Engineer*  
This project included complete HVAC, Plumbing, Electrical, and Telecommunications and Access Control Design for air cargo carrier offices and warehouse storage spaces as well as site civil design including utilities, storm drainage, grading, and roadway design.





**Orlando, FL Office:**  
5555 E. Michigan Street,  
Suite 200  
Orlando, FL 32822

### Richard Creavalle, P.E. | Senior Electrical Engineer

Richard Creavalle, P.E. has worked on numerous transportation, commercial, institutional, and governmental projects, including power distribution rooms, emergency ventilation, utility pump stations, and central energy plants, among others. He has also worked on voice, data, video, and sound communication systems, security access control, and fire alarm systems, short-circuit and coordination studies, and data center design.

#### Forest Service Hangar

*Duplin County Airport, NC | Senior Electrical Engineer*  
The Project comprised two hangars of approximately 11,500 sf each with one having an interior office space of 3,000 sf; 9,400 sf of apron and access taxiway; and 750 sy parking area and entrance road as well as drainage and utility installation, taxiway marking and lighting, and fence/gate installation.

#### Chiller Replacement

*Smith Reynolds Airport, NC | Senior Electrical Engineer*  
The project included the replacement of two 200-ton water-cooled chillers, cooling towers, and associated chilled water pumps and condenser pumps which serve the 46,000 sf Piedmont Propulsion Facility. The existing HVAC equipment was replaced with a high-efficiency air-cooled chiller and variable primary chilled water pumping system. The existing air handler unit control 3-way valves were replaced with 2-way DDC valves to achieve variable flow in the chilled water loop. These improvements reduced service requirements associated with the condenser water system and cooling towers, simplified chiller plant operation, and reduced energy costs.



**Orlando, FL Office:**  
5555 E. Michigan Street,  
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Orlando, FL 32822

### Sean Day, P.E. | Electrical Engineer

Sean Day, P.E. is an experienced Electrical Engineer with problem-solving and critical thinking skills coupled with excellent communication skills to contribute to complex design projects. His areas of expertise involve many low voltage systems including Premise Distribution, Physical Access Control, Video Surveillance, Public Announcement, Distributed Antenna, and Fire Alarm systems. He has knowledge of copper, fiber, and wireless ethernet networking over local and wide area networks.

#### Terminal B Expansion

*Orlando Sanford International Airport, FL | Electrical Engineer*  
Provided electrical engineering services for the new Access Control System and Closed-Circuit Television security systems. The work included replacing outdated security systems as well as the design of new security systems for the terminal expansion. The camera system included stationary indoor and outdoor cameras as well as PTZ.

#### Corporate and Bulk Storage Hangars

*Greenville-Spartan International Airport, SC | Electrical Engineer*  
The project included a new 30,000 sf bulk storage hangar with provisions for a future 8,000 sf one-story attached office/shops area and a new 16,000 sf corporate hangar with 2,500 sf of associated office space. The project also included necessary drainage and utility enhancements to serve the two new hangars. These enhancements consisted of drainage improvements including treatment/attenuation storage areas; potable water and sanitary sewer services; fire supply water services including an estimated 300,000-gallon storage tank and 2,500 GPM diesel fire pump system; electrical power services; communication services; and natural gas service.



**Orlando, FL Office:**  
5555 E. Michigan Street,  
Suite 200  
Orlando, FL 32822

### Luca DelVerme, P.E. | Senior Structural Engineer

Luca DelVerme, P.E. has 24 years of structural engineering experience in both the public and private sectors. He has practiced structural design for a variety of building types, including airport terminals, hospitals, universities, courthouses and jails, parks and trail facilities, aircraft and storage hangars, and solid waste facilities throughout the state of Florida.

#### Chiller Replacement

*Smith Reynolds Airport, NC | Senior Structural Engineer*  
The project included the replacement of two 200-ton water-cooled chillers, cooling towers, and associated chilled water pumps and condenser pumps which serve the 46,000 sf Piedmont Propulsion Facility.

#### MRO Hangar with Associated Office/Shop Space

*Treasure Coast International Airport, FL | Senior Structural Engineer*  
The project comprised a 28,500 sf MRO hangar with an associated 3,000 sf one-story attached office/ administrative space, plus a detached 1,200 sf fire pump building, and a 200,000-gallon fire water ground storage tank. The project also included necessary site drainage improvements, a water main extension, a sanitary lift station and force main, electric and communication utility extensions to serve the new hangar, plus extensive security perimeter fencing and gate work.



**Orlando, FL Office:**  
5555 E. Michigan Street,  
Suite 200  
Orlando, FL 32822

### Dominick Fiorentino, P.E. | Structural Engineer (Transportation)

Dominick Fiorentino, P.E. is a licensed Structural Engineer with more than 35 years of experience in the design and construction of Public Facilities, including transportation and pedestrian bridge structures. He has experience in multiple disciplines including Structures, Roadways, Drainage, and Traffic Control. He provides structural assessments, new designs, rehabilitations, and ADA accessibility evaluations.

#### Ballough Road Bridge Replacement

*Daytona Beach, FL | Structural Engineer*  
The primary project elements included dredging, a boardwalk around the entire perimeter of the basin, a new boat/kayak launch ramp and retrieval facility on the west side of the basin, and replacement of the bridge on Ballough Road with one that is designed to accommodate the size of watercraft that will be accessing the boat/kayak facility and the commercial waterfront development surrounding the Root Pond waterway.

#### Parks and Recreation Bridge Assessments

*Orange County, FL | Structural Inspector*  
The project consisted of on-site, nondestructive visual inspection of ten existing pedestrian/trail bridges and preparation of a bridge inspection report for each identified and observed defect as well as an opinion of current structural condition under NBI and FDOT Bridge Inspector's Field Guide. Five of the bridges were steel steadfast bridges, three were timber bridges, and one was a concrete structure.



### Ryan Lenda, C.M. | Senior Airport Planner

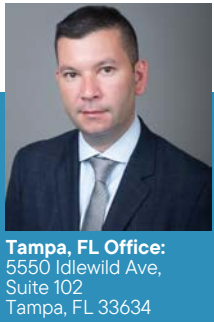
Ryan Lenda, CM is an aviation and business professional with over 20 years of experience in the aviation industry. His responsibilities include roles ranging from managing complex planning projects to providing consultant services and working with stakeholders to ensure design elements comply with aviation regulations. Ryan has completed multiple planning assignments at airports throughout the U.S. including Apron Utilization Plans, Gate Expansion Analyses, Airport Layout Plans, Exhibit A Updates, Feasibility Studies, Master Plans, Siting Studies, Land Use Planning, Development/Redevelopment Studies, and more.

#### General Aviation Master Plan

*Charlotte Douglas International Airport, NC | Director of Aviation Planning*  
Developed a General Aviation Master Plan for Charlotte Douglas International Airport (CLT) to accommodate corporate GA traffic and expand the work completed in the 2018 hangar expansion study. The plan had two primary goals: preparing an affordable 20-year plan to meet GA needs and maximizing CLT's revenue-earning potential while utilizing its property effectively. The plan enabled CLT to attract new businesses and generate revenue over the long term.

#### Capital Improvement Plan Program (CIPP)

*Kennedy Space Center | Director of Aviation Planning*  
Planner responsible for assisting in developing a roll-up Capital Improvement Plan Program (CIPP) incorporating budget, cost, and funds planning for NASA Centers nationally. As part of the CIPP, he helped conduct an inventory of existing facilities at Kennedy Space Center.



### Michael Kotlow | Airport Planner

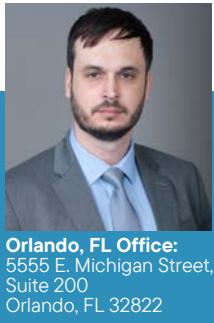
As a Senior Airport Planner, Mr. Kotlow is responsible for the production of aviation planning projects including master plans, airport layout plans, benefit cost analyses, runway length analyses, noise studies, and various specialty studies. He has worked within the aviation planning field since 2005 gaining extensive knowledge and completing numerous projects for airports of all sizes throughout the U.S. He has experience with Microsoft Office, AutoCAD, and ArcGIS Pro software.

#### Airport Layout Plan Update

*Kinston Regional Jetport, NC | Senior Airport Planner*  
Project tasks included evaluation of the airport facility layout for conformance with FAA AC 150/5300-13A, Airport Design; evaluation of the known obstructions to the airspace to determine the current impact to the Airport; determination of the current and future critical aircraft; assisting the airport in supporting aviation demand within the region; evaluation of the airfield development options; and provision of an aeronautical obstruction survey in compliance with FAA AGIS policies which includes an airport airspace analysis for vertically-guided operations for Runway 5/23; and the development of an ALP.

#### Benefit-Cost Analysis (BCA) for Runway Extension

*Morgantown Municipal Airport, WV | Senior Airport Planner*  
Michael led the efforts for this BCA to extend the runway at MGW from 5,199 feet to 6,200 feet. The project was necessary to provide a more flexible operating environment that would result in a cost savings for existing and potential airport users. Mr. Kotlow coordinated all aspects of the BCA effort including meeting with various airport stakeholders such as the City of Morgantown, WVU, airport tenants, corporate aircraft users, and the FAA. The FAA approved the BCA and is funding the design and construction of \$50+ million runway extension project.



### Matthew Tracy | CAD Technician

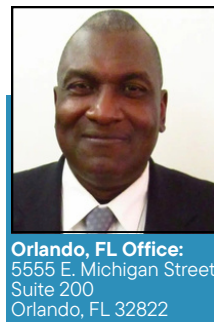
Matthew Tracy has eight years of experience and is proficient with CAD software such as AutoCAD, Fusion 360, Revit, and SolidWorks. Additionally, he has experience working with ASME Y14.5 standards and architectural and mechanical drawings. Matthew is a member of a local maker space where he teaches classes on the CAD program Fusion 360 on a volunteer basis.

#### Airport Layout Plan Update

*Kinston Regional Jetport, NC | CAD Technician*  
This project involved preparation of an Airport Layout Plan Update with Narrative Report for the Kinston Regional JetPort at the North Carolina Global TransPark (NCGTP). Project tasks included evaluation of the airport facility for conformance with FAA AC 150/5300-13A, Airport Design; evaluation of the known obstructions to the airspace to determine the impact to the Airport; determination of the current and future critical aircraft for the Airport; assisting the airport in supporting aviation demand within the region; evaluation of the airfield development options; and provision of an aeronautical obstruction survey in compliance with FAA AGIS policies.

#### Master Plan Update

*Kissimmee Gateway Airport, FL | CAD Technician*  
This Master Plan Update will document the changes that have occurred in the last 17 years, including full-length parallel taxiways on both runways, a new airport administration building, the straightening and widening of Hoagland Boulevard to the west, and the new Martin Luther King Boulevard and roundabout to the north. Most importantly, this Master Plan Update will provide planning for an airport welcoming Cirrus Aircraft and several related clients to the airport.



### Victor Styles | Construction Inspector

Victor Styles serves as a Construction Inspector and has over 30 years of industry experience. He was previously employed with Kinston Regional Jetport where he served as Maintenance Supervisor and Fire Chief Department Supervisor. Victor is experienced and skilled in maintaining and implementing solutions for airports to keep operations running smoothly.

#### FBO Apron Rehabilitation

*Clinton-Sampson County Airport, NC | Construction Inspector*  
The project included the removal of the existing apron asphalt, regrading the clay sand base, placing crushed aggregate base course, paving the NCDOT P-401 asphalt surface course, and the applying P-608 Emulsified Asphalt Seal Coat over the apron.

#### Runway 24 Obstruction Removal

*Clinton-Sampson County Airport, NC | Construction Inspector*  
This project comprised approximately 21-acres and included clearing and grubbing, erosion and sediment control, construction safety and phasing, and turf restoration.

## SUBCONSULTANT TEAM MEMBERS



**Office Location:** 2401 Brentwood Rd Ste 107, Raleigh, NC 27604-3686

Materials Services, Terracon provides timely, data-driven insights for projects spanning from ground to sky. Notably, the firm secured the #20 spot in ENR's Top 500 Design Firms in 2023, solidifying its position as a leading player in the industry.

Terracon's extensive team of professionals, encompassing engineers, architects, and industry specialists, ensures efficiency and risk mitigation in roofing, waterproofing, building enclosure consulting, and third-party testing. With a strong presence in North Carolina for over 20 years, Terracon's local experts, stationed across six offices, including Charlotte, Raleigh, and Greenville, NC, deliver comprehensive services backed by an in-house laboratory adhering to stringent quality standards. Armed with three drill rigs, Terracon maintains on-site readiness and adherence to project schedules.



**Office Location:** 8514 McAlpine Park Dr., Suite 295, Charlotte, NC 28211

For more than 28 years, **THC** has successfully provided land acquisition and relocation services for numerous clients throughout the United States, including municipal airports, Charlotte-Douglas International Airport, Piedmont Triad International Airport, Raleigh-Durham International Airport, Town of Knightdale, City of Mount Holly, Town of Huntersville, Town of Stallings, Town of Mooresville, City of Charlotte, Mecklenburg County, and North Carolina Department of Transportation (NCDOT). They have acquired a wide variety of right of way, obstruction easements, and land rights to include both partial and total acquisition of residential, commercial, and agricultural property. THC's experience includes assisting thousands of diverse businesses, property owners, and tenants with the relocation process while ensuring clients are in full compliance with local, state, and federal regulations. Rest assured; they have the expertise to provide real estate acquisition services for Clinton-Sampson County Airport. THC has been working continuously in the state of North Carolina for over 27 years. The firm's personnel have successfully acquired property rights and provided relocation services while ensuring that local, state, and federal regulations are followed to protect project funding. THC projects in North Carolina have ranged from a few parcels to large-scale acquisitions on various types of properties, including commercial, single, and multi-family dwellings, apartments, condominiums, mobile homes, churches, institutions, agricultural, and vacant parcels, as well as parcels obtained by donation.



**Office Location:** 219 Station Rd., Ste. 101, Wilmington, NC 28405

**WithersRavenel, Inc.** is a 100% Employee Stock Ownership Plan (ESOP) company, with more than 375 employee-owners who excel at providing a variety of engineering and consulting services for their clients. Founded in October 1983 as Withers & Ravenel, Inc., WithersRavenel is equipped with 39 years of serving a wide array of clients and projects through innovative and cost-effective solutions in North Carolina.

WithersRavenel provides fast, accurate, and reliable geomatics services. Automated digital data collection in the field combined with fully integrated workstations in the office ensures both speed and accuracy in every project they deliver. By integrating their geomatics services with all of the other planning and engineering disciplines that they offer, they provide the most efficient solutions for the real-world challenges that their clients face. Services include Subsurface Utility Engineering (SUE), Remote Sensing, Geographic Information Systems (GIS), Residential & Commercial Survey, and Survey Construction Services. Additionally, WithersRavenel recognizes the importance of addressing environmental impacts related to land development. Communities have concerns for the well-being of plant and animal life as well as human life, and increasingly complex government regulations have been created to address these concerns. To plan and build responsibly requires new strategies to build for the future, including protecting and sustaining precious natural resources. To accomplish this WithersRavenel provides the following environmental services: Environmental Assessments & Investigations, Wetland/Stream Delineations, Threatened & Endangered Species Surveys, NEPA, Environmental Assessments & CATEX, 404/401 Permitting, Phase I & Phase II Environmental Site Assessments, Brownfields, Remediation Services, and Monitoring Services.

# REFERENCES

Providing quality Professional Airport Engineering and Planning services requires a firm-wide dedication by the consultant. It requires a consultant willing to enter into a partnership with an airport to ensure the airport's needs are met, regardless of contractual obligations. AVCON excels at providing this enhanced level of service to clients. Below is a list of some of the entities in North Carolina for whom we are currently providing exceptional services.

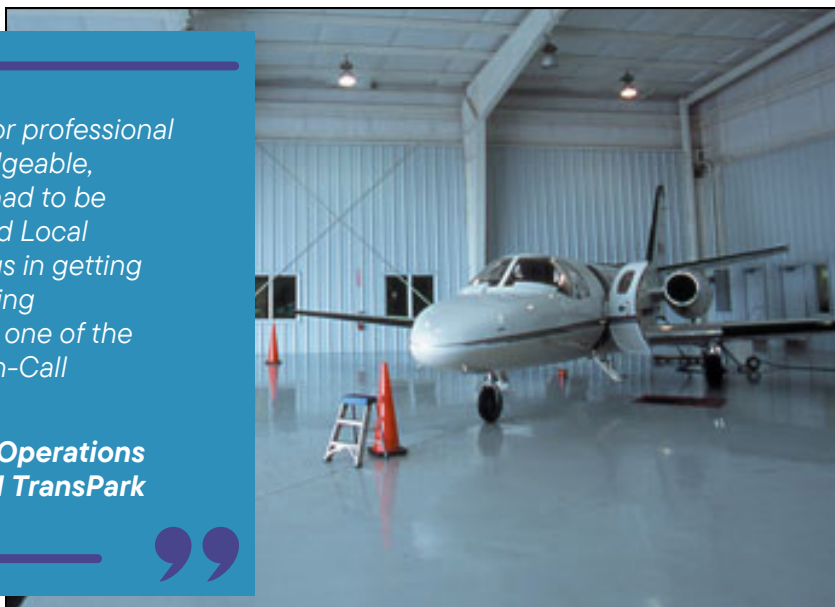
Client / Reference	Description of Services	Dates
<p><b>Eric Payne, Airport Director</b>                      Ashe County Airport                      639 Airport Road,                      Jefferson, NC 28640                      (336) 982-5144                      epayne@ashecountygov.com</p>	<p>AVCON has served as the General Consultant for Ashe County Airport since 2005 providing consulting, planning, conceptual engineering, environmental study, design, bidding, and construction phase services for various projects, including the Runway Extension; Airport Layout Plan Update; Runway, Taxiway, and Apron Strengthening; Perimeter/Security Fence; Fuel Farm Facility; Land Acquisition; SWPPP and SPCCP Plans; Partial Parallel Taxiway and Apron Expansion; and Obstruction Removal.</p>	<p>2005 - Ongoing</p>
<p><b>Mark Davidson, AAE, Airport Director</b>                      Smith Reynolds Airport                      (336) 767-6361                      mark.davidson@smithreynolds.org</p>	<p>AVCON has served as general consultant to Smith Reynolds Airport and Forsyth County since 2007 providing planning, design, and construction phase services on a variety of projects, including: Runway 15-33 Rehabilitation; Airfield Pavement Rehabilitation (Runway, Taxiways, and Apron); Airfield Drainage Improvements; Terminal Fencing; Taxiway Q Pre-design and Environmental Assessment; and Taxilane L and Apron Expansion.</p>	<p>2007 - Ongoing</p>
<p><b>Richard Barkes, Director of Airport Operations</b>                      North Carolina Global TransPark                      (252) 523-1351 ext. 309                      rbarkes@ncdot.gov</p>	<p>AVCON has served as a general consultant to the North Carolina Global TransPark Authority since 2008, providing planning, design, and construction phase services on a variety of projects including: South Cargo Apron; Taxiway Extension; Signage, and Fencing; Approach Clearing and Grading; and Updates to the Airport Certification Manual and Airport Security Program Manual.</p>	<p>2008 - Ongoing</p>

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*When we went through our last RFP for professional services we focused on wanting a knowledgeable, dependable, and reputable firm. The firm had to be knowledgeable in all the Federal, State, and Local policies, rules, and requirements to assist us in getting the wide variety of projects we were pursuing completed... AVCON's staff reputation was one of the items that helped us select them as our On-Call Consultant.*

**-Richard Barkes, Director of Airport Operations  
 North Carolina Global TransPark**

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## PROJECT EXECUTION

AVCON's approach and methodology to the development and execution of projects includes many facets and services in coordination with multiple individuals. The following five items are key components of our approach and methodology.

**Scoping:** AVCON will work with the County/Airport to understand the overall intent of the project and determine who the project team comprises (County, Airport Staff, NCDOA, FAA, funding agencies, and/or tenants, as applicable). AVCON will work with the project team to develop scopes of work and ensure that the overall design meets the intent and applicable requirements of the project.

**Design:** AVCON will work hand in hand with the project team throughout design to make certain the design meets the intent of the project. Through the development of design submittals, AVCON will highlight design progress, design challenges and alternatives, schedule updates, and estimates of construction. Along with the design submittals, design meetings will be held throughout the design phase to keep the project team updated on the progression of the project.

**Bidding:** AVCON will actively engage contractors through direct one on one communications and plan rooms to make the construction community aware of any upcoming projects. Once the project is issued for bid, AVCON will conduct a prebid meeting to outline the project requirements and intents, conduct a bid opening per North Carolina bid requirements and review all bids for compliance.

**Construction:** Upon approval of construction contracts, AVCON will provide Construction Phase Services based on the scope of work previously approved by the project team. AVCON will provide submittal reviews, weekly progress reports, daily progress reports (as applicable), and construction meetings. AVCON will ensure that the contractor meets the project's requirements and intent through inspection and construction oversight. Quantities and pay requests will be reviewed and approved by the contractor before submitting to the County for payment.

**Close Out:** AVCON will work in cooperation with the County/Airport and Contractor on the close out of the project. The close-out will include a final inspection, completion of any close-out requirements (including all applicable warranty items), submittal of all close-out documents as defined by the project specifications, and a one-year warranty walk-through.

## Value Engineering

AVCON has a long history of providing cost-effective designs and value analysis to ensure the highest return on investment of the client's infrastructure dollars. These designs have included the use of recycled materials, innovative solutions, and the elimination of costly project elements. However, the reduction in cost does not mean a reduction in project value but the use of scarce dollars in just the right places. Some examples of these ideas include the development of the slotted-drain top on box culverts to ensure effective drainage on commercial aprons – eliminating the use of costly aircraft-rated metal trench drains and providing improved long-term performance. This approach has been successfully utilized at Orlando Sanford International Airport (SFB) and Greenville-Spartanburg International Airport (GSP).

## Innovative Applications

AVCON continues to develop innovative applications for airport projects, such as:

- Advancing LED lighting;
- Initiating multiple bid schedules to provide maximum flexibility in bidding and funding;
- Spearheading cold-in-place recycling and Full-Depth Reclamation (FDR), including removal of cracked / oxidized asphalt pavement and restoration of base material as part of runway and taxiway rehabilitation strategies; and
- Integrating stress-absorbing membranes or fabric to minimize or eliminate reflective cracking in new pavement surfacing for routine asphalt overlays.

AVCON's expertise in airfield lighting is among the best in the nation. AVCON provides electrical design for primary power distribution and airfield lighting improvements. The firm has successfully designed and implemented over 10 million feet of cable, over 8,800 runway lights, over 21,000 taxiway lights, over 1,700 guard lights, over 2,800 signs, over 24 runway status lights, over 28 vaults, and over 74 wind cones. In addition, AVCON has also contributed to the review and development of various FAA advisory circulars and design guidelines.



*One example is the airfield lighting protection criteria AVCON has used which has resulted in reduced incidences of lightning strikes and damage to sensitive airport equipment. AVCON staff has also presented at several conferences and workshops on this topic.*

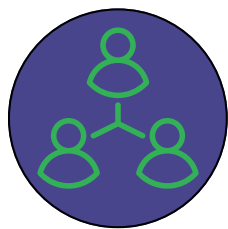
AVCON has been recognized for quality design and construction of its projects, and for the introduction of cost savings and new, innovative, and sustainable solutions used to create better, long-lasting design results on engineering projects. These solutions have included highly modified asphalt binders to reduce rutting, enhance asphalt fuel resistance, and increase pavement life; use of polyurethane injection foam to stabilize PCC slabs in aprons and other pavements; introduction of widespread LED lighting solutions for airfield designs; LED airfield signage using independent electrical circuits to eliminate lightning prone intensity controller panel boards; and use of junction can plaza designs to safely separate multiple lighting circuits.

## APPROACH AND METHODOLOGY

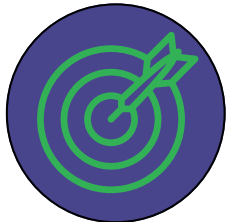
AVCON is a reliable and professional engineering and planning firm that offers a full range of services for airport projects. Our team of over 120 professionals is highly experienced, knowledgeable, and efficient in planning, designing, and managing airport projects. We specialize in administering the airport's funding program, performing high-quality engineering design, and managing bidding and construction services. Our focus and strength lie in providing exceptional general consulting services to airports throughout the Southeast.

### Philosophy of Service

AVCON and the entire AVCON Team are prepared to address any aspect of planning, design, or construction services as may be requested under this continuing services agreement. This section of the proposal provides a synopsis of the overall approach to serving as a continuing services consultant, from the philosophical approach to doing business, to the actual day-to-day services AVCON would propose to County/CTZ staff. The ongoing relationship of a continuing services consultant must be based on the highest levels of trust between the Owner and the Consultant. To provide a basis for understanding this service relationship, the following page showcases types of philosophical commitments that should be considered:



**AVCON will serve as an extension of Staff.** AVCON knows that the primary day-to-day responsibility of management relates to the ongoing operations of the airport and the needs of its tenants. To the extent requested, the team's role will be to support management in areas outside of these day-to-day responsibilities in identifying, orchestrating, and assisting in accomplishing Capital Improvements and other assigned projects.



As a continuing services consultant, **AVCON will create and maintain a unified and focused approach** not only to each project assignment but also to the overall cohesiveness of the entire array of airport development entrusted to the team. In addition, through AVCON's commitment to the construction quality assurance and the construction-monitoring phase of the firm's services, AVCON will ensure that each finally constructed project meets or exceeds the applicable design standards and the client expectations.



**AVCON is familiar with the requirements of on-call consultant services.** These include all aspects of purchase order assignments, reporting, financial controls, integrated construction phasing for multiple projects; and overall commitment to minimizing the impacts of construction and development on the day-to-day operations of the airport and adjacent facilities.



Lastly, by using a **Team Approach**, with multiple professionals, AVCON can commit to receiving and responding to inquiries from airport staff within 30 minutes. AVCON has an excellent track record of responsive service for all of the firm's clients. To ensure this capability, AVCON will have an overlapping matrix of primary and support personnel for tasks so that County/Airport Staff can always find assistance among the team members.

### Familiarity with Task Order/Addenda Agreements

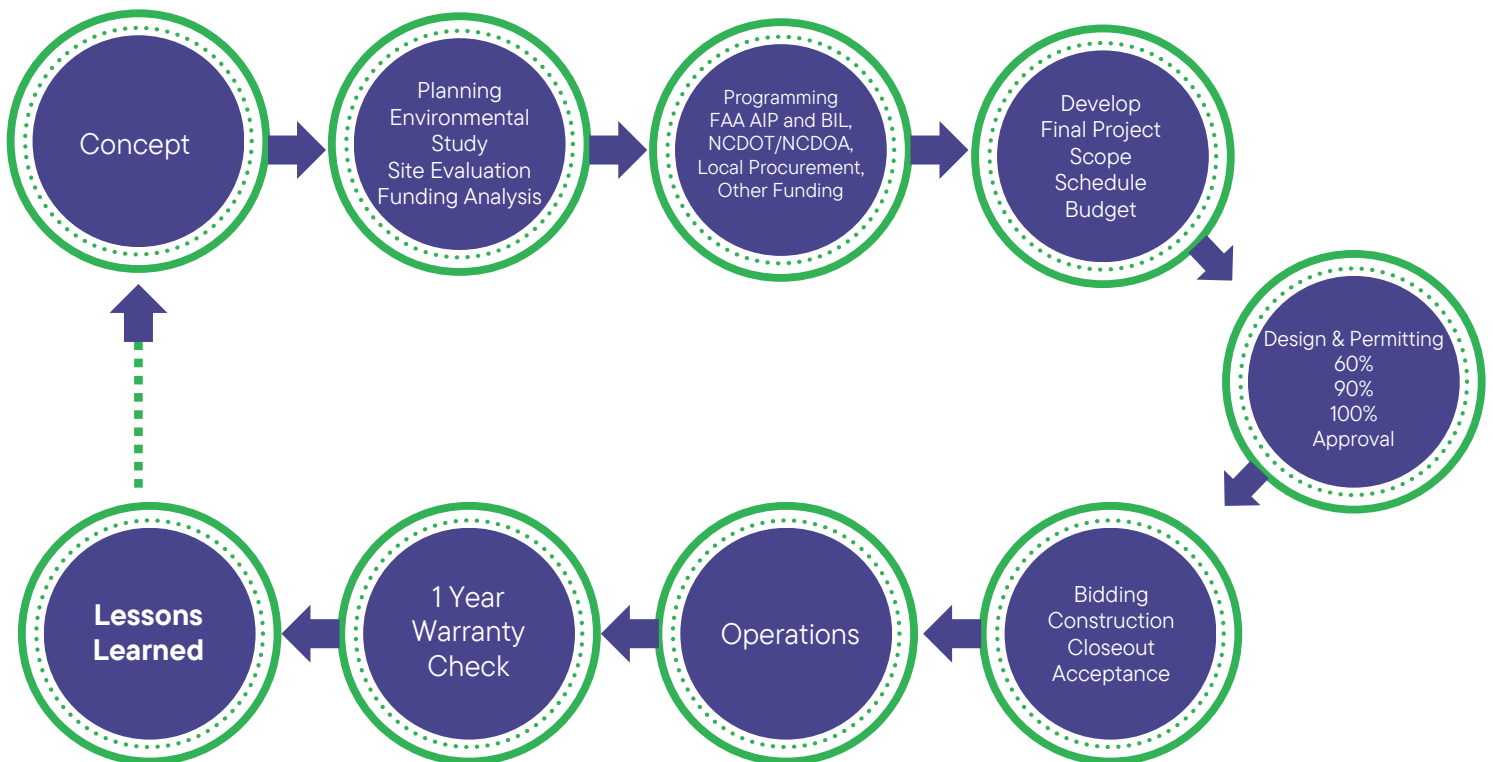
The graphic on the following page indicates the typical methodology for identifying and accomplishing Professional Airport Engineering and Planning services assignments. Although the approach varies among clients and tasks, this process closely resembles the step-by-step process for identifying and accomplishing the necessary tasks assigned under this agreement. Based on more than 450 previous assignments under continuing or general consultant roles over the past three decades, AVCON has developed the outline on the following page for undertaking continuing services agreements:



- 1** Finalize negotiation on Master Agreement
- 2** Receive/Respond to request for a service
- 3** Arrange a scoping meeting and identify project budget and funding
- 4** Coordinate and solicit proposal input from team members including potential MBE/DBE/SBE/VBE subconsultants
- 5** Develop proposed scope of work including intent, completion schedule, deliverables, and proposed startup for Owner concurrence
- 6** Prepare final scope of work, draft fee proposal and submit for approval to County Project Manager
- 7** Complete final task order with confirmed scope and negotiated fee
- 8** Establish task order schedule with County staff for performance
- 9** Designate and assign applicable planning, design or construction personnel for each task including subconsultants
- 10** Following receipt of NTP, proceed with the various tasks in accordance with the Task Order Agreement schedule

### Approach to Continuing Engineering Services

AVCON's approach to providing engineering services involves an initial consultation and programming phase with the City/County/Airport, during which they identify, quantify, and schedule each task to be completed based on demand from the staff, tenants, or other airport development needs. Each task is considered a distinct project assignment, and AVCON handles it from the initial planning and design phase to the bidding or procurement phase and finally through to the end of the construction phase. AVCON is dedicated to addressing each task with the utmost diligence and intensity and brings a common format to all project tasks to utilize funds in the best way possible. The diagram below illustrates AVCON's approach to the role of Engineering Consultant.



# UNDERSTANDING OF POTENTIAL PROJECT CHALLENGES

## Communication and Coordination

Project and client success includes early and frequent communication and coordination, based on complexity, schedule, location and type, operational impacts, and parties affected by the project. Through CTZ's direct interactions with Marty, he has shown that he believes in continuous interactions with his clients. Communication, coordination, and interactive exercises with CTZ staff will take on many facets and may include any or all of the following:

- Project scoping meetings with staff.
- Pre-design kick-off meetings with staff, City/County/Airport Personnel, agencies, and the AVCON team.
- Regularly scheduled conference calls with staff and the AVCON team.
- Regularly scheduled project meetings with staff and the AVCON team.
- Attendance at, and participation (when requested) in, regularly scheduled meetings.
- Project status reports and emails.
- Return phone call policy (usually within hours the same day or within 24 hours if out of town).
- Attendance and participation at special meetings with affected and interested agencies and parties.
- A commitment that the Principal of AVCON and key team firms will attend meetings regularly.
- Agendas will be prepared prior to, and notes prepared and distributed following each meeting and conference call.

## Maintaining Access through Construction Areas

AVCON boasts extensive experience in handling multi-phase construction projects where airport operations must maintain a continuity of high-quality service at all times. Understanding the complexities of working in an active airport environment, the design team at AVCON coordinates with each stakeholder affected by the project's implementation. This involves proactive outreach through one-on-one and group meetings, questionnaires, and surveys to comprehend their unique operations and requirements. Subsequently, AVCON documents the identified issues and devises logistics, phasing, and work-around options to ensure seamless operations for each stakeholder.

Throughout the design and construction phases, AVCON collaborates closely with contractors to implement logistical plans, which may involve restricted work hours and delivery times, to guarantee uninterrupted operations for passengers and airport owners. Given the dynamic and unique nature of airports, the team promptly addresses any issues that arise to minimize impacts and adhere to the construction schedule.

One example where this approach will serve CTZ will be for the rehabilitation of the apron pavement and taxilanes between the T-hangars. AVCON will work with all stakeholders to develop phasing plans that minimize impacts to each user, coordinate with contractors to develop construction plans that provide for the greatest quality construction and production, and coordinate early and often during construction so that all impacted tenants are aware of how this project will affect them.

## Understanding Local Markets

AVCON prides itself on understanding the role that local contractors and subcontractors play in the long-term development of airports. Having local, knowledgeable, and skilled craftsmen who are willing and able to serve airports is a challenge across the country. AVCON works directly with local contractors for each of our clients. We ensure that we know the "local guys", understand their skillset, and coordinate with them during the design of each project and before bidding to guarantee contractors are considered partners in the airport's growth.

## On-Time / In-Budget Performance

Planning and scheduling are essential elements in the implementation of controls on any project. From a budget perspective, AVCON takes pride in completing the project scope without requesting any additional fees over those authorized from the outset of the project. This has been demonstrated on our past assignments across the region, despite unforeseen conditions impacting projects, changes in scope due to permitting or other factors, etc. The thorough identification of an accurate program at the start of each design effort will ensure that the County/Airport minimizes or avoids entirely any surprises in professional fees or overall budget.

Our wide-ranging and in-depth experience in project construction also enables the firm to quickly assess any contractor claims during construction. AVCON's approach to each project includes complete construction administration support of the designers to the construction management and inspection team. There will be no loss of project understanding between design and construction administration staff. Using this approach regularly as part of the firm's history, AVCON has an excellent record of cost, scope, and scheduling control in project management throughout the design and construction processes.



For maintaining good budget control, methods applied by AVCON include:

- Staying in close communication with area contractors to keep informed of changes in material prices and market conditions;
- Implementing bid alternatives in our design documents to ensure that the County/Airport is afforded the flexibility to award work based on available funds;
- Delivering high-quality bidding documents that remove any guesswork and corresponding contingencies from the contractors' bids; and
- Working with the contractor in a team environment—while still enforcing responsibilities—to coordinate and eliminate potential construction problems before they develop.



In addition to budget controls, AVCON is proud of our record in meeting Owner-established schedules for design and construction. Each of our projects is completed within the original design and construction schedule, with rare exceptions. Exceptions to schedule compliance are limited to those only where a delay was warranted due to factors outside of AVCON's control (e.g. unforeseen conditions, federal permitting, inclement weather, etc.) and those specifically authorized by the Owner.

Schedule management is an essential element of the overall client communication effort and will be a focus of this contract. County/CTZ staff will be invited to attend regularly scheduled coordination meetings or teleconferences for project-related discussions so factors that may represent potential project delays can be addressed and resolved before adversely affecting the project schedule.

## AVCON TEAM COMMITMENT

### Workload

All members of the AVCON Team are prepared to bring forth the full resources necessary to provide timely, responsible, and cost-effective planning and design solutions to meet the engineering consulting needs of Sampson County and CTZ. Most members of the team have worked together on previous assignments at North Carolina Airports, and are experienced in task order services on airports with highly successful results.



#### Principal-in-Charge and Project Manager

**Commitment:** James and Marty understand the importance of the airport to the City, the County and the region. While James and Marty do oversee other clients, airports, and projects, They understand the County's commitment to CTZ and its importance to the community, and both will work with the City/County to prioritize and implement CTZ's goals and project initiatives.. James and Marty are committed to Sampson County and CTZ and will ensure, through proper scheduling and time management, that their workload can accommodate any requests/assignments from County/Airport staff.



#### Project Engineers and Support Staff Availability:

As projects are awarded, project engineers and support staff will be dedicated to each project based on their overall availability and the schedule of the project. AVCON is continually growing and expanding the firm's resources to include additional local staff and additional regional staff as well as partnering with subconsultants in a manner to ensure more man-hours are applied to projects as needed. AVCON guarantees that the firm's staff and the team's proposed key personnel will meet and exceed project staffing needs.



**AVCON IS A NATIONALLY CERTIFIED MINORITY BUSINESS ENTERPRISE (MBE) AND HISTORICALLY UNDERUTILIZED BUSINESS (HUB) AND BELIEVES IN SUPPORTING OUR SMALL AND DISADVANTAGED BUSINESS COMMUNITY**

### DBE/MBE/WBE Participation

As a nationally certified MBE firm, AVCON is an active proponent of advancing opportunities for DBE, Small Business, and M/WBE firms in its work efforts. AVCON has firsthand experience with the benefits of DBE outreach and mentoring. In 2017, AVCON attained a fiscally significant presence in the marketplace and "graduated" from the DBE program. During AVCON's time in the DBE program, the firm received a substantial transfer of technology, expertise, and hands-on experience from its corporate mentors, which allowed AVCON to grow and mature as a business.

From this background, AVCON has continued to seek out W/MBE and DBE firms and has continuously demonstrated the firm's commitment to achieving DBE and M/WBE participation in airport projects. In addition, AVCON has often gone to established local, DBE, Small Business, and M/WBE teammates to achieve or exceed project goals even when no goals exist.

AVCON commits to ensure that DBE's, Small Businesses, and M/WBE's will have the maximum opportunity to participate in the performance of tasks under this agreement.

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

**WHEREAS**, on April 1, 2024, Sampson County and The City of Clinton issued a request for qualifications (“RFQ”) to interested and qualified aviation consultants for engineering and planning services at the Clinton-Sampson County Airport (“CTZ”); and

**WHEREAS**, after reviewing the technical evaluations conducted by a committee appointed by the Clinton-Sampson County Airport Advisory Board and the recommendation of said Advisory Board, the Sampson County Board of Commissioners finds Avcon Engineers & Planners, Inc. (“AVCON”) to be the most qualified RFQ respondent, Parish and Partners of North Carolina, PLLC to be the second most qualified RFQ respondent, Delta Airport Consultants, Inc. to be the third most qualified RFQ respondent, and Makito Aviation to be the fourth most qualified RFQ respondent based on the criteria included in the RFQ; and

**WHEREAS**, the Sampson County Board of Commissioners wishes to authorize the County Manager to negotiate and execute a Master Agreement for an initial term of three (3) years with an option to renew for two (2) additional one (1) year periods with the most qualified RFQ respondent at a fair and reasonable price, and if a contract cannot be negotiated with the best qualified firm, to terminate negotiations with that firm and initiate negotiations with the next best qualified firm;

**NOW, THEREFORE, BE IT RESOLVED** that the County Manager is hereby authorized to negotiate and, with the concurrence of the County Attorney, execute a Master Agreement at a fair and reasonable price with AVCON, and if a contract cannot be negotiated with AVCON, to terminate negotiations with that firm and initiate negotiations with the next best qualified firm.

**ADOPTED**, this the 3rd day of June, 2024.

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

**ATTEST:**

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

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 4(c)

Meeting Date: June 3, 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
	<input type="checkbox"/>		<input type="checkbox"/>	

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**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, Notice of Intended Lease, Resolution Leasing Property, Rescue Contract

**BACKGROUND:**

Information was presented at last month's meeting regarding negotiations between Sampson County and Roseboro Rescue & EMS for the lease of a portion of County owned land. In consideration of leasing the property, 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.

**RECOMMENDED ACTION OR MOTION:**

Adopt a Resolution Approving the Lease of County Property to Roseboro Rescue and Directing the County Manager to Execute Any Instruments Necessary to Effectuate the Lease

**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.

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

**RESOLUTION**

**WHEREAS**, Sampson County (the “County”) and the Roseboro Rescue & EMS, Inc. (“Roseboro Rescue”) have, contingent upon the County taking title to the property described herein, agreed upon a lease, under which Roseboro Rescue will lease a portion of County owned land located at 400 E. Howard St., Roseboro, NC 28382 for a term of 10 years, beginning on July 1, 2024; and

**WHEREAS**, in consideration of leasing the property, Roseboro Rescue has agreed 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; and

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

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

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

The Board of Commissioners hereby approves lease of the County property described above to Roseboro Rescue for a term of 10 years, commencing on July 1, 2024 and ending on June 30, 2034, and directs the County Manager to execute any instruments necessary to effectuate the lease of property authorized hereby.

**ADOPTED**, this the 3<sup>rd</sup> day of June, 2024.

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

**ATTEST:**

---

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



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”);

W I T N E S S E T H:

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 31<sup>st</sup> of each year, the Contractor shall submit a proposed budget for the fiscal year beginning July 1<sup>st</sup> 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 15. NO THIRD-PARTY BENEFICIARIES.**

This Contract is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and this Contract shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

**SECTION 16. NON-ASSIGNMENT.**

This Contract may not be transferred, assigned, or subcontracted by the Contractor without the written consent of the County, which may be withheld in the County's sole and absolute discretion.

**SECTION 17. NON-WAIVER.**

Failure of the County to enforce any of the provisions of this Contract at any time, or to request performance by the Contractor pursuant to any of the provisions of this Contract at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Contract, or any part thereof, or the right of the County to enforce each and every provision.

**SECTION 18. NOTICES.**

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Contract shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving Party at the following address or such other address as the receiving Party may in writing designate:

If to the County:                      Richard Sauer  
Sampson County Department of Emergency Services  
530 Commerce St.  
Clinton, NC 28328

With a copy to:                      David Clack  
Sampson County Finance Director  
406 County Complex Rd., Bldg. C  
Clinton, NC 28328

If to the Contractor:  
by U.S.P.S.                              Chair, Board of Directors  
P.O. Box 891  
Roseboro, NC 28382

If to the Contractor:  
by Overnight Courier                      Chair, Board of Directors  
400 E. Howard St.  
Roseboro, NC 28382

**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.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 5

Meeting Date: June 3, 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

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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 - Mr. Clark Honeycutt has resigned from the CVB Board, leaving a vacant position with a term that does not expire until June 30, 2025. The CVB Board recommends that Summerlyn Faircloth be appointed to fill this vacancy.

Library Board - Ms. Oneta Manuel resigned from the Library Board in March 2024. The Library Director recommends that Ms. Leslie Seals be appointed to fill this vacant position.



May 13, 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 Sampson County Convention & Visitors Bureau's Board of Director, Mr. Clark Honeycutt sent his resignation and advised that his current schedule and duties does not allow him to attend the CVB Board meetings; therefore, with his resignation, leaves a position term on the board that will not expire until June 30, 2025. The CVB Board would like to recommend the following person to fill his position.

**Summerlyn Faircloth** – Summerlyn has been the Career Coordinator for Lakewood High for the past 17 years. She holds a BA in Business Mgt and is certified in Family & Consumer Science. She has taught career development such as workplace communications, being responsible and mental health. Summerlyn instructs and assists students who need to obtain Food Handler/Mgt certificates. She also coordinates and places student interns in needed businesses. Summerlyn is a certified special education teacher, and taught SE for 4 years at Union Middle School. She owns a successful real estate company in Sampson. Summerlyn also serves on the Western Commerce Group Board. She is a tourism advocate.

Below is the contact information offered for consideration:

Ms. Summerlyn Faircloth  
1186 Hitching Post Road  
Roseboro, NC 28382  
Cell: 910-990-7070  
Email: [summerlynfaircloth@gmail.com](mailto:summerlynfaircloth@gmail.com)  
(She would be serving the unexpired term of Mr. Clark Honeycutt)

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".

Sheila G Barefoot  
Director, Sampson County Tourism

## Sheila Barefoot

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**From:** Clark Honeycutt <clarkatvinnys@gmail.com>  
**Sent:** Thursday, May 9, 2024 6:56 PM  
**To:** Sheila Barefoot  
**Subject:** Re: Phone Call with Roland Hall

Hello Sheila. I regrettably will resign from the CVB board effective immediately. I have taken a part time job out of town, and I'm unable to fulfill my obligation to the board. I have thoroughly enjoyed getting to know everyone and appreciate the job this board does for Sampson County. Thank you all respectively Clark Honeycutt.

On Thu, May 9, 2024 at 1:34 PM Sheila Barefoot <[sbarefoot@visitsampsonnc.com](mailto:sbarefoot@visitsampsonnc.com)> wrote:

Clark, if you can get this to me by tomorrow, I can try and get this to the BOC meeting for June deadline.

Thanks.

Sheila

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**From:** Sheila Barefoot  
**Sent:** Wednesday, May 8, 2024 12:11 PM  
**To:** 'Clark Honeycutt' <[clarkatvinnys@gmail.com](mailto:clarkatvinnys@gmail.com)>  
**Cc:** Roland Hall <[rolandhall930@outlook.com](mailto:rolandhall930@outlook.com)>  
**Subject:** Phone Call with Roland Hall

Mr. Clark

I understand by Mr. Roland that he spoke with you about your position on the board. I certainly understand you working out of town has caused you not to be able to be more active on the CVB Board.

I also understand that you are willing to resign and allow Ms. Summerlyn Faircloth to assume your role.

With that being said, could you please send me a quick email resigning from the CVB Board. It does not have to be long, just a simple resignation.

If you can get this to me asap, I will continue to get your position appointed to Ms. Faircloth.

Thanking you in advance.

Sincerely

Sheila



Sheila G. Barefoot

**Executive Director, Sampson County Tourism**

P: 910-592-2557 E: [sbarefoot@visitsampsonnc.com](mailto:sbarefoot@visitsampsonnc.com)

[414 Warsaw Road, Clinton, NC 28328](http://414WarsawRoad,Clinton,NC28328) [www.visitsampsonnc.com](http://www.visitsampsonnc.com)



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# Memo

**To:** Sampson County Board of Commissioners  
**From:** Kelsey Edwards, Library Director  
**CC:** Ed Causey, County Manager & Stephanie Shannon, Clerk to the Board  
**Date:** Thursday, May 23, 2024  
**Re:** Library Board Appointment

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I request the Board of Commissioners appoint a new Library Board member to replace Ms. Oneta Manuel. Ms. Manuel resigned from the library board in March 2024. I thank Ms. Manuel 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. Manuel. My recommendation is to appoint Ms. Leslie Seals. Ms. Seals is a resident of Clinton.

Thank you for your assistance with this.



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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.      6

Meeting Date:    June 3, 2024

Information Only  
 Report/Presentation  
 Action Item  
 Consent Agenda

Public Comment  
 Closed Session  
 Planning/Zoning  
 Water District Issue

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**SUBJECT:**                      Consent Agenda  
**DEPARTMENT:**              Administration/Multiple Departments

**ITEM DESCRIPTIONS/ATTACHMENTS:**

**(as Board of Commissioners)**

- a. Approve the minutes of the May 6, 2024 and May 20, 2024 meetings
- b. Adopt a Resolution Requesting that the Division of Highways Review and Take Over Highway Maintenance of Goose Creek Circle
- c. Adopt a Resolution Authorizing the Exchange of Properties between Sampson County Water and Sewer District II and The City of Clinton and authorize the Board Chair to execute the appropriate instruments necessary to carry out the exchange
- d. Authorize amendments to the Contract for Audit Services for FY ending 6/30/2023
- e. Approve Project Ordinances necessary to implement various projects approved by the State for Sampson County
- f. Declare the service weapon (Sig Sauer P226 pistol, serial number 58H039965) used by Bobby Smith as surplus and transfer the weapon to the retiring employee
- g. Approve tax refunds and releases as submitted
- h. Approve budget amendments as submitted

**(as Board of Health)**

- i. Approve the SCHD HIPAA Privacy Policy and Procedures Manual
- j. Approve the SCHD Health Advisory Committee Operation Policy and Procedures - No Changes
- k. Approve the SCHD Health Advisory Committee Conflict of Interest Policy and Procedures - No Changes
- l. Approve the Board of Health Operating Policy and Procedures - No Changes
- m. Approve the SCHD FISCAL Services Policy and Procedures
- n. Appoint the following individuals to the Child Fatality Prevention Team
  - Highway Patrol Officer - Kevin Pearson
  - Parent of a child who died prior to eighteenth birthday - Sara Rosario

**RECOMMENDED ACTION OR MOTION:**

Motion to approve Consent Agenda as presented

The Sampson County Board of Commissioners reconvened in the Administrative Board Room, 406 County Complex Road, in Clinton, North Carolina on Monday, May 6, 2024 at 4:30 p.m. Members present: Chairman Jerol Kivett, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin and Lethia Lee. Members absent: Commissioner Allen McLamb.

### **Web Development Presentation**

Chairman Kivett called the meeting to order and turned the meeting over to the Web Development Team. The team, comprised of Brandon Wiggins, Katie Daugherty, Jean Ko, and Chris Rayner, then presented the Board with information regarding the overhaul of the County website and their rebranding efforts. Upon a motion made and duly seconded, the Board voted unanimously to adjourn.

### **Regular Meeting**

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, May 6, 2024, in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairperson Sue Lee, Vice Chairperson Jerol Kivett, 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. Commissioner Lethia Lee provided the invocation and Vice Chairperson Sue Lee led the Pledge of Allegiance.

### **Approval of Agenda**

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

- Moved Item 6 (Closed Session) to the end of the meeting, making it Item 8.

### **Item 1: Reports & Presentations**

Employee Recognition – Jean Ko Chairman Kivett called upon Projects and Communications Specialist/Public Information Officer Jean Ko and presented her with a certificate of completion for the UNC School of Government’s Municipal and County Administration Course. 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. 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. Chairman Kivett congratulated Ms. Ko for her dedication, outstanding performance, and successful completion of this program.

NCDOT Update Chairman Kivett called upon NCDOT Engineer Daniel Jones who provided an update on current and ongoing projects within the County. Mr. Jones also introduced Lance Eason who serves as the Highway Maintenance Engineer for Division 3. Mr. Eason expressed his excitement about working with the Board and making Sampson County a better place.

Trillium Health Resources Annual Report Chairman Kivett called upon Victoria Jackson, Regional Vice President of Trillium Health Resources. Ms. Jackson provided an update on services offered and rendered in Sampson County. 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.

Update on Sale of County Property and Upset Bid Process Chairman Kivett called upon Finance Officer David Clack who informed the Board that the County received 7 eligible bids for the property located at 107 Underwood Street. Mr. Clack added that the highest of those bids was \$50,000 and the County has advertised the new minimum bid of \$53,550 with a bid opening date of May 7. Mr. Clack also stated that two bids have been received thus far.

**Item 2:           Planning & Zoning**

Delmore Acres Section II Preliminary Plan Approval Chairman Kivett called upon Senior Planner Michelle Lance who presented the Preliminary Plan for Delmore Acres Section II which proposes 12 single family lots being created. The Planning Board voted unanimously at its April 9, 2024 meeting to recommend approval of the preliminary plan. Staff recommends approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance. Upon a motion by Commissioner McLamb and seconded by Commissioner Godwin the Board voted unanimously to approve the plan as recommended by the Planning Board.

Trinity Place Preliminary Plan Approval Ms. Lance also presented the Preliminary Plan for Trinity Place which proposes 22 single family lots being created. The Planning Board voted unanimously at its April 9, 2024 meeting to recommend approval of the preliminary plan. Staff recommends approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance. Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin the Board voted unanimously to approve the plan as recommended by the Planning Board.

**Item 3:           Action Items**

Scheduling of Fiscal Year 2024-2025 Budget Presentation Chairman Kivett called upon County Manager Ed Causey who recommended that the Board schedule the annual Budget Presentation for Monday, May 20, 2024 at 6:00 p.m. Upon a motion by Chairman Kivett and seconded by Vice Chairperson Sue Lee the Board voted unanimously to hold the Fiscal Year 2024-2025 Budget Presentation on Monday, May 20, 2024 at 6:00 p.m. in the County Auditorium.

Newton Grove EMS Building Lease/Transfer Chairman Kivett called upon County Manager Ed Causey who explained that the Newton Grove Rescue Squad was dissolved several years ago and that the building was given to the town. The town has expressed that it would

like for the County to continue to provide Rescue and EMS Services while utilizing the existing building. Mr. Causey presented a lease with a twenty-year term and a stipulation that the County make certain improvements to the property at a cost of \$150,000. Upon a motion by Commissioner McLamb and seconded by Commissioner Godwin, the Board voted unanimously to authorize the execution of a Lease Agreement and all related documents between Sampson County and the Town of Newton Grove with the understanding that there will be a \$150,000 expenditure of funds for repairs and improvements of the property. (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

Roseboro Rescue Lease and Contract for Dive Rescue and Recovery Services Chairman Kivett called on County Manager Ed Causey who explained that negotiations have been made between Sampson County and Roseboro Rescue & EMS regarding the lease of a portion of County owned land, and in consideration of leasing the property, 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. Upon a motion by Commissioner Godwin and seconded by Commissioner Lethia Lee the Board voted unanimously to adopt a Resolution Authorizing the County Manager to Execute a Dive Rescue and Recovery Services Contract with Roseboro Rescue and EMS and to approve the \$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. (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

**Item 4: Board Appointments**

CVB Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin the Board voted unanimously to appoint Wally Bashlor, Dana Horne, and Wendy Dorman to serve on the Convention and Visitors Bureau and to appoint Wally Bashlor as the Board Chair for fiscal year 2024-2025.

Library Board Upon a motion by Vice Chairperson Sue Lee and seconded by Chairman Kivett the Board voted unanimously to appoint Jessica Martin to serve on the Library 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:

- a. Approved the minutes of the April 8, 2024 meeting (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- b. Approved revisions to the 2023-2024 Home and Community Care Block Grant funding plan

- c. Adopted a Resolution Authorizing the Sale Via Sealed Bid and Moving of the Old Animal Shelter Office Building pursuant to the procedures outlined in G.S. § 160A-268 (Copy filed in Inc. Minute Book \_\_\_\_, Page \_\_\_\_.)
- d. Authorized the execution of a Contract for Veterinary Services between Sampson County and William C. Oglesby, Jr., D.V.M. (Copy filed in Inc. Minute Book \_\_\_\_, Page \_\_\_\_.)
- e. Authorized 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. (Copy filed in Inc. Minute Book \_\_\_\_, Page \_\_\_\_.)
- f. Adopted 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 (Copy filed in Inc. Minute Book \_\_\_\_, Page \_\_\_\_.)
- g. Adopted 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 (Copy filed in Inc. Minute Book \_\_\_\_, Page \_\_\_\_.)
- h. Adopted a Proclamation Recognizing May 2024 as Small Business Month (Copy filed in Inc. Minute Book \_\_\_\_, Page \_\_\_\_.)
- i. Adopted a Resolution Declaring Items as Surplus and Directing Staff to Dispose of Them at Auction (Copy filed in Inc. Minute Book \_\_\_\_, Page \_\_\_\_.)
- j. Approved a late property tax exemption request for Iglesia Casa Del Alfarero CDA, Inc.
- k. Approved budget amendments as submitted
- l. Approved tax refunds and releases as submitted

**Item 6: County Manager’s Report**

Chairman Kivett called upon County Manager Ed Causey who discussed the vacant County Attorney position and the opportunity to hire a full-time County Attorney. Mr. Causey discussed the option of having County Staff screen applicants before a full-board interview. Upon a motion by Commissioner McLamb and seconded by Commissioner Godwin the Board voted unanimously to hire a full-time County Attorney. Upon a motion by Vice Chairperson Sue Lee and seconded by Commissioner Godwin the Board voted unanimously to direct County Staff to screen applicants and make recommendations on the most qualified and suitable candidates before a full-board interview.

## Item 7: Public Comment Period

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

Elaine F.Hunt – “Good evening. My name is Elaine F. Hunt. I reside at 7171 Old Warsaw Road, Turkey, North Carolina and I’ve been coming before you for now over two years. Last month we left a little more relieved because I felt like you did hear me when I’ve been speaking, but since last month up until this month I haven’t received any comments for a follow-up and I’ve gotten in touch with some. But we want to know, we want to stay abreast of what’s happening with the water on Old Warsaw Road. I received a call and someone asked and I wasn’t for sure did you all...and I know you can’t answer questions...we’re thinking you said Old Warsaw Road was next in line for County Water. (Mr. Causey then explained that special funding has been requested for this area from Senator Jackson’s office.) That’s why I’m here tonight. To get an update and I probably will return next month and next month and next month after until we have the end result of County Water. I appreciate what you’re doing, but just look forward if God allows me to come back next month to get another update. Thank you.”

Sandra Carroll – “Thank you, I’ve just got something briefly that I want to say. I want to thank you for still having prayer before you have your meetings and thank you for saying the pledge to this flag. These are two freedoms we hope will never be taken away from us. Now, stay seated, I’m here just to thank you. Not to complain about a thing. I’m an elected official. I can count on these fingers right here how many times somebody has thanked me. You work 24/7, and I don’t care what anybody says, you work 24/7 and we do too on education. I just want to thank you for all you do. I want to thank you for what you do for Sampson County Schools and I’d also like to thank you for what you do for Sampson Community College. And again, I thank every one of you. And, Joel Starling, we’re going to miss you. Thank you.”

Anthony Monds – “Good evening. I’m back. Well, mine not be as gracious but it’s still in the same vein. I don’t, um, I know what I want to say but I’ve got to be tactful about this. I don’t, um, I don’t know if this elected board, as it currently sits, really understand the vein of what’s really going on with its constituents. It’s a shame that people have to come and beg and plead every month for the same thing and just to get an answer saying you’re on the list. So, my thing is this, is that we constituents have made things personal. You, as a board, since I’ve been coming, you have taken things personally. There’s a difference. The difference is this: when I make something personal, it’s personal to me as it has affected me. Such as buzzards eating people’s roofs. Such as dirty water. People on dialysis catching cancer and so on and so forth. Me with my issue, and I’m not going to discuss it but you know what it is. So when people bring things to you they have made it personal because it has affected them. And in turn when they bring those issues to you, you as a board have taken it personal therefore you have jumped in your feelings and in your flesh and you oftentimes retaliate, or you become numb or callous or cold and do not do anything. Now, one thing I can do as the lady that just left here, I do thank you for this. I do thank you as a board of bringing the citizens of Sampson County together regardless of our socioeconomic status, our ethnicity, our religious beliefs, our political affiliations or what have you. You have successfully united us as one for a common goal and that is to hold you all accountable, to hold you all to what you said you would do, could do and reinforcing the fact of what you said that you would do. We as your constituents have voted you in. We expect results. If those results do not come to fruition as a democracy, we can and

we will vote you out. And so don't take this personal. I've made this personal because there's things that have affected me. Others have made things personal because it has affected them. So do not take this personal. If you take it personal you do not need to be serving in the capacity in which you are serving. So, going forward, prayerfully, hopefully the next sitting board will be more astute as to what we as the constituents of Sampson County need. Y'all definitely have a blessed night. It's been a pleasure."

Patrick Blanchard – "Good evening. My name is Patrick Blanchard. I'm the president of Mingo Grange. I have a few members from the grange behind me in the crowd tonight and we have voted on and approved the following resolution regarding the tax revaluation:

'Whereas the state of North Carolina has mandated a new cycle of property reevaluation to every four years;  
Whereas the County of Sampson has proposed its new property values to the citizenry;  
Whereas the rates in many cases have nearly doubled;  
Whereas the citizens will face an indirect increase in tax burden without the raising of the tax rate;  
Whereas our taxes almost never go down and the quality of services to the townships never seems to truly improve; now, therefore, be it resolved, that the Mingo Grange:

1. Let it be known, that we, the members of the Mingo Grange have a love for our homes and our rural way of life. That we have made choices and sacrifices to remain in the home of our grandfathers and furthermore, wish to preserve our homes and hearths for future generations of our families;
2. The Grange urges the Board of Commissioners to seriously consider the reduction of the tax rate to help offset the burden of rural property owners who no longer actively farm their ancestral lands but in an effort to maintain these heirlooms must rent out to produce funds for payment of said taxes and insurance;
3. We urge the Commissioners to seek ways to provide the basic infrastructure that is necessary for public health and safety and at the same time cut from the budget all items that do not improve the situation of all citizens;
4. We urge the Commissioners to work in harmony with the citizens of this county in order to find solutions to the issues we face and in that regard we offer whatever assistance we can provide to help make our home better;
5. We urge the Commissioners to make hard decisions in order to help us keep our farms and forests, whilst remembering that the government that governs least, governs best. People seek to move here to escape the urban and suburban landscapes that have become unbearable elsewhere and we simply ask for an opportunity to maintain the rural and simple lifestyle we were taught to love.'

Thank you."

Chief Ken Jackson – "Good evening. Thank you for the recognition while ago. My name is Ken Jackson. I represent the Sampson County Fire Association. I'm also the fire chief at Plain View Volunteer Fire Department. We know it's budget year. We all deal with this every year. With this budget year has come the valuations and there has been some talk with the County Manager between Jim and myself and the possibility of cutting our fire taxes has been mentioned. Every guy standing on this wall tonight is representative of every fire department in Sampson County. They're here tonight to request that you do not cut our fire tax. Every fire district in Sampson County's tax is set up by the people in that district. It's not by us. It's voted on by them, it's carried to our Board of Directors, and then it's brought to you for okay. Some of us are at \$0.10, some of us are at \$0.07, some of us are \$0.075. We can't take a tax, we can't cut our tax rate. We've worked hard to get it. I understand the valuation made a difference. But these tax rates, some of us have come before the fire commission for these tax rates in order to man our stations so that the folks in Sampson County will get adequate fire protection twenty-four hours a day. Volunteers do it at night, those guys that we pay to do it, do it during the day. There's equipment

needs. We still have departments that are struggling. If we cut their tax rate we're going to end up right back in this process again asking for that money back because we don't have an evaluation every year. So, we're asking as an association, for the Commissioners, for the County Manager to come up with a plan not to cut our tax rate for this budget year. Thank you."

Bruce McLamb - "Every one of you is new except Mrs. Lee. I know her. I'm a retired volunteer fire department employee. Worked over twenty years with the fire department. I now draw \$170 a month from that, but the day of volunteer fire departments is over. We cannot maintain our status to have our homeowners have lower house insurance by not having all volunteer because people work. You just can't do it. You're going to have to go part time at least to have a response time that's satisfactory to the state to keep our homeowners low. If you ask in your district, each one of you, ask if they want to have, say ours, Taylor's Bridge is \$0.10. Ask the man does he want to pay that same \$0.10 on the increase to keep his house rates down. Every one of them is going to tell you yes. So you don't need to mess with that rate. You need to keep it the same because cost of the fire department equipment in the twenty years that I've been in there, most of it's doubled. Some of it's tripled. To get a fire truck now...\$850,000. People don't even make that much and it takes three years to get it. So you don't need to cut that \$0.10. Thank you."

Chief Alan Williams - "I'm Chief Alan Williams representing Taylor's Bridge Fire Department and I'm also the County Fire Chief. I echo what Chief Jackson said. That's why we're all here tonight. I had asked Mr. Causey at a Fire Commission meeting why our proposed budget this year the revenue didn't increase but only 3%, he said, 'well we'll just cut the fire tax and make it match.' Well, since that time the term 'revenue neutral', I believe that's the term we're using now. It will not work. You see all these volunteers standing around back here? There's less than 1% of the population of Sampson County serves as volunteer firefighters. Less than 1%. If you didn't have the volunteer firefighters, it would cost this county somewhere between \$13 million - \$19 million a year just in payroll. You'd have to hire 176 new County Employees to do what we do, all of us for free. We don't mind that. Taylor's Bridge responded to six calls Saturday afternoon. We came to a house fire in Clinton, left there and went to a woods fire over off Bass Lake Road, had three motor vehicle accidents that night and provided a lift assist with EMS. All for free. All we're asking is leave the fire tax where it is. We came before you, it was approved by our township, they're in support of it, our Board of Commissioners is in support of it. There's a thirty-three-year-old truck sitting right outside if you want to go look at it after the meeting. That truck runs from Halls to Ivanhoe. That is our first out mutual aid engine. It hauls two firefighters. We don't want to throw that truck away. We want to repurpose that truck. We want to move it down towards Delway, maybe pick up part of Duplin County in the process to serve those citizens down there that are still outside of a district, but it's going to cost \$850,000 to replace that truck and put a new one in there. We got a 0% interest loan. Ten-year loan. We're just asking you to leave our fire tax alone. Thank you."



**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 Commissioner McLamb and seconded by Vice Chairperson Sue Lee, the Board voted unanimously to Recess to Reconvene on Monday, May 20, 2023 at 6:00 p.m. in the County Auditorium.

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R. Jerol Kivett, Chairman

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Stephanie P. Shannon, Clerk to the Board

The Sampson County Board of Commissioners convened for a recessed meeting at 6:00 p.m. on Monday, May 20, 2023, in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Jerol Kivett, Vice Chairperson Sue Lee, and Commissioners Lethia Lee, and Allen McLamb. Members absent: Commissioner Thaddeus Godwin.

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

**Presentation of Budget Message for Fiscal Year 2024-2025**

Chairman Kivett called upon County Manager Ed Causey who presented the Budget Message for FY 2024-2025. A full copy of the Budget Message and the Proposed Budget for FY 2024-2025 is on file in the office of the Clerk to the Board. This information was also made available to the public via Facebook and the County Website.

**Recess to Reconvene**

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner McLamb, the Board voted unanimously to Recess to Reconvene on Wednesday, May 29, 2024 at 11:00 a.m. at the Sampson County Cooperative Extension Office.

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R. Jerol Kivett, Chairman

---

Stephanie P. Shannon, Clerk to the Board

**North Carolina Department of Transportation  
Division of Highways  
Request for Addition to State Maintained Secondary Road System**

North Carolina

County:   Sampson  

Road Description:   Goose Creek Circle off Hawley Road. Dunn, NC  

---

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of   Sampson   requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of   Sampson   that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

**CERTIFICATE**

The foregoing resolution was duly adopted by the Board of Commissioners of the County of   Sampson   at a meeting on the   3rd   day of   June  , 20  24  .

WITNESS my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Official Seal**

Clerk, Board of Commissioners  
County: \_\_\_\_\_

**PLEASE NOTE:**

**Forward direct with request to the Division Engineer, Division of Highways**

PUBLIC NOTICE  
EXCHANGE OF PROPERTY

Pursuant to N.C. Gen. Stat. §§ 153A-176 and 160A-271, the Board of Commissioners of Sampson County, on behalf of Sampson County and Sampson County Water and Sewer District II, states its intention to authorize the exchange of certain county-owned property for certain property of The City of Clinton.

The property of the county and the water and sewer district is approximately 1,800 ft. of 12 in. water line located from the vault near 300 Faison Hwy. to the vault at the intersection of Faison Hwy. and Pugh Rd. The water line is valued at \$85,000. The property to be acquired by the county and the water and sewer district is approximately 1,100 ft. of 12 in. city water line located from the vault near 2738 N. US 421 Hwy. to the vault on Nathan Dudley Rd. The property is valued at \$85,000. The exchange will be an even trade.

All persons interested in this exchange are invited to attend the meeting of the Sampson County Board of Commissioners to be held in the County Auditorium, 435 Rowan Rd., Building A, Clinton, NC 28328, at 6:00 P.M., on Monday, May 6, 2024. At that time the board intends to authorize the exchange of the properties described above.

**RESOLUTION OF THE SAMPSON COUNTY BOARD OF COMMISSIONERS  
AUTHORIZING EXCHANGE OF PROPERTY**

**WHEREAS**, Sampson County and Sampson County Water and Sewer District II own approximately 1,800 ft. of 12 in. water line located from the vault near 300 Faison Hwy. to the vault at the intersection of Faison Hwy. and Pugh Rd., valued at \$85,000; and

**WHEREAS**, The City of Clinton owns approximately 1,100 ft. of 12 in. water line located from the vault near 2738 N. US 421 Hwy. to the vault on Nathan Dudley Rd., valued at \$85,000; and

**WHEREAS**, the County and Water and Sewer District and The City of Clinton wish to make an even exchange of the described property; and

**WHEREAS**, N.C. Gen. Stat. §§ 153A-176 and 160A-271 authorize the County to make such an exchange if authorized by the Board of Commissioners by a resolution adopted at a regular meeting of the Board upon at least 10 days' public notice; and

**WHEREAS**, the County has given the required public notice, and the Board is convened in a regular meeting.

**THEREFORE, THE BOARD OF COMMISSIONERS RESOLVES THAT:**

1. The exchange of properties described above is authorized.
2. The appropriate county officials are directed to execute the appropriate instruments necessary to carry out the exchange.

**ADOPTED** the 3<sup>rd</sup> day of June, 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

**PROPERTY EXCHANGE AGREEMENT**

COUNTY OF SAMPSON

THIS PROPERTY EXCHANGE AGREEMENT (“Agreement”) is made and entered into the \_\_\_\_ day of June, 2024 by and between SAMPSON COUNTY and SAMPSON COUNTY WATER AND SEWER DISTRICT II (collectively, the “County”) and THE CITY OF CLINTON (the “City”). The County and the City may also be referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, N.C. Gen. Stat. § 160A-271 authorizes North Carolina counties and cities to exchange property by private negotiation if the unit of local government receives full and fair consideration in exchange for its property; and

WHEREAS, the County and the City desire to exchange with one another the property described in this Agreement upon the terms and conditions set forth herein; and

WHEREAS, the governing boards of the County and the City have respectively determined that the property to be exchanged under this Agreement will be an even trade and that each respective unit of local government is receiving full and fair consideration for its property;

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

**Section 1. Property Exchange.**

(a) The County owns approximately 1,800 ft. of 12 in. water line located from the vault near 300 Faison Hwy. to the vault at the intersection of Faison Hwy. and Pugh Rd., which is valued at \$85,000, along with such easements and rights of way as may be a matter of record with respect to the water line, if any.

(b) The City owns approximately 1,100 ft. of 12 in. water line located from the vault near 2738 N. US 421 Hwy. to the vault on Nathan Dudley Rd., which is valued at \$85,000, along with such easements and rights of way as may be a matter of record with respect to the water line, if any.

(c) Subject to the terms and conditions of this Agreement, the Parties agree to exchange their respective water line, as well as any easements and rights of way that each Party may possess in connection with their respective water line. The consideration provided by each Party to the other shall be the simultaneous transfer of their respective water lines and easement rights to one another pursuant to this Agreement.

**Section 2. Cooperation.**

Each Party agrees to take such action and execute such documents as are reasonably necessary to enable the other party to use the property it acquires under this Agreement for the purpose of transmitting potable water.

**Section 3. Property Condition.**

Except as specifically warranted in Section 4 below, neither Party warrants the physical condition of the property being exchanged by that Party or the validity of any easement rights transferred hereunder. All property is being transferred “as-is” and with all faults.

**Section 4. Warranties.**

(a) Each Party warrants that it is the owner of the water lines to be exchanged under this Agreement and has the full right, power, and authority to execute, deliver and perform this Agreement.

(b) There are no unpaid bills for labor or materials with respect to the water line or any taxes, charges, or assessments that would constitute a lien against the property.

**Section 5. Other Terms and Conditions.**

This Agreement is the entire agreement between the County and the City concerning the exchange of the property and no modification hereof is effective unless it is in writing and signed by the Parties. This Agreement shall be binding and inure to the benefit of County and the City and their respective heirs, representatives, successors, and assigns.

EXECUTED as of the day and year first written above.

ATTEST:

\_\_\_\_\_  
R. Jerol Kivett, Chairman,  
Sampson County Board of Commissioners

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

ATTEST:

\_\_\_\_\_  
Luther D. Starling, Jr., Mayor,  
The City of Clinton

\_\_\_\_\_  
Elaine F. Hunt,  
Clerk to The Clinton City Council



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

*MEMORANDUM*

**TO:** Board of Commissioners

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

**DATE:** May 24, 2024

**SUBJECT:** Audit Contract 6/30/2023 Amendment

Attached please find an amendment to our prior year audit contract. This amendment is required by the Local Government Commission because our audit was not submitted prior to December 1, 2022.

The amendment only changes the due date of the contract. It was extended through March 15, 2024. The reason for the extension was due to auditor workload and employee turnover. The auditor has indicated that the audit process will begin earlier to avoid this problem in the future. Our audit was presented to the Board at the March meeting and has been accepted by the LGC.

We respectfully request that the Board approve the amended contract.



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

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

for	Fiscal Year Ending	and originally to be	Date
	06/30/23	submitted to the LGC on	10/31/23

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

<input checked="" type="checkbox"/> Modification to date submitted to LGC  <input type="checkbox"/> Modification to fee	Original date 10/31/23	Modified date 03/15/24
	Original fee	Modified fee

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

**Reason(s) for Contract Amendment**

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

**Plan to Prevent Future Late Submissions**

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due to the LGC four months after fiscal year end. Indicate NA if this is an amendment due to a change in cost only.

**DUE TO AUDITOR WORKLOAD AND STAFF TURNOVER - AUDIT PROCESS WILL BEGIN SOONER**

**Additional Information**

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

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

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm* W GREENE PLLC	
Authorized Firm Representative* (typed or printed) M WADE GREENE, CPA	Signature*
Date* 03/01/24	Email Address wgreene@greenecocpa.com

**GOVERNMENTAL UNIT**

Governmental Unit* SAMPSON COUNTY	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed) JEROL KIVETT, CHAIRMAN	Signature*
Date	Email Address jkivett@sampsonnc.com

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

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

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

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

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

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

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

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

**DISCRETELY PRESENTED COMPONENT UNIT**

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

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

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

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

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

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



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

***MEMORANDUM***

**TO:** Board of Commissioners

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

**DATE:** May 24, 2024

**SUBJECT:** Project Ordinances for FY 23-24 State Grant Projects

Attached are the project ordinances necessary to implement the various projects approved by the State for Sampson County. The budget amendments are included in the consent agenda.

We respectfully request that the Board approve the project ordinances as submitted.

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

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

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

Section 1.0 The project authorized is 2402 Southern Sampson Well Project.

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

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

State DWI Grant	\$6,000,000
-----------------	-------------

Section 4.0 The following amounts are appropriated for this project:

Construction Costs, Engineering, Professional services	\$6,000,000
---	-------------

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

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

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

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

Adopted this 3rd day of June 2024.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk to the Board

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

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

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

Section 1.0 The project authorized is 2401 Snowhill Area Water Infrastructure.

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

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

State DWI Grant	\$4,119,320
-----------------	-------------

Section 4.0 The following amounts are appropriated for this project:

Construction Costs, Engineering, Professional services	\$4,119,320
---	-------------

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

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

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

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

Adopted this 3rd day of June 2024.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk to the Board

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

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

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

Section 1.0 The project authorized is 205611 Clement Water Infrastructure.

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

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

State SCIF Grant 205611	\$5,485,100
-------------------------	-------------

Section 4.0 The following amounts are appropriated for this project:

Construction Costs, Engineering, Professional services	\$5,485,100
---	-------------

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

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

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

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

Adopted this 3rd day of June 2024.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk to the Board

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

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

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

Section 1.0 The project authorized is 205612 Sheriff Dept Equipment.

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

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

State SCIF Grant 205612	\$150,000
-------------------------	-----------

Section 4.0 The following amounts are appropriated for this project:

Capital Outlay Other	\$150,000
----------------------	-----------

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

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

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

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

Adopted this 3rd day of June 2024.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
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:** May 24, 2024

**SUBJECT:** Surplus Weapon for Retiring Personnel

The Sheriff's Department has requested that we declare the service weapon used by Bobby Smith surplus and allow it to be transferred to the retiring employee. The weapon is a Sig Sauer P226 pistol, serial number 58H039965.

We respectfully recommend that the Board approve this request.

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

**10488**

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

YEAR	
<u>2023</u>	\$ <u>29.18</u>
<u>2023</u>	\$ <u>79.40</u>
<u>2022</u>	\$ <u>28.16</u>
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>136.74</u>

These taxes were assessed through clerical error as follows.

Bill# 0076589958-2023 - 2004 Volk #28-JLJ5867  
Bill# 0076663521-2023 - 2013 Honda VN -VCW2618  
Bill# 0060630285-2022-2017 Toyota tk -TDM7242  
All vehicles sold - plates turned in

602 County Tax 123.97  
School Tax \_\_\_\_\_  
F15 Fire Tax 12.77  
City Tax \_\_\_\_\_  
TOTAL \$ 136.74

Yours very truly

Taxpayer

Mailing Address.

1086 WRYE BRANCH RD  
CLINTON NC 28325

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

10480

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

<u>2023</u> YEAR	\$ <u>116.07</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>116.07</u>

These taxes were assessed through clerical error as follows.


Bill # 0075174124-2023  
Plate # RJK4176  
2024 Chev tk  
Vehicle sold - tag turned in

602 County Tax	<u>103.52</u>
School Tax	_____
F07 Fire Tax	<u>12.55</u>
City Tax	_____
TOTAL \$	<u>116.07</u>

Mailing Address.

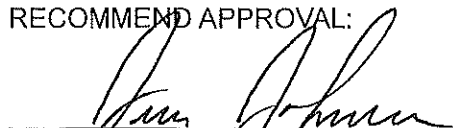
111 Walnut Green Ln  
Dunn NC 28329

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

**10481**

**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 Carl Graham Lamb II in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR <u>2023</u>	\$ <u>233.04</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>233.04</u>

These taxes were assessed through clerical error as follows.

Bill # 0070153137-2023  
Plate # TDE2943  
2023 Niss tk  
Vehicle turned in- tag turned in

602 County Tax	<u>179.68</u>
801 School Tax	<u>31.58</u>
F19 Fire Tax	<u>21.78</u>
City Tax	_____
TOTAL \$	<u>233.04</u>

Mailing Address.

84 Sandtrap Ln  
Clinton NC 28328

Yours very truly

Carl Graham Lamb II  
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**

**10483**

**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 Ethel Jeanette Butler in Belvoir Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2023</u>	\$ <u>108.71</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>108.71</u>

These taxes were assessed through clerical error as follows.

D0460968562023 2023 0000 00  
PLM 3506  
Tag turned in  
2019 Niss  
Vehicle Gifted

GDI County Tax 98.56  
School Tax \_\_\_\_\_  
F15 Fire Tax 10.15  
City Tax \_\_\_\_\_  
TOTAL \$ 108.71

Mailing Address.

Ethel J. Butler  
3036 Odom Rd.  
Clinton, NC 28325

Yours very truly

Ethel J. Butler  
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

10479

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 Lori Jones Grant  
South Clinton in South Clinton Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2023</u>	\$ <u>219.68</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>219.68</u>

These taxes were assessed through clerical error as follows.

0070125345-2023-2023-0080-00  
KEA8213  
Tag turned in  
2022 Buick Encore  
Vehicle Total Loss

601 County Tax	<u>132.29</u>
801 School Tax	<u>28.25</u>
Fire Tax	_____
TD2 City Tax	<u>64.14</u>
TOTAL \$	<u>219.68</u>

Mailing Address.

Lori Jones Grant  
103 Alston Street  
Clinton NC 28328

Yours very truly

\* Lori J Grant  
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

10486

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

YEAR <u>2023</u>	\$ <u>104.36</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>104.36</u>

These taxes were assessed through clerical error as follows.

Bill # 0077611076-2023  
Plate # VDAG473  
Vehicle surrendered - tag turned in  
2017 Honda 4S

602 County Tax	<u>104.36</u>
School Tax	_____
Fire Tax	_____
City Tax	_____
TOTAL \$	<u>104.36</u>

Yours very truly

X Carlos Meza Zuniga  
Taxpayer

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

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

X Mailing Address.

16 water house circle dr  
Clinton NC 28328

Board Approved \_\_\_\_\_

Date

Initials

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

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

10495

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

<u>2023</u> YEAR	\$ <u>187.21</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 187.21

These taxes were assessed through clerical error as follows.

Bill # 0076104547-2023  
Plate # TPV9625  
Vehicle sold - tag turned in  
2013 GMC TK

602	County Tax	<u>112.74</u>
801	School Tax	<u>19.81</u>
	Fire Tax	_____
102	City Tax	<u>54.66</u>
	TOTAL \$	<u>187.21</u>

Mailing Address.

Judith Rodriguez  
406 E Powell st  
Clinton NC 28328

Yours very truly

Judith Rodriguez  
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 **ALEJANDRO JOSE ORTIZ SERVIA & JESSICA CABALLERO AYALA** in **DISMAL** Township, Sampson County, for the year(s) and in the amount(s) of:

Year	
<b>2023</b>	<b>\$ 134.68</b>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**Total Release/Adjustment \$ 134.68**

G01	County Tax	\$120.12
	School Tax	\$
F20	Fire Tax	\$14.56
	City Tax	\$
	<b>Total</b>	<b>\$134.68</b>

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

**Taxpayers should have received 100% Military Exemption on vehicle 2019 Jeep (PKD1601) instead of 50%.**

**LES STATE: Ortiz Servia: FL Caballero Ayala, Spouse: FL**

**Taxpayer:** Alejandro Servia, Jessica Ayala

**Tax Administrator:** [Signature]

**Board Approved:** \_\_\_\_\_

Date Initials

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: Mark Turlington

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 Public Works - Water Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
61971000-544000	Contracted Services	109,428.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
61937100-405200	Tap Fees	109,428.00	

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

To budget funds from Turkey Creek Ag, LLC to cover contractor installing tap

  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 5/24, 2024  
  
(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**

May 16, 2024

**MEMO:**

FROM: Dana Hall, Director of Recreation & Aging

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>
02558800-544000	CONTRACTED SVCS	\$ 4,625.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035868-408900	MISC REVENUE	\$ 4,625.00	

2. Reason(s) for the above request is/are as follows:  
To budget funds for senior trip.

Dana Hall

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

5/24, 2024

[Signature]  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

5/24, 2024

[Signature]  
(County Manager & Budget Officer)

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

COUNTY OF SAMPSON

BUDGET AMENDMENT

6 May 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	\$3,600.00	
62998610-544003	Contract Services – House Manager	\$4,000.00	

**REVENUE**

<u>Code Number (ORG-OBJ)</u>	<u>Description</u>	<u>INCREASE</u>	<u>DECREASE</u>
62939861-408903	Services Other Rev.	\$3,600.00	
62939861-405303	House Manager Rev.	\$4,000.00	

1. Reason(s) for the above request is/are as follows: Increase revenue and expenses. To receive revenue and pay for installing risers for County Schools graduation, and for collecting Event Manager revenue and to allow payment to Event Managers (There are approximately 16 events in May and June that will require event Managers).

*Ray Jordan*

Signature of Department Head

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

Date: 5/21/2024

*Paul H. Chief*  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

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

*Erin W. 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 Sheriff Department Equipment Project be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
43243100-555000	Capital outlay other	150,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
43038152-403683	State SCIF grant FY 23-24	150,000.00	

2. Reason(s) for the above request is/are as follows:  
 To allocate State grant funds for the purchase of a body scanner.

*David K. Clack*

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

5/24/2024

*David K. Clack*

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

*Evan W. G.*

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

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: 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 Plain View Community Center Project be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
43761700-506102	Plain View Community Center	200,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
43038152-403683	State SCIF Grant FY 23-24	200,000.00	

2. Reason(s) for the above request is/are as follows:  
 To allocate grant funds from the State for the Plain View Community Center.

*David K. Clack*

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

5/24/2024

*David K. Clack*

(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

*Eden W. G.*

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

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

SUBJECT: Budget Amendment for fiscal year 2023-2024

1. It is requested that the budget for the Clement Water Infrastructure Capital Project be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
68981510-558100	Construction costs	5,485,100.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
68038150-403683	State SCIF grant FY 23-24	5,485,100.00	

2. Reason(s) for the above request is/are as follows:  
 To allocate State grant funds for water infrastructure construction in the Clement area.

*David K. Clack*

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

5/24/2024

*David K. Clack*

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

*Sam W. G.*

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

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

**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

Page 1 of 5

1. It is requested that the budget for the Various Departments be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141200-512100	SALARIES	41,960.00	
11141200-518100	FICA	1,200.00	
11141200-518120	MEDICARE FICA	375.00	
11141200-518200	RETIREMENT	5,593.00	
11141200-518300	GROUP INSURANCE		10,000.00
11141200-518901	401K COUNTY CONTRIBUTION	3,000.00	
11141210-512100	SALARIES	15,671.00	
11141210-512700	LONGEVITY	405.00	
11141210-518100	FICA		500.00
11141210-518120	MEDICARE FICA		50.00
11141210-518200	RETIREMENT	2,500.00	
11141210-518400	DENTAL INSURANCE		150.00
<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535310-409600	TRANSFER FROM GEN FUND	540,574.00	

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

To reallocate funds to budget the cost of the pay study that was approved by the Board to be implemented in November 2023.

*David K. Clack*

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

5/24/2024

*David K. Clack*

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

*Earl W. G.*

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

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



**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**Budget Amendment (Continued)**

SUBJECT: Budget Amendment for fiscal year 2023-2024

Page 2 of 5

1. It is requested that the budget for the Various Departments be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141210-518901	401K COUNTY CONTRIBUTION		500.00
11141300-518500	UNEMPLOYMENT INSURANCE	75,000.00	
11141300-545000	WORKMEN'S COMPENSATION INS	100,000.00	
11141400-512100	SALARIES	15,000.00	
11141400-512200	OVERTIME SALARIES	10.00	
11141400-512700	LONGEVITY	2,612.00	
11141400-518100	FICA		1,000.00
11141400-518120	MEDICARE FICA		200.00
11141400-518200	RETIREMENT	2,500.00	
11141400-518300	GROUP INSURANCE	3,500.00	
11141400-518400	DENTAL INSURANCE		700.00
11141400-518901	401K COUNTY CONTRIBUTION		5,000.00
11141700-512100	SALARIES	18,000.00	
11141700-518100	FICA	1,117.00	
11141700-518120	MEDICARE FICA	262.00	
11141700-518200	RETIREMENT	2,321.00	
11141700-518300	GROUP INSURANCE		11,400.00
11141700-518400	DENTAL INSURANCE		63.00
11141800-512100	SALARIES	6,000.00	
11141800-512700	LONGEVITY	1,079.00	
11141800-518100	FICA		100.00
11141800-518120	MEDICARE FICA		50.00
11141800-518200	RETIREMENT	1,000.00	
11141800-518400	DENTAL INSURANCE		100.00
11141800-518901	401K COUNTY CONTRIBUTION		1,000.00
11142100-512100	SALARIES	9,000.00	
11142100-512700	LONGEVITY	1,427.00	
11142100-518100	FICA	700.00	
11142100-518120	MEDICARE FICA	75.00	
11142100-518200	RETIREMENT	1,500.00	
11142100-518400	DENTAL INSURANCE		50.00
11142100-518901	401K COUNTY CONTRIBUTION		1,700.00
11142600-512100	SALARIES	52,507.00	
11142600-512700	LONGEVITY		1,056.00
11142600-518100	FICA	3,000.00	
11142600-518120	MEDICARE FICA	750.00	
11142600-518200	RETIREMENT	7,800.00	
11142600-518300	GROUP INSURANCE		3,000.00
11142600-518400	DENTAL INSURANCE		150.00
11142600-518901	401K COUNTY CONTRIBUTION	14,000.00	
11243100-512100	SALARIES	750,845.00	
11243100-512120	SUPPLEMENT		16,020.00

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**Budget Amendment (Continued)**

SUBJECT: Budget Amendment for fiscal year 2023-2024

Page 3 of 5

1. It is requested that the budget for the Various Departments be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100-512200	OVERTIME SALARIES	475,000.00	
11243100-512700	LONGEVITY	14,709.00	
11243100-518100	FICA	77,000.00	
11243100-518120	MEDICARE FICA	18,000.00	
11243100-518200	RETIREMENT	800.00	
11243100-518278	LAW ENFORCEMENT RETIREMENT	175,888.00	
11243100-518300	GROUP INSURANCE		130,000.00
11243100-518400	DENTAL INSURANCE		5,000.00
11243100-518600	WORKMEN'S COMPENSATION INS	15,000.00	
11243100-518900	401K SUPPLEMENTAL RETIRE. FUND	65,000.00	
11243200-512100	SALARIES		133,000.00
11243200-512200	OVERTIME SALARIES	330,000.00	
11243200-512700	LONGEVITY	1,984.00	
11243200-518100	FICA	20,500.00	
11243200-518120	MEDICARE FICA	5,000.00	
11243200-518200	RETIREMENT	28,000.00	
11243200-518300	GROUP INSURANCE		30,000.00
11243200-518400	DENTAL INSURANCE		3,000.00
11243200-518600	WORKMEN'S COMPENSATION INS	10,000.00	
11243200-518900	SUPPLEMENTAL RETIREMENT FUND	1,000.00	
11243200-518901	401K COUNTY CONTRIBUTION		9,000.00
11243250-512100	SALARIES		13,000.00
11243250-512200	OVERTIME SALARIES	135,000.00	
11243250-512700	LONGEVITY	304.00	
11243250-518100	FICA	8,500.00	
11243250-518120	MEDICARE FICA	700.00	
11243250-518200	RETIREMENT	13,600.00	
11243250-518300	GROUP INSURANCE		19,800.00
11243250-518400	DENTAL INSURANCE		1,000.00
11243250-518901	401K COUNTY CONTRIBUTION		8,000.00
11243300-512100	SALARIES		47,000.00
11243300-512200	OVERTIME SALARIES	28,000.00	
11243300-518100	FICA		
11243300-518120	MEDICARE FICA		
11243300-518200	RETIREMENT		
11243300-518300	GROUP INSURANCE		32,000.00
11243300-518400	DENTAL INSURANCE		550.00
11243300-518901	401K COUNTY CONTRIBUTION		2,500.00
11243500-512100	SALARIES		2,463.00
11243500-512700	LONGEVITY	2,463.00	
11243500-518300	GROUP INSURANCE		7,000.00
11243700-512100	SALARIES		65,000.00

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**Budget Amendment (Continued)**

SUBJECT: Budget Amendment for fiscal year 2023-2024

Page 4 of 5

1. It is requested that the budget for the Various Departments be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243700-512200	OVERTIME SALARIES		125,000.00
11243700-512700	LONGEVITY	1,203.00	
11243700-518200	RETIREMENT		20,000.00
11243700-518300	GROUP INSURANCE		51,203.00
11243700-518600	WORKMEN'S COMPENSATION INS	30,000.00	
11243800-512100	SALARIES	13,000.00	
11243800-512700	LONGEVITY	190.00	
11243800-518100	FICA	800.00	
11243800-518120	MEDICARE FICA	100.00	
11243800-518200	RETIREMENT	2,700.00	
11449200-512100	SALARIES		15,000.00
11449200-518300	GROUP INSURANCE		3,000.00
11449500-512700	LONGEVITY	196.00	
11449500-518200	RETIREMENT		8,000.00
11449500-518901	401K COUNTY CONTRIBUTION	1,200.00	
11449600-512100	SALARIES	8,000.00	
11449600-512700	LONGEVITY	584.00	
11449600-518200	RETIREMENT	1,000.00	
11449600-518901	401K COUNTY CONTRIBUTION		900.00
11558200-512100	SALARIES	3,000.00	
11558200-512700	LONGEVITY	714.00	
11558200-518100	FICA	200.00	
11558200-518120	MEDICARE FICA	75.00	
11558200-518200	RETIREMENT	800.00	
11558200-518400	DENTAL INSURANCE		25.00
11558200-518901	401K COUNTY CONTRIBUTION	500.00	
11761100-512100	SALARIES		7,000.00
11761100-512700	LONGEVITY	467.00	
11761100-518300	GROUP INSURANCE		6,000.00
11761200-512100	SALARIES	45,000.00	
11761200-512700	LONGEVITY		297.00
11761200-518200	RETIREMENT	5,200.00	
11761200-518300	GROUP INSURANCE		10,000.00
11761200-518400	DENTAL INSURANCE		300.00
11761200-518600	WORKMEN'S COMPENSATION INS	3,000.00	
11761200-518901	401K COUNTY CONTRIBUTION	100.00	
13553100-512100	SALARIES	350,000.00	
13553100-512200	OVERTIME SALARIES	65,000.00	
13553100-512400	ON-CALL PAY	2,500.00	
13553100-512600	PART-TIME SALARIES	1,000.00	
13553100-512700	LONGEVITY	11,074.00	
13553100-518500	UNEMPLOYMENT INSURANCE	1,000.00	

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**Budget Amendment (Continued)**

SUBJECT: Budget Amendment for fiscal year 2023-2024

Page 5 of 5

1. It is requested that the budget for the Various Departments be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13553100-518600	WORKMENT'S COMPENSATION INS	110,000.00	
11999000-509701	SPECIAL CONTINGENCY		2,417,933.00
11998110-593053	TRANSFER TO FUND 13	540,574.00	

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

5/3/2024

FROM: JIM JOHNSON

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2023-2024

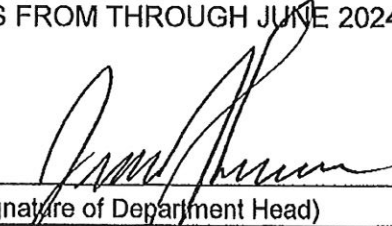
1. It is requested that the budget for the \_\_\_\_\_ TAX Department  
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11141400-519100	PROFESSIONAL SERVICES	45,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034140-404125	LEGAL FEES COLLECTED	45,000.00	

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

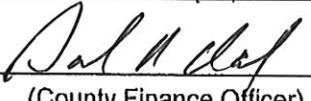
FUNDS NEED FOR LEGAL FEES RELATED TO TAX FORECLOSURES FROM THROUGH JUNE 2024

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. 

5/24, 2024

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. 

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

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

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: 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 Legal Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141500-544000	Contract services	80,000.00	
11999000-509700	Contingency		80,000.00

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
-----------------------------	--------------------------	-----------------	-----------------

2. Reason(s) for the above request is/are as follows:  
 To allocate funds to pay remaining costs of lawsuit.

*David K. Clack*

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

5/24/2024

*David K. Clack*

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

*Zerrin White*

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

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

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: Capital Outlay

Budget Amendment: 3

The Clinton City Board of Education at a meeting on the 17<sup>th</sup> day of April, 2024, passed the following resolution:

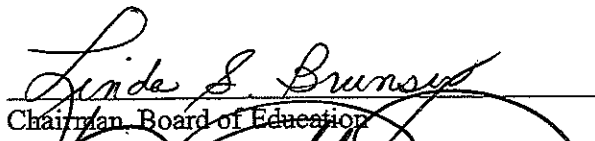
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2024.

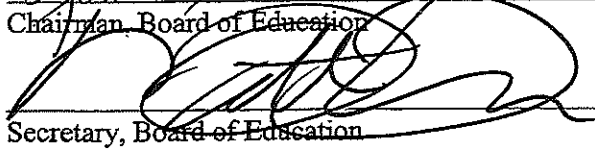
SEE ATTACHED LISTING

Total appropriation in current budget	\$777,998.91
Total increase/decrease of amendment	\$0.00
Total appropriation in amended budget	\$777,998.91

Passed by majority vote of the Clinton City Board of Education on the 17<sup>th</sup> day of April 2024.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

  
\_\_\_\_\_  
Chairman, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

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

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: CAPITAL**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INCREASE</b>	<b>DECREASE</b>	<b>TOTAL</b>
4.9020.001.461.316.316.00	Furniture and Equipment Inventoried	\$ 1,173.88	\$ -	\$ 1,173.88
4.9020.001.461.330.330.00	Furniture and Equipment Inventoried	\$ 255.55	\$ -	\$ 255.55
4.9020.001.461.330.330.00	Furniture and Equipment Inventoried	\$ 400.00	\$ -	\$ 400.00
4.9020.001.462.316.316.00	Computer Equipment Inventoried	\$ -	\$ (963.71)	\$ (963.71)
4.9020.001.462.320.320.00	Computer Equipment Inventoried	\$ 432.19	\$ -	\$ 432.19
4.9020.001.522.000.000.00	General Contract	\$ -	\$ (0.20)	\$ (0.20)
4.9020.001.522.000.000.00	General Contract	\$ -	\$ (7,944.03)	\$ (7,944.03)
4.9020.001.532.316.316.00	Improvements to Existing Sites	\$ -	\$ (210.17)	\$ (210.17)
4.9020.001.532.304.000.00	Improvements to Existing Sites	\$ -	\$ (6,717.01)	\$ (6,717.01)
4.9020.001.532.316.000.00	Improvements to Existing Sites	\$ -	\$ (1,028.00)	\$ (1,028.00)
4.9020.001.532.330.000.00	Improvements to Existing Sites	\$ 14,661.04	\$ -	\$ 14,661.04
4.9020.001.541.320.320.00	Equipment Purchase - Capitalized	\$ -	\$ (432.19)	\$ (432.19)
4.9020.001.541.000.000.00	Equipment Purchase - Capitalized	\$ 1,028.00	\$ -	\$ 1,028.00
4.9020.001.541.330.330.00	Equipment Purchase - Capitalized	\$ -	\$ (255.55)	\$ (255.55)
4.9020.001.541.330.330.00	Equipment Purchase - Capitalized	\$ -	\$ (400.00)	\$ (400.00)
4.9021.001.528.000.000.23	Carpentry Contracts	\$ 0.20	\$ -	\$ 0.20
4.9023.001.529.308.000.24	Misc Contracts and Other Charges	\$ -	\$ (40,000.00)	\$ (40,000.00)
4.9024.001.551.810.000.24	Vehicle Purchase	\$ 40,000.00	\$ -	\$ 40,000.00
	<b>County Appropriation</b>	<b>\$ 57,950.86</b>	<b>\$ (57,950.86)</b>	<b>\$ -</b>
4.9021.074.528.316.000.00	Carpentry Contracts	\$ -	\$ (19,634.50)	\$ (19,634.50)
4.9021.074.528.316.000.23	Carpentry Contracts	\$ 19,634.50	\$ -	\$ 19,634.50
	<b>Public School Building Capital</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
		<b>\$ 19,634.50</b>	<b>\$ (19,634.50)</b>	<b>\$ -</b>
	<b>BUDGET AMENDMENT TOTAL</b>	<b>\$ 77,585.36</b>	<b>\$ (77,585.36)</b>	<b>\$ -</b>



CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: Federal

Budget Amendment: 4

The Clinton City Board of Education at a meeting on the 17<sup>th</sup> day of April 2024, passed the following resolution:

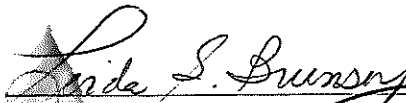
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2024.

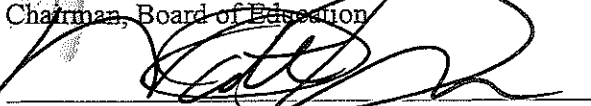
SEE ATTACHED LISTING

Total appropriation in current budget	\$9,519,617.41
Total increase/decrease of amendment	(\$1,036.25)
Total appropriation in amended budget	\$9,518,581.16

Passed by majority vote of the Clinton City Board of Education on the 17<sup>th</sup> day of April 2024.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

  
\_\_\_\_\_  
Chairman, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

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

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: FEDERAL**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INCREASE</b>	<b>DECREASE</b>	<b>TOTAL</b>
3.5320.050.131.000.000.00	Instructional Support I - Regular	\$ -	\$ (24,422.27)	\$ (24,422.27)
3.5320.050.181.000.000.00	Supplementary Pay	\$ -	\$ (1,986.00)	\$ (1,986.00)
3.5320.050.211.000.000.00	Employer's Social Security Cost	\$ -	\$ (2,020.23)	\$ (2,020.23)
3.5320.050.221.000.000.00	Employer's Retirement Cost	\$ -	\$ (6,607.35)	\$ (6,607.35)
3.5320.050.231.000.000.00	Employer's Retirement Cost	\$ -	\$ (4,287.09)	\$ (4,287.09)
3.5330.050.121.316.000.00	Classroom Teacher Salary	\$ 15,960.00	\$ -	\$ 15,960.00
3.5330.050.121.000.000.00	Classroom Teacher Salary	\$ -	\$ (242,760.22)	\$ (242,760.22)
3.5330.050.121.320.000.00	Classroom Teacher Salary	\$ 145,950.00	\$ -	\$ 145,950.00
3.5330.050.121.330.000.00	Classroom Teacher Salary	\$ 80,850.00	\$ -	\$ 80,850.00
3.5330.050.142.316.316.00	Teacher Assistant	\$ -	\$ (13,337.56)	\$ (13,337.56)
3.5330.050.142.330.330.00	Teacher Assistant	\$ -	\$ (20,800.57)	\$ (20,800.57)
3.5330.050.142.320.320.00	Teacher Assistant	\$ -	\$ (25,488.00)	\$ (25,488.00)
3.5330.050.181.320.000.00	Supplementary Pay	\$ 11,800.00	\$ -	\$ 11,800.00
3.5330.050.181.330.000.00	Supplementary Pay	\$ 6,500.00	\$ -	\$ 6,500.00
3.5330.050.181.316.000.00	Supplementary Pay	\$ 1,280.00	\$ -	\$ 1,280.00
3.5330.050.181.000.000.00	Supplementary Pay	\$ -	\$ (19,580.00)	\$ (19,580.00)
3.5330.050.211.000.000.00	Employer's Social Security Cost	\$ -	\$ (20,069.01)	\$ (20,069.01)
3.5330.050.211.316.000.00	Employer's Social Security Cost	\$ 1,318.86	\$ -	\$ 1,318.86
3.5330.050.211.320.000.00	Employer's Social Security Cost	\$ 12,067.88	\$ -	\$ 12,067.88
3.5330.050.211.330.000.00	Employer's Social Security Cost	\$ 6,682.27	\$ -	\$ 6,682.27
3.5330.050.221.316.000.00	Employer's Retirement Cost	\$ 4,313.45	\$ -	\$ 4,313.45
3.5330.050.221.330.000.00	Employer's Retirement Cost	\$ 21,854.98	\$ -	\$ 21,854.98
3.5330.050.221.000.000.00	Employer's Retirement Cost	\$ -	\$ (65,637.53)	\$ (65,637.53)
3.5330.050.221.320.000.00	Employer's Retirement Cost	\$ 39,469.05	\$ -	\$ 39,469.05
3.5330.050.231.320.000.00	Employer's Hospitalization Cost	\$ 26,449.50	\$ -	\$ 26,449.50
3.5330.050.231.316.000.00	Employer's Hospitalization Cost	\$ 3,022.80	\$ -	\$ 3,022.80
3.5330.050.231.000.000.00	Employer's Hospitalization Cost	\$ -	\$ (44,586.30)	\$ (44,586.30)
3.5330.050.231.330.000.00	Employer's Hospitalization Cost	\$ 15,114.00	\$ -	\$ 15,114.00
3.5330.050.411.304.304.00	Supplies and Materials	\$ 82,510.00	\$ -	\$ 82,510.00
3.5330.050.411.330.330.00	Supplies and Materials	\$ 21,149.33	\$ -	\$ 21,149.33
3.5330.050.411.000.000.00	Supplies and Materials	\$ -	\$ (14,597.67)	\$ (14,597.67)
3.5330.050.411.316.316.00	Supplies and Materials	\$ 62,189.10	\$ -	\$ 62,189.10
3.5330.050.411.320.320.00	Supplies and Materials	\$ -	\$ (52,301.42)	\$ (52,301.42)
3.8200.050.399.000.000.00	Unbudgeted Funds	\$ 3,036.00	\$ -	\$ 3,036.00
	<b>ESEA Title I, Part A</b>	<b>\$ 561,517.22</b>	<b>\$ (558,481.22)</b>	<b>\$ 3,036.00</b>
3.5210.060.162.308.000.00	IDEA VI-B - Substitute Teacher	\$ 500.00	\$ -	\$ 500.00
3.5210.060.162.304.000.00	IDEA VI-B - Substitute Teacher	\$ 1,200.00	\$ -	\$ 1,200.00
3.5210.060.167.304.000.00	IDEA VI-B - Teacher Asst.Pay-Reg. Absence	\$ 400.00	\$ -	\$ 400.00
3.5210.060.199.320.000.00	IDEA VI-B - Overtime Pay	\$ 50.00	\$ -	\$ 50.00
3.5210.060.199.308.000.00	IDEA VI-B - Overtime Pay	\$ 15.00	\$ -	\$ 15.00

3.5210.060.211.320.000.00	Employer's Social Security Cost	\$ 3.83	\$ -	\$ 3.83
3.5210.060.211.304.000.00	Employer's Social Security Cost	\$ 122.40	\$ -	\$ 122.40
3.5210.060.211.308.000.00	Employer's Social Security Cost	\$ 39.40	\$ -	\$ 39.40
3.5210.060.221.320.000.00	Employer's Retirement Cost	\$ 12.51	\$ -	\$ 12.51
3.5210.060.221.304.000.00	Employer's Retirement Cost	\$ 100.08	\$ -	\$ 100.08
3.5210.060.221.308.000.00	Employer's Retirement Cost	\$ 3.75	\$ -	\$ 3.75
3.5210.060.411.000.000.00	IDEA VI-B - SUPPLIES AND MATERIALS	\$ -	\$ (2,446.97)	\$ (2,446.97)
	<b>IDEA VI-B- Section 611 Grants to States</b>	<b>\$ 2,446.97</b>	<b>\$ (2,446.97)</b>	<b>\$ -</b>
3.5110.103.193.320.000.00	Mentor Pay	\$ 300.00	\$ -	\$ 300.00
3.5110.103.211.320.000.00	Employer's Social Security Cost	\$ 22.95	\$ -	\$ 22.95
3.5110.103.221.320.000.00	Employer's Retirement Cost	\$ 73.50	\$ -	\$ 73.50
3.5110.103.312.000.000.00	Workshop Expenses/Allowable Travel	\$ 1,799.78	\$ -	\$ 1,799.78
3.5110.103.352.304.000.00	Employee Education Reimbursement	\$ 845.00	\$ -	\$ 845.00
3.5110.103.352.330.000.00	Employee Education Reimbursement	\$ 2,300.00	\$ -	\$ 2,300.00
3.5110.103.352.000.000.00	Employee Education Reimbursement	\$ -	\$ (3,745.00)	\$ (3,745.00)
3.5110.103.352.316.000.00	Employee Education Reimbursement	\$ 600.00	\$ -	\$ 600.00
3.5110.103.411.000.000.00	Supplies and Materials	\$ -	\$ (6,068.04)	\$ (6,068.04)
3.5870.103.312.000.000.00	Workshop Expenses/Allowable Travel	\$ 299.00	\$ -	\$ 299.00
3.8100.103.392.000.000.00	Indirect Cost	\$ -	\$ (235.19)	\$ (235.19)
	<b>ESEA Title II, Part A</b>	<b>\$ 6,240.23</b>	<b>\$ (10,048.23)</b>	<b>\$ (3,808.00)</b>
3.5210.118.411.000.000.00	Supplies and Materials	\$ -	\$ (822.84)	\$ (822.84)
3.5210.118.411.316.000.00	Supplies and Materials	\$ 574.91	\$ -	\$ 574.91
3.8100.118.392.000.000.00	IDEA VI-B Special Needs Target - Indirect Cost	\$ -	\$ (16.32)	\$ (16.32)
	<b>IDEA VI-B - Special Needs Targeted Assistance</b>	<b>\$ 574.91</b>	<b>\$ (839.16)</b>	<b>\$ (264.25)</b>
3.5110.181.183.320.000.00	Bonus Pay	\$ 1,000.00	\$ -	\$ 1,000.00
3.5110.181.183.000.000.00	Bonus Pay	\$ -	\$ (6,762.00)	\$ (6,762.00)
3.5110.181.183.304.000.00	Bonus Pay	\$ 2,000.00	\$ -	\$ 2,000.00
3.5110.181.183.330.000.00	Bonus Pay	\$ 500.00	\$ -	\$ 500.00
3.5110.181.211.304.000.00	Employer's Social Security Cost	\$ 153.00	\$ -	\$ 153.00
3.5110.181.211.320.000.00	Employer's Social Security Cost	\$ 76.51	\$ -	\$ 76.51
3.5110.181.211.330.000.00	Employer's Social Security Cost	\$ 38.25	\$ -	\$ 38.25
3.5110.181.221.304.000.00	Employer's Retirement Cost	\$ 500.40	\$ -	\$ 500.40
3.5110.181.221.320.000.00	Employer's Retirement Cost	\$ 125.10	\$ -	\$ 125.10
3.5110.181.221.000.000.00	Employer's Retirement Cost	\$ -	\$ (225.00)	\$ (225.00)
3.5110.181.221.330.000.00	Employer's Retirement Cost	\$ 125.10	\$ -	\$ 125.10
3.5133.181.183.320.000.00	Bonus Pay	\$ 500.00	\$ -	\$ 500.00
3.5133.181.211.320.000.00	Employer's Social Security Cost	\$ 38.25	\$ -	\$ 38.25
3.5133.181.221.320.000.00	Employer's Retirement Cost	\$ 125.10	\$ -	\$ 125.10
3.5210.181.183.330.000.00	Bonus Pay	\$ 1,000.00	\$ -	\$ 1,000.00
3.5210.181.211.330.000.00	Employer's Social Security Cost	\$ 76.50	\$ -	\$ 76.50
3.5210.181.221.330.000.00	Employer's Retirement Cost	\$ 250.20	\$ -	\$ 250.20
3.5330.181.121.330.000.00	Classroom Teacher Salary	\$ -	\$ (47,000.00)	\$ (47,000.00)
3.5330.181.231.330.000.00	Employer's Hospitalization Cost	\$ 316.22	\$ -	\$ 316.22
3.5330.181.231.330.000.00	Employer's Hospitalization Cost	\$ 2,023.62	\$ -	\$ 2,023.62
3.6580.181.183.000.000.00	Bonus Pay	\$ 500.00	\$ -	\$ 500.00
3.6580.181.211.000.000.00	Employer's Social Security Cost	\$ 38.26	\$ -	\$ 38.26
3.6580.181.221.000.000.00	Employer's Retirement Cost	\$ 125.10	\$ -	\$ 125.10

3.6580.181.541.304.000.00	Purchase of Equipment-Capital	\$ 3,203.42	\$ -	\$ 3,203.42
3.6580.181.541.330.000.00	Purchase of Equipment-Capital	\$ -	\$ (3,204.57)	\$ (3,204.57)
3.6580.181.541.316.000.00	Purchase of Equipment-Capital	\$ 52,289.36	\$ -	\$ 52,289.36
3.7200.181.211.308.000.00	Employer's Social Security Cost	\$ 38.25	\$ -	\$ 38.25
3.7200.181.221.308.000.00	Employer's Retirement Cost	\$ 125.10	\$ -	\$ 125.10
3.8100.181.392.000.000.00	Indirect Cost	\$ 0.17	\$ -	\$ 0.17
3.8100.181.392.000.000.00	Indirect Cost	\$ -	\$ (7,976.34)	\$ (7,976.34)
	<b>ESSER III - K-12 Emergency Relief Fund</b>	<b>\$ 65,167.91</b>	<b>\$ (65,167.91)</b>	<b>\$ 0.00</b>
3.5410.206.181.330.000.00	Supplementary Pay	\$ 1,446.30	\$ -	\$ 1,446.30
3.5410.206.211.308.000.00	Employer's Social Security Cost	\$ -	\$ (0.02)	\$ (0.02)
3.5410.206.211.330.000.00	Employer's Social Security Cost	\$ -	\$ (331.07)	\$ (331.07)
3.5410.206.221.330.000.00	Employer's Retirement Cost	\$ -	\$ (1,071.80)	\$ (1,071.80)
3.5410.206.221.308.000.00	Employer's Retirement Cost	\$ -	\$ (43.41)	\$ (43.41)
	<b>ARP - ESSER III</b>	<b>\$ 1,446.30</b>	<b>\$ (1,446.30)</b>	<b>\$ 0.00</b>
	<b>BUDGET AMENDMENT TOTAL</b>	<b>\$ 637,393.54</b>	<b>\$ (638,429.79)</b>	<b>\$ (1,036.25)</b>

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: State

Budget Amendment: 3

The Clinton City Board of Education at a meeting on the 17<sup>th</sup> day of April 2024, passed the following resolution:

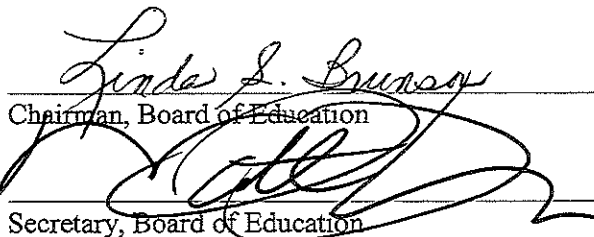
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2024.

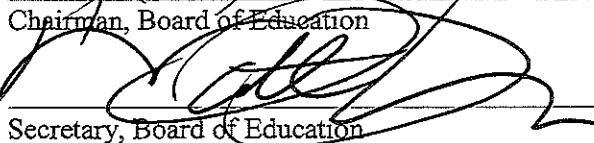
SEE ATTACHED LISTING

Total appropriation in current budget	\$24,588,916.90
Total increase/decrease of amendment	\$66,759.00
Total appropriation in amended budget	\$24,655,675.90

Passed by majority vote of the Clinton City Board of Education on the 17<sup>th</sup> day of April 2024.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

  
\_\_\_\_\_  
Chairman, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

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

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: STATE**

CODE	DESCRIPTION	INCREASE	DECREASE	TOTAL
1.5133.003.162.000.000.00	Substitute Pay	\$ -	\$ (1,534.18)	\$ (1,534.18)
1.5270.003.162.000.000.00	Substitute Pay	\$ -	\$ (1,337.09)	\$ (1,337.09)
1.5310.003.162.000.000.00	Substitute Pay	\$ -	\$ (6,042.86)	\$ (6,042.86)
1.6110.003.151.810.000.00	Office Support	\$ 198.69	\$ -	\$ 198.69
1.6110.003.211.810.000.00	Employer's Social Security Cost	\$ 841.66	\$ -	\$ 841.66
1.6110.003.221.810.000.00	Employer's Retirement Cost	\$ 2,744.04	\$ -	\$ 2,744.04
1.6110.003.231.810.000.00	Employer's Hospitalization Cost	\$ 3,059.17	\$ -	\$ 3,059.17
1.6540.003.173.000.000.00	Custodian	\$ 187.27	\$ -	\$ 187.27
1.6540.003.211.000.000.00	Employer's Social Security Cost	\$ -	\$ (1,685.46)	\$ (1,685.46)
1.6540.003.221.000.000.00	Employer's Retirement Cost	\$ -	\$ (3,138.36)	\$ (3,138.36)
1.6540.003.231.000.000.00	Employer's Hospitalization Cost	\$ 3,583.49	\$ -	\$ 3,583.49
1.6580.003.151.000.000.00	Office Support	\$ 1,428.00	\$ -	\$ 1,428.00
1.6580.003.211.000.000.00	Employer's Social Security Cost	\$ -	\$ (3.38)	\$ (3.38)
1.6580.003.221.000.000.00	Employer's Retirement Cost	\$ 78.50	\$ -	\$ 78.50
1.6580.003.231.000.000.00	Employer's Hospitalization Cost	\$ 1,620.51	\$ -	\$ 1,620.51
	<b>Non-Instructional Support Personnel</b>	<b>\$ 13,741.33</b>	<b>\$ (13,741.33)</b>	<b>\$ -</b>
1.5110.009.188.000.000.00	Annual Leave Payout	\$ -	\$ (12,938.10)	\$ (12,938.10)
1.5410.009.188.000.000.00	Annual Leave Payout	\$ 222.70	\$ -	\$ 222.70
1.5410.009.211.000.000.00	Employer's Social Security Cost	\$ 16.53	\$ -	\$ 16.53
1.5410.009.221.000.000.00	Employer's Retirement Cost	\$ 356.35	\$ -	\$ 356.35
1.5420.009.188.330.000.00	Annual Leave Payout	\$ 9,149.40	\$ -	\$ 9,149.40
1.5420.009.211.330.000.00	Employer's Social Security Cost	\$ 699.95	\$ -	\$ 699.95
1.5420.009.221.330.000.00	Employer's Retirement Cost	\$ 2,289.18	\$ -	\$ 2,289.18
1.6110.009.184.810.000.00	Longevity Pay	\$ 32.62	\$ -	\$ 32.62
1.6110.009.211.810.000.00	Employer's Social Security Cost	\$ 2.00	\$ -	\$ 2.00
1.6110.009.221.810.000.00	Employer's Retirement Cost	\$ 169.37	\$ -	\$ 169.37
1.6200.009.184.810.000.00	Longevity Pay	\$ 0.02	\$ -	\$ 0.02
1.6200.009.211.810.000.00	Employer's Social Security Cost	\$ 0.34	\$ -	\$ 0.34
1.6200.009.221.810.000.00	Employer's Retirement Cost	\$ -	\$ (0.36)	\$ (0.36)
1.6610.009.184.810.000.00	Longevity Pay	\$ -	\$ (258.34)	\$ (258.34)
1.6940.009.184.810.000.00	Longevity Pay	\$ 1,591.64	\$ -	\$ 1,591.64
1.6940.009.184.810.000.00	Longevity Pay	\$ 258.34	\$ -	\$ 258.34
1.6940.009.188.810.000.00	Annual Leave Payout	\$ -	\$ (1,591.64)	\$ (1,591.64)
	<b>Non-Contributory Employee Benefits</b>	<b>\$ 14,788.44</b>	<b>\$ (14,788.44)</b>	<b>\$ -</b>
1.5120.013.121.308.000.00	Vocational Educ-St Mnth of Emp - Teacher	\$ -	\$ (56,633.00)	\$ (56,633.00)
	<b>Career Technical Education - Months of Employment</b>	<b>\$ -</b>	<b>\$ (56,633.00)</b>	<b>\$ (56,633.00)</b>
1.5120.014.312.000.000.00	Workshop Expenses/Allowable Travel	\$ -	\$ (3,362.00)	\$ (3,362.00)
1.5120.014.312.308.308.00	Workshop Expenses/Allowable Travel	\$ 5,152.14	\$ -	\$ 5,152.14
1.5120.014.312.320.320.00	Workshop Expenses/Allowable Travel	\$ 1,614.51	\$ -	\$ 1,614.51
1.5120.014.319.000.000.00	Other Professional and Technical Services	\$ -	\$ (856.00)	\$ (856.00)
1.5120.014.319.308.308.00	Other Professional and Technical Services	\$ 4,152.60	\$ -	\$ 4,152.60
1.5120.014.319.308.308.00	Other Professional and Technical Services	\$ 150.00	\$ -	\$ 150.00
1.5120.014.327.308.308.00	Rentals	\$ 550.00	\$ -	\$ 550.00
1.5120.014.327.000.000.00	Rentals	\$ -	\$ (550.00)	\$ (550.00)
1.5120.014.333.308.308.00	Field Trips	\$ 1,092.20	\$ -	\$ 1,092.20
1.5120.014.333.308.308.00	Field Trips	\$ 425.00	\$ -	\$ 425.00

1.5120.014.333.000.000.00	Field Trips	\$ -	\$ (425.00)	\$ (425.00)
1.5120.014.351.000.000.00	Tuition Reimbursements	\$ -	\$ (27,971.00)	\$ (27,971.00)
1.5120.014.379.308.308.00	Other Insurance and Judgements	\$ 387.50	\$ -	\$ 387.50
1.5120.014.411.308.308.00	Supplies and Materials	\$ 14,220.67	\$ -	\$ 14,220.67
1.5120.014.411.308.308.00	Supplies and Materials	\$ 10,597.50	\$ -	\$ 10,597.50
1.5120.014.411.308.000.00	Supplies and Materials	\$ 56,633.00	\$ -	\$ 56,633.00
1.5120.014.411.320.320.00	Supplies and Materials	\$ 2,777.32	\$ -	\$ 2,777.32
1.5120.014.411.308.000.00	Supplies and Materials	\$ -	\$ (56,633.00)	\$ (56,633.00)
1.5120.014.411.000.000.00	Supplies and Materials	\$ -	\$ (10,985.00)	\$ (10,985.00)
1.5120.014.411.308.308.00	Supplies and Materials	\$ 56,483.00	\$ -	\$ 56,483.00
1.5120.014.418.000.000.00	Computer Software and Supplies	\$ -	\$ (1,300.00)	\$ (1,300.00)
1.5120.014.418.308.308.00	Computer Software and Supplies	\$ 535.00	\$ -	\$ 535.00
1.5120.014.418.320.320.00	Computer Software and Supplies	\$ 198.00	\$ -	\$ 198.00
1.5120.014.461.308.308.00	Furniture/Equip-Inventoried	\$ 2,997.25	\$ -	\$ 2,997.25
1.5120.014.461.320.320.00	Furniture/Equip-Inventoried	\$ 749.31	\$ -	\$ 749.31
1.5120.014.461.308.308.00	Furniture/Equip-Inventoried	\$ 0.01	\$ -	\$ 0.01
1.6120.014.312.000.000.00	Workshop Expenses/Allowable Travel	\$ -	\$ (5,000.00)	\$ (5,000.00)
1.6120.014.312.320.320.00	Workshop Expenses/Allowable Travel	\$ 1,239.45	\$ -	\$ 1,239.45
1.6120.014.312.308.308.00	Workshop Expenses/Allowable Travel	\$ 3,760.55	\$ -	\$ 3,760.55
1.6120.014.312.320.320.00	Workshop Expenses/Allowable Travel	\$ -	\$ (0.01)	\$ (0.01)
	<b>Career Technical Education - Program Support</b>	<b>\$ 163,715.01</b>	<b>\$ (107,082.01)</b>	<b>\$ 56,633.00</b>
1.5110.024.162.330.000.00	Substitute Teacher	\$ 200.00	\$ -	\$ 200.00
1.5110.024.162.320.000.00	Substitute Teacher	\$ 400.00	\$ -	\$ 400.00
1.5110.024.231.000.000.00	Employer's Hospitalization Cost	\$ -	\$ (600.00)	\$ (600.00)
1.5110.024.231.000.000.00	Employer's Hospitalization Cost	\$ -	\$ (1,350.08)	\$ (1,350.08)
1.5330.024.231.308.000.00	Employer's Hospitalization Cost	\$ 1,350.08	\$ -	\$ 1,350.08
	<b>Disadvantage Students Supplemental Funding</b>	<b>\$ 1,950.08</b>	<b>\$ (1,950.08)</b>	<b>\$ -</b>
1.5110.027.199.304.000.00	Overtime Pay	\$ 25.00	\$ -	\$ 25.00
1.5110.027.231.000.000.00	Employer's Hospitalization Cost	\$ -	\$ (25.00)	\$ (25.00)
1.5210.027.199.000.000.00	Overtime Pay	\$ -	\$ (7,160.00)	\$ (7,160.00)
1.5210.027.211.000.000.00	Employer's Social Security Cost	\$ -	\$ (397.00)	\$ (397.00)
1.5270.027.231.316.000.00	Employer's Hospitalization Cost	\$ 7,557.00	\$ -	\$ 7,557.00
	<b>Teacher Assistants</b>	<b>\$ 7,582.00</b>	<b>\$ (7,582.00)</b>	<b>\$ -</b>
1.5110.031.162.000.000.00	Substitute Teacher	\$ -	\$ (19,407.48)	\$ (19,407.48)
1.5110.031.162.000.000.00	Substitute Teacher	\$ -	\$ (13,395.10)	\$ (13,395.10)
1.5330.031.121.308.000.00	Classroom Teacher	\$ 17,540.14	\$ -	\$ 17,540.14
1.5330.031.181.000.000.00	Supplementary Pay	\$ -	\$ (2,200.00)	\$ (2,200.00)
1.5330.031.211.308.000.00	Employer's Social Security Cost	\$ 1,144.46	\$ -	\$ 1,144.46
1.5330.031.211.000.000.00	Employer's Social Security Cost	\$ -	\$ (168.00)	\$ (168.00)
1.5330.031.221.000.000.00	Employer's Retirement Cost	\$ -	\$ (550.00)	\$ (550.00)
1.5330.031.221.308.000.00	Employer's Retirement Cost	\$ 3,640.88	\$ -	\$ 3,640.88
1.5860.031.211.000.000.00	Employer's Social Security Cost	\$ 1,000.00	\$ -	\$ 1,000.00
1.5860.031.211.000.000.00	Employer's Social Security Cost	\$ 3,355.10	\$ -	\$ 3,355.10
1.5860.031.221.000.000.00	Employer's Retirement Cost	\$ 2,500.00	\$ -	\$ 2,500.00
1.5860.031.221.000.000.00	Employer's Retirement Cost	\$ 10,040.00	\$ -	\$ 10,040.00
1.6610.031.231.810.000.00	Employer's Hospitalization Cost	\$ -	\$ (16,700.00)	\$ (16,700.00)
1.6620.031.211.810.000.00	Employer's Social Security Cost	\$ 2,000.00	\$ -	\$ 2,000.00
1.6620.031.221.810.000.00	Employer's Retirement Cost	\$ 6,000.00	\$ -	\$ 6,000.00
1.6620.031.231.810.000.00	Employer's Hospitalization Cost	\$ 5,200.00	\$ -	\$ 5,200.00
	<b>Low Wealth Counties Supplemental Funding</b>	<b>\$ 52,420.58</b>	<b>\$ (52,420.58)</b>	<b>\$ -</b>
1.5110.048.180.000.000.00	Bonus Pay (Non-Retirement)	\$ -	\$ (2,045.37)	\$ (2,045.37)
1.5260.048.180.308.000.00	Bonus Pay (Non-Retirement)	\$ 1,900.00	\$ -	\$ 1,900.00

1.5260.048.211.308.000.00	Employer's Social Security Cost	\$ 145.37	\$ -	\$ 145.37
	<b>Principal and Other Teacher Performance</b>	<b>\$ 2,045.37</b>	<b>\$ (2,045.37)</b>	<b>\$ -</b>
1.6550.056.165.000.000.00	Transportation Personnel	\$ 7,000.00	\$ -	\$ 7,000.00
1.6550.056.165.000.000.00	Transportation Personnel	\$ 3,000.00	\$ -	\$ 3,000.00
1.6550.056.221.000.000.00	Employer's Retirement Cost	\$ -	\$ (3,000.00)	\$ (3,000.00)
1.6550.056.231.000.000.00	Employer's Hospitalization Cost	\$ 2,000.00	\$ -	\$ 2,000.00
1.6550.056.319.000.000.00	Other Professional and Technical Services	\$ -	\$ (9,000.00)	\$ (9,000.00)
1.6550.056.331.000.000.00	Pupil Transportation - Contracted	\$ -	\$ (4,200.00)	\$ (4,200.00)
1.6550.056.462.000.000.00	Computer Equip/Inventoried	\$ 4,200.00	\$ -	\$ 4,200.00
	<b>Transportation of Pupils</b>	<b>\$ 16,200.00</b>	<b>\$ (16,200.00)</b>	<b>\$ -</b>
1.5110.061.411.320.320.00	Supplies and Materials	\$ -	\$ (2,153.40)	\$ (2,153.40)
1.5110.061.418.320.320.00	Computer Software and Supplies	\$ 2,153.40	\$ -	\$ 2,153.40
	<b>Classroom Materials/Supplies</b>	<b>\$ 2,153.40</b>	<b>\$ (2,153.40)</b>	<b>\$ -</b>
1.5420.067.117.000.000.00	Assistant Principal Intern Salary	\$ -	\$ (2,010.77)	\$ (2,010.77)
1.5420.067.211.330.000.00	Employer's Social Security Cost	\$ 2,010.77	\$ -	\$ 2,010.77
	<b>Assistant Principal Interns - MSA Students</b>	<b>\$ 2,010.77</b>	<b>\$ (2,010.77)</b>	<b>\$ -</b>
1.5210.069.199.330.000.00	Overtime Pay	\$ 100.00	\$ -	\$ 100.00
1.5310.069.231.000.000.00	Employer's Hospitalization Cost	\$ 500.00	\$ -	\$ 500.00
1.5310.069.231.000.000.00	Employer's Hospitalization Cost	\$ 3,863.46	\$ -	\$ 3,863.46
1.5810.069.131.000.000.00	Instructional Support I - Regular	\$ -	\$ (3,863.46)	\$ (3,863.46)
1.5810.069.221.000.000.00	Employer's Retirement Cost	\$ -	\$ (2,100.00)	\$ (2,100.00)
1.5810.069.231.000.000.00	Employer's Hospitalization Cost	\$ -	\$ (1,424.80)	\$ (1,424.80)
1.5830.069.131.000.000.00	Instructional Support I - Regular	\$ 16,110.52	\$ -	\$ 16,110.52
1.5830.069.146.000.000.00	School-Based Specialist	\$ -	\$ (16,110.52)	\$ (16,110.52)
1.5830.069.231.000.000.00	Employer's Hospitalization Cost	\$ 1,500.00	\$ -	\$ 1,500.00
1.5830.069.231.000.000.00	Employer's Hospitalization Cost	\$ 1,424.80	\$ -	\$ 1,424.80
	<b>At-Risk Student Services</b>	<b>\$ 23,498.78</b>	<b>\$ (23,498.78)</b>	<b>\$ -</b>
1.5110.085.163.304.000.00	Substitute Pay-Staff Development	\$ 337.50	\$ -	\$ 337.50
1.5110.085.163.316.000.00	Substitute Pay-Staff Development	\$ 595.64	\$ -	\$ 595.64
1.5110.085.163.330.000.00	Substitute Pay-Staff Development	\$ 337.50	\$ -	\$ 337.50
1.5110.085.163.330.000.00	Substitute Pay-Staff Development	\$ 112.50	\$ -	\$ 112.50
1.5110.085.211.330.000.00	Employer's Social Security Cost	\$ 25.82	\$ -	\$ 25.82
1.5110.085.211.316.000.00	Employer's Social Security Cost	\$ 45.57	\$ -	\$ 45.57
1.5110.085.211.304.000.00	Employer's Social Security Cost	\$ 25.83	\$ -	\$ 25.83
1.5110.085.211.330.000.00	Employer's Social Security Cost	\$ 8.61	\$ -	\$ 8.61
1.5110.085.312.000.000.00	Workshop Expenses/Allowable Travel	\$ -	\$ (1,367.86)	\$ (1,367.86)
1.5110.085.411.000.000.00	Supplies and Materials	\$ -	\$ (1,077.58)	\$ (1,077.58)
1.5110.085.411.316.000.63	Supplies and Materials	\$ 6,902.40	\$ -	\$ 6,902.40
1.5110.085.411.000.000.00	Supplies and Materials	\$ -	\$ (7,023.51)	\$ (7,023.51)
1.5110.085.418.000.000.00	Computer Software and Supplies	\$ 1,077.58	\$ -	\$ 1,077.58
	<b>Feminine Hygiene Grant Program</b>	<b>\$ 9,468.95</b>	<b>\$ (9,468.95)</b>	<b>\$ -</b>
1.5110.131.413.000.000.00	Textbook & Digital Resources	\$ 18,759.00	\$ -	\$ 18,759.00
	<b>Textbook &amp; Digital Resources</b>	<b>\$ 18,759.00</b>	<b>\$ -</b>	<b>\$ 18,759.00</b>
1.5120.258.418.000.000.00	Computer Software and Supplies	\$ 48,000.00	\$ -	\$ 48,000.00
	<b>Plasma Games Grant Program</b>	<b>\$ 48,000.00</b>	<b>\$ -</b>	<b>\$ 48,000.00</b>
	<b>BUDGET AMENDMENT TOTAL</b>	<b>\$ 66,759.00</b>	<b>\$ -</b>	<b>\$ 66,759.00</b>



CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: Local

Budget Amendment: 3

The Clinton City Board of Education at a meeting on the 17<sup>th</sup> day of April 2024, passed the following resolution:


Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2024.

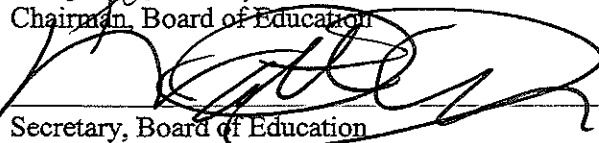
SEE ATTACHED LISTING

Total appropriation in current budget	\$7,026,154.74
Total increase/decrease of amendment	\$0.00
Total appropriation in amended budget	\$7,026,154.74

Passed by majority vote of the Clinton City Board of Education on the 17<sup>th</sup> day of April 2024.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

  
\_\_\_\_\_  
Chairman, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

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

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: LOCAL**

CODE	DESCRIPTION	INCREASE	DECREASE	TOTAL
2.6610.002.231.810.000.00	Employer's Hospitalization Cost	\$ 1,700.00	\$ -	\$ 1,700.00
2.6940.002.231.810.000.00	Employer's Hospitalization Cost	\$ 630.00	\$ -	\$ 630.00
	<b>Central Office Administration</b>	<b>\$ 2,330.00</b>	<b>\$ -</b>	<b>\$ 2,330.00</b>
2.5110.003.162.000.000.00	Substitute Pay	\$ -	\$ (5,100.00)	\$ (5,100.00)
2.5110.003.163.000.000.00	Substitute Pay - Staff Development	\$ -	\$ (500.00)	\$ (500.00)
2.5110.003.221.316.000.00	Employer's Retirement Cost	\$ 100.00	\$ -	\$ 100.00
2.5132.003.162.000.000.00	Substitute Pay	\$ 5,000.00	\$ -	\$ 5,000.00
2.5132.003.211.000.000.00	Employer's Social Security Cost	\$ 500.00	\$ -	\$ 500.00
	<b>Non-Instructional Support Personnel</b>	<b>\$ 5,600.00</b>	<b>\$ (5,600.00)</b>	<b>\$ -</b>
2.5220.009.211.308.000.00	Employer's Social Security Cost	\$ 19.69	\$ -	\$ 19.69
2.5410.009.211.308.000.00	Employer's Social Security Cost	\$ 165.58	\$ -	\$ 165.58
2.6110.009.188.000.000.00	Annual Leave Payout	\$ -	\$ (800.54)	\$ (800.54)
2.6120.009.211.308.000.00	Employer's Social Security Cost	\$ 23.74	\$ -	\$ 23.74
2.6120.009.221.308.000.00	Employer's Retirement Cost	\$ 71.18	\$ -	\$ 71.18
2.6540.009.184.000.000.00	Longevity Pay	\$ 40.56	\$ -	\$ 40.56
2.6540.009.211.000.000.00	Employer's Social Security Cost	\$ 2.67	\$ -	\$ 2.67
2.6540.009.221.000.000.00	Employer's Retirement Cost	\$ 9.85	\$ -	\$ 9.85
2.6610.009.188.810.000.00	Annual Leave Payout	\$ -	\$ (1,700.00)	\$ (1,700.00)
2.6610.009.188.810.000.00	Annual Leave Payout	\$ -	\$ (3,659.94)	\$ (3,659.94)
2.6710.009.188.810.000.00	Annual Leave Payout	\$ -	\$ (5,078.25)	\$ (5,078.25)
2.6940.009.184.810.000.00	Longevity Pay	\$ 467.27	\$ -	\$ 467.27
	<b>Non-Contributory Employee Benefits</b>	<b>\$ 800.54</b>	<b>\$ (11,238.73)</b>	<b>\$ (10,438.19)</b>
2.5120.013.211.320.000.00	Employer's Social Security Cost	\$ 811.81	\$ -	\$ 811.81
2.5120.013.221.320.000.00	Employer's Retirement Cost	\$ 2,655.12	\$ -	\$ 2,655.12
2.5120.013.231.320.000.00	Employer's Hospitalization Cost	\$ 1,511.40	\$ -	\$ 1,511.40
2.5220.013.211.000.000.00	Employer's Social Security Cost	\$ 2,375.55	\$ -	\$ 2,375.55
2.5220.013.221.000.000.00	Employer's Retirement Cost	\$ -	\$ (2,375.55)	\$ (2,375.55)
	<b>Career Technical Education</b>	<b>\$ 7,353.88</b>	<b>\$ (2,375.55)</b>	<b>\$ 4,978.33</b>
2.6400.015.411.000.000.00	Supplies and Materials	\$ -	\$ (500.00)	\$ (500.00)
2.6400.015.418.000.120.00	Computer Software and Supplies	\$ 500.00	\$ -	\$ 500.00
	<b>School Technology Fund</b>	<b>\$ 500.00</b>	<b>\$ (500.00)</b>	<b>\$ -</b>
2.5860.031.146.000.000.00	School-Based Specialist	\$ -	\$ (3,980.10)	\$ (3,980.10)
2.5860.031.146.000.000.00	School-Based Specialist	\$ 2,105.09	\$ -	\$ 2,105.09
2.5860.031.181.000.000.00	Supplementary Pay	\$ -	\$ (2,105.09)	\$ (2,105.09)
2.6620.031.192.810.000.00	Addl Responsibility Stipend	\$ 3,000.00	\$ -	\$ 3,000.00
2.6620.031.211.810.000.00	Employer's Social Security Cost	\$ 229.50	\$ -	\$ 229.50
2.6620.031.221.810.000.00	Employer's Retirement Cost	\$ 750.60	\$ -	\$ 750.60
	<b>Low Wealth Counties Supplemental Funding</b>	<b>\$ 6,085.19</b>	<b>\$ (6,085.19)</b>	<b>\$ -</b>
2.6550.056.147.000.000.00	Technology Assistant	\$ 1,385.00	\$ -	\$ 1,385.00
2.6550.056.171.000.000.00	Driver	\$ -	\$ (1,385.00)	\$ (1,385.00)

	<b>Transportation of Pupils</b>	<b>\$ 1,385.00</b>	<b>\$ (1,385.00)</b>	<b>\$ -</b>
2.5110.061.342.320.320.00	Classroom Materials - Postage	\$ 177.61	\$ -	\$ 177.61
2.5110.061.411.320.320.00	Supplies and Materials	\$ -	\$ (126.89)	\$ (126.89)
2.5110.061.411.304.304.00	Supplies and Materials	\$ -	\$ (1,401.60)	\$ (1,401.60)
2.5110.061.411.320.320.00	Supplies and Materials	\$ -	\$ (2,384.74)	\$ (2,384.74)
2.5110.061.411.320.320.00	Supplies and Materials	\$ -	\$ (171.18)	\$ (171.18)
2.5110.061.411.304.304.00	Supplies and Materials	\$ -	\$ (2,370.56)	\$ (2,370.56)
2.5110.061.411.304.304.00	Supplies and Materials	\$ 275.00	\$ -	\$ 275.00
2.5110.061.411.320.320.00	Supplies and Materials	\$ -	\$ (177.61)	\$ (177.61)
2.5110.061.418.320.320.00	Computer Software and Supplies	\$ 2,384.74	\$ -	\$ 2,384.74
2.5110.061.418.320.320.00	Computer Software and Supplies	\$ 171.18	\$ -	\$ 171.18
2.5110.061.461.304.304.00	Furniture/Equip-Inventoried	\$ 2,370.56	\$ -	\$ 2,370.56
2.5110.061.462.320.320.00	Furniture/Equip-Inventoried	\$ 126.89	\$ -	\$ 126.89
2.5110.061.462.304.304.00	Furniture/Equip-Inventoried	\$ 1,401.60	\$ -	\$ 1,401.60
	<b>Classroom Materials/Supplies</b>	<b>\$ 6,907.58</b>	<b>\$ (6,632.58)</b>	<b>\$ 275.00</b>
2.5330.069.211.000.000.00	Employer's Social Security Cost	\$ -	\$ (500.00)	\$ (500.00)
2.5850.069.312.000.000.00	Workshop Expenses/Allowable Travel	\$ 500.00	\$ -	\$ 500.00
	<b>At-Risk Student Services</b>	<b>\$ 500.00</b>	<b>\$ (500.00)</b>	<b>\$ -</b>
2.5501.801.221.000.000.00	Employer's Retirement Cost	\$ -	\$ (3,061.02)	\$ (3,061.02)
2.5110.801.235.000.000.00	Employer's Life Insurance Cost	\$ 3,060.54	\$ -	\$ 3,060.54
2.5820.801.221.000.000.00	Employer's Retirement Cost	\$ 0.48	\$ -	\$ 0.48
2.6510.801.182.000.000.00	LOCAL OPERATIONS - Substitute Pay	\$ -	\$ (966.38)	\$ (966.38)
2.6510.801.326.000.000.00	Contract Repairs-Equipment	\$ 54.81	\$ -	\$ 54.81
2.6510.801.341.810.000.00	Telephone	\$ 966.38	\$ -	\$ 966.38
2.6510.801.341.000.000.00	Telephone	\$ 6,400.00	\$ -	\$ 6,400.00
2.6520.801.314.810.000.00	Printing and Binding Fees	\$ -	\$ (54.81)	\$ (54.81)
2.6620.801.319.810.000.00	Other Professional and Technical Services	\$ -	\$ (600.00)	\$ (600.00)
2.6620.801.353.810.000.00	Certification/Licensing fees	\$ 600.00	\$ -	\$ 600.00
2.6710.801.312.810.000.00	Workshop Expenses/Allowable Travel	\$ -	\$ (250.00)	\$ (250.00)
2.6710.801.411.810.000.00	Supplies and Materials	\$ 1,002.17	\$ -	\$ 1,002.17
2.6710.801.461.810.000.00	Furniture/Equip-Inventoried	\$ -	\$ (2,046.00)	\$ (2,046.00)
2.6710.801.462.810.000.00	Furniture/Equip-Inventoried	\$ 1,502.02	\$ -	\$ 1,502.02
2.6940.801.327.000.000.00	Rentals	\$ 500.00	\$ -	\$ 500.00
2.6940.801.411.810.000.00	Supplies and Materials	\$ -	\$ (4,000.00)	\$ (4,000.00)
2.6940.801.459.810.000.00	Other Food Purchases	\$ 4,000.00	\$ -	\$ 4,000.00
	<b>Local Operations</b>	<b>\$ 18,086.40</b>	<b>\$ (10,978.21)</b>	<b>\$ 7,108.19</b>
2.6580.802.311.000.000.00	Contracted Services	\$ -	\$ (58.04)	\$ (58.04)
2.6580.802.312.000.000.00	Workshop Expenses/Allowable Travel	\$ 58.04	\$ -	\$ 58.04
2.6580.802.312.000.000.00	Workshop Expenses/Allowable Travel	\$ 178.48	\$ -	\$ 178.48
2.6580.802.313.000.000.00	Advertising Cost	\$ -	\$ (178.48)	\$ (178.48)
2.6580.802.325.000.000.00	Contract Repairs-Land/Building	\$ 5,000.00	\$ -	\$ 5,000.00
2.6580.802.423.000.000.00	Gas/Diesel Fuel	\$ 8,400.00	\$ -	\$ 8,400.00
2.6580.802.461.000.000.00	Furniture/Equip-Inventoried	\$ -	\$ (8,400.00)	\$ (8,400.00)
2.6580.802.541.000.000.00	Purchase of Equipment-Capital	\$ -	\$ (5,000.00)	\$ (5,000.00)
	<b>Operation of Plant/Facilities</b>	<b>\$ 13,636.52</b>	<b>\$ (13,636.52)</b>	<b>\$ -</b>
2.5110.805.196.000.000.00	Staff Dev Participant Pay	\$ -	\$ (4,978.33)	\$ (4,978.33)
2.5870.805.163.304.304.00	Substitute Pay - Staff Development	\$ 225.00	\$ -	\$ 225.00

2.5870.805.196.000.000.00	Staff Dev Participant Pay	\$ -	\$ (152.59)	\$ (152.59)
2.5870.805.211.304.304.00	Employer's Social Security Cost	\$ 17.22	\$ -	\$ 17.22
2.5870.805.312.000.000.00	Workshop Expenses/Allowable Travel	\$ 152.59	\$ -	\$ 152.59
2.5870.805.312.304.000.00	Workshop Expenses/Allowable Travel	\$ -	\$ (275.00)	\$ (275.00)
2.5870.805.312.304.304.00	Workshop Expenses/Allowable Travel	\$ -	\$ (242.22)	\$ (242.22)
2.5870.805.312.810.000.00	Workshop Expenses/Allowable Travel	\$ 1,000.00	\$ -	\$ 1,000.00
	<b>Workshop Expenses</b>	<b>\$ 1,394.81</b>	<b>\$ (5,648.14)</b>	<b>\$ (4,253.33)</b>
	<b>BUDGET AMENDMENT TOTAL</b>	<b>\$ 64,579.92</b>	<b>\$ (64,579.92)</b>	<b>\$ 0.00</b>

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: Other Special Revenue Fund

Budget Amendment: 2

The Clinton City Board of Education at a meeting on the 17<sup>th</sup> day of April, 2024, passed the following resolution:

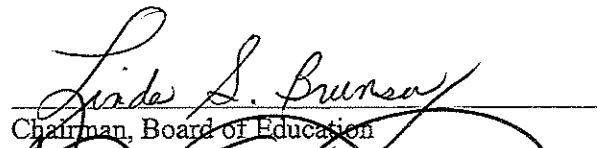
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2024.

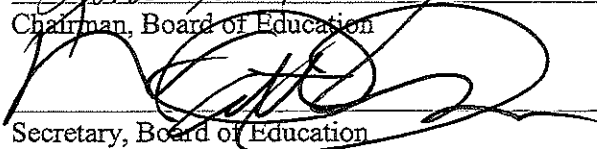
**SEE ATTACHED LISTING**

Total appropriation in current budget	\$2,477,519.00
Total increase/decrease of amendment	\$0.00
Total appropriation in amended budget	\$2,477,519.00

Passed by majority vote of the Clinton City Board of Education on the 17<sup>th</sup> day of April 2024.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

  
\_\_\_\_\_  
Chairman, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

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

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: OTHER**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INCREASE</b>	<b>DECREASE</b>	<b>TOTAL</b>
8.5210.009.184.304.000.00	Longevity Pay	\$ -	\$ (10,000.00)	\$ (10,000.00)
8.5230.009.188.316.000.00	Annual Leave Payout	\$ -	\$ (4,537.91)	\$ (4,537.91)
8.5340.009.184.316.000.00	Longevity Pay	\$ -	\$ (10,000.00)	\$ (10,000.00)
8.5340.009.221.316.000.00	Employer's Retirement Cost	\$ -	\$ (500.00)	\$ (500.00)
	<b>Non-Contributory Employee Benefits</b>	\$ -	\$ (25,037.91)	\$ (25,037.91)
8.5340.305.221.000.000.00	Employer's Retirement Cost	\$ -	\$ (2,016.44)	\$ (2,016.44)
8.5340.305.221.000.000.00	Employer's Retirement Cost	\$ -	\$ (7,900.00)	\$ (7,900.00)
8.5340.305.231.000.000.00	Employer's Hospitalization Cost	\$ 2,016.44	\$ -	\$ 2,016.44
8.6200.305.121.316.000.00	Classroom Teacher	\$ 2,500.00	\$ -	\$ 2,500.00
8.6200.305.182.316.000.00	Substitute Pay	\$ 400.00	\$ -	\$ 400.00
8.6200.305.221.316.000.00	Employer's Retirement Cost	\$ 3,000.00	\$ -	\$ 3,000.00
8.6200.305.231.316.000.00	Employer's Hospitalization Cost	\$ 2,000.00	\$ -	\$ 2,000.00
	<b>Medicaid Administrative Outreach</b>	\$ 9,916.44	\$ (9,916.44)	\$ -
8.6200.306.319.000.000.00	Other Professional and Technical Services	\$ -	\$ (2,486.67)	\$ (2,486.67)
8.6200.306.462.000.000.00	Computer Equip/Inventoried	\$ 2,486.67	\$ -	\$ 2,486.67
	<b>Medicaid Direct Service Reimbursement</b>	\$ 2,486.67	\$ (2,486.67)	\$ -
8.5320.310.146.000.000.00	School-Based Specialist	\$ -	\$ (1,500.00)	\$ (1,500.00)
8.5320.310.312.000.000.00	Workshop Expenses/Allowable Travel	\$ 1,500.00	\$ -	\$ 1,500.00
	<b>Indian Education Grant</b>	\$ 1,500.00	\$ (1,500.00)	\$ -
8.5340.413.121.000.000.00	Classroom Teacher	\$ -	\$ (1,550.00)	\$ (1,550.00)
8.5340.413.162.000.000.00	Substitute Teacher	\$ 300.00	\$ -	\$ 300.00
8.5340.413.167.000.000.00	Teacher Asst.Pay-Reg. Absence	\$ 1,200.00	\$ -	\$ 1,200.00
8.5340.413.199.000.000.00	Overtime Pay	\$ 50.00	\$ -	\$ 50.00
8.6550.413.331.000.000.00	Pupil Transportation - Contracted	\$ 34,537.91	\$ -	\$ 34,537.91
	<b>NC PRE-K</b>	\$ 36,087.91	\$ (1,550.00)	\$ 34,537.91
8.8700.496.351.308.000.00	Tuition Reimbursements	\$ 500.00	\$ -	\$ 500.00
	<b>MARTIN LEDER SCHOLARSHIP</b>	\$ 500.00	\$ -	\$ 500.00
8.5840.615.312.000.000.00	Workshop Expenses/Allowable Travel	\$ 400.00	\$ -	\$ 400.00
8.5840.615.326.000.000.00	Contract Repairs-Equipment	\$ -	\$ (400.00)	\$ (400.00)
	<b>SCHOOL NURSE PROGRAM</b>	\$ 400.00	\$ (400.00)	\$ -
8.6550.706.171.000.000.00	ACTIVITY BUS - Driver	\$ -	\$ (10,000.00)	\$ (10,000.00)
	<b>ACTIVITY BUS</b>	\$ -	\$ (10,000.00)	\$ (10,000.00)
8.5501.840.162.308.000.00	Substitute Teacher	\$ -	\$ (300.00)	\$ (300.00)
8.5501.840.163.308.000.00	Substitute Pay-Staff Developme	\$ 300.00	\$ -	\$ 300.00
8.5501.840.171.320.000.00	ATHLETICS - Driver	\$ 350.00	\$ -	\$ 350.00
8.5501.840.173.308.000.00	ATHLETICS - Custodian	\$ -	\$ (350.00)	\$ (350.00)
	<b>Athletics</b>	\$ 650.00	\$ (650.00)	\$ -
	<b>BUDGET AMENDMENT TOTAL</b>	\$ 51,541.02	\$ (51,541.02)	\$ 0.00

# SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson  
Health Director



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

To: Mr. Edwin Causey  
County Manager

Stephanie Shannon  
Clerk to the Board

From: Wanda Robinson   
Health Director

Subject: County Commissioner's Consent Agenda

Date: May 21, 2024

Attached are items that were approved by the SCHED Health Advisory Committee on May 14, 2024. These items are being submitted for approval by the County Commissioners.

- I. SCHED HIPAA Privacy Policy and Procedures Manual
- II. SCHED Health Advisory Committee Operation Policy and Procedures- No changes
- III. SCHED Health Advisory Committee Conflict of Interest Policy and Procedures- No changes
- IV. Board of Health Operating Policy and Procedures- No changes
- V. SCHED FISCAL Services Policy and Procedures
- VI. Child Fatality Prevention Team Member Appointment Request
  - 1) Highway Patrol Officer- Sgt. Kevin Pearson
  - 2) Parent of a child who died prior to eighteenth birthday- Sara Rosario

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

**Sampson County Health Department**  
**HIPAA PRIVACY**  
**POLICY & PROCEDURE**  
**MANUAL**

**2023**

**2024**



**SAMPSON COUNTY HEALTH DEPARTMENT**  
**HIPAA Privacy Policy & Procedure Manual: Year 2023 2024**

	Applicable Signatures/Title:
Manual: SCHD HIPAA Manual	Program Specialist: Wanda Robinson
Title: SCHD HIPAA Policy & Procedures	Supervisor: N/A
<input type="checkbox"/> Program Policy: _____ Program	Director of Nursing: Kelly Parrish
<input type="checkbox"/> Program Procedure: _____ Program	Medical Director: Dr. Timothy Smith
X Management/Department-wide Policy	Health Director: Wanda Robinson
<input type="checkbox"/> workforce Policy	Board of Health Chair: Jerol Kivett
<input type="checkbox"/> Fiscal Policy	Health Advisory Board Chair: Jeffrey Bell
	Effective Date: 07/01/2023 07/01/2024
Distributed to: All workforce	Supersedes: 07/01/2022 07/01/2023

Review/Revision Date: 04/2003; 04/2004; 04/2005; 04/2006; 04/2007; 04/2008; 04/2009; 04/2010; 04/2011; 04/2012; 04/2013; 04/2014; 04/2015; 04/2016; 04/2017; 04/2018; 01/27/2020 12/07/20, 12/08/21; 03/21/2022; 07/01/2022; 07/01/2023; 07/01/2024

\_\_\_\_\_  
Jerol Kivett

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Jeffrey Bell

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Timothy Smith

\_\_\_\_\_  
Date

\_\_\_\_\_  
Health Director

\_\_\_\_\_  
Date

**HIPPA OMNIBUS RULE  
PATIENT ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES  
AND CONSENT/LIMITED AUTHORIZATION & RELEASE FORM**

You may refuse to sign this acknowledgement & authorization. In refusing we may not be able to process your insurance claims.

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

The undersigned acknowledges receipt of a copy of the currently effective Notice of Privacy Practices for This healthcare facility. A copy of this signed, dated document shall be as effective as the original.  
MY SIGNATURE WILL ALSO SERVE AS AUTHORIZATION TO SHARE INFORMATION AS INDICATED BELOW.  
«Patient Last Name»    «Patient First Name»    « Signature »

PLEASE LIST ANY OTHER PARTIES WHO CAN HAVE ACCESS TO YOUR HEALTH INFORMATION: (This includes step-parents, grandparents and any care takers who can have access to this patient's records)

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

I AUTHORIZE CONTACT FROM THIS OFFICE TO **CONFIRM MY APPOINTMENTS, TREATMENT & BILLING INFORMATION** VIA:

- \_\_\_\_ Cell Phone Confirmation/Text Confirmation
- \_\_\_\_ Home Phone Confirmation
- \_\_\_\_ Work Phone Confirmation
- \_\_\_\_ Any of the Above

I AUTHORIZE **INFORMATION ABOUT MY HEALTH** BE CONVEYED VIA:

- \_\_\_\_ Cell Phone Confirmation/Text Confirmation
- \_\_\_\_ Home Phone Confirmation
- \_\_\_\_ Work Phone Confirmation
- \_\_\_\_ Any of the Above

In signing this HIPPA Patient Acknowledgement Form, you acknowledge and authorize, that this office may recommend products or services to promote your improved health. This office may or may not receive third party remuneration from these affiliated companies. We, under current HIPPA Omnibus Rule, provide you this information with your knowledge and consent.

**Office Use Only**

I attempted to obtain the patient's (or representatives) signature on this Acknowledgement but did not because:

- \_\_\_\_ It was emergency treatment
- \_\_\_\_ I could not communicate with the patient
- \_\_\_\_ The patient refused to sign
- \_\_\_\_ The patient was unable to sign because \_\_\_\_\_
- \_\_\_\_ Other (please describe) \_\_\_\_\_

« Signature »

Signature of SCHD Employee

Revised November 18, 2021  
Reviewed July 1, 2023, 4/2024

**REGLAS DEL OMNIBUS DE HIPPA**  
**RECONOCIMIENTO DE ACEPTACION POR PARTE DEL PACIENTE DEL AVISO DE PRACTICAS PRIVADAS Y**  
**CONSENTIMIENTO/AUTORIZACIÓN LIMITADA Y FORMA DE ENTREGA DE INFORMACIÓN**  
**Usted puede rehusarse a firmar este reconocimiento & autorizacion. Al rehusarse, es posible que no podamos**  
**procesar su reclamacion de seguro.**

Fecha: \_\_\_\_\_

El suscrito reconoce que ha recibido una copia del actual Aviso de Practicas Privadas de este centro de cuidado de salud. Una copia de este formulario con fecha y firma sera tan efectivo como el original.

MI FIRMA TAMBIEN SIRVE COMO AUTORIZACION PARA COMPARTIR INFORMACIONES COMO SE INDICA ABAJO.

F«Patient Last Name»»

««Patient First Name»»

« Signature »

POR FAVOR MENCIONE OTROS INDIVIDUOS QUE PUEDEN TENER ACCESO A SU INFORMACION MEDICA: (Esto incluye padrastros, abuelos y cualquier persona de cuidado quien pueda tener acceso al expediente del paciente)

Nombre: \_\_\_\_\_ Parentesco: \_\_\_\_\_ Telefono: \_\_\_\_\_

Nombre: \_\_\_\_\_ Parentesco: \_\_\_\_\_ Telefono: \_\_\_\_\_

YO AUTORIZO CONTACTO DE ESTA OFICINA A **CONFIRMAR MIS CITAS, INFORMACION DE TRATAMIENTO Y COBRO** VIA:

\_\_\_\_ Confirmacion por Telefono Celular/Confirmacion por texto

\_\_\_\_ Confirmacion por Telefono de Hogar

\_\_\_\_ Confirmacion por Telefono de mi Empleo

\_\_\_\_ Cualquier mencionado arriba

YO AUTORIZO QUE **INFORMACION SOBRE MI SALUD** SEA COMUNICADA VIA:

\_\_\_\_ Confirmacion por Telefono Celular/Confirmacion por texto

\_\_\_\_ Confirmacion por Telefono de Hogar

\_\_\_\_ Confirmacion por Telefono de mi Empleo

\_\_\_\_ Cualquier mencionado arriba

Al firmar esta forma de Reconocimiento del Paciente sobre el HIPPA, usted reconoce y autoriza, que esta oficina puede recomendar productos o servicios para promover su salud mejorada. Esta oficina podra o no podra recibir remuneracion de estas companias afiliadas. Nosotros, bajo la actual Regla del Omnibus de HIPPA, le provee esta informacion para su conocimiento y consentimiento.

**Office Use Only**

I attempted to obtain the patient's (or representatives) signature on this Acknowledgement but did not because:

\_\_\_\_ It was emergency treatment

\_\_\_\_ I could not communicate with the patient

\_\_\_\_ The patient refused to sign

\_\_\_\_ The patient was unable to sign because \_\_\_\_\_

\_\_\_\_ Other (please describe) \_\_\_\_\_

« Signature »

Signature of SCHD Employee

**PATIENT AUTHORIZATION to Permit Use and Disclosure of Health Information**

\_\_\_\_\_  
Last Name                      First Name                      MI  
\_\_\_\_\_  
Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
\_\_\_\_\_  
Patient's Contact Number \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Sampson County Health Department**  
**360 County Complex Road, Suite 200**  
**Clinton, NC 28328**  
Phone: 910-592-1131      Fax: 910-590-1050

I am either the patient named above or the patient's legally authorized representative.

By signing this form, I authorize \_\_\_\_\_  
*Person or class of persons authorized to use or disclose the information*

to use or disclose by \_\_\_ fax \_\_\_ mail to \_\_\_\_\_  
*initials                      initials                      Person or class of persons to whom use or disclosure would be made*

the following protected health information (*identify the information in a specific and meaningful fashion*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The purpose of the use or disclosure is (*describe each purpose of the requested use or disclosure*):

\_\_\_\_\_

I understand that, with certain exceptions, I have the right to revoke this Authorization at any time. If I want to revoke this authorization, I must do so in writing. The procedure for how I may revoke the authorization, as well as the exceptions to my right to revoke, are explained in **Sampson County Health Department's** Notice of Privacy Practices, a copy of which will be provided to me upon request.

I understand that I may refuse to sign this authorization. I also understand that **Sampson County Health Department** cannot deny or refuse to provide treatment, payment, enrollment in a health plan, or eligibility for benefits if I refuse to sign this Authorization

I understand that, once information is disclosed pursuant to this Authorization, it is possible that it will no longer be protected by the federal medical privacy law and could be re-disclosed by the person or agency that receives it.

This authorization expires automatically upon \_\_\_\_\_  
*Date or event that relates to the patient or the purpose of the use or disclosure*

\_\_\_\_\_  
*Signature of patient OR Authorized representative*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Please print name of patient or authorized representative who signed above*

*Please explain representative's authority to act on behalf of the patient:* \_\_\_\_\_

**HIPAA OMNIBUS RULE  
PATIENT ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES  
AND CONSENT/LIMITED AUTHORIZATION & RELEASE FORM**

You may refuse to sign this acknowledgement & authorization. In refusing we may not be able to process your insurance claims.

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

The undersigned acknowledges receipt of a copy of the currently effective Notice of Privacy Practices for this healthcare facility. A copy of this signed, dated document shall be as effective as the original.

MY SIGNATURE WILL ALSO SERVE AS AUTHORIZATION TO SHARE INFORMATIONS AS INDICATED BELOW.

**Patient Name:**

\_\_\_\_\_

**Patient Signature:**

\_\_\_\_\_

PLEASE LIST ANY OTHER PARTIES WHO CAN HAVE ACCESS TO YOUR HEALTH INFORMATION: (This includes stepparents, grandparents and any care takers who can have access to this patient’s records) **Valid for one year (12 months) from date of signature.**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

I AUTHORIZE CONTACT FROM THIS OFFICE TO **CONFIRM MY APPOINTMENTS, TREATMENT & BILLING INFORMATION AND CONVEY INFORMAITON ABOUT MY HEALTH** VIA All phone numbers and email addresses provided.

In signing this HIPAA Patient Acknowledgement Form, you acknowledge and authorize, that this office may recommend products or services to promote your improved health. This office may or may not receive third party remuneration from these affiliated companies. We, under current HIPAA Omnibus Rule, provide you this information with your knowledge and consent.

**Revised 4/2024**

## Consent for Services at Sampson County Health Department

I am providing voluntarily consent to any medical screenings, interview procedures, examinations, treatments and procedures, birth control supplies and education, lab tests (which may include screening for syphilis, HIV, gonorrhea, chlamydia, cervical cancer), immunizations or any other tests which are deemed necessary in the opinion of my health care provider(s) to provide medical care services to me. I am providing consent prior to receiving any clinical or telemedicine/telehealth services.

I understand that the services provided to me are based on the program services that I have requested.

I understand that any possible risks associated with any care provided to me will be fully explained to me prior to receiving the care.

I understand that benefits associated with the services I have requested will be explained to me.

I understand that I may be offered alternatives to services I have requested if they are not available at this facility.

I understand that I have the right to withhold or withdraw consent to any part of the services offered to me except as required by law without affecting my right to treatment or future care.

I understand that I may be requested to sign additional consents based on the services I have requested prior to receiving those services.

I understand that no guarantees or warranties have been made to me concerning the results of the examinations, testing, treatments, or procedures.

**I understand that my insurance is being billed for the services I receive as well as any follow up services. I further understand I am responsible for any co-pays and/or any amounts not paid by my insurance company.**

I understand that this consent is valid for up to one year.

Follow up: I understand that if any problems are found, suggestions will be made to me concerning follow up and it is up to me to follow up. I will let the Sampson County Health Department know of any changes in my address and/or telephone number so that I may be contacted quickly, if needed. I understand that I should call back to Sampson County Health Department within allotted time frame for test results, if applicable. If my exam or lab work shows any problems, staff may send me to another clinic for help, if needed.

I consent to telehealth services provided by Sampson County Health Department Providers. I understand that services could be provided using apps such as Zoom, or any other secure apps available including telehealth services offered via the EMR systems. I understand Sampson County Health Department providers will take all appropriate measures to keep my information protected and confident.

I hereby authorize the Sampson County Health Department to release any information acquired in the course of my examination or treatment to insurance companies as requested to settle claims and I authorize payment of medical benefits (insurance payments) be sent to the Sampson County Health Department.

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**Patient Signature**

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**Patient Printed Name**

Revised 03/09; 10/12; 04/13; 11/2014; 10/2019; 07/2020, 03/2022; 03/2023

Reviewed 4/2024

**Sampson County Health Department**  
**HIPAA Privacy Policy & Procedure Manual Review & Revision**  
**Form**

<b>Annual Review Date</b>	<b>Revision Date</b>	<b>Revision: Name, Location, Page # of Section w/ Revision(s)</b>	<b>Changes Made By</b>	<b>Date Staff Notified</b>
04/02/18	04/02/18	1. Entire Policy Revised, is now SCHD only HIPAA policy to meet state and federal EHR HIPAA guidelines for medical entities. 2. Policy to be completely reviewed by all staff as a “new” policy.	W. Robinson	04/02/18
01/27/2020		Policy Update	W. Robinson	02/19/2020
12/7/2020		Policy Update	W. Robinson	12/7/2020
11/08/21		Policy Update	Wanda Robinson	12/08/21
	03/21/2022	Added County Wellness Authorization Form to Attachment D	Wanda Robinson	3/21/2022
07/01/2022		Policy Update Changes: Added Email policy Section 16-Communications Attachment D-Replaced English Form/Removed Spanish Form	Wanda Robinson	07/01/2022
07/01/2023		Annual Review/Update Changed Physician Extender to Advanced Medical Provider, Updated Consent form, reviewed other authorization forms	W. Robinson	07/01/2023
04/01/2024		Annual Review/Update Updated HIPAA Authorization Form. Reviewed all forms	W. Robinson	6/17/2024

**SAMPSON COUNTY HEALTH DEPARTMENT**  
**Advisory Committee**  
**Operating Policy and Procedures:**  
**Year 2024**

Manual: Board of Health	<u>Applicable Signatures/Title</u>
Title: Operating Policy Procedures	Program Coordinator/Specialist: N/A
( )SCHD Advisory Committee Policy	Supervisor: N/A
Distributed to: Advisory Committee Members	Director of Nursing: Kelly Parrish, RN
	Medical Director: Dr. Tim Smith
	Health Director: Wanda Robinson
	County Commissioner Chair: Jerol Kivett
	Health Advisory Board Chair: Dr. Jeffrey Bell
	Effective date: 8/01/2024
	Supersedes: 12/4/2023

Review/Revision Date: 11/18/13; 11/17/14; 11/16/15; 11/21/16; 11/20/17; 11/01/2018; 2/3/2020; 12/01/20;11/05/2021, 11/01/2022; 11/2023; 5/2024

\_\_\_\_\_  
Board of Health Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
SCHD Advisory Committee Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Health Director

\_\_\_\_\_  
Date



## **SAMPSON COUNTY HEALTH DEPARTMENT ADVISORY COMMITTEE OPERATING PROCEDURES**

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### **I. Name and Principal Office.**

The name of the organization is the Sampson County Health Department Advisory Committee (the "Committee"). The principal office of the Committee is located at 360 County Complex Road, Suite 200, Clinton, North Carolina 28328.

### **II. Officers and Committees.**

#### **A. Chair and Vice-Chair.**

The Committee members shall elect a Chair and a Vice-Chair by majority vote each year at the Committee's January regular meeting.

#### **B. Secretary.**

The local health director shall serve as Secretary to the Committee but is not a member of the Committee. The local health director may delegate the duties of the Secretary that are set forth in these operating procedures to an appropriate local health department employee or other designee.

#### **C. Standing Sub-Committees.**

The Committee shall have such standing sub-committees as it shall from time to time constitute. There is currently one (1) standing sub-committee: the Executive Sub-Committee, which is comprised of the Chair, the Vice-Chair, and two (2) other Committee members selected by majority vote of the Committee. All standing sub- committees are subject to North Carolina open meetings laws and shall comply with the provisions thereof.

#### **D. Temporary Sub-Committees.**

The Committee may establish and appoint members for temporary sub-committees as needed to carry out the Committee's work. All temporary sub-committees are subject to North Carolina open meetings laws and shall comply with the provisions thereof.

#### **E. Membership.**

Members of the Committee shall serve three (3) year terms. No member may serve more than three (3) consecutive three (3) year terms. The ex-officio, non-voting county commissioner serving on the Committee shall serve only so long as he or she is also a member of the Sampson County Board of Commissioners. Meetings.

**F. Regular Meetings.**

The Committee shall hold a regular meeting at least quarterly on the third Monday of the month. The meeting shall be held at a predetermined designated location at 6:30 p.m.

**G. Special Meetings.**

The Chair or a majority of the members of the Committee may at any time call a special meeting of the Committee by signing a notice stating the time and place of the meeting and the subjects to be considered. The person(s) who call the meeting shall cause the notice to be posted on the door of the regular meeting place and delivered to the Chair and all other Committee members or left at the usual dwelling place of each member at least 48 hours before the meeting. In addition, notice shall be provided to individual persons and news media organizations who have requested such notice. Only those items of business specified in the notice may be transacted at a special meeting, unless all members are present or those who are not present have signed a written waiver.

**H. Emergency Meetings.**

If a special meeting is called to deal with an unexpected circumstance that requires immediate consideration by the Committee, the notice requirements for regular and special meetings do not apply. However, the person or persons who call an emergency meeting shall take reasonable action to inform the other members and the public of the meeting. Local news organizations who have requested notice of special meetings shall be notified of such emergency meeting by the same method used to notify Committee members. Only business connected with the emergency may be discussed at the meeting.

**I. Agenda.**

The Secretary to the Committee shall prepare an agenda for each meeting. Any Committee member who wishes to place an item of business on the agenda shall submit a request to the Secretary at least two (2) working days before the meeting. For regular meetings, the Board may add items to the agenda or subtract items from the agenda by a majority vote. The agenda for a special or emergency meeting may be altered only if permitted by and in accordance with the North Carolina open meetings laws.

Any person may request that an item be placed on the Board's agenda by submitting a written request to the Secretary at least ten working days before the meeting.

**J. Presiding Officer.**

The Chair of the Committee shall preside at Committee meetings if he or she is present. If the Chair is absent, the Vice-Chair shall preside. If the Chair and Vice-Chair are both absent, another member designated by a majority vote of members present at the meeting shall preside.

**K. Quorum.**

A majority of the actual membership of the Committee, excluding vacant seats, shall constitute a quorum. A member who has withdrawn from a meeting without being excused by a majority vote of the remaining members shall be counted as present for purposes of determining whether or not a quorum is present.

**L. Voting.**

A member must abstain from voting in cases involving conflicts of interest as defined by North Carolina law. If a member has withdrawn from a meeting without being excused by a majority vote of the remaining members, the member's vote shall be recorded as an abstention. A quorum must be present to vote. Electronic voting is allowed in between board meeting, if deem necessary by the Chair and the Secretary.

**M. Minutes.**

The Secretary shall prepare minutes of each Committee meeting. Copies of the minutes shall be made available to each Committee member before the next regular Committee meeting. At each regular meeting, the Committee shall review the minutes of the previous regular meeting as well as any special or emergency meetings that have occurred since the previous regular meeting, make any necessary revisions, and approve the minutes as originally drafted or as revised. The public may obtain copies of Committee meeting minutes at Sampson County Health Department.

**III. Rule-Making Procedures and Other Procedural Matters.**

The Committee is advisory in nature and shall have no rule-making authority. Although the Committee may recommend proposed rules to the Board of Health as part of its advisory function, the Board of Health shall be the sole body with the authority to adopt rules. The Committee shall refer to the current edition of *Robert's Rules of Order Newly Revised ("RONR")* to answer procedural questions not addressed in these Operating Procedures so long as the procedures prescribed in *RONR* do not conflict with North Carolina law.

**IV. Amendments to Operating Procedures.**

These Operating Procedures may be amended at any regular meeting or at any

properly called special meeting that includes amendment of the Operating Procedures as one of the stated purposes of the meeting. A quorum must be present at the meeting at which amendments to the Operating Procedures are discussed and approved, and any amendments to the Operating Procedures must be approved by a majority of the members present at the meeting.

**V. Compliance with North Carolina Law.**

In conducting its business, the Committee shall comply with all applicable North Carolina law, including, but not limited to, open meetings laws and public records laws. To assist the Committee in compliance, the Secretary shall maintain a current copy of relevant North Carolina General Statutes and make them available to Committee members upon request.

**Sampson County Health Department  
Advisory Committee Operating Procedures Program Policy  
Review & Revision Form**

Annual Review Date	Revision Date	Revision: Name, Location, Page # of Section w/ Revision(s)	Changes Made By	Date Staff Notified
11/2020		Page 1 Dates and Names Page 2 Review & Revision Form added Page 6 Dates updated	S. DeMay	11-16-20
11/2021		Page 1 Dates and Names Page 6 & & Dates Updated	Cherish Allen/Wanda Robinson	
11/2022		Dates updated. No additional changes.	C. Allen	
11/2023		Dates updated. Signature page updated. Adopted piece removed, as it was originally adopted in 2018, last amendment was in 2020. Member signature page removed, members will review policy in scheduled meeting and documentation will be included in minutes.	C.Allen	
5/2024		Annual review only.	C.Allen/W.Robinson	

**SAMPSON COUNTY HEALTH DEPARTMENT**  
**Health Advisory Committee**  
**Conflict of Interest Policy and Procedures:**  
**Year 2024**

Manual: Board of Health	<u>Applicable Signatures/Title</u>
Title: Conflict of Interest Policy	Program Coordinator/Specialist: N/A
( )SCHD Advisory Committee Policy	Supervisor: N/A
Distributed to: Advisory Committee Members	Director of Nursing: Kelly Parrish, RN
	Medical Director: Dr. Tim Smith
	Health Director: Wanda Robinson
	County Commissioner Chair: Jerol Kivett
	Health Advisory Board Chair: Dr. Jeffrey Bell
	Effective date: 8/1/2024
	Supersedes: 12/04/2023

Review Date: 11/18/13; 11/17/14; 11/16/15; 11/21/16; 11/20/17; 11/01/2018; 02/03/20; 12/01/20; 11/08/2021; 11/01/2022; 11/2023; 5/2024

\_\_\_\_\_  
Board of Health Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
SCHD Advisory Committee Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Health Director

\_\_\_\_\_  
Date

**SAMPSON COUNTY HEALTH DEPARTMENT ADVISORY COMMITTEE  
CONFLICT OF INTEREST POLICY**

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**I. Policy Review:**

This Conflict of Interest policy will be reviewed on an annual basis by the Sampson County Health Department Advisory Committee (the “Committee”) and statement signed to assure there is no conflict of interest.

**II. Conflict of Interest Defined:**

**A.** A conflict of interest is defined as an actual or perceived interest by a Committee member in an action that results in, or has the appearance of resulting in, personal, organization, or professional gain. A conflict of interest occurs when a committee member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

1. Ownership with a member of the Committee or an employee where one or the other has supervisory authority over the other or with a client who receives services.
2. Employment of or by a Committee member or an employee where one or the other has supervisory authority over the other or with a client who receives services.
3. Contractual relationship with a Committee member or an employee where one or the other has supervisory authority over the other or with a client who receives services.
4. Creditor or debtor to a Committee member or an employee where one or the other has supervisory authority over the other or with a client who receives services.
5. Consultative or consumer relationship with a Committee member or an employee where one or the other has supervisory authority over the other or with a client who receives services.

**B.** The definition of conflict of interest includes any bias or the appearance of bias in a decision making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an employee and Committee member, or a person who is an employee and who hires family members as consultants.

**III. Health Department Advisory Committee Responsibilities:**

- A. It is in the interest of the organization, individual staff, and Committee members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest. Committee members are to avoid any conflict of interest, even the appearance of a conflict of interest.
  
- B. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Advisory Committee chair immediately. Advisory Committee members are to maintain independence and objectivity with clients, the community, and organization. Health Department Advisory Committee Members are called to maintain a sense of fairness, civility, ethics and personal integrity even through law, regulation, or custom does not require them.

**IV. Acceptance of Gifts:**

- A. Members of the Committee are prohibited from accepting gifts, money, or gratuities from the following:
  - 1. Persons receiving benefits or services from the organization;
  - 2. Any person or organization performing or seeking to perform services under contract with the organization; and
  - 3. Persons who are otherwise in a position to benefit from the actions of any Committee members.



**Sampson County Health Department  
Advisory Committee Conflict of Interest Program Policy Review  
& Revision Form**

<b>Annual Review Date</b>	<b>Revision Date</b>	<b>Revision: Name, Location, Page # of Section w/ Revision(s)</b>	<b>Changes Made By</b>	<b>Date Staff Notified</b>
11/2020		Page 1 Dates and Names; Page 4 dates	SDeMay	11-16-20
11/2021		Page 1 Dates and Names; Page 4 Dates and Updated Advisory Chair Page 5 Review Date	Cherish Allen/Wanda Robinson	
11/2022		Updated Date; No additional changes.	C.Allen	
11/2023		Dates updated. Signature page updated. Adopted piece removed, as it was originally adopted in 2018, last amendment was in 2020. Member signature page removed, members will review policy in scheduled meetings and documentation will be included in minutes.	C. Allen	
4/2024		Annual review only.	C.Allen/W.Robinson	

**SAMPSON COUNTY HEALTH DEPARTMENT**  
**Board of Health**  
**Operating Policy and Procedures**

Manual: Board of Health	Applicable Signatures/Title
Title: Board of Health Operating Policy and Procedures	Board of Health Chair: Jerol Kivet
( )Board of Health	Health Director: Wanda Robinson
Distributed to: Board of Health Members	Effective date: 8/1/2024
	Supersedes: 12/04/2023

Review Date: 11/18/13; 11/17/14; 11/16/15; 11/21/16; 11/20/17; 11/01/2018; 02/03/2020; 12/06/2021; 11/01/2022; 11/2023; 5/2024

\_\_\_\_\_  
 Jerol Kivett, Board of Health Chair

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Wanda Robinson, Health Director

\_\_\_\_\_  
 Date

**SAMPSON COUNTY BOARD OF HEALTH  
OPERATING PROCEDURES**

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**I. Name and Principal Office,**

The name of this organization is the Sampson County Board of Health (the "Board"). The principal office of the Board is located at 406 County Complex Road, Building C, Clinton, North Carolina 28328.

**II. Officers and Committees.**

**A. Chair and Vice-Chair.**

In even-numbered years, the Board shall hold an organizational meeting at the County Courthouse at 9 o'clock a.m. on the first Monday in December. The agenda for this organizational meeting shall consist of the induction of newly-elected Board members and the organization of the Board for the ensuing year. The organizational meeting shall be convened and concluded before the regular December meeting is convened. Newly-elected Board members shall take and subscribe the oath of office as the first order of business. The Board shall then elect by majority vote a Chair and Vice Chair from among its members. In odd-numbered years, the Board shall at its regular meeting in December, elect by majority vote a Chair and Vice from among its members. The Chair of the Board shall be elected annually for a term of one (1) year and shall not be removed from office of Chair unless he or she becomes disqualified to serve as a member of the Board.

**B. Secretary.**

The local health director shall serve as Secretary to the Board but is not a member of the Board. The local health director may delegate the duties of the Secretary that are set forth in these operating procedures to an appropriate local health department employee or other designee.

**C. Temporary Committees.**

The Board may establish and appoint members for temporary committees as needed to carry out the Board's work. All temporary committees are subject to North Carolina open meetings laws and shall comply with the provisions thereof.

**D. Membership.**

Members of the Board shall serve four (4) year terms and shall serve only so long they are also members of the Sampson County Board of Commissioners.

### **III. Meetings.**

#### **A. Regular Meetings.**

The Board shall hold a regular meeting on the first Monday of each month, unless the Board adopts a schedule which calls for changes in this date. If a regular meeting is a holiday on which Sampson County offices are closed, the meeting shall be held on the next Monday or such other day as may be specified in the motion adjourning the immediately preceding regular meeting. Regular meetings shall be held at 6:00 p.m. in the County Auditorium located at 437 Rowan Road, Clinton, North Carolina 28328. The Board may change the place or time of a particular regular meeting or all regular meetings within a specified time period by resolution adopted, posted and noticed no less than seven (7) days before the change takes effect. Such resolution shall be filed with the Secretary to the Board and posted at or near the regular meeting place, and copies shall be sent to those who have requested notice of special meetings of the Board.

#### **B. Special Meetings.**

The Chair or a majority of the members of the Board may at any time call a special meeting of the Board by signing a notice stating the time and place of the meeting and the subjects to be considered. The person(s) who call the meeting shall cause the notice to be posted on the door of the regular meeting place and delivered to the Chair and all other Board members or left at the usual dwelling place of each member at least 48 hours before the meeting. In addition, notice shall be provided to individual persons and news media organizations who have requested such notice. Only those items of business specified in the notice may be transacted at a special meeting, unless all members are present or those who are not present have signed a written waiver.

#### **C. Emergency Meetings.**

If a special meeting is called to deal with an unexpected circumstance that requires immediate consideration by the Board, the notice requirements for regular and special meetings do not apply. However, the person or persons who call an emergency meeting shall take reasonable action to inform the other members and the public of the meeting. Local news organizations who have requested notice of special meetings shall be notified of such emergency meeting by the same method used to notify Board members. Only business connected with the emergency may be discussed at the meeting.

#### **D. Agenda.**

For every regular and special meeting of the Board, the Clerk or other authorized person shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all items of business to be discussed at the meeting. The notice and agenda can be combined into one document. All items of business to be discussed at a meeting of the Board shall be briefly described on the agenda. The description should set forth as clearly as practical a description of the item to be discussed so that members of the public will know the nature of the action under review and discussion.

**E. Presiding Officer.**

The Chair (or presiding officer) shall preside at all meetings of the Board. A member must be recognized by the Chair (or presiding officer) in order to address the Board. The Chair (or presiding officer) shall have the following powers:

1. To rule on points of parliamentary procedure, including the right to rule out of order motion patently offered for obstructive or dilatory purposes;
2. To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain a rule on objections from other members on this ground;
3. To call a brief recess at any time;
4. To adjourn in an emergency.

If the Chair (or presiding officer) wishes to become actively engaged in debate on a particular proposal, he or she shall designate another board member or a staff member to preside. The Chair (or presiding officer) shall resume the duty to preside as soon as action on the matter is concluded. If the Chair is absent, the Vice-Chair shall preside. If the Chair and the Vice-Chair are absent, another Board member designated by a majority vote of those members present at the meeting shall preside.

**F. Quorum.**

A majority of the Board membership shall constitute a quorum. The number required for a quorum is not affected by vacancies. If a member has withdrawn from a meeting without being excused by a majority vote of the remaining members present, he or she shall be counted as present for the purposes of determining if a quorum is present. The Board may compel the attendance of an absent member by ordering the sheriff to take the member into custody.

**G. Voting.**

The Board shall proceed by motion in the manner prescribed by the *Rules of Procedure and Conduct of the Sampson County Board of Commissioners*. A member must abstain from voting in cases involving conflicts of interest as defined by North Carolina and federal law.

## **H. Minutes.**

Minutes shall be prepared of each Board meeting. Copies of the minutes shall be made available to each Board member before the next regular Board meeting. At each regular Board meeting, the Board shall review the minutes of the previous regular meeting as well as any special or emergency meetings that have occurred since the previous regular meeting, make any necessary revisions, and approve the minutes as originally drafted or as revised. The public may obtain copies of Board meeting minutes.

## **IV. Rule-Making Procedures and Other Procedural Matters.**

The Board shall adopt rules in the manner prescribed by the *Rules of Procedure and Conduct of the Sampson County Board of Commissioners*. The Board shall consider any rules recommended by the Sampson County Health Department Advisory Board; however, the Board may promulgate and adopt rules without the recommendation of the Sampson County Health Department Advisory Board, which is a purely advisory body, and retains ultimate authority for adopting all rules in accordance with North Carolina law.

All other matters, with the exception of appeals governed by N.C. Gen. Stat. § 130A-24, which shall be conducted in accordance with Section IVA of these Operating Procedures, shall be conducted in the manner prescribed by the *Rules of Procedure and Conduct of the Sampson County Board of Commissioners*.

### **IVA. Appeals Procedure.**

Appeals concerning the enforcement of rules adopted by the Board and concerning the imposition of administrative penalties by the local health director shall be conducted pursuant to the provisions of N.C. Gen. Stat. § 130A-24 and this Section.

#### **A. Notice of Appeal.**

An aggrieved person may request an appeal hearing to contest the enforcement of rules adopted by the Board and the imposition of administrative penalties by the local health director by submitting a notice of appeal in writing to the local health director within 30 days of the challenged action. The notice of appeal must contain the name and address of the aggrieved person, a description of the action challenged, and a statement of the reasons why the challenged action is ineffective in order to be effective.

#### **B. Transmission of Appeal Materials.**

Within five (5) working days of his or her receipt of a valid notice of appeal, the local health director shall transmit to the Board the notice of appeal and the papers and materials upon which the challenged action was taken.

**C. Notice of Hearing.**

The Board shall schedule and hold a hearing within fifteen (15) days of the receipt of the notice of appeal and shall give the appealing person not less than ten (10) days' notice of the date, time, and place of the hearing.

**D. Continuances.**

An appealing person may, for good cause shown, request a continuance of the hearing. The Board shall determine if a continuance should be granted and shall inform the appealing person of its decision at least one (1) day prior to the scheduled hearing.

**E. Waiver of Hearing.**

An appealing person waives his or her right to a hearing if he or she fails to file an effective notice of appeal with the local health director within thirty (30) days of the action being challenged or fails to attend a scheduled hearing after sufficient notice.

**F. Discovery.**

Pre-hearing discovery shall not be available to any party.

**G. Disqualification of Board Member.**

If any Board member cannot attend the appeal hearing or cannot conduct a fair and impartial hearing in a particular case, he or she shall not participate in the hearing, deliberation, or decision of the matter.

**H. Oath.**

No person may testify or present any evidence to be admitted into the record without first being put under oath or affirmation. The Chair or other presiding officer shall have the power to administer oaths or affirmations.

**I. Conduct of Hearing.**

The Board shall have complete control over the conduct of the hearing, including, but not limited to, the order of the calling of witnesses and the presentation of evidence and the exclusion of irrelevant, immaterial, repetitious, or redundant testimony or evidence.

**J. Evidence at Hearing.**

The rules of evidence, as applied in the General Courts of Justice, shall not apply at the hearing. Any competent evidence relevant to the decision or ruling in the case shall be admissible in the record. The Board may restrict or exclude unduly repetitious or redundant testimony or exhibits.

**K. Counsel.**

An appealing person may have an attorney present to assist in the presentation of his or her case before the Board. The County Attorney shall assist the Board with the procedural and evidentiary aspects of the appeal hearing.

**L. Deliberation by the Board.**

After all competent testimony and all evidence has been presented to the Board, the Board shall deliberate in open session and shall have the authority to affirm, modify, or reverse the challenged action based upon majority vote of the members participating in the hearing, provided that a quorum is present.

**M. Decision.**

The Board shall issue a written decision based on the evidence presented at the hearing. The written decision shall contain a concise statement of the reasons for the Board's decision. A copy of the written decision shall be sent to the appealing person by certified mail, return receipt requested, and filed concurrently with the Sampson County Manager and the Sampson County Attorney.

**N. Appeal to District Court Division.**

A person who wishes to contest a decision of the Board under this Section shall have the right to appeal to the District Court having jurisdiction over the matter within thirty (30) days after the date of the decision by the Board. The scope of review in District Court shall be the same as in N.C. Gen. Stat. § 150B-51.

**V. Amendments to Operating Procedures.**

These Operating Procedures may be amended at any regular meeting or at any properly called special meeting that includes amendment of the Operating Procedures as one of the stated purposes of the meeting. A quorum must be present at the meeting at which amendments to the Operating Procedures are discussed and approved, and any amendments to the Operating Procedures must be approved by a majority of the members present at the meeting.



**VI. Code of Ethics and Conflicts of Interest.**

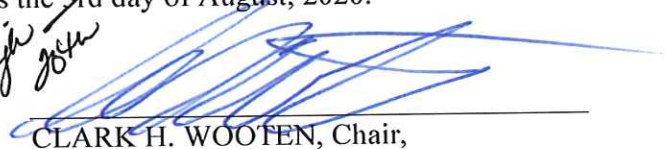
The Board's members shall comply with the ethical and conflict of interest provisions set forth in the *Sampson County Board of Commissioners Code of Ethics Adopted Pursuant to N.C. Gen. Stat. § 160A-86*.

**VII. Compliance with North Carolina Law.**

In conducting its business, the Board shall comply with all applicable North Carolina law, including, but not limited to, open meetings laws, public records laws, and the laws setting forth the powers and duties of local boards of health. To assist the Board in compliance, the Secretary shall maintain a current copy of relevant North Carolina General Statutes and make them available to Board members upon request.

**APPROVED AND ADOPTED**, by the Sampson County Board of Health the 1st day of October, 2018 and **AMENDED** this the 3rd day of August, 2020.

*Wanda Robinson*



CLARK H. WOOTEN, Chair,  
Sampson County Board of Health

*Wanda Robinson*

WANDA ROBINSON, Secretary,  
Sampson County Board of Health

**SAMPSON COUNTY HEALTH DEPARTMENT**  
**FISCAL SERVICES**  
**POLICY & PROCEDURES**

**DEPARTMENT  
Fiscal Services Policy and Procedure  
Annual Review/Policy Update Review Form**

Program/Manual: Administrative Fiscal	<u>Applicable Signatures/Title</u>
Title: Fiscal Services Policy & Procedures	Program Coordinator/Specialist: N/A
<input type="checkbox"/> Program Policy:	Fiscal Program Supervisor: Tamra Jones
<input type="checkbox"/> Program Procedures:	Director of Nursing: Kelly Parrish, RN
<input type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Timothy Smith
<input type="checkbox"/> Personnel Policy	Health Director: Wanda Robinson
<b>XX</b> Fiscal Policy	Board of Health Chair: Sue Lee, Jerol Kivett Health Advisory Board Chair: Dr. Jeffrey Bell
Distributed to: All Staff	Effective Date: 09/30/2023, 7/1/2024
	Supersedes: 09/30/2022, 9/30/2023

**Review/Revision Date:** 02/11/2011; 09/08/2012; 09/03/2013; 9/03/2014; 9/3/2015;  
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9/30/2023, 7/1/2024

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Sue Lee, Jerol Kivett, Chairman, Board of Health

\_\_\_\_\_  
Date

\_\_\_\_\_  
Health Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fiscal Supervisor (Accounting Specialist)

\_\_\_\_\_  
Date

**SAMPSON COUNTY HEALTH DEPARTMENT**  
**Fiscal Services Policy and Procedures: Year ~~2023~~ 2024**

Program/Manual: Administrative Fiscal	<u>Applicable Signatures/Title</u>
Title: Fiscal Services Policy & Procedures	Program Coordinator/Specialist: N/A
<input type="checkbox"/> Program Policy:	Fiscal Program Supervisor: Tamra Jones
<input type="checkbox"/> Program Procedures:	Director of Nursing: Kelly Parrish
<input type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Timothy Smith
<input type="checkbox"/> Personnel Policy	Health Director: Wanda Robinson
<b>XX</b> Fiscal Policy	Board of Health Chair: <del>Sue Lee</del> Jerol Kivett Health Advisory Board Chair: Dr. Jeffrey Bell.
Distributed to: All Staff	Effective Date: <del>09/30/2023</del> 7/1/2024
	Supersedes: <del>09/30/2022</del> 9/30/2023

**Purpose:**

To establish and maintain consistent, non-discriminatory procedures for determining client eligibility, billing, and fees for services for the clients of the Sampson County Health Department

**Policy:**

Sampson County Health Department (SCHD) recognizes that public health services are increasingly costly to provide. Sampson County Health Department (SCHD) serves the public interest best by assuring that all legally required public health services are furnished for all citizens and to also provide as many recommended and requested public health services as possible for those citizens with greatest need.

Sampson County Health Department (SCHD) has determined that fees are a means to help distribute services to citizens of the county and help finance and extend public health resources as government funding cannot support the full cost of providing all requested services in addition to required services. Fees are considered appropriate, in the sense that while the entire population benefits from the availability of subsidized public health services for those in need, it is the actual users of such services who gain benefits for themselves. Any fees collected for services in any program, including Environmental Health, that are not provided will be refunded either the same day, if determined services was not provided the same day, or by county check with the next available check write date.

It is the policy of SCHD to use a fee determination and collection process to help ensure services can be provided at a reasonable cost for all those seeking services through the Sampson County Health Department.

SCHD provides services without regard to religion, race, national origin, creed, sex, parity, marital status, age or contraceptive preference.

2. The cards are to be collected by the Intake/Eligibility Staff and scanned into the client's chart. A copy of their insurance card is attached to the client's encounter form before being dropped for the nursing staff. I/E staff will indicate in the notes section of the patient banner any insurance coverage information along with the day's date and initials of the I/E staff updating the note.
3. Intake/eligibility staff are responsible for collecting co-pays at the time of financial eligibility screening **prior** to the client receiving services with the exception of Family Planning Services. - see "Eligibility for Specific Programs" page 8.

#### Determining Gross Income:

1. Gross income is the total of all cash income before deductions for income taxes, employee social security taxes, insurance premiums, bonds, etc.
2. For self-employed applicants (both farm and non-farm) this means net income after business expenses.
3. Gross income does not include money earned by children for baby-sitting, lawn mowing, and other tasks.
4. In general, gross income includes:
  - A. Salaries, wages, commissions, fees, tip
  - B. Overtime pay
  - C. Earnings from self-employment
  - D. Earnings from stocks, bonds, savings account interest, rentals, and other investment income
  - E. Public assistance moneys
  - F. Unemployment compensation
  - G. Alimony and child support payments
  - H. Social Security benefits
  - I. Veterans Administration benefits
  - J. Supplementary Security Income (SSI) benefits
  - K. Retirement and pension payments
  - L. Workers' compensation
  - M. Regular contributions from individuals not living in the household
  - N. All other sources of cash income except those specifically excluded
  - O. Lawn maintenance, as a business
  - P. Housekeeping, as a business

#### Proof of Income Requirements

1. Sampson County Health Department has the right to require "proof of income" when determining eligibility for all programs, with the exception of Communicable Disease, Family **Planning (only verbal is required)**, STD, and TB Programs.
2. A copy of the most recent proof of income will be scanned annually and at the end of presumptive eligibility term if applicable into the client's document manager.
3. Income is verified by paycheck stub, letter from employer, or tax return/W-2 – refer to "Determining Gross Income" above for income considerations.

## Patient Confidentiality:

1. Any client receiving services may request confidentiality – see the SCHD Administrative Manual Confidentiality Policy. This includes adolescents and young adults seeking confidential Family Planning services or individuals for whom billing could result in domestic/intimate partner/interpersonal violence – see “Patient Confidentiality” and “Title X Fiscal Guidance for Family Planning” below.
2. If a patient is considered to be a “confidential patient”, Intake/Eligibility staff will mark the confidential red flag in the patient demographics of the CureMD application and will stamp the ~~charge sheet ½ sheet~~ as confidential. If clinic staff identifies a confidential client, they will document on the Problem/Needs List and in the SOAP Note ~~as well as the encounter form~~. Intake/Eligibility staff who checks the patient out, will mark the confidential red flag in the patient demographics of the CureMD application ~~and will stamp the charge sheet as confidential~~.
3. Any client requesting confidential services will be considered a household of one and billed based on the sliding fee scale for the program requested.
4. **Exception:** Clients requesting confidential services that require Adult Health or flat fee services **MUST** pay **PRIOR** to receiving the requested services.
5. All third-party providers are billed where applicable unless confidentiality is a barrier. Clients are informed that an Explanation of Benefits (EOB) may be mailed to the address given. If receipt of the EOB conflicts with the client’s need for confidentiality, third-party payers that provide EOBs may not be billed.
6. Statements will be mailed monthly where confidentiality is not jeopardized. Confidential patients will be marked confidential in the address line of the demographics section in the patient profile.
7. When a client requests no mail, discussion of payment of outstanding debts will occur at the time services are rendered.
8. Patients marked confidential will be considered **“NO MAIL”** unless the client provides a confidential mailing address, which will be documented in the client record.
9. Intake/eligibility staff will enter **“CONFIDENTIAL”** in the address line of the patient demographics in the Cure MD application to ensure monthly bills are not sent by mistake.
10. If clinic staff identifies a **“NO MAIL”** client, they will document on the Problem/Needs List and the SOAP Note ~~as well as the encounter forms~~. Intake/Eligibility staff member will put **“CONFIDENTIAL”** in the address line of the patient demographics.
11. Emergency Contact Information will be completed, or some other form of contact will be obtained, and Intake/Eligibility staff will verify the information is correct to be used to contact the client. The client will be informed of the need to be contacted regarding account balances –see “Bad Debt Write-Off Process” #7 below.
12. If the client is unable to pay in full at the time of services rendered, a receipt will be issued for partial payment and the client will sign a payment agreement.
13. Client will be reminded at every visit of any amount they still owe.

- donations, or implied or overt coercion. All donation receipts will be deposited and recorded in the actual program for which the donation is earned.
7. No patient charges will be assessed when household income falls below 100% of Federal Poverty Guidelines, with the exception of the Adult Health Services Program – refer to “Eligibility for Specific Programs” #1.
  8. SCHD will use the best efforts possible to provide services to patients at or below 150% of Federal Poverty Level.
  9. Family Planning: Title X patients will not be denied a service, due to an outstanding balance or inability to pay – see “Title X Fiscal Guidance for Family Planning.”

Fee Collection Process:

1. With the exception of Adult Health and other flat fee services, which are not funded with state or federal funds, charges in all programs will be determined by the Federal Poverty Level Sliding Fee Scale Schedule based on the most current Federal Poverty Level Schedule set for each specific program.
2. **Exception:** CMHRP and CMARC programs are funded at a per-member-per-month rate and no fees are collected for client participation in these programs.
3. At each clinic visit, Intake/Eligibility will determine the income and sliding fee scale status of each patient. Intake/Eligibility staff will be responsible for documentation of financial eligibility in the CureMD EHR system **and on the patient encounter form.**
4. Patients without the required income verification will be charged the full cost of the services provided until income documentation is received. Clients will be allowed thirty (30) days to provide proof of income and will be required to sign the thirty (30) day proof of income letter stating they understand they have thirty (30) days from the visit date to provide proof of income or the charges for that day's services will be charged to them at 100%, with the exception of STD, TB, and Communicable Disease – see “Proof of Income Requirements” #1.
5. Adult Health Program co-pays **MUST** be collected **PRIOR** to the client receiving services. Efforts to collect balances above the minimum co-pays will be made. Patients will be required to sign a payment agreement and schedule for any charges in excess of the minimum co-pays not paid when services are rendered.
6. For other services, private pay clients will be encouraged to pay at least a portion of the fee when services are rendered. If a balance remains, a payment agreement and schedule will be encouraged to be established and signed by the patient. No patient, including Family Planning patients, will be denied services because the patient has a delinquent account balance.
7. Client billing statements will be mailed monthly unless confidentiality is a factor – see “Patient Confidentiality,” Patient Accounts Receivable Process,” #6; and “Bad Debt Write-Off Process” #3-#7.
8. Clients will be given a receipt each time a payment is collected.
9. Receivables through CureMD will be balanced on a daily basis.

### Patient Accounts Receivable Process:

1. Maintenance of Patient Accounts Receivable includes processing all patient services encounters charges in a timely manner.
2. Processing is done via the internet on the Cure MD computer system in accordance with generally accepted accounting principles and all local, state and federal guidelines.
3. Patient Accounts Receivables will be maintained in CureMD and will reflect visit charges, amounts collected and balance due.
4. The process includes reconciliation of Explanation of Benefits (EOB's) and the follow-up and re-submission of denied claims.
5. Fiscal Services staff is responsible for maintenance of self-pay and company bill client accounts.
6. Fiscal Services staff will mail out monthly self-pay and other client statements for the previous month no later than the 15<sup>th</sup> of the following month.
7. Fiscal Services staff will accurately post payments to the correct client account on a daily basis.
8. The Accounting Specialist/Fiscal Supervisor or designee will review all Accounts Receivable accounts for accuracy in posting quarterly or more frequently as needed.

### Billing Medicaid/Medicare/Private Insurance & Handling Delinquent Claims:

1. Medicaid:
  - A. Medicaid claims for all programs are entered in the Cure MD computer system by Clinical Staff during the creation of the e-Superbill.
  - B. A copy of the Medicaid/Medicaid Managed Care card will be made by Intake/Eligibility staff and attached to the Encounter Form indicated in the notes section of the patient banner and scanned into the patient chart to be used for clinical and billing purposes.
  - C. Clinical staff will be responsible for appropriately assigning CPT codes, ICD codes, and modifiers needed.
  - D. Fiscal Services staff compares the charges circled on the encounter form to those entered creates the charges on the e-Superbill checking for appropriate modifiers. Any inconsistencies are returned to clinical staff for corrections prior to billing on a daily basis.
  - E. Fiscal Services staff will **NEVER** assign a CPT and/or ICD code or modifiers. Any Encounter Forms charges that are received created without assigned and/or incorrect CPT and/or ICD codes or modifiers will be returned messaged to the correct clinical staff member to assign the appropriate code(s), and append the provider note. Billing cannot occur until clinical staff has made the needed corrections.
  - F. Fiscal Services staff will submit claims to Medicaid through the Cure MD process several times weekly. Claims flow from Cure MD to Medicaid/Medicaid Managed Care Providers and are processed by Medicaid if received prior to 4:00 pm each Thursday afternoon and by Medicaid Managed Care Providers as received.



- G. Each Tuesday (unless it is a holiday) is the Medicaid Check-write day, Fiscal Services staff will post payment in Cure MD using the appropriate process and submit amounts and posting codes to the County Finance Office for accurate record of payment and revenue. Items that need to be manually posted will be handled accordingly. Medicaid Managed Care Provider payments will come in periodically as they are processed just like private insurance payments.
- H. Any claims denied will be researched and corrections will be made based on denial reason code. Once the claim is corrected, the claim will be submitted again for payment. Assistance from the state administrative office as well as nursing consultants will be requested for claims that continue to be denied.
- I. The Fee Schedule Team will be responsible reviewing and updating the CPT and ICD codes annually and as needed.

2. Medicare:

- A. Medicare claims for all programs are entered in the Cure MD computer system by Clinical Staff during the creation of the e-Superbill.
- B. A copy of the Medicare card will be made by Intake/Eligibility staff, and attached to the Encounter Form indicated in the notes section of the patient banner and scanned into the patient chart to be used for clinical and billing purposes.
- C. Clinical staff will be responsible for appropriately assigning CPT codes, ICD codes, and modifiers needed.
- D. Fiscal Services staff compares the charges circled on the encounter form to those entered creates the charges on the e-Superbill checking for appropriate modifiers. Any inconsistencies are returned to clinical staff for corrections prior to billing on a daily basis.
- E. Fiscal Services staff will NEVER assign a CPT and/or ICD code or modifiers. Any Encounter Forms charges that are received created without assigned and/or incorrect CPT and/or ICD codes or modifiers will be returned messaged to the correct clinical staff member to assign the appropriate code(s), and append the provider note. Billing cannot occur until clinical staff has made the needed corrections.
- F. Medicare claims are entered in Cure MD on a daily basis. Claims will be sent to Medicare several times per week through the Cure MD claims process.
- G. The Fee Schedule Team will be responsible reviewing and updating the CPT and/or ICD codes annually and as needed.

4. Insurance:

- A. SCHD has multiple contracts with public and private insurance providers. SCHD actively seeks new contracts with all insurance companies that SCHD clients use.
- ~~B. Insurance claims for all programs are entered in the Cure MD computer system by Clinical Staff during the creation of the e-Superbill. Fiscal Services staff compares the charges circled on the encounter form to those entered on the e-Superbill. Any inconsistencies are returned to clinical staff for corrections prior to billing on a daily basis.~~

- C. A copy of the insurance card will be made by Intake/Eligibility staff and attached to the Encounter Form indicated in the notes section of the patient banner and scanned into the patient chart to be used for clinical and billing purposes.
- D. Clinical staff will be responsible for appropriately assigning CPT codes, ICD codes, and modifiers needed.
- E. Fiscal Services staff compares the charges circled on the encounter form to those entered creates the charges on the e-Superbill checking for appropriate modifiers. Any inconsistencies are returned to clinical staff for corrections prior to billing on a daily basis. Billing cannot occur until clinical staff has made the needed corrections.
- F. Fiscal Services staff will **NEVER** assign a CPT and/or ICD code or modifiers. Any Encounter Forms that are received without assigned and/or incorrect CPT and/or ICD codes or modifiers will be returned to the correct clinical staff member to assign the appropriate code(s), and append the provider note.
- G. All documents regarding insurance billing (assignment of benefits, insurance card, HCFA 1500 Form and encounter sheet) will be maintained in the Insurance Billing File Cabinet located in Medical Records.
- H. Insurance claims are filed using the procedure codes specified on the encounter form.
- I. Claims are entered into the Cure MD computer system and electronically filed to each patient's insurance company through a clearinghouse several times a week.
- J. The name of the Insurance Company will be designated at the top of each HCFA 1500 form and a copy will be kept for posting and further correspondence when HCFA 1500 forms are required.
- K. Charges are posted and reconciled with correspondences, payments, and denials.
- L. If an insurance company denies payment for services rendered for reasons of non-coverage, the patient is consulted and given an explanation.
- M. The documentation of denial from the insurance company is attached to the copy of the HCFA 1500 form and maintained in the Insurance billing file.
- N. The Fee Schedule Team will be responsible reviewing and updating the CPT/ICD codes annually and as needed – see “Fee Setting Process.”

5. Delinquent Insurance Claims:

- A. If there is no response on a claim after 3 months, the claim will be rebilled using the HCFA 1500 form (if applicable) to the insurance company.
- B. If there is no response on a claim after six months, a telephone call will be made.
- C. If there is no response to a claim after a telephone call, the claim will be posted as denied and the patient will be mailed a statement of charges and the amount owed.
- D. The Health Department will follow Fiscal Program Rules and Regulations concerning billing the patient for these charges – see “Fee Collection Process.”

### Bad Debt Write-Off Process:

1. Intake/Eligibility Staff will inform clients of the cost of the service for that visit and of the amount of their account during the eligibility process.
2. Intake/Eligibility Staff will inform clients that payment is due and expected at the time services are rendered.
3. When the client is unable to pay in full at the time services are rendered, a receipt will be issued for partial payment and the patient will sign a payment agreement and that will be scanned in the medical record. The exception is Adult Health services, which require payment prior to the receipt of services – see “Services Eligibility & Required Fees/Payments” # 7;” Patient Confidentiality” # 3 – #4; “Eligibility for Specific Programs” # 1; “State & Local Fee Setting, Sliding Fee Scale & Collection Guidelines” # 4; and “Fee Collection Process” #5.
4. A statement will be sent within thirty (30) (60) and (90) days from date of service.
5. All patients with balances 120 days or older with no effort to pay will be sent to the Sampson County Finance office to be put into their collections process. After several attempts to collect, the County Finance office will garnish state refunds for those clients owing a balance for services rendered.
6. An itemized list of uncollectible outstanding client balances will be prepared by the Sampson County Finance Office for submission to the NC Debt Set-Off Program. See NC & Sampson County Debt Set-Off Policy and Procedure.
7. Client requesting confidentiality:
  - A. When a client requests confidentiality/no mail, discussion of payment of outstanding debts will occur at the time services are rendered.
  - B. Staff will obtain an alternate form of notification, such as the Emergency Contact Information Form, and document the information in the client’s chart/record.
  - C. A three-contact process may be done using the alternate notification information. The contact processes will be documented in the client’s chart by the staff obtaining the information.
  - D. The Health Department will submit all outstanding account balances to the Sampson County Collection Department if no payments are received from the client within (120) days after the date of service.
8. The account will be considered uncollectable when all means of collection have been exhausted. Finance will inform the Fiscal Supervisor of patient claims that are to be considered uncollectable and that need to be written off. Items can stay in collections with Sampson County Finance for as long as 10 years before being considered uncollectable.
9. An itemized list of uncollectable outstanding patient balances will be prepared periodically by the County of Sampson Collection Department for the Health Department’s review.
10. The County Collection Department will send a statement periodically to the Health Department listing which accounts have been approved to be written off.
11. The ~~Accounting Technician will submit the list to the~~ Accounting Specialist ~~and the~~ will submit a list to the Health Director for approval. The list is then taken to the Sampson County Health Advisory Committee for approval.

12. Once approval has been provided by the Sampson County Health Department Advisory Committee, the ~~Accounting Technician~~ Billing Clerk will write the accounts off based on the information provided in the monthly statement from the Sampson County Collection Department.
13. The Patient account will be listed as uncollectable, and evidence will be on file to document required billing in the CureMD system in the patient's record.
14. The client is to never be informed that a debt has been written off.
15. A client that returns for services after a bad debt has been determined uncollectible will have the bad debt write off reactivated and the billing process will resume.
16. Confidential/No Mail: Regarding mailing of billing to clients requesting confidential/no mail services – see “Services Eligibility & Required Fees/Payments” #7;” Patient Confidentiality” #3 – #4; “Eligibility for Specific Programs” #1; “State & Local Fee Setting, Sliding Fee Scale & Collection Guidelines” #4; and “Fee Collection Process” #5; and # 7 above.

Sampson County Debt Set Off Process:

1. An itemized list of uncollectible outstanding client balances will be prepared by the Sampson County Finance Office for submission to the NC Debt Set-Off Program.
2. Sampson County Finance Office will follow the guidelines set forth in Chapter 105-A of the General Statutes, regarding notification and appeals process. (See Attachments: Chapter 105-A NC General Statute and Memorandum of Understanding Agreement – with the NC Local Government Debt Set-Off Clearinghouse Program).

Returned Check Policy:

1. Sampson County Health Department adheres to the County of Sampson Returned Check Policy and Procedure – see Attachment 20.
2. Fiscal staff /Cashier will notify the client with a telephone call and a letter with a copy of the check and the request for the \$25 returned check fee.
3. The client will have 10 days to respond. If there is no response in 10 days, it is forwarded to the County Finance Collections Office.

Control & Segregation of Duties: Handling of Cash/Deposits:

1. Records will be maintained in accordance with accounting principles, and federal, state and local requirements to support fiscal accountability.
2. The SCHD Accounts Receivable System addresses requirements for earned income, including third party receipts and client fees.
3. The system provides for the integration of the North Carolina Department of Human Resources, Division of Health Services Consolidated Agreement reporting system and Sampson County Finance Officer will review and approve all policies and procedures involving the handling of County cash.
4. All Intake/Eligibility/Cashier staff is responsible for protecting the assets of the County of Sampson.

5. These rules and procedures are provided to fiscal staff to assist with carrying out their duties.
6. SCHD has the primary responsibility for care of and liability for loss of County cash in its custody until deposited in the official depository or entrusted to an authorized individual in the County Finance Office for deposit in the official depository.
7. Daily Cashiering Operations:
  - A. Four change fund drawers will be maintained in the amounts of \$200, \$100, \$100, \$100, and \$100 at the Intake/Eligibility windows located in Medical Records for the purpose of making change for clinical services.
  - B. Each Intake/Eligibility employee is responsible for handling cash on a recurring basis and will maintain an individual change fund drawer for which they are solely responsible.
  - C. A change fund will be maintained in the amount of \$200 for making change for Environmental Health purposes and will be secured by the Environmental Health Processing Assistant.
  - D. At the beginning of each daily shift the cashier will:
    1. Arrange coin currency in a consistent manner. The cash drawer or lockbox will be divided into separate compartments for different currency denominations, checks, etc. to help prevent accidental distribution of incorrect denominations.
    2. Verify the dollar amount of beginning cash for each drawer in the amounts of \$200, \$100, \$100, \$100, and \$100 by providing an open count of all cash in each drawer. The cash count will be recorded and initialed by the individual making the count.
  - E. During the hours of operation, the following procedures will be followed by the Cashiers **at all times** to monitor the cash drawer:
    1. The **Accounting Technician Patient Relations Representative/Billing Clerk** or Accounting Specialist will bring the change funds to the Intake/Eligibility windows each morning. Each Intake/Eligibility staff member has a locked money bag. They have the key, and the extra key is in a sealed initialed envelope in the locked key box in the spare key safe.
    2. All cash and coins will be locked in the cash drawer, lockbox, safe or other safe secure location when not in use.
    3. The cash drawer or lockbox will never be left unattended. All staff members will be responsible for securing their drawers.
    4. Fiscal/Intake/Eligibility staff will never allow any other person access to their drawer unless under the direct supervision of the staff member responsible for the drawer.
    5. The cash drawer is never to be used for the purpose of making change, cashing personal checks, or providing temporary loans for anyone, including any SCHD staff member.

6. NO Petty Cash expenditures will ever be paid from a cash drawer.
  7. The cash operation of each cashier must include a permanent collection record, including, but not limited to:
    - a. A daily cash collection report
    - b. Receipt documentation
    - c. Calculator tapes dated and initialed by the staff member responsible for the drawer.
  8. Records will reflect all transactions including cash, checks, debit/credit card transactions, voids and refunds. This permanent record must be retained by the department for a minimum of three (3) years.
- F. The ~~Accounting Technician~~ Patient Relations Representative/Billing Clerk or Accounting Specialist (or other Management Team staff members on their designated days) will collect the Intake/Eligibility change funds in their individual locked money bags at the end of each day and secure all funds for the agency in a locked safe in the Administrative Work Room.
- G. The ~~Accounting Technician~~ Patient Relations Representative/Billing Clerk or Accounting Specialist performs an unannounced audit with staff responsible for the funds present of all change funds on a quarterly basis and provides the results to the Accounting Specialist and the Health Director.

Revenue Received in Mail:

1. The Management Support Staff (on a daily rotating basis) opens and distributes all incoming mail.
2. The Management Support Staff (on a daily rotating basis) records checks and information in a manual check log. This process includes:
  - A. Recording the check number
  - B. Amount of the check
  - C. Date received
  - D. Payer's name
3. The Management Support Staff (on a daily rotating basis) then delivers the check(s) to the appropriate Fiscal Services staff responsible for posting and depositing the payment(s).
4. Fiscal Services staff:
  - A. Verifies in the log the receipt of check by initialing the log
  - B. Stamps the check "For Deposit Only"
  - C. Records the amount for the appropriate program in the check log
  - D. Posts payment to Accounts Receivable
  - E. Balances posting to daily cash report
  - F. Includes in the daily deposit.

### Procedures for Deposits:

1. The Intake/Eligibility staff is responsible for the collection and posting of payments from patients/clients throughout the day.
2. The Environmental Health Processing Assistant is responsible for the collection of payments for Environmental Health services.
3. The Patient Relations Representative IV/Billing Clerk and/or other Fiscal staff copy the Remittance Advice (RA) and post payments to patient accounts on a daily basis.
4. Beginning at 4:00 PM every day, the Intake/Eligibility staff will consecutively close out their collections for the day, run daily deposit reports and balance the cash fund for the day.
5. All daily receipts and supporting documentation are given to the Patient Relations Representative IV/Cashier (each performing cashier duties on a rotating weekly basis), who then verifies that funds are correct and accounted for and initials the documentation.
6. The Patient Relations Representative IV/Cashier (each performing cashier duties on a rotating weekly basis) will:
  - A. Close out the collections for the day
  - B. Run the daily deposit report
  - C. Balance the cash fund for the day
  - D. Prepare a deposit slip
  - E. Prepare an envelope listing currency, coins and checks to be transported to the County Finance Office for deposit.
7. The Patient Relations Representative IV/Cashier (each performing cashier duties on a rotating weekly basis) will verify and sign off on the amount, present the deposit envelope to the designated Fiscal or Management Team Staff member who will verify the amount in the envelope, initial and lock the deposit envelope in the safe with the money bags. This allows all daily transactions to be included in that day's deposit and the deposit to be available the next morning when staff is off or calls in.
8. The next morning, the Accounting Specialist or ~~Finance Technician~~ Patient Relations Representative/Billing Clerk will prepare the deposit slip, make copies of all checks, the deposit envelope, charge card receipts and the deposit break down. The Patient Relations Representative IV/Cashier (each performing cashier duties on a rotating weekly basis) will print a credit card report of any credit card transactions. The deposit along with the checks, charge card receipts, credit card transaction report and the deposit break down are taken to the Sampson County Finance Office and given to the County Senior Finance Technician or the County Deputy Finance Officer for verification. The deposit will then be taken to the bank by the Sampson County Finance Officer.
9. The Sampson County Finance Office will credit the appropriate line items. The bank receipt as well as a scanned check receipt will be returned to the Health Department.
10. In the absence of any of the Patient Relations Representatives, the Accounting Technician will be responsible for assuring the above procedures occur.
11. Deposits:
  - A. The Sampson County Government Cash Management Plan governs the administration of funds through the central depository system.
  - B. Per the Plan, deposits are to be made in the official depository daily.

7/1/2024	7/1/2024	<p>Page 17 #2 B – Removed “ and attached to the Encounter Form” and added “indicated in the notes section of the patient banner and scanned into the patient chart.” #2 D – removed “compares the charges circled on the encounter form to those entered on” and “Any inconsistencies are returned to clinical staff for corrections prior to billing on a daily” and added “creates the charges on the e-Superbill checking for appropriate modifiers” #2 E removed “Encounter Forms”, “received” and returned” and added “created” and “tasked”. #4 B – removed “Fiscal Services staff compares the charges circled on the encounter form to those entered on the e-Superbill. Any inconsistencies are returned to clinical staff for corrections prior to billing on a daily basis.”</p> <p>Page 18 C – removed “and attached to the Encounter Form” and added “indicated in the notes section of the patient banner and scanned into the patient chart” E removed “compares the charges circled on the encounter form to those entered on” and added “created” and “tasked” H – removed “on the encounter form”</p> <p>Page 19 – Bad Debt Write-Off Process - #11 – removed “Accounting Technician” “and the”</p> <p>Page 20 #12 – Removed “Accounting Technician” and added “Billing Clerk”</p> <p>Page 21 #7 – Daily Cashiering Operations – E #1 – removed “Accounting Technician” and Added “Patient Relations Representative IV/Billing Clerk”</p> <p>Page 22 F &amp; G – removed “Accounting Technician” and added “Patient Relations Representative IV/Billing Clerk”</p> <p>Page 23 – Procedures for Deposits # 8- removed “Finance Technician” and added “Patient Relations Representative IV/Billing Clerk”</p>	Tamra Jones	7/1/2024
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# SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson  
Health Director



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

## Request for Appointment to the Child Fatality Prevention Team

Date: 5/14/2024

Dear County Commissioners:

As Chairperson of the Sampson County Child Fatality Prevention Team (CFPT), I am writing to request your help.

Choose the appropriate request below:

1. Article 14, 7B-1407 provides for a Highway Patrol Officer to be appointed to the CFPT by you. The Team is requesting the appointment of Sgt. Kevin Pearson to fill this position. Please confirm this appointment in writing as soon as is feasible.

Because information and member participation are critical components to the development of effective recommendations to protect our county's children, please appoint someone who will be able to participate in the majority of our meetings each year.

Our CFPT meets as follows: The 1<sup>st</sup> Wednesday of every other month.

Meeting dates for the rest of this calendar year are 6/5/2024, 8/7/2027, 10/2/2024, 12/4/2024.

Please call me at (910) 592-1131, if you have any questions. I look forward to your response and thank you in advance.

Sincerely,

A handwritten signature in blue ink that reads "Wanda Robinson".

Chairperson, Sampson County CFPT

Attachment (see back): Article 14, 7B-1407

**§ 7B-1407. Local Teams; composition.**

(a) Each Local Team shall consist of representatives of public and nonpublic agencies in the community that provide services to children and their families and other individuals who represent the community. No single team shall encompass a geographic or governmental area larger than one county.

(b) Each Local Team shall consist of the following persons:

- (1) The director of the county department of social services and a member of the director's staff;
- (2) A local law enforcement officer, appointed by the board of county commissioners;
- (3) An attorney from the district attorney's office, appointed by the district attorney;
- (4) The executive director of the local community action agency, as defined by the Department of Health and Human Services, or the executive director's designee;
- (5) The superintendent of each local school administrative unit located in the county, or the superintendent's designee;
- (6) A member of the county board of social services, appointed by the chair of that board;
- (7) A local mental health professional, appointed by the director of the area authority established under Chapter 122C of the General Statutes;
- (8) The local guardian ad litem coordinator, or the coordinator's designee;
- (9) The director of the local department of public health; and
- (10) A local health care provider, appointed by the local board of health.

(c) In addition, a Local Team that reviews the records of additional child fatalities shall include the following five additional members:

- (1) An emergency medical services provider or firefighter, appointed by the board of county commissioners;
- (2) A district court judge, appointed by the chief district court judge in that district;
- (3) A county medical examiner, appointed by the Chief Medical Examiner;
- (4) A representative of a local child care facility or Head Start program, appointed by the director of the county department of social services; and
- (5) A parent of a child who died before reaching the child's eighteenth birthday, to be appointed by the board of county commissioners.

(d) The Team Coordinator shall serve as an ex officio member of each Local Team that reviews the records of additional child fatalities. The board of county commissioners may appoint a maximum of five additional members to represent county agencies or the community at large to serve on any Local Team. Vacancies on a Local Team shall be filled by the original appointing authority.

(e) Each Local Team shall elect a member to serve as chair at the Team's pleasure.

(f) Each Local Team shall meet at least four times each year.

(g) The director of the local department of social services shall call the first meeting of the Community Child Protection Team. The director of the local department of health, upon consultation with the Team Coordinator, shall call the first meeting of the Child Fatality Prevention Team. Thereafter, the chair of each Local Team shall schedule the time and place of meetings, in consultation with these directors, and shall prepare the agenda. The chair shall schedule Team meetings no less often than once per quarter and often enough to allow adequate review of the cases selected for review. Within three months of election, the chair shall participate in the appropriate training developed under this Article. (1993, c. 321, s. 285(a); 1997-443, s. 11A.100; 1997-456, s. 27; 1997-506, s. 52; 1998-202, s. 6.)

# SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson  
Health Director



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

## Request for Appointment to the Child Fatality Prevention Team

Date: 5/14/2024

Dear County Commissioners:

As Chairperson of the Sampson County Child Fatality Prevention Team (CFPT), I am writing to request your help.

Choose the appropriate request below:

1. Article 14, 7B-1407 provides for a Parent of a child who died prior to reaching the child's eighteenth birthday to be appointed to the CFPT by you. The Team is requesting the appointment of Sara Rosario to fill this position. Please confirm this appointment in writing as soon as is feasible.

Because information and member participation are critical components to the development of effective recommendations to protect our county's children, please appoint someone who will be able to participate in the majority of our meetings each year.

Our CFPT meets as follows: The 1<sup>st</sup> Wednesday of every other month.

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- (5) The superintendent of each local school administrative unit located in the county, or the superintendent's designee;
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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 7

Meeting Date: June 3, 2024

Information Only  
 Report/Presentation  
 Action Item  
 Consent Agenda

Public Comment  
 Closed Session  
 Planning/Zoning  
 Water District Issue

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INFORMATION ONLY

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

- March 18, 2024 - SCHD Health Advisory Committee Minutes

# SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson  
Health Director



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

To: Mr. Edwin Causey  
County Manager

Stephanie Shannon  
Clerk to the Board

From: Wanda Robinson   
Health Director

Subject: County Commissioner's Agenda-Information Items

Date: May 21, 2024

Attached are items that were approved by the SCHD Health Advisory Committee on May 14, 2024. These are being submitted as information items for review by the County Commissioners.

- I. March 18, 2024- SCHD Health Advisory Committee Minutes

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

# SCHD Advisory Committee Meeting Minutes

## March 18, 2024

Attendance: Board Members: Jeffrey Bell, Yire Hernandez, Allie Ray McCullen, Cynthia Davis, Lethia Lee, Katrina Boykin, Russel Devane, Daniel Cumbo, Shane Sundlie

Non-Board Members: Wanda Robinson, Edwin Causey, Joel Starling, Cherish Allen, Kelly Parrish, Luke Smith, Tamra Jones, Kory Hair.

- I. **Call to Order:** Jeffrey Bell
- II. **Invocation:** Russel Devane
- III. **Election of Vice Chair:** Commissioner Lethia Lee nominated Russel Devane, 2<sup>nd</sup> made by Dr. Sundlie.
- IV. **Induction of New Member:** Cherish Allen inducted the committee's new member, Katrina Boykin.
- I. **Approval of Minutes:**
  - a) January 20, 2024- SCHD Health Advisory Committee Meeting minutes. Motion to approve minutes as written made by Yire Hernandez, 2<sup>nd</sup> by Russel Devane. All in favor.
- II. **SOTCH:** Luke Smith reviewed the SOTCH report from 2023. The Sampson County State of the County Health (SOTCH) report provides information for the health priorities identified in Sampson County's 2021 Community Health Assessment (CHA). The report serves as an update of action taken to address these priorities and highlights the ongoing need for Sampson County to collectively address social determinants of health through our Community Health Improvement Plans (CHIPS). Priorities identified consist of Obesity, Substance Use, and Teen Pregnancy. COVID-19 and Opioids/Overdoses were the two Morbidity and Mortality changes since the last CHA. Tuberculosis and Syphilis were two emerging issues since the last CHA. See attached 2023 CHA report for details.
- III. **Lamaze Class:** Kelly Parrish presented for Rebecca Buchanan. Childbirth education classes: the hospital no longer offers these classes for pregnant clients. Rebecca has offered to give these classes to maternal health patients here at the health department. She can teach in person or online. She will also be able to bill Medicaid and private insurance companies. She has completed her class and is currently working on her last online modules. Start date TBD.
- IV. **Covid Update:** Kelly Parrish. Friday March 1<sup>st</sup> recommendations were updated. They are to help the ones most at risk. COVID, Flu, and RSV are now "Respiratory Viruses" New guidance brings forward a unified approach. See attachment.
- IV. **Financial:**
  - a) Monthly Update: Tamra Jones reviewed the monthly update. She stated that

activities are staying consistent. No questions. Wanda Robinson stated that the WIC participation has remained elevated. Sampson County is one County out of 10 that have maintained their WIC caseload. We will not experience a WIC cut in funds this year. The Medicaid revenues are as well staying consistent. Billing is being completed within 2 to 3 days of service provided. No questions.

- b) CPT Code/Fee Update: Tamra reported that there are 2 new LabCorp codes that need to be added. Real Time Abbott-HIV Test at \$576.85 and GGT at \$17.72. See attached handout for details. Motion to approve made by Russel, 2<sup>nd</sup> by Yire Hernandez.
- c) AA 121-ARPA Funding: \$50,000. Funds are for public health services. Funds can be carried over to September of next FY. Motion to approve made by Lethia Lee, 2<sup>nd</sup> by Katrina Boykin.
- d) AA 452-BCCCP Program: \$3250 more in funding to see additional BCCCP patients until June 30<sup>th</sup>. Motion to approve made by Dr. Davis, 2<sup>nd</sup> by Russel Devane.
- e) AA 175-Family Planning: three-year grant of \$150,000 per year. Unsure if it can be carried over to next FY. Motion to approve made by Allie Ray, 2<sup>nd</sup> by Dr. Sundlie
- f) Opioid Grant Funds: \$60,000 from Eastpointe that can be carried over to the next FY. Wanda stated money can be used for Opioid awareness and testing. These funds could be used to stock the Kiosk machine. Motion to approve made by Lethia, 2<sup>nd</sup> by Dr. Sundlie.
- g) COVID Funding: Carried over from last year's budget. Allie Ray, 2<sup>nd</sup> by Russel Devane.
- h) Budget Summary: (No vote necessary. This is for information only.) Tamra reviewed the budget summary for 24-25. Significant cuts include lack of COVID funding this year. Wanda Robinson reviewed the drivers for this fiscal year. Medicaid managed care has not gone as expected. There have been issues in consistencies with insurance companies. Two main inconsistencies were overpayment (per member per month) and birthdates were not calculated properly. Total of approximately \$19,000 to be paid back. Environmental Health software program to be paid for from this budget. The Health Department has been applying for grants to help make up for some of the shortages. Tamra stated that if there are any questions the board could bring them back to the next meeting.
- i) Environmental Health Fee Update: Kory reviewed the EH Fee update. These changes were mandated by the State. Food and Lodging Plan Review: Due to General Statute 130A-248(f), fee cannot exceed \$250.00. Engineer Option Permit (EOP) and Authorized Onsite Wastewater Evaluator (AOWE) Permits: Fee is restricted to \$35 due to the updated General Statutes 130A-336.1 and 130A-336.2. A2 Permits: Added by General Statute 130A-335 (a2) (a3) (a5), with a maximum allowable percentage of permit fee. See attachments for fee details, to include an explanation of each fee. Motion to approve made by Russel, 2<sup>nd</sup> by Dan Cumbo.

**V. Health Directors Report:** Current vacancies include PHN II-Outreach, PHN III Child Health Coordinator, Accounting Technician II. No further update.

**VI. Public Comment:**

Wendy Taylor: "My name is Wendy Taylor, many of you probably already know me. I'm standing here tonight as a result of my well that I recently had tested, and I live in Garland, which is not even close to the landfill and the landfill didn't contaminate my water, according to the chemicals that are in my well, Chemours did it. But yeah, apparently the air, because



I'm like 22 miles from Chemours. I would not have had my well tested, because I just assumed I was out in the middle of nowhere, everything was fine, you know, but at the urging of Whitney Parker, who I've seen speak numerous times related to the landfill, I was like ok well I went to the meeting in Roseboro from DEQ and then I was like, Ok no problem I will have it tested, you know for a peace of mind. Well, shocking, my wells contaminated. So, once I had that one tested, there is a well on the other end of the property, where renters are and it is even more shallow than mine, so I thought, yeah let's get that one tested. Got that one tested too, and guess what, it's contaminated as well, with higher levels of PFAS than mine. Ok, so I had no idea you guys had this meeting, I just happened to see it posted on Sampson County Government page. I will say that I saw on the bottom of my results that they have been sent to the Sampson County Health Department. Well, apparently, they were sent out on February 6<sup>th</sup>, that's the date on my information. Then I was like, well you know, I haven't heard from anybody, surely, they would be calling, you know, to say hey your waters contaminated, you might want to do A, B, C and don't do A, B, and C. And so, you know, I waited and waited and no, no call. So finally, I think it was on Wednesday, I called and left a message for, I guess your name Kory now. I called and left you a message and the message that I got was I'll call you back in 24 hours. I'm still waiting for that call. Haven't heard back from him yet, so this advisory council meeting was perfect. And, you know, I thought about what I wanted to say, but then I thought you know what, I'll just ask some questions and let you all see if you have thought about these questions, you know, brought them to light, given them any thought to it considering the situation in Sampson County with the landfill and with water and with wells. So, I'll just give you some questions that I had and then maybe when I get that call back, I can address them and they will be answered from someone, whoever is in the Environmental there but some of my questions where:"

- 1) "How are these testing results used by the County?"
- 2) "Does the County have protocols in place that guide the Health Department in how to handle contaminated well information?"
- 3) "Does the Health Department contact residents after receiving the report for DEQ? I guess the answer to that is no."
- 4) "Does the Health Department offer any resource information pertaining to PFAS to residents, like what is safe and not safe to do if your well is contaminated? Particularly, elderly people who may not be able to go on the internet and research and come up with all the things that I have."
- 5) "Are there any links on the county website to help residents learn about PFAS in their water?"
- 6) "During Covid, the county aggressively tracked anybody who tested positive, could we get the same effort for contaminated wells?"
- 7) "Have you contacted any of my neighbors concerning my contaminated well?"

Robert Graczyk: "So I too, live at the same address." Mr. Graczyk continued to read Mrs. Taylor's questions:

- 8) "How many residents of Sampson County use private wells as their water source?"
- 9) "How many wells have DEQ informed Sampson County Health Department about that are contaminated."
- 10) "Are there any funds set aside to help residents obtain bottled water until DEQ coordinated filtration systems. Our second property qualifies for bottled water delivered daily or delivered weekly I believe, and as most of its filtered because it's at 23 feet, the other well she failed to tell you is at 43 feet."
- 11) "Does the Health Department have any plans to complete a health study related to

