SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
May 4, 2020

This meeting is to be held during the unprecedented event of the COVID-19 pandemic. The meeting will be conducted via Zoom and broadcast via Facebook Live. Attached please find a copy of the published Notice of Regular Meeting.

6:00 pm **Convene Regular Meeting (County Auditorium)**
Invocation and Pledge of Allegiance
Approve Agenda as Published

Tab 1 **Planning and Zoning Items** **1 - 41**

a. R20-000001 (public hearing): Request to Rezone Approximately 2 Acres Located on Goshen Church Road from HCO-Highway Corridor to RA-Residential Agriculture

b. Approval of Preliminary Subdivision Plat for Taylor's Creek Subdivision Phase I

Tab 2 **Public Hearings** **42 - 63**

a. Public Hearing Regarding Proposed Abolition of Existing Fire Service Districts

b. Public Hearing Regarding Proposed Creation of County Fire Service Districts

Tab 3 **Action Items – Water District Project** **64 - 68**

a. Award of Bid for Johnston County Interconnect Phase I (Water Main, Master Meter, Generator and Booster Pump Installation)

Tab 4 **Consent Agenda** **69**

a. Approve the minutes of the April 6, 2020 meeting **70 - 76**

b. Adopt the Third Amended Supplemental Personnel Resolution Implementing the Families First Coronavirus Response Act **77 - 84**

c. Approve the contract to audit accounts between Sampson County and W. Greene PLLC, for the fiscal year ending June 30, 2020 **85 - 105**

d. Authorize execution of Memorandum of Agreement between Sampson County and Carteret County regarding backup 911 center utilization **106 - 111**

Tab 4 Consent Agenda, continued

e. Approve the renewal of the lease between Sampson County (Health Department) and NCDHHS/Children's Developmental Services Agency for 168 square feet of space at 360 County Complex Road for one year, with two 1-year renewal options — **112 - 115**

f. Approve the revised bylaws for the Sampson County Economic Development Commission Advisory Board — **116 - 118**

g. Accept the NC AgVentures grant funding and authorize execution of the associated grant agreement — **119 - 123**

h. Approve budget amendments as submitted — **124 - 130**

County Manager's Reports

Tab 5 Public Comment Period — **131 - 132**

As publicly advertised, written comments will be accepted until 5 pm on May 4, 2020 via mail or email. Comments received by the deadline will be read aloud by the Clerk and included in the official minutes of the meeting (unless they violate the Board's Rules of Procedure and Conduct or Public Comment Policy.

Adjournment

NOTICE OF REGULAR MEETING
Meeting Date/Time: May 4, 2020 at 6:00 p.m.

The Sampson County Board of Commissioners will hold its May regular meeting on Monday, May 4, 2020 at 6:00 p.m. The meeting will be held virtually by video conference due to the current COVID-19 State of Emergency. The Board of Commissioners' Auditorium will not be open to the public for this meeting.

The meeting will be broadcast live via Facebook Live beginning at 6:00 p.m. Members of the public who wish to listen to the meeting but do not have internet access may do so by dialing the following telephone number and entering the following meeting ID number and password:

May 4, 2020 Meeting Information
Telephone number: (646) 558-8656
Meeting ID number: 817 0642 6147
Password: 359647

In the event that the Board of Commissioners recesses the meeting, the reconvened meeting will be broadcast via Facebook Live beginning at 6:00 p.m. **May 6, 2020**. Members of the public who wish to listen to any such reconvened meeting but do not have internet access may do so by dialing the following telephone number and entering the following meeting ID number and password:

May 6, 2020 Recessed Meeting Information (if needed)
Telephone number: (646) 558-8656
Meeting ID number: 857 2615 7965
Password: 735513

Members of the public who wish to address the Board of Commissioners during the meeting's scheduled public hearings or during the general public comment period may do so by submitting written comments by one of the following means:

- First class mail addressed as follows:

  Clerk to the Board
  406 County Complex Rd., Bldg. C
  Clinton, NC 28328

- Email addressed as follows: susanh@sampsonnc.com.

Please note that written comments must include the commenter's name and address and must be received by 5:00 p.m. on May 4, 2020 in order to be considered. However, in the event that the Board of Commissioners recesses one or more of the scheduled public hearings, additional written comments will be accepted regarding the recessed public hearing until 5:00 p.m. on May 6, 2020.

Written comments submitted by members of the public will be read aloud during the meeting by the Clerk and provided as part of the meeting minutes. However, written comments that violate the Board of Commissioners Rules of Procedure and Conduct or Public Comment Policies and Procedures will not be read aloud by the Clerk.

Date of Posting: April 20, 2020

SAMPSON COUNTY
BOARD OF COMMISSIONERS

ITEM ABSTRACT — ITEM NO. **1 (a-b)**

Meeting Date: May 4, 2020

___	Information Only	**x**	Public Comment
___	Report/Presentation	___	Closed Session
x	Action Item	**x**	Planning/Zoning
___	Consent Agenda	___	Water District Issue

SUBJECT: Planning Issues

DEPARTMENT: Inspections and Planning Department

PUBLIC HEARING: Item a is a public hearing
Item b is not a public hearing

CONTACT PERSON: Anita Lane, Planning Director
Joel Starling, County Attorney

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

ATTACHMENTS: Planning Staff Memorandum; Maps

BACKGROUND:

a. R20-000001: Request to Rezone 2 Acres On I-40 Located on Goshen Church Road
The Chairman should open the public hearing and call upon Ms. Lane to present the findings of fact regarding the request by Jerushia Hargrove to rezone approximately 2 acres from HCO-Highway Corridor to RA-Residential Agriculture. The Planning Board recommends the approval of the rezoning request, finding the request is consistent with the goals and objectives of the Sampson County Land Use Plan and other long-range planning documents.

a. Consideration of Preliminary Plat for Taylor's Creek Subdivision Ms. Lane will review the request for approval of the preliminary plat submitted for the 59-lot Taylor's Creek Subdivision-Phase 1. The Sampson County Planning Board has unanimously recommended approval of the plat contingent upon: to the extent that the subdivider (or its agents) intends to presell or prelease unrecorded lots, that all contracts or leases contain the provisions found in Article III, Section 303 of the subdivision regulations.

RECOMMENDED ACTION OR MOTION:

a. Motion to approve rezoning request R20-000001, accepting the findings of fact and adopting the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statue 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment R20-000001 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact that this property is located at the end of a dead end street and is in close proximity of other residential homes.*

b. Motion to approve preliminary plat with contingencies set forth by the Planning Board.

Sampson County Inspections & Planning Department

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

To: Ed Causey, County Manager
From: Anita H. Lane, Senior Planner
Subject: April 20, 2020 Sampson County Planning Board Meeting
Sampson County Board of Commissioners Meeting May 4, 2020- Agenda Items
Date: April 22, 2020

The following request were addressed and unanimously recommended for approval by the Sampson County Planning Board at their April 20, 2020 meeting.

R20-000001 – A rezoning request by Jerushia Hargrove to rezone approximately 2.00 acres located on Goshen Church Road, Faison, North Carolina, from HCO-Highway Corridor to RA-Residential Agriculture.

Planning & Zoning Staff have prepared the following findings of fact for consideration.

1. Jerushia Hargrove has signed the rezoning application as the property owner.
2. Jamie Lynn Christ, Realtor, with The Property Shop International Realty is acting as Professional Representative.
3. The rezoning will include the entire parcel, approximately 2 acres as shown on the location map.
4. The property is currently located in the HCO-Highway Corridor Overlay just off I-40.
5. The property to the North, South, East & West are located in the HCO-Highway Corridor Overlay.
6. There are residential homes within 300' of this property.
7. Map 2-1 in the Sampson County Land Use Plan highlights this area as a Future Proposed Land Use for Residential/Agriculture.
8. All adjacent property owners within 100' have been notified by mail and the property has been posted.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statue 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment **R20-000001** is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact that this property is located at the end of a dead end street and is in close proximity of other residential homes.

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

Preliminary Subdivision Plat For Taylor's Creek Subdivision-Phase I

Developer	Roy V. Tew, III
Property Owner	JT Property Management of NC, LLC & JSJ Property Services, LLC
Location	Autry Mill Road, Godwin, North Carolina 28344
Township	Dismal
Zoning	R=Residential
County Water	County Water does run down Autry Mill Rd.
Sewer	Lots are to be served by individual septic systems
Flood Zone	Portion of property is located in a Flood Zone per Federal Insurance Rate Map Dated 1/5/2007

A Proposed 59 Lot Major Subdivision:

Phase I will consist of 15 Lots in a 22.9 Acre area.

Supporting Documents Include:

*General Warranty Deeds, proving ownership
*Engineered Scaled Drawings provided by Enoch Engineers, PA
*Engineered Site & Utility Plan
*Engineered Drawings for Grading, Drainage & Erosion Control
*NCDOT Letter-Installation of driveway for Proposed Subdivision
*Driveway Certification
*Verification of Compliance with Environmental Regulations
*Letter from DEQ-Engineering Plans and Specifications Approval Distribution Extension
*Letter of Approval with Modifications from DEQ
*Authorization to Construct from DEQ

Letters have been issued to Emergency Management, Sampson County Board of Education and NCDOT to inform them of a potential new subdivision as required by the Sampson County Ordinance.

According to Deed Book 2046 Page 341, property is located in the Dismal Township and the Sampson County Land Use Plan encourages residential growth in this area.

The Preliminary plat for Taylors Creek Subdivision has met all of the requirements listed in the Sampson County Subdivision Ordinance.

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

The Sampson County Planning Board recommends a motion be made to approve Taylor's Creek Subdivision on Autry Mill Road. Furthermore, to the extent that the sub-divider intends to presell or prelease unrecorded lots upon approval of the preliminary plat, it is recommended as a further condition of preliminary plat approval that any contracts or leases entered into by the sub-divider (or it's agents) for the purpose of presale or prelease contain all of the provisions set forth in Article III section 303 of the subdivision regulations. (See Attached)

attachments

cc: Susan Holder, Assistant County Manager

DocuSign Envelope ID: EABD8324-0A26-4B46-B5DE-7327DDA5DE2F

SAMPSON COUNTY

REZONING APPLICATION

INSPECTIONS AND PLANNING DEPARTMENT

Applications are considered complete when all of the items listed below are provided to the Inspections and Planning Department, located at 405 County Complex Road in Clinton. Incomplete applications will not be accepted. Submitted applications will be processed for consideration at the first available Planning Board meeting. These meetings are typically held on the third Monday of each month at 6:30 pm in the County Auditorium (435 Rowan Road), and the deadline for submission is generally the 25th of the month prior to the meeting. This deadline is subject to change, however, given holiday and other office closures. Planning Board recommendations are then forwarded to the Sampson County Board of Commissioners for public hearing and consideration. Regular meetings of the Sampson County Board of Commissioners are typically held on the first Monday of each month at 6 pm in the County Auditorium.

A. APPLICANT/OWNER INFORMATION

Applicant Contact Information:

Name: Jerushia Hargrove

Mailing address: Goshen Church Road, Tax ID# 13041970001 2 acres+/-

Telephone: 410-462-4808

Email: eunicerherring@gmail.com

Owner Contact Information (if different from applicant):

Name: Jerushia Hargrove

Mailing address: Goshen Church Road, Tax ID# 13041970001 2 acres+/-

Telephone: 410-462-4808

Email: eunicerherring@gmail.com

Professional Representative Information (i.e. Attorney, Engineer, etc.)

Name: Jamie Lynn Christ

Firm: The Property Shop International Realty

Mailing address: 5900 Oleander Drive, Wilmington, NC 28403

Telephone: 910-231-4848

Email: cristproperties@gmail.com

B. PROPERTY INFORMATION

1. Present zoning classification of parcel(s):
2. Parcel ID #: 13041970001 Deed Book: 1429 Page: 0375
3. Current use(s) of the property: Vacant
4. Requested Zoning Classification(s): Residential agriculture 9/27/2020
5. Describe the purpose of the Rezoning Request: To build residential property.

C. SUPPLEMENTAL INFORMATION

1. The filing fee for this application is **$200**.
2. Application Withdrawal:
   - This application may only be withdrawn by written request from the applicant or property owner. If such request is received prior to submission of the Planning and Zoning Board public hearing to the newspaper, filing fees may be refunded. Filing fees will not be refunded after submission of public hearing notice to the newspaper.
   - After submission of public hearing notice to the newspaper, an application may only be withdrawn by action of the Planning and Zoning Board or County Board of Commissioners at the public hearing.

D. SIGNATURES

I Jerushia Hargrove, the undersigned applicant, do hereby certify that to the best of my knowledge and belief all information supplied in and with this application is true and accurate.

Applicant Signature — Date

Applicant Signature — Date

Jerushia Hargrove — 1-16-20
Property Owner Signature — Date

Property Owner Signature — Date

E. TIMELINE OF EVENTS (OFFICE USE ONLY)

The following timeline exhibits the Rezoning Process:

Steps for Rezoning Application	Date Completed	Staff Initial
Completed Application Received		
Public Notice Issued to Newspaper (1)		
Public Notice Issued to Newspaper (2)		
Written Notice Mailed to Adjacent Property Owners		
Property Posted		
Planning Board Makes Recommendation		
County Commissioners Decision		
Applicant Notified		

NORTH CAROLINA,

SAMPSON COUNTY.

QUITCLAIM DEED.

THIS QUITCLAIM DEED, Made this the 8th day of February, 2002, by and between JAMES ISAAC HARGROVE (WIDOWER), and CLUEY DEMPSON HARGROVE and wife, ARNETTA HARGROVE, of Baltimore, Maryland, parties of the first part; to JERUSHIA HARGROVE, of Baltimore, Maryland, party of the second part;

W I T N E S S E T H:

That the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations to them paid by the party of the second part, the receipt of which is hereby acknowledged, the parties of the first part have bargained and sold, and by these presents do hereby bargain, sell and convey unto the party of the second part, all of their right, title and interest, to-wit: a TWO-THIRDS (2/3rds) UNDIVIDED INTEREST, in and to that certain tract or parcel of land lying and being in PINEY GROVE TOWNSHIP, SAMPSON COUNTY, NORTH CAROLINA, and being more particularly described as follows:

BEGINNING at the center of the Giddenville-Faison Road, the corner of Lot #1, and runs thence with that lot 538 degrees 30 minutes East 610 feet to the Thompson line; thence with the Thompson line South 44 degrees 20 minutes West 143 feet to the corner of Lot NO. 3; thence with that lot North 38 degrees 30 minutes West 610 feet to the center of the road; thence with the road North 45 degrees 05 minutes East 110 feet and North 43 degrees 20 minutes East 33 feet to the beginning, containing 2.0 acres, more or less, and being Lot No. 1 of the Ruffin Sampson Division. This is the same land conveyed to James Hargrove from John Sampson et als. by deed dated December 23, 1947. James Hargrove died intestate and a resident of Sampson County, North Carolina, survived by his three children as his only heirs (his wife having predeceased him), whose names are Jerusha Hargrove, James Isaac Hargrove, and Cluey Dempson Hargrove.

TO HAVE AND TO HOLD the aforesaid Two-thirds (2/3rds) undivided interest in and to the aforesaid tract or parcel of land and all privileges thereunto belonging to her the said party of the second part, her heirs and assigns, free

THIS INSTRUMENT PREPARED BY MILES B. FOWLER, ATTORNEY

MAIL:
JERUSHIA HARGROVE
2023 Braddish Avenue
Baltimore, Maryland 21216

and discharged from all right, title, claim or interest of the said parties of the first part or anyone claiming by, through, or under them.

IN TESTIMONY WHEREOF, said parties of the first part have hereunto set their hands and seals the day and year first above written.

James U Hargrove (SEAL)
JAMES ISAAC HARGROVE

Cluey Dempson Hargrove (SEAL)
CLUEY DEMPSON HARGROVE

Arnetta Hargrove (SEAL)
ARNETTA HARGROVE

STATE OF MARYLAND,

COUNTY OF Baltimore.

I, Thel Moore, a Notary Public in and for the county and state aforesaid, do hereby certify that JAMES ISAAC HARGROVE (WIDOWER), and CLUEY DEMPSON HARGROVE and wife, ARNETTA HARGROVE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 28th day of February, 2002.

Thel moore
NOTARY PUBLIC

THEL MOORE NOTARY PUBLIC BALTIMORE COUNTY

My commission expires:
10-01-04

NORTH CAROLINA,

SAMPSON COUNTY.

The foregoing certificate of Thel Moore, a notary Public of Baltimore Co. Maryland is certified to be correct. This instrument duly recorded and verified this 11th day of ~~February~~ March, 2002, at 2:16 o'clock, P. M., in the Book and page shown on the first page hereof.

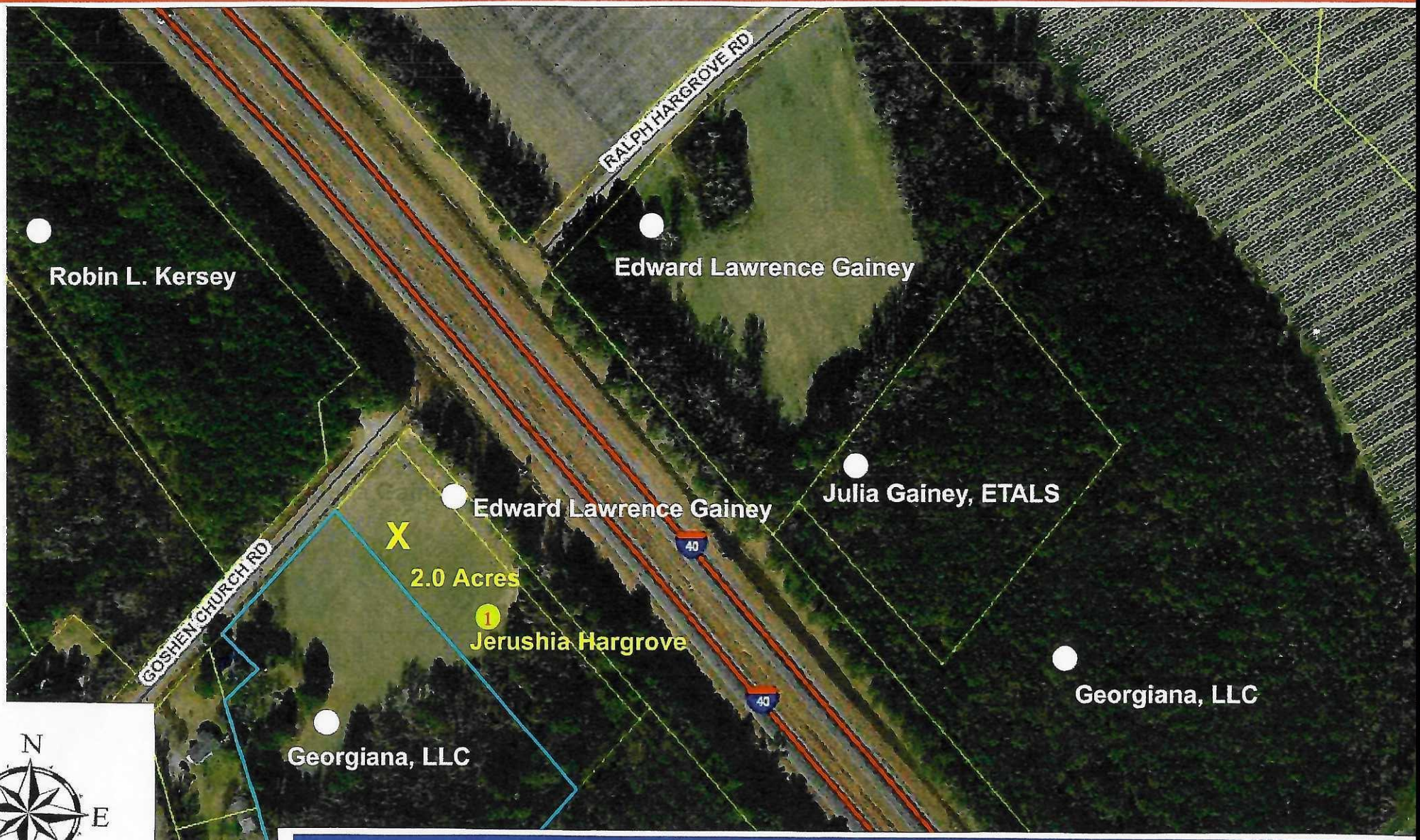
MAE H. TROUBLEFIELD, REGISTER OF DEEDS
BY: Patricia A. Woods, DEPUTY


Z
03/28/2020

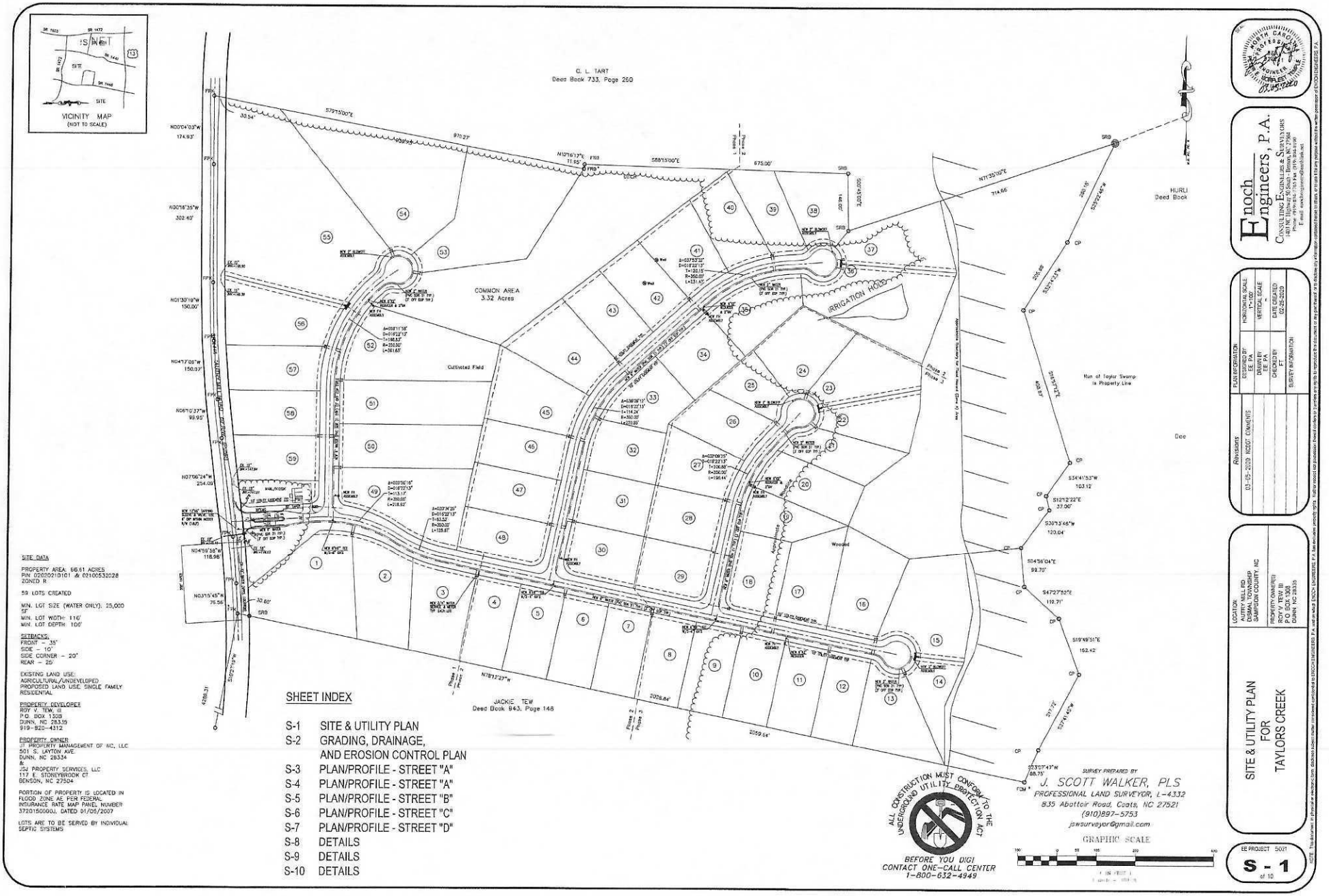
Jerushia Hargrove-Rezone Request

HCO to RA-Residential Agricultu

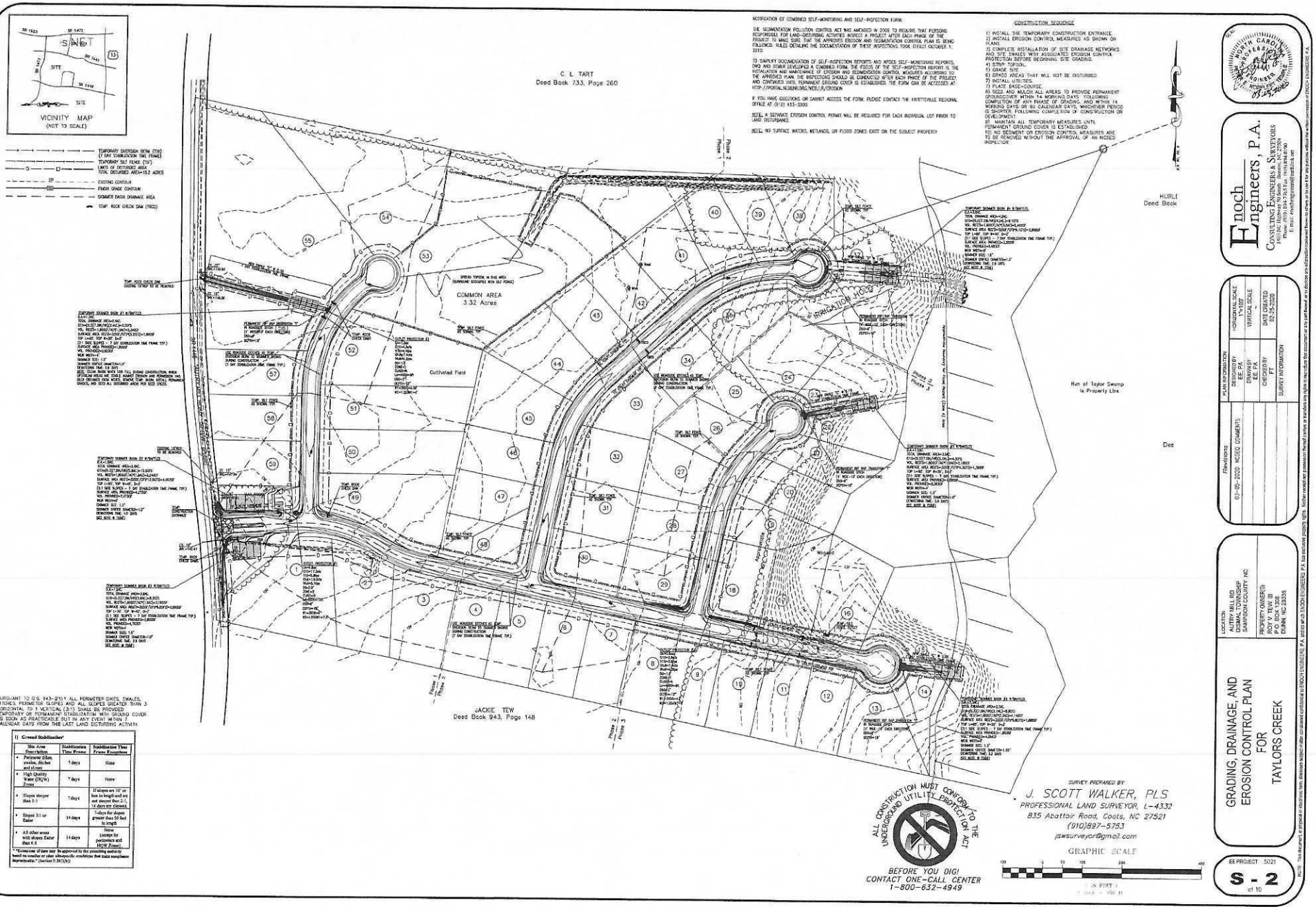
Goshen Church Road



Sampson County Planning & Zoning



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VICINITY MAP
(NOT TO SCALE)
SITE
SR 1603
SR 1471
SR 1441
SR 1446
NC 87
NC 13
TEMPORARY DIVERSION BERM (TDB)
(7 DAY STABILIZATION TIME FRAME)
TEMPORARY SILT FENCE (TSF)
LIMITS OF DISTURBED AREA
TOTAL DISTURBED AREA=15.2 ACRES
EXISTING CONTOUR
FINISH GRADE CONTOUR
SKIMMER BASIN DRAINAGE AREA
TEMP. ROCK CHECK DAM (TRCD)
MODIFICATION OF COMBINED SELF-MONITORING AND SELF-INSPECTION FORM:
THE SEDIMENTATION POLLUTION CONTROL ACT WAS AMENDED IN 2006 TO REQUIRE THAT PERSONS RESPONSIBLE FOR LAND-DISTURBING ACTIVITIES INSPECT A PROJECT AFTER EACH PHASE OF THE PROJECT TO MAKE SURE THAT THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN IS BEING FOLLOWED. RULES DETAILING THE DOCUMENTATION OF THESE INSPECTIONS TOOK EFFECT OCTOBER 1, 2012.
TO SIMPLIFY DOCUMENTATION OF SELF-INSPECTION REPORTS AND NPDES SELF-MONITORING REPORTS, DWQ AND DLAND DEVELOPED A COMBINED FORM. THE FOCUS OF THE SELF-INSPECTION REPORT IS THE INSTALLATION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROL MEASURES ACCORDING TO THE APPROVED PLAN. THE INSPECTIONS SHOULD BE CONDUCTED AFTER EACH PHASE OF THE PROJECT AND CONTINUED UNTIL PERMANENT GROUND COVER IS ESTABLISHED. THE FORM CAN BE ACCESSED AT: HTTP://PORTAL.NCDENR.ORG/WEB/LR/EROSION
IF YOU HAVE QUESTIONS OR CANNOT ACCESS THE FORM, PLEASE CONTACT THE FAYETTEVILLE REGIONAL OFFICE AT (910) 433-3300.
NOTE: A SEPARATE EROSION CONTROL PERMIT WILL BE REQUIRED FOR EACH INDIVIDUAL LOT PRIOR TO LAND DISTURBANCE.
NOTE: NO SURFACE WATERS, WETLANDS, OR FLOOD ZONES EXIST ON THE SUBJECT PROPERTY
CONSTRUCTION SEQUENCE
1) INSTALL THE TEMPORARY CONSTRUCTION ENTRANCE.
2) INSTALL EROSION CONTROL MEASURES AS SHOWN ON PLANS.
3) COMPLETE INSTALLATION OF SITE DRAINAGE NETWORKS AND SITE SWALES WITH ASSOCIATED EROSION CONTROL PROTECTION BEFORE BEGINNING SITE GRADING.
4) STRIP TOPSOIL.
5) GRADE SITE.
6) GRADE AREAS THAT WILL NOT BE DISTURBED
7) INSTALL UTILITIES.
7) PLACE BASE-COURSE.
8) SEED AND MULCH ALL AREAS TO PROVIDE PERMANENT GROUNDCOVER WITHIN 14 WORKING DAYS FOLLOWING COMPLETION OF ANY PHASE OF GRADING, AND WITHIN 14 WORKING DAYS OR 90 CALENDAR DAYS, WHICHEVER PERIOD IS SHORTER, FOLLOWING COMPLETION OF CONSTRUCTION OR DEVELOPMENT.
9) MAINTAIN ALL TEMPORARY MEASURES UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
10) NO SEDIMENT OR EROSION CONTROL MEASURES ARE TO BE REMOVED WITHOUT THE APPROVAL OF AN NCDES INSPECTOR.
C. L. TART
Deed Book 733, Page 260
COMMON AREA
3.32 Acres
Cultivated Field
IRRIGATION HOSE
Run of Taylor Swamp
is Property Line
HURLI
Deed Book
JACKIE TEW
Deed Book 943, Page 148
Phase 1
Phase 2
Phase 3
PURSUANT TO G.S. 143-211.1 ALL PERIMETER DIKES, SWALES, DITCHES, PERIMETER SLOPES AND ALL SLOPES GREATER THAN 3 HORIZONTAL TO 1 VERTICAL (3:1) SHALL BE PROVIDED TEMPORARY OR PERMANENT STABILIZATION WITH GROUND COVER AS SOON AS PRACTICABLE BUT IN ANY EVENT WITHIN 7 CALENDAR DAYS FROM THE LAST LAND DISTURBING ACTIVITY.
1) Ground Stabilization*
Site Area Description | Stabilization Time Frame | Stabilization Time Frame Exceptions
Perimeter dikes, swales, ditches and slopes | 7 days | None
High Quality Water (HQW) Zones | 7 days | None
Slopes steeper than 3:1 | 7 days | If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed.
Slopes 3:1 or flatter | 14 days | 7-days for slopes greater than 50 feet in length
All other areas with slopes flatter than 4:1 | 14 days | None (except for perimeters and HQW Zones)
*Extensions of time may be approved by the permitting authority based on weather or other site-specific conditions that make compliance impracticable." (Section II.3(C)(b))
ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT
BEFORE YOU DIG!
CONTACT ONE-CALL CENTER
1-800-632-4949
SURVEY PREPARED BY:
J. SCOTT WALKER, PLS
PROFESSIONAL LAND SURVEYOR, L-4332
835 Abattoir Road, Coats, NC 27521
(910)897-5753
jswsurveyor@gmail.com
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
Revisions
03-16-2020 NCDEQ COMMENTS
PLAN INFORMATION
DESIGNED BY: EE, PA
DRAWN BY: EE
CHECKED BY: FT
SURVEY INFORMATION
HORIZONTAL SCALE: 1"=100'
VERTICAL SCALE:
DATE CREATED: 02-25-2020
LOCATION:
AUTRY MILL RD
ANDERSON TOWNSHIP
DARLINGTON COUNTY, NC
PROPERTY OWNER(S):
ROY V. TEW, III
2900 S. 15TH ST.
DUNN, NC 28335
GRADING, DRAINAGE, AND EROSION CONTROL PLAN FOR TAYLORS CREEK
EE PROJECT: 5021
S - 2
of 10
Enoch Engineers, P.A.
CONSULTING ENGINEERS & SURVEYORS
2481 NC Highway 50 South Benson, NC 27504
Phone: 919.894.1303 Fax: 919.894.1310
E-mail: enochengineers@earthlink.net
NORTH CAROLINA
ERIC ENOCH
SEAL
032192
ENGINEER
03-25-2020
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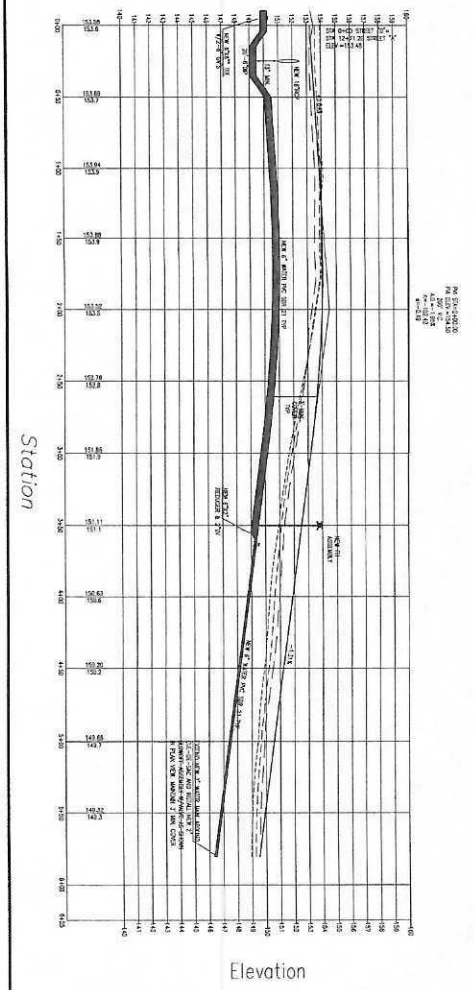
PLAN - PROFILE
FOR
TAYLORS CREEK
STREET "A"
S - 3
Enoch Engineers, P.A.
CONSULTING ENGINEERS & SURVEYORS
STREET "A" - 50' PUBLIC R/W
NEW 6"X6"" TEE W/2-6" GV'S
NEW FH ASSEMBLY
NEW 3/4" WATER SERVICE & METER TYP. EACH LOT
NEW 12"X6" TAPPING SLEEVE & VALVE. USE 6" DIP WITHIN NCDOT R/W (18LF)
EX. 12" WATER (APPROX LOCATION)
MAIL/KIOSK
10' UTILITY EASEMENT TYP
200' TAPER
Station

PLAN - PROFILE
FOR
TAYLORS CREEK
STREET "A"
S - 4
Enoch Engineers, P.A.
CONSULTING ENGINEERS & SURVEYORS
Revisions
Plan Information
Survey Information
NEW 2" BLOW-OFF ASSEMBLY
NEW 2" WATER (PVC SDR 21 TYP.) (3/4" OFF EOP TYP.)
NEW 6"x2" REDUCER
NEW TEE ASSEMBLY
NEW 6"x6"x6" W/2-6" GV'S
10' UTILITY EASEMENT TYP
STREET "A" - 50' PUBLIC R/W
Elevation

NEW 2" BLOWOFF ASSEMBLY
NEW 2" WATER (PVC SDR 21 TYP.) (3' OFF EOP TYP.)
NEW 6"X2" REDUCER & 2"GV
NEW FH ASSEMBLY
NEW 6" WATER (PVC SDR 21 TYP.) (3' OFF EOP TYP.)
KIOSK
NEW FH ASSEMBLY
NEW 6"X6"" TEE W/2-6" GV'S
NEW 3/4" W
SERVICE &
TYP. EACH L
STREET "B" - 50' PUBLIC R/W
PLAN SCALE 1" = 40'
PROFILE SCALE HORIZONTAL 1" = 40' VERTICAL 1" = 4'
Elevation
Station

PLAN - PROFILE
FOR
TAYLORS CREEK
STREET "C"
S - 6
Enoch Engineers, P.A.
CONSULTING ENGINEERS & SURVEYORS
STREET "C" - 50' PUBLIC R/W
PLAN SCALE
1" = 40'
PROFILE SCALE
HORIZONTAL 1" = 40'
VERTICAL 1" = 4'
Station
NEW 6" BLOWOFF ASSEMBLY
NEW 2" WATER (PVC SDR 21 TYP.) (3' O/F EOP TYP.)
NEW 6"X2" REDUCER & 2" GV
NEW FH ASSEMBLY
10' UTILITY EASEMENT TYP.
NEW 8" WATER LINE SDR 21 TYP. (3'-0" EOP TYP.)
Well

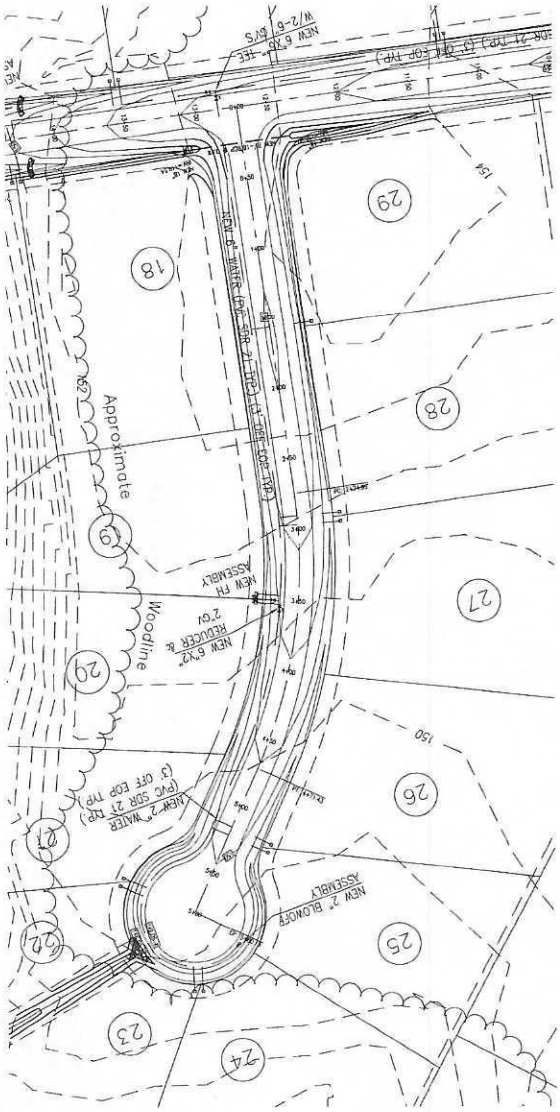
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STREET "D" - 50' PUBLIC R/W

PLAN SCALE
1"=40'

PROFILE SCALE
HORIZONTAL 1"=40'
VERTICAL 1"=4'





S - 7
of 10
EI PROJECT 5021

PLAN - PROFILE
FOR
TAYLORS CREEK
STREET "D"

LOCATION
AUTRY MILL RD
DISMAL TOWNSHIP
SAMPSON COUNTY, NC

PROPERTY OWNER(S)
ROY V. TEW III
P.O. BOX 1309
DUNN, NC 28335

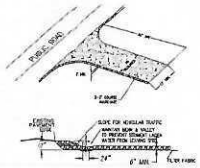
Revisions	PLAN INFORMATION	
	DESIGNED BY: EE, PA	HORIZONTAL SCALE: 1"=40'
	DRAWN BY: EE, PA	VERTICAL SCALE: 1"=4'
	CHECKED BY: FT	DATE CREATED: 02-25-2026
	SURVEY INFORMATION:	

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TEMPORARY CONSTRUCTION ENTRANCE

(NOT TO SCALE)



DESIGN CRITERIA

AGGREGATE SIZE USE #3 (4"-2") WASHED STONE

DIMENSIONS OF GRAVEL PAD:
THICKNESS 6 INCHES MINIMUM
WIDTH 10 FEET MINIMUM OR FULL WIDTH AT ALL POINTS OF TIN VEHICULAR ENTRANCE AND EXIT
AREA MINIMUM SIZE IS BASED ON THE AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO A SEDIMENT TRAP OR OTHER SUITABLE SEDIMENT DISPOSAL AREA. A WASH RACK MAY ALSO BE USED TO MAKE WASHING MORE CONVENIENT AND EFFECTIVE.
LENGTH 50 FEET MINIMUM OR GREATER

LOCATION - LOCATE CONSTRUCTION ENTRANCES AND EXITS TO LIMIT SEDIMENT FROM LEAVING THE SITE AND TO PROVIDE FOR MAXIMUM UTILITY BY ALL CONSTRUCTION VEHICLES. AVOID STEEP GRADES AND ENTRANCES AT CURVES IN PUBLIC ROADS

WASHING - IF CONDITIONS AT THE SITE ARE SUCH THAT MOST OF THE MUD AND SEDIMENT ARE NOT REMOVED BY VEHICLES TRAVELING OVER THE GRAVEL, THE TIRES SHOULD BE WASHED. WASHING SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO A SEDIMENT TRAP OR OTHER SUITABLE DISPOSAL AREA. A WASH RACK MAY ALSO BE USED TO MAKE WASHING MORE CONVENIENT AND EFFECTIVE.

CONSTRUCTION SPECIFICATIONS

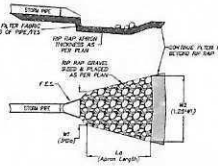
1. CLEAR THE ENTRANCE AND EXIT AREA OF ALL VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL AND PROPERLY GRADE IT.
2. PLACE THE GRAVEL TO THE SPECIFIC GRADE AND DIMENSIONS SHOWN ON THE PLANS, AND SMOOTH IT.
3. PROVIDE DRAINAGE TO CARRY WATER TO SEDIMENT TRAP OR OTHER SUITABLE OUTLET.
4. USE GEOTEXTILE FABRICS BECAUSE THEY IMPROVE STABILITY OF THE FOUNDATION IN LOCATIONS SUBJECT TO HEAVING OR HIGH WATER TABLE

MAINTENANCE

MAINTAIN THE GRAVEL PAD IN A CONDITION TO PREVENT MUD OR SEDIMENT FROM LEAVING THE CONSTRUCTION SITE. THIS MAY REQUIRE PERIODIC TOPDRESSING WITH 3-INCH STONE AFTER EACH RAINFALL. INSPECT ANY STRUCTURE USED TO TRAP SEDIMENT AND CLEAN IT OUT AS NECESSARY. IMMEDIATELY REMOVE ALL SEDIMENT SPILLED, WASHED, OR TRACKED ONTO PUBLIC ROADWAYS.

RIP RAP APRON STABILIZATION DETAIL

(NOT TO SCALE)



CONSTRUCTION SPECIFICATIONS

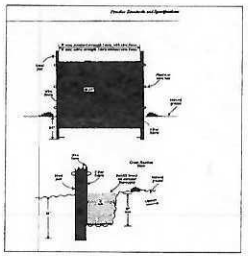
PLACE RIPRAP SO THAT IT FORMS A DENSE, WELL-GRADED MASS OF STONE WITH A MINIMUM OF VOIDS. THE DESIRED DISTRIBUTION OF STONES THROUGHOUT THE MASS MAY BE OBTAINED BY SELECTIVE LOADING AT THE QUARRY, AND CONTROLLED DUMPING DURING FINAL PLACEMENT. PLACE RIPRAP TO ITS FULL THICKNESS IN ONE OPERATION. DO NOT PLACE RIPRAP BY DUMPING THROUGH CHUTES OR OTHER METHODS THAT CAUSE SEGREGATION OF STONE SIZES. TAKE CARE NOT TO DISLODGE THE UNDERLYING BASE OR FILTER WHEN PLACING STONES.

MAINTENANCE

RIPRAP SHOULD BE INSPECTED PERIODICALLY AND AFTER HEAVY RAINFALLS FOR SCOUR OR DISLODGED STONES. CONTROL OF WEED AND BRUSH GROWTH MAY BE NEEDED IN SOME LOCATIONS. IMMEDIATELY MAKE ALL NEEDED REPAIRS TO PREVENT FURTHER DAMAGE.

SILT FENCE DETAIL

(NOT TO SCALE)



CONSTRUCTION

1. CONSTRUCT THE SEDIMENT BARRIER OF STANDARD STRENGTH OR EXTRA STRENGTH SYNTHETIC FILTER FABRICS.
2. ENSURE THAT THE HEIGHT OF THE SEDIMENT FENCE DOES NOT EXCEED 24 INCHES ABOVE THE GROUND SURFACE. (HIGHER FENCES MAY IMPOUND VOLUMES OF WATER SUFFICIENT TO CAUSE FAILURE OF THE STRUCTURE.)
3. CONSTRUCT THE FILTER FABRIC FROM A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID JOINTS. WHEN JOINTS ARE NECESSARY, SECURELY FASTEN THE FILTER CLOTH ONLY AT A SUPPORT POST WITH 4 FEET MINIMUM OVERLAP TO THE NEXT POST.
4. SUPPORT STANDARD STRENGTH FILTER FABRIC BY WIRE MESH FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS. EXTEND THE WIRE MESH SUPPORT TO THE BOTTOM OF THE TRENCH. FASTEN THE WIRE REINFORCEMENT, THEN FABRIC ON THE UPSLOPE SIDE OF THE FENCE POST. WIRE OR PLASTIC TIES SHOULD HAVE MINIMUM OF TWO TIES PER SUPPORT.
5. WHEN A WIRE MESH SUPPORT FENCE IS USED, SPACE POSTS A MAXIMUM OF 8 FEET APART. SPACE POSTS SHOULD BE DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 24 INCHES.
6. FOR A STANDARD STRENGTH FABRIC WITH A 6 FEET POST SPACING DUE NOT REQUIRE WIRE MESH SUPPORT FENCE. ATTACH THE FABRIC TO EACH POST WITH THREE TIES EVENLY SPACED DIRECTLY TO POSTS. WIRE OR PLASTIC TIES SHOULD HAVE A MINIMUM 50 POUND TENSILE STRENGTH.
7. EXCAVATE A TRENCH APPROXIMATELY 4 INCHES WIDE AND 8 INCHES DEEP ALONG THE PROPOSED LINE OF POSTS AND UPSLOPE FROM THE BARRIER. (STORAGE AREA)
8. PLACE 12 INCHES OF THE FABRIC ALONG THE BOTTOM AND SIDE OF THE TRENCH.
9. BACKFILL THE TRENCH WITH SOIL PLACED OVER THE FILTER FABRIC AND COMPACT. THOROUGH COMPACTION OF THE BACKFILL IS CRITICAL TO SILT FENCE PERFORMANCE.
10. DO NOT ATTACH FILTER FABRIC TO EXISTING TREES.
11. NO MEASURES ARE TO BE REMOVED UNTIL DONR APPROVAL

INSTALLATION SPECIFICATIONS

1. THE BASE OF BOTH END POSTS SHOULD BE AT LEAST ONE FOOT HIGHER THAN THE MIDDLE OF THE FENCE. CHECK WITH A LEVEL IF NECESSARY.
2. INSTALL POSTS 4 FEET APART IN CRITICAL RETENTION AREAS AND 6 FEET APART ON STANDARD APPLICATIONS.
3. INSTALL POSTS 2 FEET DEEP ON THE DOWNSTREAM SIDE OF THE SILT FENCE, AND AS CLOSE AS POSSIBLE TO THE FABRIC, ENABLING POSTS TO SUPPORT THE FABRIC FROM UPSTREAM WATER PRESSURE.
4. INSTALL POSTS WITH THE NIPPLES FACING AWAY FROM THE SILT FENCE.
5. ATTACH THE FABRIC TO EACH POST WITH THREE TIES, ALL SPACED WITHIN THE TOP 8 INCHES OF FABRIC. ATTACH EACH TIE DIAGONALLY 45 DEGREES THROUGH THE FABRIC, WITH EACH PENETRATION APPROXIMATELY 1 INCH VERTICALLY APART. ALSO, EACH TIE SHOULD BE FASTENED TO HANG ONTO THE POST, NOT TO SLIDE.
6. WRAP APPROXIMATELY 6 INCHES OF THE END POSTS AND SECURE WITH 3 TIES.
7. NO MORE THAN 24 INCHES OF 36 INCH FABRIC IS ALLOWED ABOVE GROUND LEVEL.
8. THE INSTALLATION SHOULD BE CHECKED AND CORRECTED FOR ANY DEFICIENCIES BEFORE COMPACTION.
9. COMPACTION IS VITALLY IMPORTANT FOR EFFECTIVE RESULTS. COMPACT THE SOIL IMMEDIATELY NEXT TO THE SILT FENCE FABRIC WITH THE FRONT WHEEL OF THE TRACTOR, SKID STEER, OR ROLLER EXERTING AT LEAST 60 POUNDS PER SQUARE INCH. COMPACT THE UPSTREAM SIDE FIRST AND THEN EACH SIDE TWICE FOR A TOTAL OF 4 TRIPS.

MAINTENANCE

INSPECT SEDIMENT FENCES AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.

SHOULD THE FABRIC OF A SEDIMENT FENCE COLLAPSE, TEAR, DECOMPOSE, OR BECOME INEFFECTIVE, REPLACE IT PROMPTLY.

REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE. TAKE CARE TO AVOID UNDERMINING THE FENCE DURING CLEANOUT.

REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS AND BRING THE AREA TO GRADE AND STABILIZE IT AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.

SEEDING SPECIFICATIONS

SEEDBED PREPARATION

THOROUGHLY CULTIVATE LAWN AREAS BY DISCING TO A DEPTH OF 6" AND RAKING THE SURFACE SMOOTH TO REQUIRED GRADES. APPLY 4,000 LBS. OF AGRICULTURAL LIME PER ACRE AND 1,000 LBS. OF 10-10-10 OR EQUIVALENT FERTILIZER PER ACRE.

TEMPORARY SEEDING

WHERE TEMPORARY SEEDING IS REQUIRED PRIOR TO SEEDING OF PERMANENT LAWNS OR FILL SLOPES, PROCEED AS FOLLOWS:

AUG. 15TH–MAR. 1ST: 100 LBS. PER ACRE RYE GRAIN
MAR. 1ST–AUG. 15TH: RYE GRAIN MILLET AT THE RATE OF 40 LBS. PER ACRE

PERMANENT SEEDING

SEASON	VARIETY	RATE(LBS./ACRE)
AUG 15 – NOV 1ST	KOREAN LESPEDEZA	50
	OR KOBE LESPEDEZA	50
	AND TALL FESCUE	60
NOV 15 – MARCH 1ST	TALL FESCUE	120
	AND ABRUZZI RYE	25
MARCH 1 – APRIL 15	TALL FESCUE	120
APRIL 15 – JUNE 30	HULLED COMMON BERMUDA	12
JUNE 30 – AUG 15	TALL FESCUE	60
	AND BROWNTOP MILLET	20

MULCHING

IMMEDIATELY AFTER SEED AREA SOWN, MULCH THE ENTIRE AREA EVENLY WITH A LAYER OF WHEAT STRAW TO PROTECT AREA FROM EROSION. MULCH TO BE APPLIED AT A RATE OF 15–100 LBS. PER 1000 SQUARE FEET.

SECURING MULCH:
THE MULCH SHALL BE HELD IN PLACE BY EMULSIFIED ASPHALT BINDER ON SLOPES 2 TO 1 OR STEEPER, OR AS REQUIRED. APPLY ASPHALT AT 0.10 GALLON PER SQUARE YARD. IN HEAVY TRAFFIC AREAS, USE TYPE "RS" OR "CRS" TO MINIMIZE REMOVAL OF TACK COAT. SYNTHETIC BINDERS MAY BE USED AS RECOMMENDED BY THE MANUFACTURER TO ANCHOR THE MULCH.

TEMPORARY CHANNEL LININGS IF REQUIRED SHALL BE INSTALLED IN AREAS AS SHOWN ON PLANS, OR AS REQUIRED TO PREVENT EROSION. LININGS AREA TO BE LEFT IN PLACE THROUGHOUT PERMANENT SEEDING PROCEDURE.

MAINTENANCE

I. TEMPORARY SEEDING
RESEED AND MULCH AREAS WHERE SEEDING EMERGENCE IS POOR, OR WHERE EROSION HAS OCCURRED, AS SOON AS POSSIBLE. DO NOT MOW. PROTECT FROM TRAFFIC AS MUCH AS POSSIBLE.

II. PERMANENT SEEDING
GENERALLY, A STAND OF VEGETATION CANOPY SHOULD BE DETERMINED TO BE FULLY ESTABLISHED UNTIL SOIL COVER HAS BEEN MAINTAINED FOR ONE FULL YEAR FROM PLANTING. INSPECT SEEDED AREAS FOR FAILURE AND MAKE NECESSARY REPAIRS AND RESEEDINGS WITHIN THE SAME SEASON, IF POSSIBLE.

RESEEDING—IF A STAND HAS INADEQUATE COVER, RE-EVALUATE CHOICE OF PLANT MATERIALS AND QUANTITIES OF LIME AND FERTILIZER. RE-ESTABLISH THE STAND AFTER SEEDBED PREPARATION OR OVER-SEED THE STAND. CONSIDER SEEDING TEMPORARY, ANNUAL SPECIES IF THE TIME OF YEAR IS NOT APPROPRIATE FOR PERMANENT SEEDING.

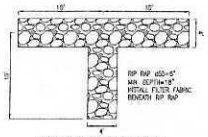
NOTE: Pursuant to G.S. 113A-57(2), the angle for graded slopes and fills shall be no greater than the angle that can be retained by vegetative cover or other adequate erosion control devices or structures. In any event, slopes left exposed will, within 14 calendar days of completion of any phase of grading be planted or otherwise provided with temporary or permanent ground cover, devices, or structures sufficient to restrain erosion. Pursuant to G.S. 113A-57(3), provisions for permanent ground cover sufficient to restrain erosion must be accomplished for all unfunded areas within 14 working days or 90 calendar days (whichever is shorter) following completion of construction or development.

VEGETATION MAINTAINANCE

IF A STAND HAS INADEQUATE COVER, RE-EVALUATE CHOICE OF PLANT MATERIALS AND QUANTITIES OF LIME AND FERTILIZER. RE-ESTABLISH THE STAND AFTER SEEDBED PREPARATION OR OVER-SEED THE STAND. CONSIDER SEEDING TEMPORARY, ANNUAL SPECIES IF THE TIME OF THE YEAR IS NOT APPROPRIATE FOR PERMANENT SEEDING.

RIP RAP TRANSITION TEE

(NOT TO SCALE)



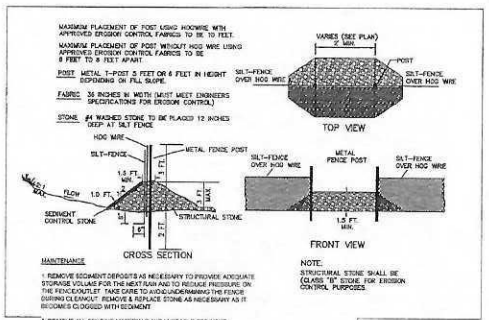
CONSTRUCTION SPECIFICATIONS

PLACE RIPRAP SO THAT IT FORMS A DENSE, WELL-GRADED MASS OF STONE WITH A MINIMUM OF VOIDS. THE DESIRED DISTRIBUTION OF STONES THROUGHOUT THE MASS MAY BE OBTAINED BY SELECTIVE LOADING AT THE QUARRY, AND CONTROLLED DUMPING DURING FINAL PLACEMENT. PLACE RIPRAP TO ITS FULL THICKNESS IN ONE OPERATION. DO NOT PLACE RIPRAP BY DUMPING THROUGH CHUTES OR OTHER METHODS THAT CAUSE SEGREGATION OF STONE SIZES. TAKE CARE NOT TO DISLODGE THE UNDERLYING BASE OR FILTER WHEN PLACING STONES.

MAINTENANCE FOR RIP RAP "T" TRANSITION

INSPECT RIP RAP AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT RAINFALL (ONE INCH OR GREATER) RAINFALL EVENT AND REPAIR IMMEDIATELY. REMOVE SEDIMENT AND RESTORE THE SEDIMENT STORAGE AREA TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE TRAP. PLACE THE SEDIMENT THAT IS REMOVED IN THE DESIGNATED DISPOSAL AREA AND REPLACE THE CONTAMINATED PART OF THE RIP RAP. CHECK THE STRUCTURE FOR DAMAGE. ANY STONE DISPLACED MUST BE REPLACED IMMEDIATELY. AFTER ALL THE SEDIMENT-PRODUCING AREAS HAVE BEEN PERMANENTLY STABILIZED, REMOVE ALL THE UNSTABLE SEDIMENT.

TEMPORARY STONE OUTLET FOR SILT FENCE

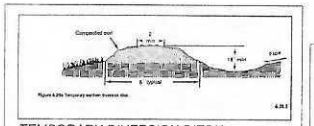


MAINTENANCE

1. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE/OUTLET. TAKE CARE TO AVOID UNDERMINING THE FENCE DURING CLEANOUT. REMOVE & REPLACE STONE AS NECESSARY AS IT BECOMES CLOGGED WITH SEDIMENT.
2. REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS AND BRING THE AREA TO GRADE AND STABILIZE IT AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.

TEMPORARY DIVERSION DITCH

(NOT TO SCALE)



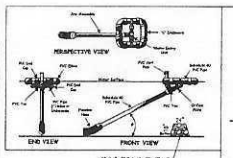
CONSTRUCTION SPECIFICATIONS

1. REMOVE AND PROPERLY DISPOSE OF ALL TREES, BRUSH, STUMPS, AND OTHER OBJECTIONAL MATERIAL.
2. ENSURE THAT THE MINIMUM CONSTRUCTED CROSS SECTION MEETS ALL DESIGN REQUIREMENTS.
3. ENSURE THAT THE TOP OF THE DIKE IS NOT LOWER AT ANY POINT THAN THE DESIGN ELEVATION PLUS THE SPECIFIED SETTLEMENT.
4. PROVIDE SUFFICIENT ROOM AROUND DIVERSIONS TO PERMIT MACHINE REGRADING AND CLEANOUT.
5. VEGETATE THE RIDGE IMMEDIATELY AFTER CONSTRUCTION UNLESS IT WILL REMAIN IN PLACE LESS THAN 30 WORKING DAYS.

MAINTENANCE

INSPECT TEMPORARY DIVERSIONS ONCE A WEEK AND AFTER EVERY RAINFALL. IMMEDIATELY REMOVE SEDIMENT FROM THE FLOW AREA AND REPAIR THE DIVERSION RIDGE.

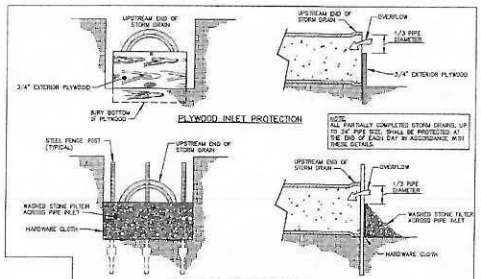
CHECK OUTLETS AND MAKE TIMELY REPAIRS AS NEEDED TO AVOID GULLY FORMATION. WHEN THE AREA ABOVE THE TEMPORARY DIVERSION IS PERMANENTLY STABILIZED, REMOVE THE DIVERSION AND FILL AND STABILIZED THE CHANNEL TO BLEND WITH THE NATURAL SURFACE.





SKIMMER SEDIMENT BASIN

STANDARD PIPE INLET PROTECTION (PLYWOOD & STONE)

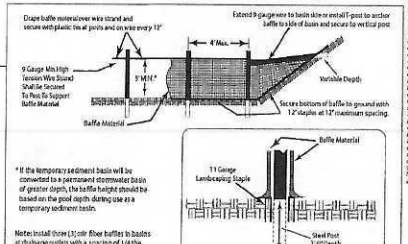


MAINTENANCE

INSPECT ROCK PIPE INLET PROTECTION AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (1/2 INCH OR GREATER) RAINFALL EVENT AND REPAIR IMMEDIATELY. REMOVE SEDIMENT AND RESTORE THE SEDIMENT STORAGE AREA TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMEN HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE TRAP. PLACE THE SEDIMENT THAT IS REMOVED IN THE DESIGNATED DISPOSAL AREA AND REPLACE THE CONTAMINATED PART OF THE GRAVEL FACING. CHECK THE STRUCTURE FOR DAMAGE. ANY STONE DISPLACED MUST BE REPLACED IMMEDIATELY. AFTER ALL THE SEDIMENT-PRODUCING AREAS HAVE BEEN PERMANENTLY STABILIZED, REMOVE THE STRUCTURE AND ALL THE UNSTABLE SEDIMENT. SMOOTH THE AREA TO BLEND WITH THE ADJOINING AREAS AND PROVIDE PERMANENT GROUND COVER (SURFACE STABILIZATION).

POROUS BAFFLES DETAIL

FIGURE 6.65b

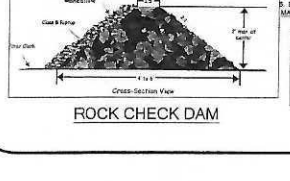


* If the temporary sediment basin will be converted to a permanent stormwater basin of greater depth, the baffle height should be based on the pool depth during use as a temporary sediment basin.

Note: Install three (3) coir fiber baffles in basins at discharge outlets with a spacing of 1/4 the basin length. Two (2) coir fiber baffles can be installed in the basins less than 20 ft. in length with a spacing of 1/3 the basin length.

CONSTRUCTION SPECIFICATIONS

1. Grade the basin so that the bottom is level front to back and side to side.
2. Locate the coir fiber baffles immediately upon excavation of the basins.
3. Install posts across the width of the sediment trap (Practice 6.62, Sediment Fence).
4. Steel posts should be driven to a depth of 24 inches and spaced a maximum of 4 feet apart in the form of a "J" with the long section of 6 inches higher than the crest of the trap. Tops of baffles should be a minimum of 2 inches lower than the lowest point in the embankment.
5. Install at least three rows of baffles between the inlet and outlet/discharge point. Basins less than 20 feet in length may use 2 baffles.
6. Attach a 9 gauge high tension wire strand to the steel posts at a height of 6 inches above the spillway elevation with plastic ties or wire fasteners to prevent sagging. If the temporary basin will be converted to a permanent stormwater basin of a greater depth, the baffle height should be based on the pool depth during use as a temporary sediment basin.
7. Extend 9 gauge minimum high tension wire strand to side of basin or install steel T-posts to anchor baffle to side of basin and secure to vertical end posts as shown in Figure 6.65b.
8. Drape the coir fiber mat over the wire strand mounted at a height of 6 inches above the spillway elevation. Secure the coir fiber mat to the wire strand with plastic ties or wire fasteners. Anchor the matting to the sides and floor of the basin with 12 inch wire staples, approximately 1.5 apart, along the bottom and side slopes of the basin.
9. Do not splice the fabric, but use a continuous piece across the basin.
10. Adjustments may be required in the staking requirements to fit individual site conditions.



ROCK CHECK DAM

CONSTRUCTION

1. PLACE STRUCTURAL STONE (CLASS B) TO THE LINES AND DIMENSIONS SHOWN ON THE PLAN ON A FILTER FABRIC FOUNDATION. THE CREST WIDTH OF THE DAM SHOULD BE A MINIMUM OF 2 FEET
2. KEEP THE CENTER STONE SECTION AT LEAST 6 INCHES BELOW THE END WHERE THE DAM ABUTS THE CHANNEL BANKS.
3. PLACE SEDIMENT CONTROL STONE (#5 OR #57) ON THE UPSTREAM SIDE OF THE DAM THAT IS A MINIMUM OF 1 FOOT THICK
4. PROVIDE AN APRON THAT IS 3 TIMES THE HEIGHT OF THE DAM. THE APRON WIDTH IS AT LEAST 4 FEET LONG. UNDERCUT THE APRON SO THAT THE TOP OF THE APRON IS FLUSH WITH THE SURROUNDING GRADE.
5. EXTEND THE STONE AT LEAST 1.5 FEET BEYOND THE DITCH BANK TO KEEP WATER FROM CUTTING AROUND THE ENDS OF THE CHECK DAM.
6. EXCAVATE SEDIMENT STORAGE AREA TO THE DIMENSIONS SHOWN ON THE PLAN

MAINTENANCE

Figure 6.60d Temporary check dams in a channel to limit the extent of downstream scour and accumulation of the size of sediment filter

CONSTRUCTION SPECIFICATIONS

1. Use grub and stop the pond under the embankment of all vegetation and root mat. Remove all surface soil containing high amounts of organic matter and stockpile or dispose of it properly. Root all objectionable material in the designated disposal area. Place temporary sediment control measures below basin as needed.
2. Ensure that fill material for the embankment is free of rocks, woody vegetation, organic matter, and other objectionable material. Place the fill in lifts not to exceed 9 inches, and machine compact it. Over fill the embankment 6 inches to allow for settlement.
3. Shape the basin to the specified dimensions. Prevent the stockpiling dams from settling into the riser by excavating a shallow pit under the embankment or providing a toe support under the bottom of riser or anti-vortex.
4. Place the barrel (typically 4-inch Schedule 40 PVC) pipe on a firm, smooth foundation of impervious soil. Do not use pervious materials such as sand, gravel or crushed stone as backfill around the pipe. Place the fill material around the pipe spillway in 4-inch layers and compact it under and around the pipe to at least the same density as the adjacent embankment. Care must be taken not to raise the pipe from the firm contact with its foundation when compacting under the pipe haunches.
5. Place a minimum depth of 2 feet of compacted backfill over the pipe spillway before crossing it with construction equipment. In no case should the pipe conduit be installed by cutting a trench through fills once the settlement is complete.
6. Assemble the skimmer following the manufacturers instructions, or as designed.
7. Lay the assembled skimmer on the bottom of the basin with the flexible joint at the inlet of the barrel pipe. Attach the flexible joint to the barrel pipe and position the skimmer over the excavated pit. Support the skimmer in a way to allow it to float as the water level rises. Care must be taken not to raise the pipe from the firm contact with its foundation when connecting the flexible joint to the barrel pipe.
8. Excavate the sediment storage to the dimensions shown on the plan.
9. Erosion control-Construct the structure so that the disturbed area is minimized. Divert surface water away from the bare areas. Complete the embankment before the area is covered. Stabilize the emergency spillway embankment and all other disturbed areas above the crest of the principal spillway immediately after construction(See across Surface Stabilization).
10. Install perimeter baffles as specified in Practice 6.65, Porous Baffles.
11. After the work area is completed and protected from erosion hazards and permanently stabilized, remove the structure and all the unstable sediment. Grade the area to conform with the adjoining areas and maintain properly. (Safe areas, Surface Stabilization).

MAINTENANCE

INSPECT SKIMMER SEDIMENT BASINS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (ONE HALF INCH OR GREATER) RAINFALL EVENT AND REPAIR IMMEDIATELY. REMOVE SEDIMENT AND RESTORE THE BASIN TO ITS ORIGINAL DIMENSIONS WHEN SEDIMENT ACCUMULATES TO ONE-HALF THE HEIGHT OF THE FIRST BAFFLE. PLACE THE SEDIMENT IN ONE SIDE SO THAT THE SEDIMENT UNDERNEATH THE SKIMMER CAN BE EXCAVATED. EXCAVATE THE SEDIMENT FROM THE ENTIRE BASIN. NOT JUST AROUND THE SKIMMER OR THE FIRST CELL. MAKE SURE CLOSE VEGETATION GROWING IN THE BOTTOM OF THE BASIN DOES NOT HOLD DOWN THE SKIMMER.

REPAIR THE BAFFLES IF THEY ARE DAMAGED. RE-ANCHOR THE BAFFLES IF WATER IS FLOWING UNDERNEATH OR AROUND THEM.

IF THE SKIMMER ARM OR BARREL PIPE IS CLOGGED, THE ORIFICE CAN BE REMOVED AND THE OBSTRUCTION CLEARED WITH A PLUMBERS SNAKE OR BY FLUSHING WITH WATER. BE SURE AND REPLACE THE ORIFICE BEFORE REPOSITIONING THE SKIMMER.

CHECK THE FABRIC LINED SPILLWAY FOR DAMAGE AND MAKE ANY REQUIRED REPAIRS WITH FABRIC THAT SPANS THE FULL WIDTH OF THE SPILLWAY. CHECK THE PERMANENT SPILLWAYS AND OUTLET FOR EROSION DAMAGE AND INSPECT THE EMBANKMENT FOR PIPING AND SETTLEMENT. MAKE ALL NECESSARY REPAIRS IMMEDIATELY. REMOVE ALL TRASH AND OTHER DEBRIS FROM THE SKIMMER AND POOL AREAS.

FREEZING WEATHER CAN RESULT IN ICE FORMING IN THE BASIN. SOME SPECIAL PRECAUTIONS SHOULD BE TAKEN IN THE WINTER TO PREVENT THE SKIMMER FROM PLUGGING WITH ICE.

NOTE: The placement of erosion control devices, during construction activities, is the responsibility of the grading contractor. Any changes to the erosion control devices shown on these plans must be approved by the Engineer and/or the Soil Erosion and Sedimentation Control Inspector. Some changes may be necessary to accommodate the grading contractor's operations. Some changes may be necessary to meet the requirements of the Soil Erosion and Sedimentation Control Inspector. Failure to comply with the approved erosion control plan may result in the issuance of a stop work order.

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PROFESSIONAL ENGINEER SEAL 035451 NORTH CAROLINA — 05.05.2020

Revisions	PLAN INFORMATION	HORIZONTAL SCALE
03-05-2020 NCDQ COMMENTS	DESIGNED BY: EE PA	VERTICAL SCALE
	DRAWN BY: BEE PA	DATE CREATED: 02.25.2020
	CHECKED BY: PT	SURVEY INFORMATION

LOCATION: AUTRY MILL RD DISMAL TOWNSHIP SAMPSON COUNTY, NC

PROPERTY OWNER(S): ROY V. TEW III P.O. BOX 1383 DUNN, NC 28335

DETAILS FOR TAYLORS CREEK

EE PROJECT: 5021

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of 10

18

X:\projects\5021 TAYLORS CREEK\5021 TAYLORS CREEK.dwg

GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT

Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling sections of the NCG01 Construction General Permit (Sections II and I, respectively). The permittee shall comply with the Erosion and Sediment Control plan approved by the delegated authority having jurisdiction. All details and specifications shown on this sheet may not apply depending on site conditions and the delegated authority having jurisdiction.

SECTION I: GROUND STABILIZATION

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

Note: After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but no later than the next 30 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved.

GROUND STABILIZATION SPECIFICATION

Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below:

General Site Stabilization	Perimeter Erosion Control
• Temporary grass seed covered with straw or other mulches and tackifiers • Hydroseeding • Rolled erosion control products with or without temporary grass seed • Appropriately applied straw or other mulch • Plastic sheeting	• Permanent grass seed covered with straw or other mulches and tackifiers • Geotextile fabrics such as permanent soil reinforcement matting • Hydroseeding • Shrubs or other permanent plantings covered with mulch • Uniform and evenly distributed ground cover sufficient to maintain erosion • Structural methods such as concrete, asphalt or retaining walls • Rolled erosion control products with grass seed

POLYACRYLAMIDE (PAM) AND FLOCCULANTS

1. Select flocculants that are appropriate for the soils being exposed during construction, selecting from the *NC DWR List of Approved PAM/Flocculants*.
2. Apply flocculants at or before the inlets to Erosion and Sediment Control Measures.
3. Apply flocculants at the concentrations specified in the *NC DWR List of Approved PAM/Flocculants* and in accordance with the manufacturer's instructions.
4. Provide ponding area for containment of treated Stormwater before discharging offsite.
5. Store flocculants in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures.

EQUIPMENT AND VEHICLE MAINTENANCE

1. Maintain vehicles and equipment to prevent discharge of fluids.
2. Provide drip pans under any stored equipment.
3. Identify leaks and repair as soon as feasible, or remove leaking equipment from the project.
4. Collect all spent fluids, store in separate containers and properly dispose in hazardous waste (recycle when possible).
5. Remove leaking vehicles and construction equipment from service until the problem has been corrected.
6. Bring used fuels, lubricants, coolants, hydraulic fluids and other petroleum products to a recycling or disposal center that handles these materials.

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE

1. Never bury or burn waste. Place litter and debris in approved waste containers.
2. Provide a sufficient number and size of waste containers (e.g dumpster, trash receptacle) on site to contain construction and domestic wastes.
3. Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
4. Locate waste containers on areas that do not receive substantial amounts of runoff from upland areas and does not drain directly to a storm drain, stream or wetland.
5. Cover waste containers at the end of each workday and before storm events or provide secondary containment. Repair or replace damaged waste containers.
6. Anchor all lightweight items in waste containers during times of high winds.
7. Empty waste containers as needed to prevent overflow. Clean up immediately if containers overflow.
8. Dispose waste off-site at an approved disposal facility.
9. On business days, clean up and dispose of waste in designated waste containers.

PAINT AND OTHER LIQUID WASTE

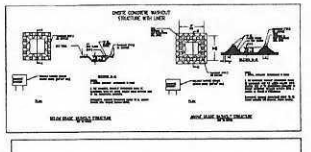
1. Do not dump paint and other liquid waste into storm drains, streams or wetlands.
2. Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
3. Maintain portable toilets in a controlled area.
4. Containment must be labeled, sized and placed appropriately for the needs of site.
5. Prevent the discharge of soaps, solvents, detergents and other liquid waste from construction sites.

PORTABLE TOILETS

1. Install portable toilets on level ground, at least 50 feet away from storm drains, streams or wetlands unless there is no alternative reasonably available. If 50 feet offset is not attainable, provide relocation of portable toilet behind silt fence or place on a gravel pad and surround with sandbags.
2. Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas.
3. Monitor portable toilets for leaking and properly dispose of any leaked material. Utilize a licensed sanitary waste hauler to remove leaking portable toilets and replace with properly operating unit.

FARTHEST STOCKPILE MANAGEMENT

1. Show stockpile locations on plans. Locate earthen material stockpile areas at least 50 feet away from storm drain inlets, sediment basins, perimeter sediment controls and surface waters unless it can be shown no other alternatives are reasonably available.
2. Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile.
3. Provide stable stone access point when feasible.
4. Stabilize stockpile within the timeframes provided on this sheet and in accordance with the approved plan and any additional requirements. Soil stabilization is defined as vegetative, physical or chemical coverage techniques that will maintain accelerated erosion on disturbed soils for temporary or permanent control needs.



CONCRETE WASHOUTS

1. Do not discharge concrete or cement slurry from the site.
2. Dispose of, or recycle settled, hardened concrete residue in accordance with local and state solid waste regulations and at an approved facility.
3. Manage washout from mortar mixers in accordance with the above item and in addition place the mixer and associated materials on impervious barrier and within the perimeter silt fence.
4. Install temporary concrete washouts per local requirements. Where applicable, if an alternate method or product is to be used, contact your approval authority for review and approval. If local standard details are not available, use one of the two types of temporary concrete washouts provided in the detail.
5. Do not use concrete washouts for dewatering or storing defective curb or sidewalk sections. Stormwater accumulated within the washout may not be pumped into or discharged to the storm drain system or receiving surface waters. Liquid waste must be pumped out and removed from the site.
6. Locate washouts at least 50 feet from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. At a minimum, install protection of storm drain inlet(s) closest to the washout whose runoff could receive spills or overflow.
7. Locate washout(s) in an easily accessible area, on level ground and install a stone entrance pad in front of the washout. Additional controls may be required by the approving authority.
8. Install at least one sign directing concrete trucks to the washout within the project limits. Post signage on the washout itself to identify the location.
9. Remove hauling from the washout when at approximately 75% capacity to limit overflow events. Replace the tarp, sand bags or other temporary structural components when no longer functional. When utilizing alternative or proprietary products, follow manufacturer's instructions.
10. At the completion of the concrete work, remove remaining hauling and dispose of it in an approved disposal facility. Fill pit, if applicable, and stabilize any disturbance caused by removal of washout.

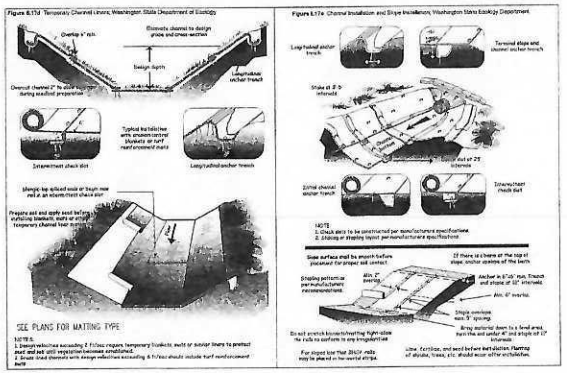
HERBICIDES, PESTICIDES AND RODENTICIDES

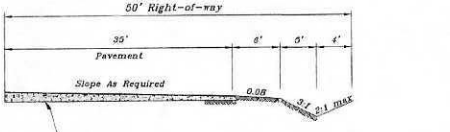
1. Store and apply herbicides, pesticides and rodenticides in accordance with label restrictions.
2. Store herbicides, pesticides and rodenticides in their original containers with the label, which lists directions for use, ingredients and first aid steps in case of accidental poisoning.
3. Do not store herbicides, pesticides and rodenticides in areas where flooding is possible or where they may spill or leak into wells, stormwater drains, ground water or surface water. If a spill occurs, clean area immediately.
4. Do not stockpile these materials onsite.

HAZARDOUS AND TOXIC WASTE

1. Create designated hazardous waste collection areas on site.
2. Place hazardous waste containers under cover or in secondary containment.
3. Do not store hazardous chemicals, drums or bagged materials directly on the ground.

NCG01 GROUND STABILIZATION AND MATERIALS HANDLING | EFFECTIVE: 04/01/19


Figure 8.17d Temporary Channel Liners, Washington State Department of Ecology
Overlap 6" min.
Channel channel 2" to allow for matting during seedbed preparation
Elevate channel to design grade and cross section
Design depth
Longitudinal anchor trench
Embankment check slot
Typical installation with erosion control blankets or turf reinforcement mats
Longitudinal anchor trench
Staple as per manufacturer's recommendations
Project cut and apply seed before installing blankets, mats or other temporary channel liner system
SEE PLANS FOR MATTING TYPE
NOTES:
1. Overlap width as necessary to protect adjacent property and natural resources.
2. Extend channel liners 6 inches vertically into the soil at the top of the channel.
3. Secure channel liners with wire staples, metal pins, or other approved methods.
4. Channel liners shall be placed in direct contact with the soil.
5. Channel liners shall be placed in the direction of flow.
6. Channel liners shall be placed in a manner that avoids bridging.
7. Channel liners shall be placed in a manner that avoids damage to the channel liner.
8. Channel liners shall be placed in a manner that avoids damage to the channel liner.
9. Channel liners shall be placed in a manner that avoids damage to the channel liner.

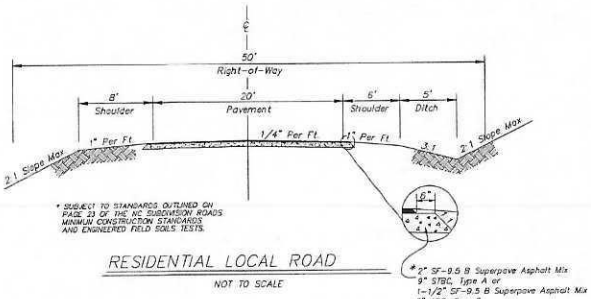


SECTION AA

TYPICAL CUL-DE-SAC

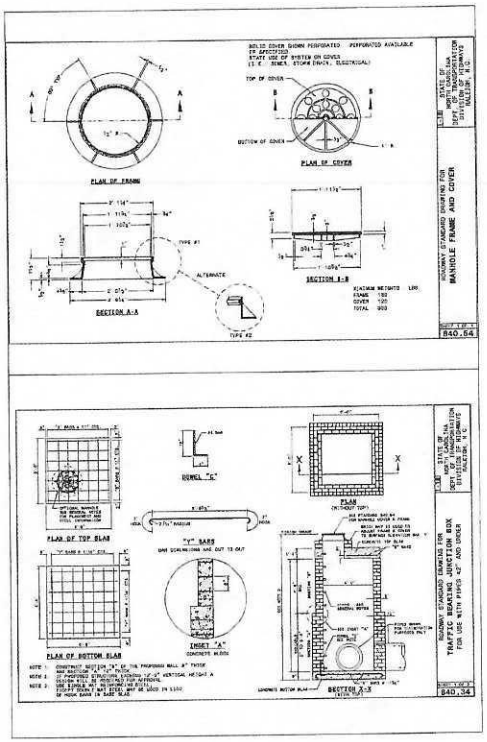
NO CURB & GUTTER

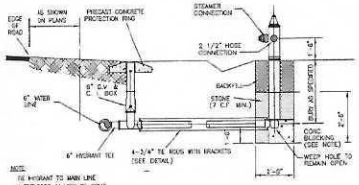
Not To Scale



RESIDENTIAL LOCAL ROAD

NOT TO SCALE





TYPICAL FIRE HYDRANT INSTALLATION DETAIL

NO SCALE

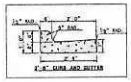


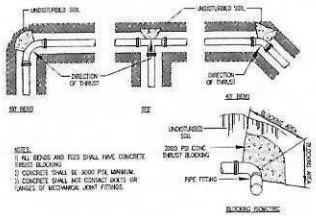
PIPE BEDDED IN SAND, GRANULAR MATERIAL OR GRADED GRAVEL TO THE DEPTH OF 1/3 PIPE DIAMETER. 4" MIN. JOB EXCAVATED MATERIAL COMPACTED TO 4" ABOVE TOP OF PIPE. (APPROX. 95% STANDARD PROCTOR, AASHTO T-99)

ALL PVC WATER LINE AND PVC FORCE MAIN

TYPICAL PIPE LAYING CONDITIONS DETAIL

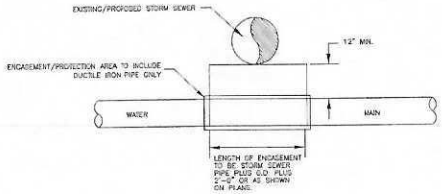
NTS





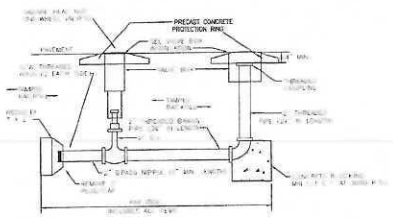
THRUST BLOCKING DETAIL

NTS



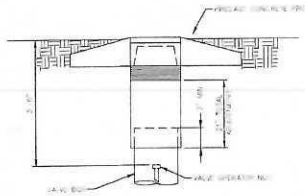
TYPICAL STORM SEWER CROSSING DETAIL

NTS



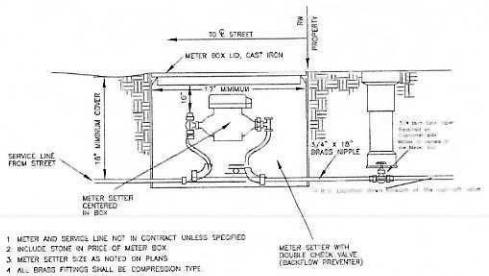
PERMANENT BLOW-OFF ASSEMBLY DETAIL

NTS



TYPICAL VALVE BOX DETAIL

NTS



TYPICAL METER BOX INSTALLATION DETAIL

NTS

Enoch Engineers, P.A.
CONSULTING ENGINEERS & SURVEYORS
1403 NC Highway 42 South · Benson, NC 27504
Phone: 919-894-1691 · Fax: 919-894-1694
E-mail: enochengineers@earthlink.net

PLAN INFORMATION

Revisions: 03-05-2009: NCDOT COMMENTS

DESIGNED BY: EE, PA
DRAWN BY: EE, TPA
CHECKED BY: EE

HORIZONTAL SCALE: -
VERTICAL SCALE: -
DATE UPDATED: 02-25-2009

SURVEY INFORMATION

LOCATION: AUTRY MILL RD, HONEYCUTT TOWNSHIP, SAMPSON COUNTY, NC

PROPERTY OWNER(S): RORY V. REW III, 1403 NC 42 S, DUNN, NC 28335

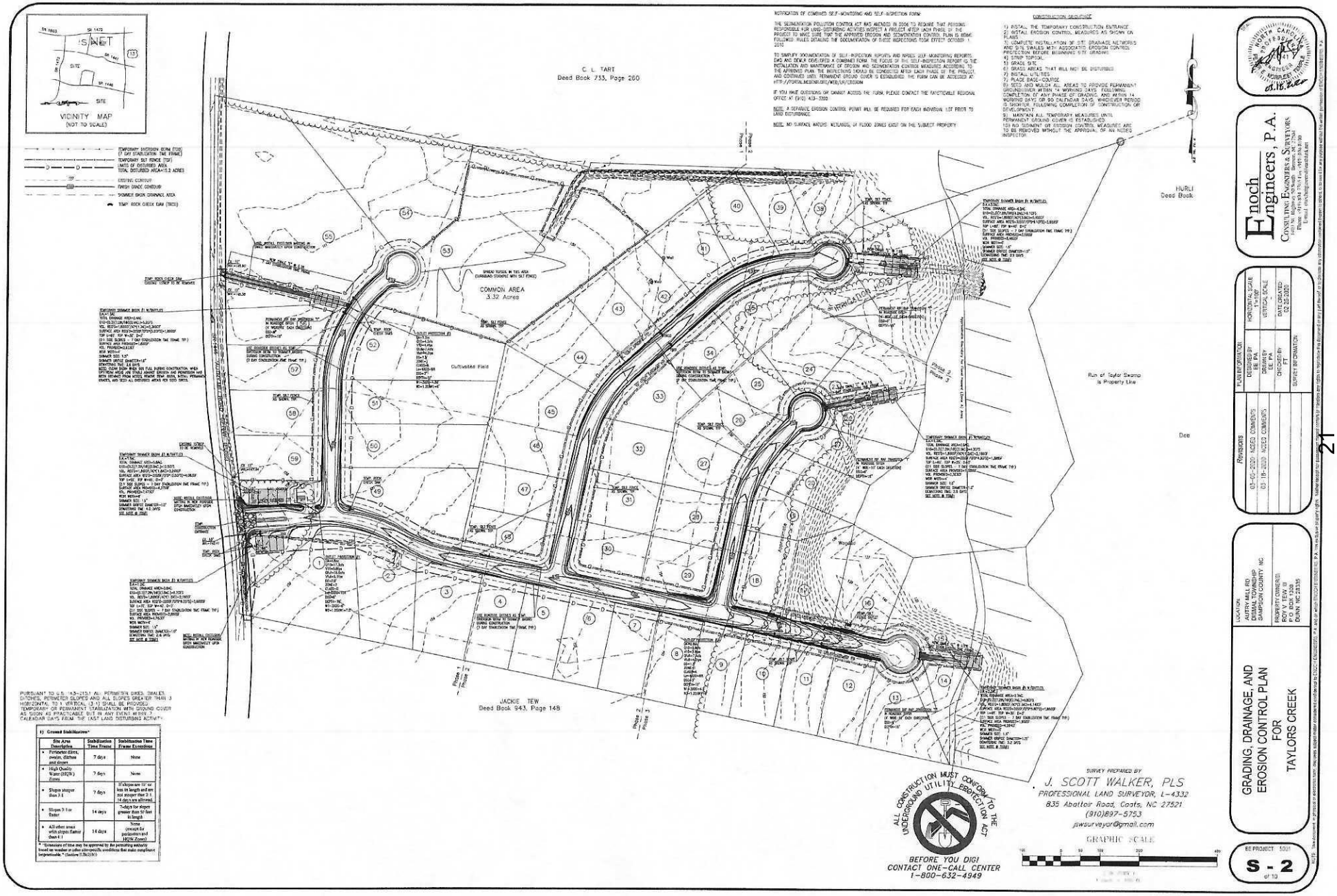
DETAILS FOR TAYLORS CREEK

EE PROJECT: 5021

S - 10

of 10

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VICINITY MAP
(NOT TO SCALE)
SITE
C. L. TART
Deed Book 733, Page 260
COMMON AREA
3.32 Acres
Cultivated Field
Run of Taylor Swamp
is Property Line
HURLI
Deed Book
JACKIE TEW
Deed Book 943, Page 148
IRRIGATION LINE
Phase 1
Phase 2
Phase 3
NOTIFICATION OF COMBINED SELF-MONITORING AND SELF-INSPECTION FORM
CONSTRUCTION SEQUENCE
ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT
BEFORE YOU DIG! CONTACT ONE-CALL CENTER 1-800-632-4949
GRAPHIC SCALE
J. SCOTT WALKER, PLS
PROFESSIONAL LAND SURVEYOR, L-4332
835 Abattoir Road, Coats, NC 27521
(910)897-5753
jswsurveyor@gmail.com
Enoch Engineers, P.A.
CONSULTING ENGINEERS & SURVEYORS
GRADING, DRAINAGE, AND EROSION CONTROL PLAN FOR TAYLORS CREEK
LOCATION: AUTRY MILL RD DEMMA TOWNSHIP SAMPSON COUNTY, NC
PROPERTY OWNER(S): ROY V. TEW, III P.O. BOX 1328 DUNN, NC 28335
REVISIONS: 03-05-2020 - NCDEQ COMMENTS; 03-18-2020 - NCDEQ COMMENTS
PLAN INFORMATION: DESIGNED BY: EE; DRAWN BY: EE PA; CHECKED BY: EE PA; HORIZONTAL SCALE: 1" = 100'; VERTICAL SCALE: -; DATE CREATED: 02-25-2020
SURVEY INFORMATION
EE PROJECT NO#:
S - 2
of 10

GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT

Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling sections of the NCG01 Construction General Permit (Sections E and F, respectively). The permittee shall comply with the Erosion and Sediment Control plan approved by the delegated or designated authority having jurisdiction. All details and specifications shown on this sheet may not apply depending on site conditions and the delegated authority having jurisdiction.

SECTION E: GROUND STABILIZATION

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

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

GROUND STABILIZATION SPECIFICATION

Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below.

Temporary Stabilization	Permanent Stabilization
• Temporary grass seed covered with straw or other mulches and tackifiers • Hydroseeding • Rolled erosion control products with or without temporary grass seed • Appropriately applied straw or other mulch • Plastic sheeting	• Permanent grass seed covered with straw or other mulches and tackifiers • Geotextile fabrics such as permanent soil reinforcement matting • Hydroseeding • Shrubs or other permanent plantings covered with mulch • Uniform and evenly distributed ground cover sufficient to restrain erosion • Structural methods such as concrete, asphalt or retaining walls • Rolled erosion control products with grass seed

POLYACRYLAMIDES (PAMS) AND FLOCCULANTS

1. Select flocculants that are appropriate for the soils being exposed during construction, selecting from the *NC DWR List of Approved PAM/Flocculants*
2. Apply flocculants at or before the inlets to Erosion and Sediment Control Measures
3. Apply flocculants at the concentrations specified in the *NCDWR List of Approved PAM/Flocculants* and in accordance with the manufacturer's instructions
4. Provide ponding area for containment of treated Stormwater before discharging offsite.
5. Store flocculants in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures

EQUIPMENT AND VEHICLE MAINTENANCE

1. Maintain vehicles and equipment to prevent discharge of fluids
2. Provide drip pans under any stored equipment.
3. Identify leaks and repair as soon as feasible, or remove leaking equipment from the project
4. Collect all spent fluids, store in separate containers and properly dispose as hazardous waste (recycle when possible).
5. Remove leaking vehicles and construction equipment from service until the problem has been corrected
6. Bring used fuels, lubricants, coolants, hydraulic fluids and other petroleum products to a recycling or disposal center that handles these materials.

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE

1. Never bury or burn waste. Place litter and debris in approved waste containers.
2. Provide a sufficient number and size of waste containers (e.g dumpster, trash receptacle) on site to contain construction and domestic wastes
3. Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available
4. Locate waste containers on areas that do not receive substantial amounts of runoff from upland areas and does not drain directly to a storm drain, stream or wetland.
5. Cover waste containers at the end of each workday and before storm events or provide secondary containment. Repair or replace damaged waste containers.
6. Anchor all lightweight items in waste containers during times of high winds.
7. Empty waste containers as needed to prevent overflow. Clean up immediately if containers overflow.
8. Dispose waste off-site at an approved disposal facility
9. On business days, clean up and dispose of waste in designated waste containers.

PAINT AND OTHER LIQUID WASTE

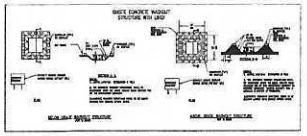
1. Do not dump paint and other liquid waste into storm drains, streams or wetlands.
2. Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available
3. Contain liquid wastes in a controlled area.
4. Containment must be labeled, sized and placed appropriately for the needs of site.
5. Prevent the discharge of soaps, solvents, detergents and other liquid wastes from construction sites.

PORTABLE TOILETS

1. Install portable toilets on level ground, at least 50 feet away from storm drains, streams or wetlands unless there is no alternative reasonably available. If 50 foot offset is not attainable, provide relocation of portable toilet behind silt fence or place on a gravel pad and surround with sand bags.
2. Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas.
3. Monitor portable toilets for leaking and properly dispose of any leaked material. Utilize a licensed sanitary waste hauler to service leaking portable toilets and replace with properly operating unit.

EARTHEN STOCKPILE MANAGEMENT

1. Show stockpile locations on plans. Locate earthen material stockpile areas at least 50 feet away from storm drain inlets, sediment basins, perimeter sediment controls and surface waters unless it can be shown no other alternatives are reasonably available.
2. Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile
3. Provide stable stone access point when feasible
4. Establish stockpile within the timeframes provided on this sheet and in accordance with the approved plan and any additional requirements. Soil stabilization is defined as vegetative, physical or chemical coverage techniques that will restrain accelerated erosion on disturbed soils for temporary or permanent control needs.



CONCRETE WASHOUTS

1. Do not discharge concrete or cement slurry from the site.
2. Dispose of, or recycle settled, hardened concrete residue in accordance with local and state solid waste regulations and at an approved facility.
3. Manage washout from mortar mixers in accordance with the above item and in addition place the mixer and associated materials on impervious barrier and within silt perimeter silt fence.
4. Install temporary concrete washouts per local requirements, where applicable. If an alternate method or product is to be used, contact your approval authority for review and approval. If local standard details are not available, use one of the two types of temporary concrete washouts provided on this detail.
5. Do not use concrete washouts for dewatering or storing defective cure or sidewalk mixtures. Stormwater accumulated within the washout may not be pumped into or discharged to the storm drain system or receiving surface waters. Liquid waste must be pumped out and removed from project.
6. Locate washouts at least 50 feet from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. At a minimum, install protection of storm drain inlet(s) closest to the washout which could receive spills or overflow.
7. Locate washouts in an easily accessible area, set below ground and install a stone entrance pad in front of the washout. Additional controls may be required by the approving authority.
8. Install at least one sign directing concrete trucks to the washout within the project limits. Post signage on the washout itself to identify this location.
9. Remove leavings from the washout when at approximately 75% capacity to limit overflow events. Replace the pits, sand bags or other temporary structural components when no longer functional. When utilizing alternative or proprietary products, follow manufacturer's instructions.
10. At the completion of the concrete work, remove remaining leavings and dispose of in an approved disposal facility. Fill pit, if applicable, and stabilize any disturbance caused by removal of washout.

PESTICIDES, PESTICIDES AND RODENTICIDES

1. Store and apply herbicides, pesticides and rodenticides in accordance with label restrictions.
2. Store herbicides, pesticides and rodenticides in their original containers with the label, which lists directions for use, ingredients and first aid steps, in case of accidental poisoning.
3. Do not store herbicides, pesticides and rodenticides in ways where flooding is possible or where they may spill or leak into wells, stormwater drains, ground water or surface water. If spill occurs, clean up immediately.
4. Do not stockpile these materials onsite.

HAZARDOUS AND TOXIC WASTE

1. Create designated hazardous waste collection areas on-site
2. Place hazardous waste containers under cover or in secondary containment.
3. Do not store hazardous chemicals, drums or bagged materials directly on the ground.

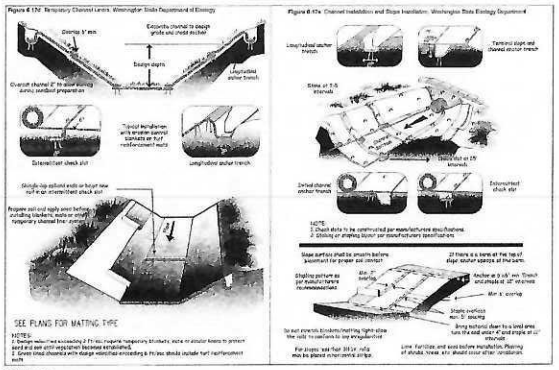
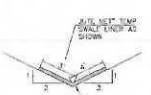


Figure 6.10a Temporary Channel Liners. Washington State Department of Ecology

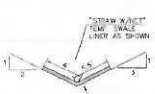
Figure 6.10b Channel Installation and Slope Installation. Washington State Ecology Department

Maintenance

1. Inspect Rolled Erosion Control Products at least weekly and after each significant (1/2 inch or greater) rain fall event repair immediately
2. Good contact with the ground must be maintained, and erosion must not occur beneath the RECP.
3. Any areas of the RECP that are damaged or not in close contact with the ground shall be repaired and stapled
4. If erosion occurs due to poorly controlled drainage, the problem shall be fixed and the eroded area protected
5. Monitor and repair the RECP as necessary until ground cover is established



PERMANENT SWALE "A" (NTS)



PERMANENT SWALE "B" (NTS)

ROADSIDE DITCH DETAILS

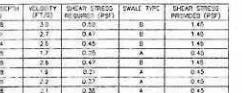
ROADSIDE DITCH CALCULATION TABLE

STREET	STA	Q10 (CFS)	SWALE SLOPE (S)	n	NORMAL DEPTH (FT)	VELOCITY (FT/S)	SHEAR STRESS REQUIRED (PSF)	SWALE TYPE	SHEAR STRESS PROVIDED (PSF)
A	0+00 – 2+50(L)	10.8	0.50	0.03	1.68	3.9	0.52	B	1.45
A	2+50 – 4+50(L)	15.5	0.50	0.03	1.91	4.2	0.41	B	1.45
A	0+00 – 4+50(R)	13.7	0.50	0.03	1.44	3.5	0.45	B	1.45
A	4+50 – 9+10(L)	1.4	0.10	0.03	0.35	1.7	0.25	A	0.45
A	4+50 – 9+10(R)	7.5	0.10	0.03	1.08	2.6	0.47	B	1.45
A	9+50 – 12+50(L)	2.2	0.14	0.03	0.58	1.9	0.21	A	0.45
A	12+50 – 13+50(L)	3.6	0.14	0.03	0.81	2.2	0.27	A	0.45
A	9+50 – 13+50(R)	3.2	0.14	0.03	0.78	2.1	0.26	A	0.45
A	13+50 – 18+50(L)	4.8	3.56	0.03	0.65	4.1	1.44	B	1.45
A	13+50 – 16+50(R)	4.3	3.56	0.03	0.61	4.0	1.42	B	1.45
A	18+50 – CB(L)	5.2	0.50	0.03	0.99	2.9	0.31	A	0.45
A	16+50 – CB(R)	4.7	0.50	0.03	0.97	2.9	0.30	A	0.45
B	0+00 – 3+10(L)	1.1	0.55	0.03	0.55	1.5	0.19	A	0.45
B	0+00 – 3+10(R)	2.2	0.55	0.03	0.71	1.9	0.24	A	0.45
B	3+10 – 5+10(L)	0.7	0.70	0.03	0.44	1.5	0.21	A	0.45
B	3+10 – 5+10(R)	2.2	0.75	0.03	0.67	2.0	0.31	A	0.45
B	5+10 – CB(L)	3.6	0.10	0.03	0.87	1.3	0.27	A	0.45
B	5+10 – CB(R)	2.2	0.10	0.03	0.73	1.1	0.23	A	0.45
C	0+00 – CB(L)	7.6	0.50	0.03	1.15	2.3	0.36	A	0.45
C	0+00 – CB(R)	5.4	0.50	0.03	1.02	2.1	0.32	A	0.45
D	0+00 – 2+20(L)	2.7	0.64	0.03	0.60	1.4	0.18	A	0.45
D	0+00 – 2+00(R)	4.6	0.50	0.03	0.77	1.2	0.15	A	0.45
D	2+00 – CB(L)	4.6	1.30	0.03	0.78	2.8	0.82	B	1.45
D	2+00 – CB(R)	2.9	1.30	0.03	0.67	2.6	0.58	B	1.42

PERMANENT SWALE "C" (NTS)



PERMANENT SWALE "D" (NTS)



PERMANENT SWALE "E" (NTS)

SWALE CALCULATION TABLE

LOT #	Q10 (CFS)	SWALE SLOPE (S)	n	NORMAL DEPTH (FT)	VELOCITY (FT/S)	SHEAR STRESS REQUIRED (PSF)	SWALE TYPE	SHEAR STRESS PROVIDED (PSF)
14/15	9.9	0.6	0.03	0.69	4.4	0.29	C	0.45
22/23	6.9	1.1	0.03	0.48	2.6	0.33	C	0.45
36/37	13.5	1.9	0.03	0.58	3.9	0.69	D	1.45
55/56	2.5	0.3	0.03	1.22	2.5	0.23	E	1.60

NCG01 GROUND STABILIZATION AND MATERIALS HANDLING

EFFECTIVE: 04/01/19

PART III SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION A: SELF-INSPECTION

Self-inspections are required during normal business hours in accordance with the table below. When adverse weather or site conditions would cause the safety of the inspection personnel to be in jeopardy, the inspection may be delayed until the next business day on which it is safe to perform the inspection. In addition, when a storm event of equal to or greater than 1.0 inch occurs outside of normal business hours, the self-inspection shall be performed upon the commencement of the next business day. Any time when inspections were delayed shall be noted in the inspection record.

Inspect:	Frequency (During normal business hours)	Inspection records must include:
(a) Rain gauge maintained in good working order	Daily	• Daily rainfall amounts • If no daily rain gauge observations are made during weekend or holiday periods, and no supplementary rainfall information is available, record the cumulative rain measurement for those un-attended days. Rain data will determine if a site inspection is needed. Days on which no rainfall occurred shall be recorded as zero. The permittee may use amounts rain measuring devices approved by the Division
(b) E&SC Measures	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	• Identification of the measure inspected • Date and time of the inspection • Name of the person performing the inspection • Indication of whether the measures were operating properly • Description of maintenance needs for the measure • Description, evidence, and date of corrective action taken • Identification of the discharge outlets inspected
(c) Stormwater discharge outfalls (SDOs)	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	• Date and time of the inspection • Name of the person performing the inspections • Evidence of indications of stormwater pollution such as oil sheen, floating or suspended solids or discolored water • Indication of visible sediment leaving the site • Description, evidence, and date of corrective actions taken • A visible determination of flow at outside of the limits of construction in the following shall be noted: a. Actions taken to clean-up or stabilize the sediment that has left the site limits; b. Description, evidence, and date of corrective actions taken; and c. An explanation as to the actions taken to control future releases.
(d) Streams or wetlands onsite or offsite unless inaccessible	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	If the stream or wetland has an undisturbed width of undisturbed zone or a stream that exhibit increased turbidity from the construction activity, then a record of the following shall be made: • Description, evidence and date of corrective actions taken, and • Records of any required notices to the appropriate Regional Office per Part II, Section E, Item (3)(c) of this permit
(e) Ground stabilization measures	After each phase of grading	• The phase of grading (installation of perimeter E&SC measures, clearing and grubbing, installation of storm drainage facilities, completion of all land-disturbing activity, construction or redevelopment, permanent ground cover). • Documentation that the required ground stabilization measures have been installed within the required timeframe or an explanation that they will be provided as soon as possible.

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

PART III SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION B: RECORDKEEPING

1. E&SC Plan Documentation

The approved E&SC plan as well as any approved deviation shall be kept on the site. The approved E&SC plan must be kept up-to-date throughout the coverage under this permit. The following items pertaining to the E&SC plan shall be kept on site and available for inspection at all times during normal business hours.

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

2. Additional Documentation to be Kept on Site

In addition to the E&SC plan documents above, the following items shall be kept on the site and available for inspectors at all times during normal business hours, unless the Division provides a site-specific exemption based on unique site conditions that make this requirement not practical:

(a) This General Permit as well as the Certificate of Coverage, after it is received.

(b) Records of inspections made during the previous twelve months. The permittee shall record the required observations on the Inspection Record Form provided by the Division or a similar inspection form that includes all the required elements. Use of electronically-available records in lieu of the required paper copies will be allowed if shown to provide equal access and utility at the field copy records.

3. Documentation to be Retained for Three Years

All data used to complete the eNOI and all inspection records shall be maintained for a period of three years after project completion and made available upon request. (40 CFR 122.41)

PART III SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION C: REPORTING

1. Occurrences that Must be Reported

Permittees shall report the following occurrences:

(a) Visible sediment deposition in a stream or wetland.

(b) Oil spills if:
- They are 25 gallons or more,
- They are less than 25 gallons but cannot be cleaned up within 24 hours,
- They cause sheen on surface waters (regardless of volume), or
- They are within 100 feet of surface waters (regardless of volume).

(c) Releases of hazardous substances in excess of reportable quantities under Section 311 of the Clean Water Act (for 40 CFR 110.3 and 40 CFR 117.3) or Section 102 of CERCLA (for 40 CFR 302.4) or G.S. 143-215.85.

(d) Anticipated bypasses and unanticipated bypasses.

(e) Noncompliance with the conditions of this permit that may endanger health or the environment.

2. Reporting Timeframes and Other Requirements

After a permittee becomes aware of an occurrence that must be reported, he shall contact the appropriate Division regional office within the timeframes and in accordance with the other requirements listed below. Occurrences outside normal business hours may also be reported to the Department's Environmental Emergency Center personnel at (800) 858-0368.

Occurrence	Reporting Timeframes (After Discovery) and Other Requirements
(a) Visible sediment deposition in a stream or wetland	• **Within 24 hours**, an oral or electronic notification. • **Within 7 calendar days**, a report that contains a description of the sediment and actions taken to address the source of the deposition. The Division staff may waive the requirements for a written report on a case-by-case basis. • If the stream is named on the NC 303(d) list as impaired for sediment related causes, the permittee may be required to perform additional monitoring, inspections or apply more stringent practices if staff determine that additional requirements are needed to assure compliance with the federal or state established or approved limitations.
(b) Oil spills and releases of hazardous substances per Item (b)(c) above	• **Within 24 hours**, an oral or electronic notification. The notification shall include information about the date, time, nature, volume and location of the spill or release.
(c) Anticipated bypasses (40 CFR 122.41(m)(3))	• **A report at least ten days before the date of the bypass, if possible** The report shall include an evaluation of the anticipated quality and effect of the bypass.
(d) Unanticipated bypasses (40 CFR 122.41(m)(3))	• **Within 24 hours**, an oral or electronic notification. • **Within 7 calendar days**, a report that includes an evaluation of the quality and effect of the bypass.
(e) Noncompliance with the conditions of this permit that may endanger health or the environment(40 CFR 122.41(l)(7))	• **Within 24 hours**, an oral or electronic notification. • **Within 7 calendar days**, a report that contains a description of the noncompliance, and its causes; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time noncompliance is expected to continue, and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. (40 CFR 122.41(l)(6)). • Division staff may waive the requirements for a written report on a case by case basis.

PART III, SECTION G, ITEM (4) DRAIN DOWN OF SEDIMENT BASINS FOR MAINTENANCE OR CLOSE OUT

Sediment basins and traps that receive runoff from drainage areas of one acre or more shall use outlet structures that withdraw water from the surface when these devices need to be drawn down for maintenance or close out unless this is infeasible. The circumstances in which it is not feasible to withdraw water from the surface shall be rare (for example, times with extended cold weather). Non-surface withdrawals from sediment basins shall be allowed only when all of the following criteria have been met:

(a) The E&SC plan authority has been provided with documentation of the non-surface withdrawal and the specific time periods or conditions in which it will occur. The non-surface withdrawal shall not commence until the E&SC plan authority has approved these items.

(b) The non-surface withdrawal has been reported in an anticipated bypass in accordance with Part III, Section C, Item (2)(c) and (d) of this permit.

(c) Dewatering discharges are treated with controls to minimize discharges of pollutants from stormwater that is removed from the sediment basin. Examples of appropriate controls include properly sized, designed and maintained dewatering tanks, weir tanks, and filtration systems.

(d) Vegetated, upland areas of the sites or a properly designed stone pad is used to the extent feasible at the outlet of the dewatering treatment devices described in Item (c) above.

(e) Velocity dissipation devices such as check dams, sediment traps, and riprap are provided at the discharge points of all dewatering devices, and

(f) Sediment removed from the dewatering treatment devices described in Item (c) above is disposed of in a manner that does not cause deposition of sediment into waters of the United States.

NCG01 SELF-INSPECTION, RECORDKEEPING AND REPORTING

EFFECTIVE: 04/01/19

Enoch Engineers, P.A.
CONSULTING ENGINEERS & SURVEYORS
1810 NE Hoffman Rd North Garnson NC 27563
Phone: (919) 894-7163 Fax: (919) 894-7164
E-mail: enochengineers@earthlink.net

REVISIONS			
NO.	DESCRIPTION	BY	DATE
1	REVISED PER EE PA	EE PA	03-18-2020

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HORIZONTAL SCALE: -
VERTICAL SCALE: -
DRAWN BY: EE PA
CHECKED BY: EE PA
DATE ISSUED: 02/25/2020
SURVEY INFORMATION:

LOCATION:
JOHNSTON COUNTY
CLEMMONS MILL RD
DUMAL TOWNSHIP
SAMPSON COUNTY, NC

PROPERTY OWNER(S):
TROY T. TEW, JR.
P.O. BOX 1308
DUNN, NC 28335

DETAILS FOR TAYLORS CREEK

EE PROJECT NO.: S - 9 of 10

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

March 11, 2020

Division 3, District 2
Duplin/Sampson County

Roy V. Tew
J.T. Property Management of NC, LLC
501 S. Layton Ave
Dunn, NC 28334

Subject:

Driveway Permit: D-82-2020-014
Route: SR-1446
Description: Installation of driveway for Proposed Subdivision

Dear Mr. Tew,

Authorization is hereby granted for you to proceed with construction of the attached driveway permit.

Please notify Kevin Bradshaw at 910-682-5100 prior to beginning work on NCDOT right of way.

Please note the attached Special Provisions and Standard Drawings which have been included as part of this agreement

Access connections must start within one year after the approval date of this permit, otherwise this permit becomes void.

Please refer to Driveway Permit D-82-2020-014 in all future correspondence with this office concerning this project.

Sincerely,

DocuSigned by:
15F84A458ACC4A8...
Keith Eason, PE
District Engineer

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DISTRICT ENGINEER'S OFFICE
220 NORTH BOULEVARD
CLINTON, NC 28328

Telephone: 910-682-5100
Fax: 910-592-8209
Customer Service: 1-877-368-4968

Website: ncdot.gov

Location:
220 NORTH BOULEVARD
CLINTON, NC 28328

CL

APPLICATION IDENTIFICATION		N.C. DEPARTMENT OF TRANSPORTATION
Driveway Permit No. D-82-2020-014	Date of Application 3/10/2020	STREET AND DRIVEWAY ACCESS PERMIT APPLICATION
County: Sampson		
Development Name: Taylors Creek		

LOCATION OF PROPERTY:

Route/Road: SR 1446

Exact Distance 4500 ☐ Miles ☒ Feet N ☒ S ☐ E ☐ W ☐

From the Intersection of Route No. SR 1446 and Route No. US 13 Toward Dunn

Property Will Be Used For: ☒ Residential /Subdivision ☐ Commercial ☐ Educational Facilities ☐ TND ☐ Emergency Services ☐ Other

Property: ☐ is ☒ is not within _____ City Zoning Area.

AGREEMENT

- I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location.
- I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation.
- I agree that no signs or objects will be placed on or over the public right-of-way other than those approved by NCDOT.
- I agree that the driveway(s) or street(s) will be constructed as shown on the attached plans.
- I agree that that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary.
- I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction.
- I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways".
- I agree to pay a $50 construction inspection fee. Make checks payable to NCDOT. This fee will be reimbursed if application is denied.
- I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public travel.
- I agree to provide during construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the District Engineer.
- I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of this construction.
- I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction.
- I agree to provide a Performance and Indemnity Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system.
- The granting of this permit is subject to the regulatory powers of the NC Department of Transportation as provided by law and as set forth in the N.C. Policy on Driveways and shall not be construed as a contract access point.
- **I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.**

2004-01 NOTE: Submit Four Copies of Application to Local District Engineer, N.C. Department of Transportation TEB 65-04rev.
61-03419

SIGNATURES OF APPLICANT

PROPERTY OWNER (APPLICANT)		WITNESS	
COMPANY	JT Property Management of NC, LLC	NAME	Jordan Tart Barbee
SIGNATURE	Ray Oates III	SIGNATURE	Jordan Tart Barbee
ADDRESS	501 S. Layton Ave	ADDRESS	1600 Brunswick Dr.
	Dunn, NC 28334 Phone No. 919820-5312		Dunn NC 28334

AUTHORIZED AGENT		WITNESS	
COMPANY	Enoch Engineers PA	NAME	JASON E. GODWIN
SIGNATURE		SIGNATURE	
ADDRESS	1403 NC 50 S	ADDRESS	1403 NC 50 S
	Benson, NC 27504 Phone No. 919894-7765		Benson, NC 27504

APPROVALS

APPLICATION RECEIVED BY DISTRICT ENGINEER

SIGNATURE DATE

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE TITLE DATE

APPLICATION APPROVED BY DISTRICT ENGINEER

DocuSigned by:
SIGNATURE 15F84A158RCC4A9... 3/11/2020
DATE

INSPECTION BY NCDOT

SIGNATURE TITLE DATE

COMMENTS:

DRIVEWAY PERMIT
SPECIAL PROVISIONS

NCDOT WORK ZONE TRAFFIC CONTROL QUALIFICATIONS AND TRAINING PROGRAM

Effective July 1, 2010, all flagging operations within NCDOT Right of Way require qualified and trained Work Zone Flaggers.

Effective July 1, 2011, qualified and trained Work Zone Traffic Control Supervisors will be required on Significant Projects.

Training for this certification is provided by NCDOT approved training sources and by private entities that have been pre-approved to train themselves. If you have questions, contact our web site at www.ncdot.org/~wztc, or contact Stuart Bourne, P.E. with NCDOT Work Zone Traffic Control Unit at (919) 250-4159 or sbourne@ncdot.gov

SP 2
A Pre-Construction conference is required prior to performing any work under this agreement. Please contact **(Kevin Bradshaw)** at (910 592-6174) to schedule the conference.

SP 3
Access connections must start within ONE YEAR after the approval date of the Permit, otherwise this permit becomes void.

SP 4
This driveway shall require the owner to pave the entrance from the edge of pavement to the right of way, or to the back of ditch whichever is less. Pavement shall consist of a minimum of 8 inches of compacted ABC stone and 2.5 inches of inches I19.0B Intermediate Course, and 2 inches of SF 9.5B Surface Course asphalt. The existing edge of pavement shall be cut if it is jagged to form a square bond with the new driveway.

SP 6
The Continuing Indemnity Bond posted with the North Carolina Department of Transportation is hereby obligated to cover work under this encroachment agreement.

The applicant shall notify the Department of Transportation at 910-592-6174 upon completion of work for a final inspection to be performed by NCDOT personnel.

SP 7
A Performance and Indemnity Bond in the amount of **($5000.00)** for work within NCDOT Rights of Way ONLY shall be executed and posted prior to beginning work. Bonds may be in the form of a Corporate Surety Bond, Continuing Indemnity Bond, Certified or Cashier's check, or Irrevocable Letter of Credit. The appropriate bond forms should be submitted to: NC Department of Transportation - Division of Highways, District Engineer, 220 North Boulevard, Clinton N.C. 28328

The applicant shall notify the Department of Transportation at 910-592-6174 upon completion of the work for a final inspection to be performed by NCDOT personnel.

After the project has been completed for approximately one (1) year, and upon request, NCDOT personnel will conduct a final investigation. If found to be satisfactory, the bond will be released.

SP 9
An executed copy of this permit agreement shall be present at the construction site at all times during construction. NCDOT reserves the right to stop all work unless evidence of approval can be shown. If safety or traffic conditions warrant such action, NCDOT reserves the rights to further limit, restrict, or suspend operations within the right of way.

SP 10
Materials and workmanship shall conform to the N. C. Department of Transportation's Standards and Specifications.

SP 11
The applicant is required to contact the appropriate Utility Companies involved and make satisfactory arrangements to adjust the utilities in conflict with the proposed work prior to construction.

SP 12
Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with local, State and Federal regulations. If any area in excess of one (1) acre will be disturbed, the Encroachee shall submit to the District Engineer's Office a Sediment and Erosion Control Plan which has been approved by the appropriate regulatory agency or authority prior to beginning any work on the Right of Way. **Failure to provide this information shall be grounds for suspension of operations.**

SP 14
Proper traffic control devices, signs, etc. shall be installed to insure public safety in accordance with the latest edition of the Manual on Uniform Traffic Control Devices and any supplements.

The applicant shall provide traffic control devices, lane closures, road closures, positive protection and/or any other warning positive protection devices necessary for the safety of motorists and workers during construction and subsequent maintenance. This shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Road and Structures and Amendments or Supplements thereto. When there is no guidance provided in the Roadway Standard Drawings or Specifications, comply with the Manual on Uniform Traffic Control Devices for Streets and Highways and Amendment or Supplement thereto. Information as to the above rules and regulations may be obtained from the Division Engineer or the local District Office.

The needs and control of all road users (motorists, bicyclists, and pedestrians within the highway., including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA), Title II, Paragraph 35.130) through a TTC zone shall be an essential part of highway construction, utility work, maintenance operations, and the management of traffic incidents.

SP 17
Approval of this Permit does not include any portion of the work outside The North Carolina Department of Transportation's Rights of Way.

SP 18
Revisions are shown in RED on the attached plan(s).

SP 21
No lane closures or impediment to traffic shall be allowed on state holidays and local events.

SP 22
Any work requiring equipment or personnel within five (5) feet ten (10' on divided roadways) from the edge of any travel lane shall require a lane closure with appropriate tapers.

SP 23
Only one lane closure in each direction

SP 24
All equipment and materials shall be removed from the right of way when not in use.

SP 25
This permit is approved with the understanding that the North Carolina Department of Transportation does not guarantee the right of way on this road, nor will it be responsible for any claim for damages brought by any property owner by reason of the installation.

SP 26
Ingress and egress shall be maintained to all businesses and dwellings affected by the project. Special attention shall be paid to police and fire stations, fire hydrants, and hospitals.

SP 28
Any drainage structure disturbed or damaged shall be restored to its original condition as directed by the District Engineer.

SP 29
The applicant shall comply with all applicable state and federal environmental regulations, and shall obtain all necessary state and federal environmental permits, including but not limited to, those related to sediment control, stormwater, wetland, streams, endangered species, and historical sites.

SP 30
Any damage to existing roadway including to but not limited to the traffic markings and reflectors, shall be replaced to the satisfaction of the District Engineer.

SP 31
Right of way monuments disturbed during construction shall be referenced by a registered Land Surveyor and reset after construction.

SP 32
All Roadway signs removed due to construction shall be reinstalled at the end of each day.

SP 33
Excavation material shall not be placed on the pavement. Drainage structures shall not be blocked with excavation material.

SP 34
The proposed construction shall in no way impede or alter the drainage of the existing roadway. Reshape the shoulders and slopes to allow positive drainage.

SP 35
No construction shall be permitted when shoulders are wet.

SP 36
Shoulders, ditch slopes, and ditches disturbed as a result of this permit, shall be seeded, mulched and restored to the satisfaction of the District Engineer.

SP 37
The issuance of this permit does not preclude the applicant from complying with any and all statutes, rules, regulations, or ordinances which may be imposed by other government agencies (local, state, and federal) which have jurisdiction.

SP 38
No access, parking, or material storage shall be allowed along or inside the rights of way line.

SP 40
Headwalls are not allowed. Slope protection may be discussed at time of application.

SP 41
During construction if there is a 2" drop-off or greater, then the drop-off has to be corrected the same workday. If it is in a curb and gutter section, then there shall not be a drop-off behind the curb of 6" or more. If so then the correction has to be made the same workday.

SP 42
Piped lateral ditches with High-Density Polyethylene Pipe (HDPE) shall have a minimum 18" of cover. Paved or concreted driveways using (HDPE) shall have a minimum of 12' of cover.

SP 43
All installation of plantings, irrigation and _____ shall be the responsibility of the Encroachee and shall be performed at no cost to the Division of Highways. Irrigation systems shall be installed and maintained in such a way that water discharged from the system will not spray into the travel lanes. Maximum height of shrubs /flowers shall not exceed twenty-four (24) inches, unless otherwise specified by the District Engineer.

SP 45
The asphalt that is placed on this project shall meet the requirements of the NCDOT "Quality Management System for Asphalt Pavements, Maintenance Version" manual. All required forms shall be filled out and submitted to the local NCDOT District Engineers Office 220 N Blvd Clinton NC 28328. (See attachments.)

SP 46
Pavement markings shall be the responsibility of the applicant. The applicant shall have the pavement markings pre-marked, inspected, and approved by NCDOT personnel prior to the placement of final pavement markings. Contact Rod Wyatt with Traffic Services at 910-341-0300 for pre-marking inspections or field changes. Centerline pavement markings shall be installed the same day resurfacing is accomplished. All other pavement markings shall be completed within five (5) days of resurfacing. Pavement markings shall be thermoplastic or paint and meet the NCDOT's Standard Specifications for Roads and Structures, and the NCDOT Roadway Standard Drawings.

SP 48
Final pavement markings shall be Paint. Existing pavement markings shall be removed by covering with an asphalt overlay. All centerlines and lane lines shall be replaced by the end of each day's operation. Edge lines and other markings shall be placed within five (5) days after they have been obliterated.

SP 49
Once the roadway has been widened to accommodate the turn lane, the applicant shall overlay the entire roadway where the widening has taken place and then apply pavement marking.

SP 51
Drainage structures shall be constructed in accordance with these NCDOT Roadway Standard Drawings: #840.01 for Catch Basins; #840.14 or #840.15 and #840.16 for Drop Inlets; and #840.34 for Traffic Bearing Junction Boxes.

SP 52
Any alteration or deviation concerning the location of this driveway as proposed by the attached approved plans, shall not be allowed until written approval in the form of an approved revision, has been applied for, approved and is made a part of this agreement package and on site. Failure to comply with this special provision shall result in an immediate work stoppage and removal of the installed driveway.

SP 54

All areas disturbed by this encroachment work shall be seeded per the below noted seed detail.

SEED DETAIL

After the installation of the utility is complete, the area disturbed in a non-residential area shall be seeded as follows:

50 lbs./acre	Tall Fescue
5 lbs./acre	Centipede
50 lbs./acre	Bermuda
500 lbs./acre	Fertilizer
4000 lbs./acre	Limestone

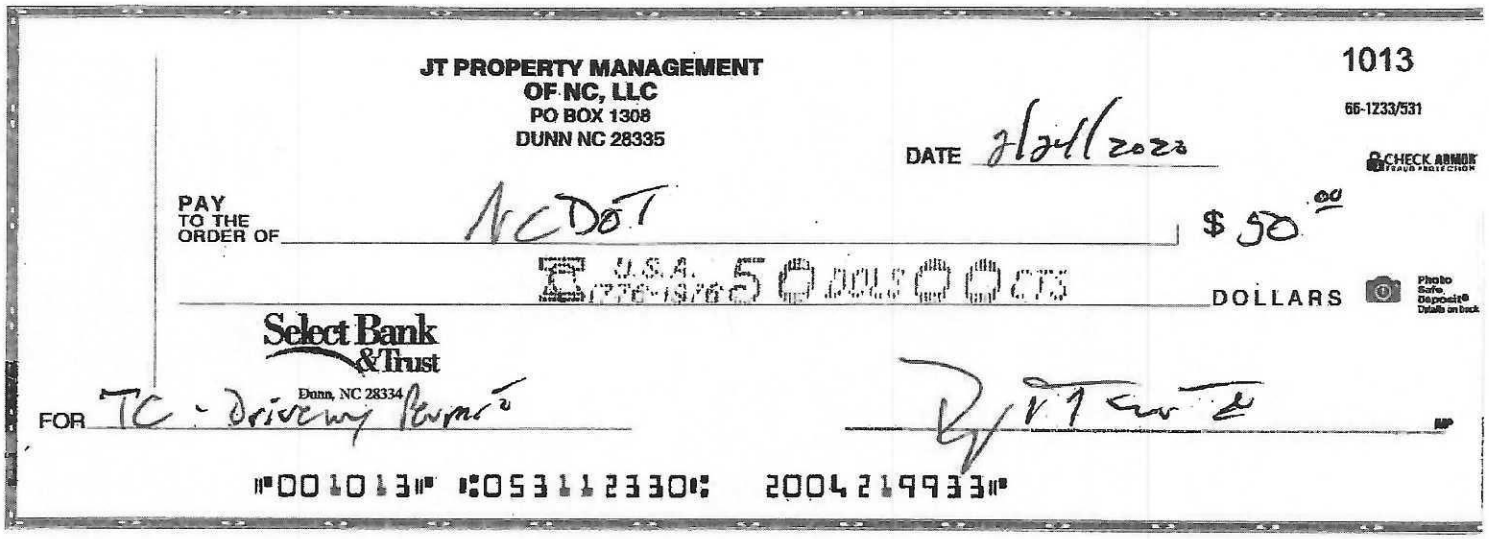
All residential areas must be hand finished as directed by the Engineer to give a "lawn type appearance" and the following seed mix should be applied:

50 lbs./acre	Tall Fescue Type I
50 lbs./acre	Tall Fescue Type II
5 lbs./acre	Centipede
500 lbs./acre	Fertilizer
4000 lbs./acre	Limestone

Type I and Type II Tall Fescue shall be separate varieties chosen from the list below:

Adventure	Adventure II	Amigo	Anthem
Apache	Apache II	Arid	Brookstone
Bonanza	Chesapeake	Chieftain	Coronado
Crossfire II	Debutante	Duster	Falcon
Falcon II	Finelawn Petite	Finelawn	Finelawn I
Genesis	Grande	Guardian	Hounddog
Jaguar	Jaguar III	Kentucky 31	Kitty Hawk
Monarch	Montauk	Mustang	Olympic
Pacer	Pixie	Pyramid	Rebel
Rebel Jr.	Rebel II	Renegade	Safari
Shenandoah	Titan	Tomahawk	Trailblazer
Tribute	Wrangler		

For all mixtures:
May 1- August 31- add 10 lbs./acre Kobe or Korean Lespodeza
September 1- April 30- add 10 lbs./acre Rye Grain



JT PROPERTY MANAGEMENT
OF NC, LLC
PO BOX 1308
DUNN NC 28335

1013

66-1233/531

DATE 7/24/2023

PAY TO THE ORDER OF NCDOT $ 50.00

USA 50 00/100 CTS DOLLARS

Select Bank & Trust
Dunn, NC 28334

FOR TC - Driveway Permit

⑈001013⑈ ⑆053112330⑆ 2004219933⑈

DRIVEWAY CERTIFICATION

Project: Taylors Creek **Date:** 02-25-2020

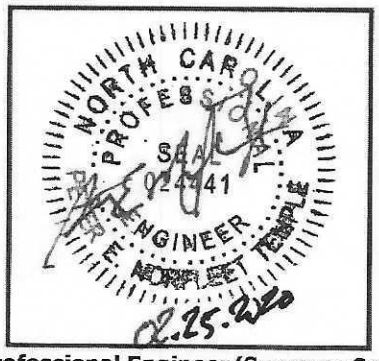
I certify that the proposed development does not create a diversion of natural and/or historic surface runoff onto NCDOT right of way including but not limited to state road SR 1446 or any other adjoining properties and that the minimum pipe size for the subject driveways are as follows:

D/W #	Minimum Pipe Size
#1	24"
#2	
#3	

I further certify that there are no intersecting streets within 500' of the proposed site other than those shown on the attached plan and that the available clear sight distances (i.e. unobscured from trees, brush, vertical and/or horizontal curves, cut sections, etc.) for the proposed driveways and the speed limit information are as follows:

D/W #	Left Sight Distance	Right Sight Distance
#1	600'	640'
#2		
#3		

Speed Limit: 55 mph



Professional Engineer/Surveyor Seal

Name: Peter E. Norfleet Temple

Signature:

Registration Number: 024441

VERIFICATION OF COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

(Check Appropriate Box)

☐ Permits from the N.C. Department of Environment and Natural Resources and the U.S. Army Corp of Engineers are not required for this project. However, all applicable federal and state regulations have been followed.

☐ The required permits from the N.C. Department of Environment and Natural Resources and the U.S. Army Corp of Engineers have been obtained for this project. Copies of permits and Completion Certificates are attached.

☐ All applicable NPDES Stormwater Permit requirements have been met for this project. (The applicant should contact the N.C. Division of Water Quality in Raleigh to determine if a stormwater permit is required.)

☑ The project is in compliance with all applicable sedimentation and erosion control laws and regulations.

Project Name: Taylors Creek

Township: Dismal County: Sampson

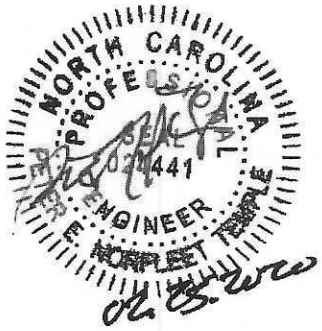
Project Engineer: Enoch Engineers, PA Phone No.: 919-894-7765

Project Contact: Fleet Temple, PE

Applicant's Name: JT Property Management of NC, LLC

Date Submitted: 02-25-2020

P.E. SEAL



Form VCER-1
June 1, 2006

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
S. DANIEL SMITH
Director

NORTH CAROLINA
Environmental Quality

March 26, 2020

Sampson County Department of Public Works
Attention: Lin Reynolds, Director
827 Southeast Boulevard
Clinton, North Carolina 28328

Re: Engineering Plans and Specifications Approval
Distribution Extension
Taylors Creek
Sampson County Wtr Dist II - PLainview
Water System No.: NC5082022, Sampson County
Serial No.: 20-00223

Dear Applicant:

Enclosed please find one copy of the "Application for Approval..." together with one copy of the referenced engineering plans and specifications bearing the Division of Water Resources stamp of approval for the referenced project. These engineering plans and specifications are approved under Division of Water Resources Serial Number 20-00223, dated March 26, 2020.

Engineering plans and specifications prepared by Peter E. Norfleet Temple, P.E., call for the installation of approximately 3,280 feet of 6-inch, 920 feet of 2-inch water main, hydrants, valves and other related appurtenances along four unnamed roads, Road A, Road B, Road C and Road D connecting to an existing 12-inch water main along Autry Mill Road and serve 59 lots at Taylors Creek.

Please note that in accordance with 15A NCAC 18C .0309(a), no construction, alteration, or expansion of a water system shall be placed into service or made available for human consumption until the Public Water Supply Section has issued Final Approval. Final Approval will be issued and mailed to the applicant upon receipt of both an Engineer's Certification and an Applicant's Certification submitted in accordance with 15A NCAC 18C .0303 (a) and (c).

These plans and specifications in the foregoing application are approved insofar as the protection of public health is concerned as provided in the rules, standards and criteria adopted under the authority of Chapter 130A-317 of the General Statutes. This approval does not constitute a warranty of the design, construction or future operation of the water system.

One copy of the "Application for Approval..." and a copy of the plans and specifications with a seal of approval from the department are enclosed. One copy of the documents in a digital format (CD) is being forwarded to our Fayetteville Regional Office. The second copy of the CD is being retained in our office.

If the Public Water Supply Section can be of further service, please call (919) 707-9100.

Sincerely,

SMBhatta /for

Robert W. Midgette, P.E.

Chief, Public Water Supply Section

RWM/SMB

Enclosures: Approval Document

cc: Heidi Cox, Wilmington Regional Office
Sampson County Health Department
Enoch Engineers, PA

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
BRIAN WRENN
Acting Director

NORTH CAROLINA
Environmental Quality

March 18, 2020

LETTER OF APPROVAL WITH MODIFICATIONS

JT Property Management of NC, LLC
ATTN: Roy V. Tew, III, Managing Member
P.O. Box 785
Aberdeen, NC 28315

RE: Project Name: Taylor Creek
Acres Approved: 15.2
Project ID: SAMPS-2020-007
County: Sampson, City: Dismal, Address: SR 1446
River Basin: Cape Fear
Stream Classification: Other
Submitted By: Enoch Engineers, P.A.
Date Received by LQS: February 27, 2019
Plan Type: New

Dear Mr. Tew:

This office has reviewed the subject erosion and sedimentation control plan and hereby issues this Letter of Approval with Modifications. A list of the modifications and reservations is attached. This plan approval shall expire three (3) years following the date of approval, if no land-disturbing activity has been undertaken, as is required by Title 15A NCAC 4B .0129. Should the plan not perform adequately, a revised plan will be required (G.S. 113A-54.1)(b).

As of April 1, 2019, all new construction activities are required to complete and submit an electronic Notice of Intent (NOI) form requesting a Certificate of Coverage (COC) under the NCG010000 Construction Stormwater General Permit. This form MUST be submitted and COC issued prior to the commencement of any land disturbing activity on the above-named project. The NOI form may be accessed at deq.nc.gov/NCG01. Please direct questions about the NOI form to Annette Lucas at Annette.lucas@ncdenr.gov or Paul Clark at Paul.clark@ncdenr.gov. After you submit a complete and correct NOI Form, a COC will be emailed to you within **three business days**. A $100 fee will be charged annually until a Notice of Termination is issued. This fee is to be sent to the DEMLR Stormwater Central Office staff in Raleigh.

Title 15A NCAC 4B .0118(a) and the NCG01 permit require that the following documentation be kept on file at the job site:

1. The approved E&SC plan as well as any approved deviation.
2. The NCG01 permit and the COC, once it is received.
3. Records of inspections made during the previous 12 months.

Also, this letter gives the notice required by G.S. 113A-61.1(a) of our right of periodic inspection to ensure compliance with the approved plan.

Title 15A NCAC 4B .0118(a) requires that a copy of the approved erosion control plan be on file at the job site. Also, this letter gives the notice required by G.S. 113A-61.1(a) of our right of periodic inspection to ensure compliance with the approved plan.

North Carolina's Sedimentation Pollution Control Act is performance-oriented, requiring protection of existing natural resources and adjoining properties. If, following the commencement of this project, it is determined that the erosion and sedimentation control plan is inadequate to meet the requirements of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statute 113A-51 through 66), this office may require revisions to the plan and implementation of the revisions to ensure compliance with the Act.

Acceptance and approval of this plan is conditioned upon your compliance with Federal and State water quality laws, regulations, and rules. In addition, local city or county ordinances or rules may also apply to this land-disturbing activity. This approval does not supersede any other permit or approval.

Please note that this approval is based in part on the accuracy of the information provided in the Financial Responsibility Form, which you provided. You are requested to file an amended form if there is any change in the information included on the form. This permit allows for a land-disturbance, as called for on the application plan, not to exceed the approved acres. Exceeding the acreage will be a violation of this permit and would require a revised plan and additional application fee. In addition, it would be helpful if you notify this office of the proposed starting date for this project. Please notify us if you plan to have a preconstruction conference.

Your cooperation is appreciated.

Sincerely,

Jodi Pace, EI
Regional Engineering Associate
DEMLR

Enclosures: Certificate of Approval
Modifications Required for Approval
NPDES NCG01 Fact Sheet

cc: Fleet Temple, Enoch Engineers, P.A. (Electronic Copy)
Myron Cashwell, Building Inspector (Electronic Copy)
Fayetteville Regional Office file

MODIFICATIONS REQUIRED FOR APPROVAL

Project Name: TAYLOR CREEK
Project ID: SAMPS-2020-007
County: Sampson

Provide two full size copies each of revised plan sheets, showing all the Modifications required for approval, prior to beginning any land-disturbing activity. Per G.S. 113A-57(4), 15A NCAC 04B.0118 & G.S. 113A-54(d)(4)

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
S. DANIEL SMITH
Director

NORTH CAROLINA
Environmental Quality

March 26, 2020

SAMPSON COUNTY DEPARTMENT OF PUBLIC WORKS
ATTN: LIN REYNOLDS, DIRECTOR
827 SOUTHEAST BLVD.
CLINTON, NC 28328

Re: **Authorization to Construct (This is not a Final Approval)**
Issue Date: March 26, 2020
TAYLORS CREEK
Serial No.: 20-00223 Water System No.: NC5082022
Sampson County

Dear Applicant:

This letter is to confirm that a complete Engineer's Report and a Water System Management Plan have been received, and that engineering plans and specifications have been approved by the Department for **TAYLORS CREEK, Serial No.: 20-00223.**

The "Authorization to Construct" is valid for 36 months from the issue date. Authorization to construct may be extended if the Rules Governing Public Water Supplies and site conditions have not changed (see Rule .0305). The "Authorization to Construct" and the engineering plans and specifications approval letter shall be posted at the primary entrance of the job site before and during construction.

Upon completion of the construction or modification, **and prior to placing the new construction or modification into service**, the applicant must submit an Engineer's Certification and Applicant's Certification to the Public Water Supply Section.

- **Engineer's Certification:** in accordance with Rule .0303 (a), the applicant shall submit a certification statement signed and sealed by a registered professional engineer stating that construction was completed in accordance with approved engineering plans and specifications, including any provisions stipulated in the Department's engineering plan and specification approval letter.
- **Applicant's Certification:** in accordance with Rule .0303 (c), the applicant shall submit a signed certification statement indicating that the requirements for an Operation and Maintenance Plan and Emergency Management Plan have been satisfied in accordance with Rule .0307 (d) and (e) and that the system has a certified operator in accordance with Rule .1300. The "Applicant's Certification" form is available at http://www.ncwater.org/ (click on Public Water Supply Section, Plan Review, Plan Review Forms).

Certifications can be sent by mail, fax (919-715-4374), or attachment to an e-mail message to **PWSSection.PlanReview@ncdenr.gov.**

If this "Authorization to Construct" is for a new public water system, the owner must submit a completed **application for an Operating Permit** and the appropriate fee. For a copy of the application for an Operating Permit please call (919) 707-9085.

Once the certifications and permit application and fee (if applicable) are received and determined adequate, the Department will issue a Final Approval letter to the applicant. In accordance with Rule .0309 (a), **no portion of this project shall be placed into service until the Department has issued Final Approval.**

Please contact us at (919) 707-9100 if you have any questions or need additional information.

Sincerely,

RW Midgette

Robert W. Midgette, P.E.
Chief, Public Water Supply Section

cc: HEIDI COX, Regional Engineer
ENOCH ENGINEERS, PA

North Carolina Department of Environmental Quality | Division of Water Resources
512 North Salisbury Street | 1634 Mail Service Center | Raleigh, North Carolina 27699-1634
919.707.9100

North Carolina Department of Environmental Quality
Division of Water Resources

Authorization to Construct

Project Applicant:	**SAMPSON COUNTY DEPARTMENT OF PUBLIC WORKS**
Public Water System Name and Water System No.:	**SAMPSON CO WTR DIST II - PLAINVIEW** **NC5082022**
Project Name:	**TAYLORS CREEK**
Serial No.:	**20-00223**
Issue Date:	**March 26, 2020**
Expiration Date:	36 Months after Issue Date

In accordance with NCAC 18C .0305, this Authorization to Construct must be posted at the primary entrance to the job site during construction.

PETER E. NORFLEET TEMPLE, PE
ENOCH ENGINEERS, PA
1403 NC 50 S
BENSON, NC 27504

SAMPSON COUNTY
BOARD OF COMMISSIONERS

ITEM ABSTRACT — ITEM NO. **2 (a-b)**

Meeting Date: May 4, 2020

___	Information Only	**x**	Public Comment
___	Report/Presentation	___	Closed Session
x	Action Item	___	Planning/Zoning
___	Consent Agenda	___	Water District Issue

SUBJECT: Public Hearings Regarding Fire Districts (Two Hearings)

DEPARTMENT: Governing Body/Legal

PUBLIC HEARING: Yes (2)

CONTACT PERSON(S): Joel Starling, County Attorney

PURPOSE: To conduct required public hearings with regard to changes in fire service districts

ATTACHMENTS: Attorney Memo; Resolutions & Exhibits

BACKGROUND:

Under state law, the County must hold a public hearing before abolishing or creating a service district and must notify the public of the hearing by publication in a local newspaper. Before creating a fire service district, the County must also notify property owners who own property within the proposed service district by mail. The mailings were duly distributed, and two separate hearings were duly advertised for April 6, 2020. Due to the COVID-19 State of Emergency, the Board recessed the hearings until May 4, 2020, as it is authorized to do under GS 153A-52.

Hearing 1: The purpose of the public hearing is to receive comments on the proposed abolition of the County's existing fire service districts.

Hearing 2: The purpose of the public hearing is to receive comments on the proposed creation of twenty (20) county fire service districts.

The Chairman should reconvene each public hearing and ask the Clerk to read into the record any written comments received pursuant to the advertised meeting notice.

RECOMMENDED ACTION OR MOTION:

The Board can elect to close the hearings and take actions by resolution as indicated in the attached attorney's memorandum or recess the hearings to a later date.

NORTH CAROLINA'S SAMPSON COUNTY

OFFICE *of the* COUNTY ATTORNEY

MEMORANDUM

TO: Susan J. Holder

FROM: Joel Starling

DATE: April 22, 2020

RE: County Fire Protection Service Districts

At its January 6, 2020 regular meeting, the Board of Commissioners, acting on the recommendation of the Fire Commission, voted to instruct staff to begin the process of preparing the report and public hearing notices that would be required in the event that the Board chose to abolish the County's existing fire protection service districts and create twenty (20) new fire protection service districts. Staff completed the required report and notices and this matter was originally scheduled for the Board's April regular meeting. However, due to the COVID-19 State of Emergency, the Board recessed the public hearings until May 4, 2020, as it is authorized to do under G.S. 153A-52.

After conducting the required public hearings, the Board should consider each of the following issues separately:

1. Abolition of Sampson County's existing fire protection service districts;
2. Establishment of the proposed fire protection service districts; and
3. Permitting emergency medical, rescue, and/or ambulance services in those fire protection service districts where the providing fire department is already providing these services.

Materials:

1. Resolution Abolishing Existing Fire Protection Service Districts;
2. Resolution Establishing Fire Protection Service Districts and Exhibits; and
3. Resolution Permitting EMS Services in Fire Protection Service Districts.

406 County Complex Road, Building C | Clinton, North Carolina 28328
(910) 592-6308 | www.sampsonnc.com

RESOLUTION ABOLISHING EXISTING FIRE PROTECTION SERVICE DISTRICTS

WHEREAS, N.C. Gen. Stat. § 153A-306 provides that county boards of commissioners may, upon finding that there is no longer a need for a particular service district and that there are no outstanding bonds or notes issued to finance projects in the service district, by resolution abolish a service district; and

WHEREAS, the Sampson County Board of Commissioners has, with respect to each of Sampson County's existing fire protection service districts, held the public hearing required by N.C. Gen. Stat. § 153A-306; and

WHERAS, the Sampson County Board of Commissioners has previously given, with respect to each of Sampson County's existing fire protection service districts, notice of the aforementioned public hearings by publication in the manner required by N.C. Gen. Stat. § 153A-306; and

WHEREAS, the Sampson County Board of Commissioners does find, with respect to each of Sampson County's existing fire protection service districts, that there is no longer a need for the service districts and that there are no outstanding bonds or notes issued to finance projects in any of the existing fire protection service districts;

NOW, THEREFORE, BE IT RESOLVED that each of Sampson County's existing fire protection service districts are hereby abolished effective at the end of the 2019-2020 fiscal year, as provided by N.C. Gen. Stat. § 153A-306.

This the _____ day of May, 2020.

_____
CLARK H. WOOTEN, Chair,
Sampson County Board of Commissioners

ATTEST:

_____
SUSAN J. HOLDER, Clerk,
Sampson County Board of Commissioners

RESOLUTION ESTABLISHING FIRE PROTECTION SERVICE DISTRICTS

WHEREAS, N.C. Gen. Stat. § 153A-301 authorizes counties to create service districts in order to finance, provide, or maintain for the districts one or more specified services, facilities, and functions in addition to or to a greater extent than those financed, provided or maintained for the entire county, including, but not limited to, fire protection services; and

WHEREAS, the Sampson County Board of Commissioners has, with respect to each of the following twenty (20) proposed fire protection service districts, conducted the public hearing required by N.C. Gen. Stat. § 153A-302(c):

Autryville Fire Protection Service District;
Clement Fire Protection Service District;
Clinton Fire Protection Service District;
Coharie Fire Protection Service District;
Franklin Fire Protection Service District;
Garland Fire Protection Service District;
Godwin-Falcon Fire Protection Service District;
Goshen Fire Protection Service District;
Halls Fire Protection Service District;
Herring Fire Protection Service District;
Honeycutt-Salemburg Fire Protection Service District;
Jordans Chapel Fire Protection Service Distict;
Newton Grove Fire Protection Service District;
Piney Grove Fire Protection Service;
Plain View Fire Protection Service District;
Smith Chapel Fire Protection Service District;
Spivey's Corner Fire Protection Service District;
Taylors Bridge Fire Protection Service District;
Turkey Fire Protection Service District;
Vann Crossroads Fire Protection Service District; and

WHEREAS, the Sampson County Board of Commissioners has previously given, with respect to each of the twenty (20) proposed fire protection service districts listed above, notice of the aforementioned public hearings by publication and mailing in the manner required by N.C. Gen. Stat. § 153A-302(c), and the certification of the person designated by the Sampson County Board of Commissioners to mail the notice is attached to this Resolution as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Report required by N.C. Gen. Stat. § 153A-302(b), which includes a map of each of the twenty (20) proposed fire protection service districts and is attached hereto as Exhibit "B" and incorporated herein by reference, has been available for public inspection in the office of the Clerk to the Sampson County Board of Commissioners for at least four (4) weeks before the date of the aforementioned public hearings; and

WHEREAS, the Board of Commissioners of the Town of Autryville has by Resolution agreed to have the territory lying within its Town's corporate limits included in the Autryville Fire Protection Service District pursuant to N.C. Gen. Stat. § 153A-302(a1), said Resolution being attached hereto as Exhibit "C" and incorporated herein by reference; and

WHEREAS, the Town Council of the Town of Harrells has by Resolution agreed to have the territory lying within its Town's corporate limits included in the Franklin Fire Protection Service District pursuant to N.C. Gen. Stat. § 153A-302(a1), said Resolution being attached hereto as Exhibit "D" and incorporated herein by reference; and

WHEREAS, the Board of Commissioners of the Town or Turkey has by Resolution agreed to have the territory lying within its Town's corporate limits included in the Turkey Fire Protection Service District pursuant to N.C. Gen. Stat. § 153A-302(a1), said Resolution being attached hereto as Exhibit "E" and incorporated herein by reference; and

WHEREAS, the Sampson County Board of Commissioners, after having considered the standards set forth in N.C. Gen. Stat. § 153A-302(a) and based upon the information and evidence it has received, including the information and evidence contained in the attached Report and the information and evidence offered at the aforementioned public hearings, makes the following findings with respect to each of the twenty (20) proposed fire protection service districts identified herein:

1. There is a demonstrable need for providing in each of the proposed service districts fire protection services, which is one of the services listed in N.C. Gen. Stat. § 153A-301;
2. It is impossible or impracticable to provide fire protection services on a countywide basis;
3. It is economically feasible to provide the proposed fire protection services in each of the proposed service districts without unreasonable or burdensome annual tax levies; and
4. There is a demonstrable demand for the proposed fire protection services by persons residing in each of the proposed service districts.

NOW, THEREFORE, BE IT RESOLVED that each of the fire protection service districts listed above are hereby established effective at the beginning of the 2020-2021 fiscal year, as provided by N.C. Gen. Stat. § 153A-302.

This the _____ day of May, 2020.

_____
CLARK H. WOOTEN, Chair,
Sampson County Board of Commissioners

ATTEST:

_____
SUSAN J. HOLDER, Clerk,
Sampson County Board of Commissioners

EXHIBIT "A"

CERTIFICATE OF MAILING

I, Jim Johnson, Sampson County Tax Administrator and the person designated by the Sampson County Board of Commissioners to complete the mailing required by N.C. Gen. Stat. § 153A-302(c), certify that said mailing was completed at least four weeks before the date of the public hearing required by N.C. Gen. Stat. § 153A-302(c).

This the 22nd day of April, 2020.

JIM JOHNSON, Tax Administrator

EXHIBIT "B"

REPORT REQUIRED BY G.S. 153A-302(b)

Autryville Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Autryville Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a) Resident population: 2,297
Population density: 18 people per sq. mi.

(b) Appraised value of property: $146,854,706.28

(c) Present tax rates:

Sampson County:	$0.825
Town of Autryville:	$0.50
Autryville Fire:	$0.095
Clement Fire:	$0.09
Coharie Fire:	$0.085
Garland Fire:	$0.10
Honeycutt-Salemburg Fire:	$0.10

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with Autryville Area Fire Department, Inc.

Clement Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Clement Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a) Resident population: 4,552
Population density: 86 people per sq. mi.

(b) Appraised value of property: $271,449,263.04

(c) Present tax rates:

Sampson County:	$0.825
Autryville Fire:	$0.095
Clement Fire:	$0.09
Godwin-Falcon Fire:	$0.10
Herring Fire:	$0.085
Honeycutt-Salemburg Fire:	$0.10
Plainview Fire:	$0.09
Spivey's Corner Fire:	$0.10

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with Clement Volunteer Fire Department, Inc.

Clinton Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Clinton Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a) Resident population: 8,497
Population density: 140 people per sq. mi.

(b) Appraised value of property: $544,050,071.41

(c) Present tax rates:

Sampson County:	$0.825
Clinton School:	$0.145
Clinton Fire:	$0.10
Coharie Fire:	$0.085
Halls Fire:	$0.07
Herring Fire:	$0.085
Honeycutt-Salemburg Fire:	$0.10
Taylor's Bridge Fire 1:	$0.10
Turkey Fire:	$0.07

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with the City of Clinton.

Coharie Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Coharie Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a) Resident population: 3,363
Population density: 52 people per sq. mi.

(b) Appraised value of property: $217,789,665.78

(c) Present tax rates:

Sampson County:	$0.825
Clinton School:	$0.145
Autryville Fire:	$0.095
Clinton Fire:	$0.10
Coharie Fire:	$0.085
Garland Fire:	$0.10
Honeycutt-Salemburg Fire:	$0.10

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with the Town of Roseboro.

Franklin Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Franklin Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a)	Resident population:	2,017	
	Population density:	18 people per sq. mi.	
(b)	Appraised value of property:	$238,131,131.54	
(c)	Present tax rates:	Sampson County:	$0.825
		Town of Harrells:	$0.19
		Franklin Fire:	$0.08
		Garland Fire:	$0.10
		Taylors Bridge Fire 1:	$0.10
		Taylors Bridge Fire 2:	$0.05

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with Harrells Volunteer Fire Department, Inc.

Garland Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Garland Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a)	Resident population:	2,867	
	Population density:	41 people per sq. mi.	
(b)	Appraised value of property:	$153,720,690.78	
(c)	Present tax rates:	Sampson County:	$0.825
		Franklin Fire:	$0.08
		Garland Fire:	$0.10
		Taylors Bridge Fire 1:	$0.10

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with Garland Volunteer Fire & Rescue Department, Inc.

Godwin-Falcon Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Godwin-Falcon Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a)	Resident population:	414	
	Population density:	75 people per sq. mi.	
(b)	Appraised value of property:	$22,751,275.53	
(c)	Present tax rates:	Sampson County:	$0.825
		Clement Fire:	$0.09
		Godwin-Falcon Fire:	$0.10
		Plainview Fire:	$0.09

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with Godwin-Falcon Fire Department, Inc.

Goshen Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Goshen Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a)	Resident population:	319	
	Population density:	36 people per sq. mi.	
(b)	Appraised value of property:	$142,074,785.79	
(c)	Present tax rates:	Sampson County:	$0.825
		Goshen Fire:	$0.04
		Piney Grove Fire:	$0.075
		Turkey Fire:	$0.07

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with Faison Fire and Rescue, Inc.

Halls Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Halls Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a) Resident population: 3,534
Population density: 71 people per sq. mi.

(b) Appraised value of property: $217,613,711.01

(c) Present tax rates:

Sampson County:	$0.825
Clinton School:	$0.145
Clinton Fire:	$0.10
Halls Fire:	$0.07
Herring Fire:	$0.085
Newton Grove Fire:	$0.075
Piney Grove Fire:	$0.075
Turkey Fire:	$0.07
Vann Crossroads Fire:	$0.10

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with Halls Fire & Rescue Department, Inc.

Herring Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Herring Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a) Resident population: 3,023
Population density: 66 people per sq. mi.

(b) Appraised value of property: $181,554,313.05

(c) Present tax rates:

Sampson County:	$0.825
Clinton School:	$0.145
Clement Fire:	$0.09
Clinton Fire:	$0.10
Halls Fire:	$0.07
Herring Fire:	$0.085
Honeycutt-Salemburg Fire:	$0.10
Godwin-Falcon Fire:	$0.10
Spivey's Corner Fire:	$0.10
Vann Crossroads Fire:	$0.10

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with Herring Volunteer Fire & Rescue, Inc.

Honeycutt-Salemburg Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Honeycutt-Salemburg Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a) Resident population: 3,766
Population density: 79 people per sq. mi.

(b) Appraised value of property: $194,591,398.49

(c) Present tax rates:

Sampson County:	$0.825
Clinton School:	$0.145
Autryville Fire:	$0.095
Clement Fire:	$0.09
Clinton Fire:	$0.10
Coharie Fire:	$0.085
Herring Fire:	$0.085
Honeycutt-Salemburg Fire:	$0.10

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with Salemburg Volunteer Fire Dept., Inc.

Jordans Chapel Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Jordans Chapel Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a) Resident population: 138
Population density: 42 people per sq. mi.

(b) Appraised value of property: $7,746,238.61

(c) Present tax rates:

Sampson County:	$0.825
Newton Grove:	$0.075

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with Jordans Chapel Fire Department, Inc.

Newton Grove Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Newton Grove Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a) Resident population: 2,139
Population density: 58 people per sq. mi.

(b) Appraised value of property: $141,802,254.91

(c) Present tax rates:

Sampson County:	$0.825
Halls Fire:	$0.07
Herring Fire:	$0.085
Newton Grove Fire:	$0.075
Piney Grove Fire:	$0.075
Spivey's Corner Fire:	$0.07
Vann Crossroads Fire:	$0.10

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with Newton Grove Fire & Rescue.

Piney Grove Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Piney Grove Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a) Resident population: 2,087
Population density: 41 people per sq. mi.

(b) Appraised value of property: $135,211,202.70

(c) Present tax rates:

Sampson County:	$0.825
Goshen Fire:	$0.04
Halls Fire:	$0.07
Newton Grove Fire:	$0.075
Piney Grove Fire:	$0.075
Turkey Fire:	$0.07
Vann Crossroads Fire:	$0.10

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with Piney Grove Volunteer Fire Department, Inc., of Sampson County.

Plain View Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Plain View Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(e)	Resident population:	4,566	
	Population density:	113 people per sq. mi.	
(f)	Appraised value of property:	$316,095,551.38	
(g)	Present tax rates:	Sampson County:	$0.825
		Clement Fire:	$0.09
		Godwin-Falcon Fire:	$0.10
		Herring Fire:	$0.085
		Piney Grove Fire:	$0.075
		Spivey's Corner Fire:	$0.10

(h) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with Plain View Volunteer Fire Department, Inc.

Smith Chapel Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Smith Chapel Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a)	Resident population:	193	
	Population density:	45 people per sq. mi.	
(b)	Appraised value of property:	$8,864,029.41	
(c)	Present tax rates:	Sampson County:	$0.825
		Piney Grove:	$0.075

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with Smith Chapel Volunteer Fire Department, Inc.

Spivey's Corner Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Spivey's Corner Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a) Resident population: 2,715
Population density: 64 people per sq. mi.

(b) Appraised value of property: $211,953,970.29

(c) Present tax rates:

Sampson County:	$0.825
Clement Fire:	$0.09
Godwin-Falcon Fire:	$0.10
Herring Fire:	$0.085
Newton Grove Fire:	$0.075
Plain View Fire:	$0.09
Spivey's Corner Fire:	$0.10
Vann Crossroads Fire:	$0.10

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with Spivey`s Corner Volunteer Fire Department, Inc.

Taylors Bridge Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Taylors Bridge Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a) Resident population: 5,033
Population density: 42 people per sq. mi.

(b) Appraised value of property: $367,525,999.15

(c) Present tax rates:

Sampson County:	$0.825
Clinton School:	$0.145
Clinton Fire:	$0.10
Clement Fire:	$0.09
Coharie Fire:	$0.085
Franklin Fire:	$0.08
Garland Fire:	$0.10
Taylor's Bridge Fire 1:	$0.10
Taylor's Bridge Fire 2	$0.05

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with the Taylors Bridge Fire Department.

Turkey Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Turkey Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a) Resident population: 3,428
Population density: 58 people per sq. mi.

(b) Appraised value of property: $230,079,176.37

(c) Present tax rates:

Sampson County:	$0.825
Town of Turkey:	$0.27
Clinton School:	$0.145
Clinton Fire:	$0.10
Franklin Fire:	$0.08
Goshen Fire:	$0.04
Piney Grove Fire:	$0.075
Taylor's Bridge Fire 1:	$0.10
Taylor's Bridge Fire 2	$0.05
Turkey Fire:	$0.07

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with the Turkey Volunteer Fire Department, Inc.

Vann Crossroads Fire Protection Service District

(1) A map of the proposed district, showing its proposed boundaries, is included herewith.

(2) The proposed Vann Crossroads Fire Protection Service District meets the standards set out in G.S. 153A-302(a), specifically:

(a) Resident population: 1,394
Population density: 52 people per sq. mi.

(b) Appraised value of property: $89,906,871.13

(c) Present tax rates:

Sampson County:	$0.825
Halls Fire:	$0.07
Herring Fire:	$0.085
Newton Grove Fire:	$0.075
Piney Grove Fire:	$0.075
Spivey's Corner Fire:	$0.10
Vann Crossroads Fire:	$0.10

(d) All present fire tax rates are proposed to be eliminated with the abolition of the existing fire tax districts. In light of this reduction, the district will be able to sustain the additional taxes necessary to provide the services planned for the district.

(3) Fire protection services will be provided to the proposed district by contracting with Vann Crossroads Fire Department, Inc.

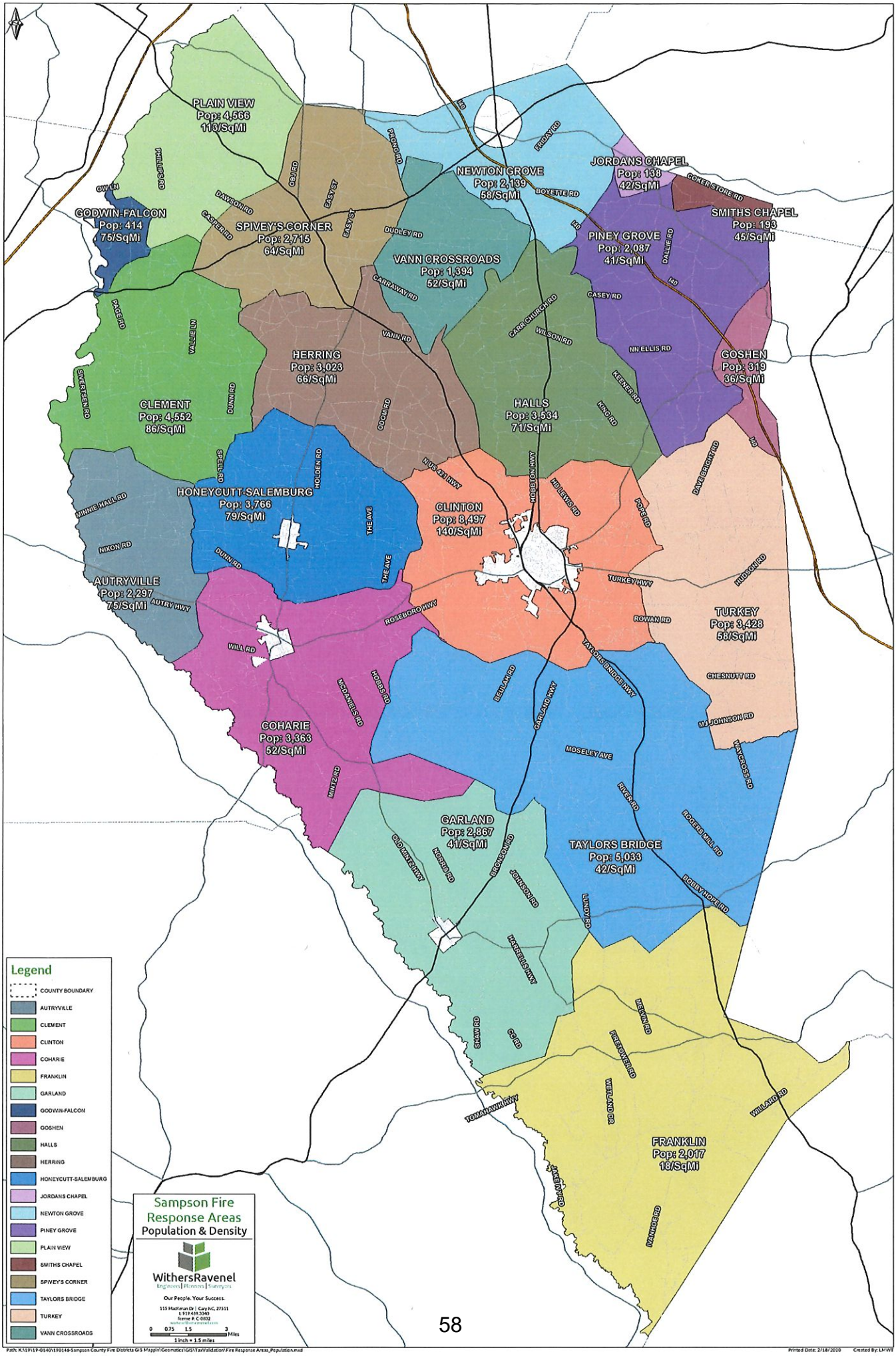

PLAIN VIEW
Pop: 4,566
113/SqMi
GODWIN-FALCON
Pop: 414
75/SqMi
SPIVEY'S CORNER
Pop: 2,715
64/SqMi
NEWTON GROVE
Pop: 2,139
58/SqMi
JORDANS CHAPEL
Pop: 138
42/SqMi
SMITHS CHAPEL
Pop: 193
45/SqMi
PINEY GROVE
Pop: 2,087
41/SqMi
VANN CROSSROADS
Pop: 1,394
52/SqMi
HERRING
Pop: 3,023
66/SqMi
CLEMENT
Pop: 4,552
86/SqMi
HALLS
Pop: 3,534
71/SqMi
GOSHEN
Pop: 319
36/SqMi
HONEYCUTT-SALEMBURG
Pop: 3,766
79/SqMi
CLINTON
Pop: 8,497
140/SqMi
AUTRYVILLE
Pop: 2,297
75/SqMi
TURKEY
Pop: 3,428
58/SqMi
COHARIE
Pop: 3,363
52/SqMi
GARLAND
Pop: 2,867
41/SqMi
TAYLORS BRIDGE
Pop: 5,033
42/SqMi
FRANKLIN
Pop: 2,017
18/SqMi
Legend
COUNTY BOUNDARY
AUTRYVILLE
CLEMENT
CLINTON
COHARIE
FRANKLIN
GARLAND
GODWIN-FALCON
GOSHEN
HALLS
HERRING
HONEYCUTT-SALEMBURG
JORDANS CHAPEL
NEWTON GROVE
PINEY GROVE
PLAIN VIEW
SMITHS CHAPEL
SPIVEY'S CORNER
TAYLORS BRIDGE
TURKEY
VANN CROSSROADS
Sampson Fire Response Areas
Population & Density
WithersRavenel
Engineers | Planners | Surveyors
Our People. Your Success.
115 MacKenan Dr | Cary NC 27511
t 919 469 3340
license # C-0832
0 0.75 1.5 3 Miles
1 inch = 1.5 miles
Path: K:\19\19-0140\190146-Sampson County Fire Districts GIS\Mapping\Geomatics\GIS\TaxValidation\Fire Response Areas_Population.mxd
Printed Date: 2/18/2020
Created By: LMW

EXHIBIT "C"

RESOLUTION REQUESTING INCLUSION IN COUNTY FIRE PROTECTION SERVICE DISTRICT

WHEAREAS, the Sampson County Board of Commissioners is determining, pursuant to N.C. Gen. Stat. 153A-302, whether to establish twenty (20) county fire protection service districts, which are depicted on the attached map; and

WHEARAS, N.C. Gen. Stat. 153A-302(a1) provides, in pertinent part, that territory lying within the corporate limits of a city may not be included within a county service district unless the governing body of the city agrees by resolution to such inclusion; and

WHEARAS, the Board of Commissioners of the Town of Autryville finds that, In order to promote the health, safety, and welfare of its citizens, territory lying within the corporate limits of the Town of Autryville should be included in the county fire protection service district that will, if established, surround the Town's corporate limits, as depicted on the attached map;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Town of Autryville hereby requests inclusion of the territory lying within its corporate limits in the county fire protection service district that will, if established, surround the Town's corporate limits, pursuant to the provisions of N.C. Gen. Stat. 153A-302(a1).

This the 18th day of February, 2020.

Richard V. Spell, Mayor

ATTEST:

Cassandra C. Tyndall, Clerk

EXHIBIT "D"

Town of Harrells

Post Office Box 82 - 373 Tomahawk Highway, Harrells, NC 28444
Phone (910) 532-4040, Fax (910) 532-6031

James C. Moore
Mayor

Katie Greer
Mayor Pro-Tem

Aldermen
Kimberly P. Johnson
Johnnie Ray Powell
Charles S. Moore

Town Clerk
Cynthia J. Ezzell

RESOLUTION REQUESTING INCLUSION IN COUNTY FIRE PROTECTION SERVICE DISTRICT

WHEREAS, the Sampson County Board of Commissioners is determining, pursuant to N.C. Gen. Stat. § 153A-302, whether to establish twenty (20) county fire protection service districts, which are depicted on the attached map; and

WHEREAS, N.C. Gen. Stat. § 153A-302(a1) provides, in pertinent part, that territory lying within the corporate limits of a city may not be included within a county service district unless the governing body of the city agrees by resolution to such inclusion; and

WHEREAS, the Board of Alderman of the Town of Harrells finds that, in order to promote the health, safety, and welfare of its citizens, territory lying within the corporate limits of the Town of Harrells should be included in the county fire protection service district that will, if established, surround the Town's corporate limits, as depicted on the attached map;

NOW, THEREFORE, BE IT RESOLVED that the Board of Alderman of the Town of Harrells hereby requests inclusion of the territory lying within its corporate limits in the county fire protection service district that will, if established, surround the Town's corporate limits, pursuant to the provisions of N.C. Gen. Stat. § 153A-302(a1).

This the 4th day of February, 2020.

James C. Moore, Mayor

ATTEST:

Cynthia J. Ezzell, Town Clerk

EXHIBIT "E"

RESOLUTION REQUESTING INCLUSION IN COUNTY FIRE PROTECTION SERVICE DISTRICT

WHEREAS, the Sampson County Board of Commissioners is determining, pursuant to N.C. Gen. Stat § 153A-302, whether to establish twenty (20) county fire protection service districts, which are depicted on the attached map; and

WHEREAS, N.C. Gen. Stat §153A-302(a1) provides, in pertinent part, that territory lying within the corporate limits of a city may not be included within a county service district unless the governing body of the city agrees by resolution to such inclusion; and

WHEREAS, the Board of Commissioners of the Town of Turkey finds that, in order to promote the health, safety, and welfare of its citizens, territory lying within the corporate limits of the Town of Turkey should be included in the county fire protection service district that will, if established, surround the Town's corporate limits, as depicted on the attached map;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Town of Turkey hereby requests inclusion of the territory lying within its corporate limits in the county fire protection service district that will, if established, surround the Town's corporate limits, pursuant to the provisions of N.C. Gen. Stat. § 153A-302(a1).

This the 21st day of January, 2020.

Max Pope

Max Pope, Mayor

ATTEST:

Teresa Frack

Teresa Frack, Town Clerk

RESOLUTION PERMITTING EMS SERVICES IN FIRE PROTECTION SERVICE DISTRICTS

WHEREAS, N.C. Gen. Stat. § 153A-309 authorizes county boards of commissioners to by resolution permit fire protection service districts to provide emergency medical, rescue, and/or ambulance services and levy property taxes for such purposes under N.C. Gen. Stat. § 153A-307; and

WHEREAS, the Sampson County Board of Commissioners wishes to permit the provision of and levy of property taxes for rescue services in the following fire protection service districts:

Autryville Fire Protection Service District;
Clement Fire Protection Service District;
Clinton Fire Protection Service District;
Franklin Fire Protection Service District;
Garland Fire Protection Service District;
Godwin-Falcon Fire Protection Service District;
Goshen Fire Protection Service District;
Halls Fire Protection Service District;
Herring Fire Protection Service District;
Honeycutt-Salemburg Fire Protection Service District;
Newton Grove Fire Protection Service District;
Plain View Fire Protection Service District;
Spivey's Corner Fire Protection Service District;
Taylors Bridge Fire Protection Service District;
Vann Crossroads Fire Protection Service District; and

WHEREAS, the Sampson County Board of Commissioners wishes to permit the provision of and levy of property taxes for emergency medical services in the following fire protection service districts:

Clement Fire Protection Service District;
Godwin-Falcon Fire Protection Service District;
Herring Fire Protection Service District;
Vann Crossroads Fire Protection Service District;

NOW, THEREFORE, BE IT RESOLVED that

1. Rescue services may be provided and property taxes levied therefor in the fire protection service districts listed in the following fire protection service districts:

Autryville Fire Protection Service District;
Clement Fire Protection Service District;
Clinton Fire Protection Service District;
Franklin Fire Protection Service District;
Garland Fire Protection Service District;

Godwin-Falcon Fire Protection Service District;
Goshen Fire Protection Service District;
Halls Fire Protection Service District;
Herring Fire Protection Service District;
Honeycutt-Salemburg Fire Protection Service District;
Newton Grove Fire Protection Service District;
Plain View Fire Protection Service District;
Spivey's Corner Fire Protection Service District;
Taylors Bridge Fire Protection Service District;
Vann Crossroads Fire Protection Service District.

2. Emergency medical services may be provided and property taxes levied therefor in the following fire protection service districts:

Clement Fire Protection Service District;
Godwin-Falcon Fire Protection Service District;
Herring Fire Protection Service District;
Vann Crossroads Fire Protection Service District

3. This Resolution shall take effect at the beginning of the 2020-2021 fiscal year, as provided by N.C. Gen. Stat. § 153A-309.

This the _____ day of May, 2020.

_____
CLARK H. WOOTEN, Chair,
Sampson County Board of Commissioners

ATTEST:

_____
SUSAN J. HOLDER, Clerk,
Sampson County Board of Commissioners

SAMPSON COUNTY
BOARD OF COMMISSIONERS

ITEM ABSTRACT ITEM NO. **3 (a)**

Meeting Date: May 4, 2020

___	Information Only	___	Public Comment
___	Report/Presentation	___	Closed Session
x	Action Item	___	Planning/Zoning
___	Consent Agenda	**x**	Water District Issue

SUBJECT: Award of Bid for Johnston County Interconnect Phase I (Water Main, Master Meter, Generator and Booster Pump Installation)

DEPARTMENT: Public Works

PUBLIC HEARING: No

CONTACT PERSON(S): Lin Reynolds, Public Works Director

PURPOSE: To consider award of the bid for the construction of the Johnston County Interconnection Project (Phase 1)

ATTACHMENTS: Engineer's Recommendation; Bid Award Resolution

BACKGROUND:

Bids for the Johnston County Interconnection – Phase 1 were received on April 16, 2020, and four proposals were submitted and determined by the engineer to be responsive and responsible bids. (Bid tabulation is included here in your agenda). The bid package includes the construction of the water main, 2-way master meter, generator procurement, and installation of the booster pump station equipment. (The booster pump station equipment was procured during a separate bidding process.) The Dewberry engineering firm recommends that Samson County tentatively award the contract for the Johnston County Interconnection – Phase 1 to Jones Smith Contractors, the apparent low, responsible, responsive bidder on the basis of the base bid. The tentative award is contingent on the approval of the bid by the North Carolina Division of Water Infrastructure. The contract award will be for the amount of $339,485.

RECOMMENDED ACTION OR MOTION:

Motion to adopt the enclosed resolution awarding the bid, contingent upon subsequent approval by the funding agency, the NC Division of Water Infrastructure.

Dewberry

Dewberry Engineers Inc.
2610 Wycliff Road, Suite 410
Raleigh, NC 27607

919.881.9939
919.881.9923 fax
www.dewberry.com

April 21, 2020

Sampson County
Mr. Edwin Causey
County Manager
406 County Complex Road
Clinton, NC 28328

RE: Letter of Recommendation of Tentative Award
Johnston County Interconnection – Phase 1

Dear Mr. Causey:

Bids for the Johnston County Interconnection – Phase 1 were received on Thursday, April 16, 2020 at 2:00 pm at the Sampson County Public Works Office located at 827 SE Blvd., Clinton, NC. After declaring bidding closed, it was noted that four (4) bid proposals for the project were submitted. All bidders were present for the bid opening. The following questions were asked and received unanimous responses noted in italics:

- There was one addendum issued, was the addendum received? *Yes*.
- Was anyone denied the right to bid? *No*.
- Are there any objections to proceeding with the bid opening? *No*.

Each of the four (4) bid proposals were then opened and read aloud. Subsequent to the bid opening, Dewberry Engineers Inc. (Dewberry) has reviewed the bids received for this project and it is our opinion that each bidder, has submitted a responsive, responsible bids. A summary of each bidders base bid is provided below, and the Certified Bid Tabulation is enclosed for your reference:

Bidder	**Location**	**Total Base Bid**
Jones Smith Contractors, LLC	Ayden, NC	$339,485.00
Burnette Enterprises	Wilmington, NC	$369,415.00
Sandy's Hauling & Backhoe Service, Inc	Roseboro, NC	$394,040.00
Temple Grading and Construction Company, Inc	Lillington, NC	$404,480.00

This bid package includes the construction of the water main, 2-way master meter, generator procurement, and installation of the booster pump station equipment. The booster pump station equipment was procured during a separate bidding process.

This project is being funded by the North Carolina Division of Water Infrastructure and the capacity fees to be paid by Johnston County. The total funding available for the project is $915,000. Approximately $759,000 is available for the construction and booster pump equipment including contingency.

Dewberry recommends that Samson County tentatively award the contract for the Johnston County Interconnection – Phase 1 to Jones Smith Contractors, the apparent low, responsible, responsive bidder

on the basis of the base bid. The tentative award is contingent on the approval of the bid by the North Carolina Division of Water Infrastructure. The Contract award will be for the amount of $339,485. A summary of the construction funding is provided below:

Total Phase 1 Construction Budget including contingency	$759,000
Booster Pump Equipment, only	($175,000)
Johnston County Interconnection Contract	($339,485)
Remaining Construction Budget including Contingency	$244,515

Should have you have any questions or comments, please call me at (919) 424-3770.

Sincerely,

Dewberry Engineers Inc.



Matthew B. West, P.E, LEED AP
Vice President

Enclosure: Certified Bid Tabulation

Cc: Linwood Reynolds, P.E., Sampson County
Mac Ellen Brown, Sampson County
Mark Turlington, Sampson County
Susan Holder, Sampson County
Joel Starling, Sampson County
Larry Mitchell, P.E., Dewberry

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BID TABULATION
OWNER: Sampson County, North Carolina
PROJECT: Sampson County to Johnston County Interconnection
LOCATION: Sampson County Public Works, 827 SE Blvd., Clinton, NC 28328
BID OPENING DATE: April 16, 2020

NORTH CAROLINA PROFESSIONAL SEAL 023965 ENGINEER LARRY W. MITCHELL

Larry W. Mitchell P.E. 4-21-2020
Certified as Correct

				Jones and Smith Contractors Ayden, NC		Burnette Enterprises Wilmington, NC		Sandy's Hauling and Backhoe Service Roseboro, NC		Temple Grading and Construction Company Lillington, NC	
ITEM	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
WATERLINE											
1	6" SDR 21 PVC	LF	700	$28.00	$19,600.00 *	$32.00	$22,400.00	$55.00	$38,500.00	$21.25	$14,875.00
2	4" SDR 21 PVC RJ	LF	100	$42.00	$4,200.00	$23.00	$2,300.00	$55.00	$5,500.00	$31.50	$3,150.00
3	4" Gate Valve with Box and Lid	EACH	4	$1,900.00	$7,600.00	$1,500.00	$6,000.00	$1,250.00	$5,000.00	$1,480.00	$5,920.00
4	6" Gate Valve with Box and Lid	EACH	1	$2,000.00	$2,000.00	$2,900.00	$2,900.00	$1,350.00	$1,350.00	$1,680.00	$1,680.00
5	Tapping Sleeve and Valve	EACH	1	$6,300.00	$6,300.00	$4,500.00	$4,500.00	$3,350.00	$3,350.00	$5,870.00	$5,870.00
6	2-Way Master Meter Assemby	EACH	1	$36,000.00	$36,000.00	$35,000.00	$35,000.00	$36,500.00	$36,500.00	$34,185.00	$34,185.00
7	Pressure Reducing Valve Assembly	EACH	1	$10,450.00	$10,450.00	$7,500.00	$7,500.00	$18,500.00	$18,500.00	$13,800.00	$13,800.00
8	Valves, Fittings and Appurtenances	LS	1	$27,000.00	$27,000.00	$8,500.00	$8,500.00	$8,000.00	$8,000.00	$8,850.00	$8,850.00
9	12-inch Steel Casing, Bore and Jack	LF	40	$300.00	$12,000.00	$180.00	$7,200.00	$385.00	$15,400.00	$500.00	$20,000.00
BOOSTER PUMP STATION SITE											
10	Clearing, Grubbing, and Grading	JOB	1	$27,500.00	$27,500.00	$8,500.00	$8,500.00	$10,000.00	$10,000.00	$50,000.00	$50,000.00
11	Gravel for Site	CY	75	$86.00	$6,450.00	$55.00	$4,125.00	$145.00	$10,875.00	$110.00	$8,250.00
12	8" BPS Concrete Pad	SQ. FT.	200	$16.00	$3,200.00	$65.00	$13,000.00	$35.00	$7,000.00	$50.00	$10,000.00
13	8" Generator Concrete Pad	SQ. FT.	50	$20.00	$1,000.00	$140.00	$7,000.00	$35.00	$1,750.00	$50.00	$2,500.00
14	6" Bollards	EACH	5	$155.00	$775.00	$450.00	$2,250.00	$1,550.00	$7,750.00	$500.00	$2,500.00
15	6' Chain Link Fence	LF	650	$18.00	$11,700.00	$35.00	$22,750.00	$20.00	$13,000.00	$20.00	$13,000.00
16	24' Double Swing Gate	EACH	1	$1,200.00	$1,200.00	$1,800.00	$1,800.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
17	18" RCP Class III Pipe	LF	30	$112.00	$3,360.00	$65.00	$1,950.00	$125.00	$3,750.00	$40.00	$1,200.00
18	8" SDR 21 PVC	LF	105	$79.00	$8,295.00	$28.00	$2,940.00	$83.00	$8,715.00	$114.00	$11,970.00
19	12" SDR 21 PVC	LF	20	$66.00	$1,320.00	$45.00	$900.00	$115.00	$2,300.00	$124.00	$2,480.00
20	Valves, Fittings and Appurtenances	LS	1	$36,610.00	$36,610.00	$35,000.00	$35,000.00	$45,000.00	$45,000.00	$31,000.00	$31,000.00
21	Construction Entrance and E&SC Devices	LS	1	$11,865.00	$11,865.00	$2,900.00	$2,900.00	$7,500.00	$7,500.00	$5,000.00	$5,000.00
22	Packaged Engine Generator	LS	1	$47,880.00	$47,880.00	$75,000.00	$75,000.00	$68,100.00	$68,100.00	$40,000.00	$40,000.00
23	12" Gate Valve with Box and Lid	EACH	2	$4,500.00	$9,000.00	$8,500.00	$17,000.00	$4,000.00	$8,000.00	$4,250.00	$8,500.00
24	8" Gate Valve with Box and Lid	EACH	2	$2,685.00	$5,370.00	$6,500.00	$13,000.00	$2,100.00	$4,200.00	$2,875.00	$5,750.00
25	Booster Pump Station Electrical	LS	1	$38,810.00	$38,810.00	$65,000.00	$65,000.00	$61,500.00	$61,500.00	$101,500.00	$101,500.00
TOTAL BASE BID					**$339,485.00 ***		**$369,415.00**		**$394,040.00**		**$404,480.00**

*Corrected.

RESOLUTION OF TENTATIVE AWARD

WHEREAS, the County of Sampson, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of the Sampson County to Johnston County Interconnection, and

WHEREAS, Dewberry Consulting Engineers have reviewed the bids; and

WHEREAS, Jones and Smith Contractors was the lowest bidder for the Sampson County to Johnston County Interconnection, in the total bid amount of $339,485.00, and

WHEREAS, the Consulting Engineers recommend **TENTATIVE AWARD** to the lowest bidder(s).

NOW, THERE FORE, BE IT RESOLVED that TENTATIVE AWARD is made to the lowest bidder(s) in the Total Bid Amount of $339,485.00.

	Name of Contractor	**Amount**
1.	Jones Smith Contractors, LLC	$339,485.00
2.	Burnette Enterprises	$369,415.00
3.	Sandy's Hauling & Backhoe Service, Inc	$394,040.00
4.	Temple Grading and Construction Company, Inc	$404,480.00

BE IT FURTHER RESOLVED that such TENTATIVE AWARD be contingent upon the approval of the North Carolina Department of Environmental Quality.

Upon motion of _____, seconded by_____, the above **RESOLUTION** was unanimously adopted.

This is __ day of _____, 2020.

_____

Clark H. Wooten, Chairman
Sampson County Board of Commissioners

Attest: (Seal)

_____

Susan J. Holder, Clerk to the Board

SAMPSON COUNTY
BOARD OF COMMISSIONERS

ITEM ABSTRACT — ITEM NO. **4**

Meeting Date: May 4, 2020

___	Information Only	___	Public Comment
___	Report/Presentation	___	Closed Session
___	Action Item	___	Planning/Zoning
x	Consent Agenda	___	Water District Issue

SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ATTACHMENTS:

a. Approve the minutes of the April 6, 2020 meeting

b. Adopt the Third Amended Supplemental Personnel Resolution Implementing the Families First Coronavirus Response Act

c. Approve the contract to audit accounts between Sampson County and W. Greene PLLC, for the fiscal year ending June 30, 2020

d. Authorize execution of Memorandum of Agreement between Sampson County and Carteret County regarding backup 911 center utilization

e. Approve the renewal of the lease between Sampson County (Health Department) and NCDHHS/Children's Developmental Services Agency for 168 square feet of space at 360 County Complex Road for one year, with two 1-year renewal options

f. Approve the revised bylaws for the Sampson County Economic Development Commission Advisory Board

g. Accept the NC AgVentures grant funding and authorize execution of the associated grant agreement

h. Approve budget amendments as submitted

RECOMMENDED ACTION OR MOTION:

Motion to approve Consent Agenda as presented.

SAMPSON COUNTY **April 6, 2020**
NORTH CAROLINA

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, March 2, 2020, in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present in the meeting room: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioner Thaddeus Godwin; Commissioners Jerol Kivett and Harry Parker attended the meeting via telephonic means due to the COVID-19 pandemic. The meeting was transmitted to the public via Facebook Live, and each vote was confirmed via roll call by the Chairman.

Chairman Wooten called the meeting to order and acknowledged Vice Chairperson Lee who then called upon Commissioner Godwin for the invocation. Vice Chairperson Lee then led the Pledge.

Presentations

Health Director Wanda Robinson and Director of Nursing Kelly Parrish provided the Board with an update on COVID-19. Ms. Robinson stated that there were 5 cases positive cases in Sampson County and zero deaths. She noted that majority of the health care providers were testing, that testing results were returning within 2-3 days, and that asymptomatic persons were not being tested. Consistent with current State guidance, testing was being done on hospitalized patients, healthcare workers and first responders, and people who have regular contact with high risk settings, such as long-term care facilities, homeless shelters, correctional facilities, migrant farm workers camps, and individuals who may be considered at risk due to preexisting conditions. Ms. Parrish noted that the first two positive case had recovered, the third case was at Sampson Regional Medical Center recovering and in stable condition, the fourth case was home in stable condition, and the fifth case was hospitalized at Wake Medical Center.

The Chairman expressed appreciation for the frontline workers.

Approval of Agenda

Upon a motion made by Commissioner Godwin and seconded by Vice Chairperson Lee, the Board voted unanimously to approve the agenda with the following changes: Item 3 (q) Remote Participation and Electronic Meeting Policy; Item 3 (c) Amended Supplemental Personnel Resolution Implementing the Families First Coronavirus Response Act; Item 3 (r) Detention Center Budget Amendment; Item 2 (b) Dewberry Engineers, Inc. Award Recommendation letter were added.

Item 1: Public Hearings

Public Hearing Regarding Proposed Abolition of Existing Fire Service Districts The Chairman opened the public hearing and immediately motioned to recess the hearing to the May 4, 2020 meeting due to executive order restrictions limiting public gatherings greater than 10 persons. Upon a motion made by Chairman Wooten and seconded by Vice Chairperson Lee, the Board voted unanimously to recess the hearing to the May 4, 2020 regular scheduled meeting.

Public Hearing Regarding Proposed Creation of County Fire Service Districts The Chairman opened the public hearing and immediately motioned to recess the hearing to the May 4, 2020 meeting due to executive order restrictions limiting public gatherings greater than 10 persons. Upon a motion made by Chairman Wooten and seconded by Commissioner Godwin, the Board voted unanimously to recess the hearing to the May 4, 2020 regular scheduled meeting.

Item 2: Action Items – Water District Project

Adoption of Resolution Authorizing the Filing of an Application for Loan and Grant Assistance for Phase II of Johnston County Interconnection Project Public Works Director Lin Reynolds presented a resolution authorizing the filing of an application for State loan and grant assistance for Phase II of the Johnston County interconnection project. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to adopt the resolution which (1) authorized the County Manager to sign the Application and Fund Transfer Certification; and (2) authorized the Finance Officer to sign the Financial Information Form. (Copies filed in Inc. Minute Book ____ Page ____.)

Award of Bid for Booster Pump Equipment for Johnston County Interconnect Public Works Director Lin Reynolds which is approximately $30,000 below budget. Upon a motion made by Commissioner Godwin and seconded by Commissioner Parker, the Board voted unanimously to award the bid as recommended by the engineering firm. (Copy of the Engineer's recommendation letter – walked on to the agenda – filed in Inc. Minute Book _____, Page _____.)

Item 3: Consent Agenda

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

a. Approved the minutes of the March 2, 2020 meeting

b. Adopted the resolution proclaiming April as Public Health Month (Copy filed in Inc. Minute Book ____ Page ____.)

c. Adopted the Supplemental Personnel Resolution Implementing the Families First Coronavirus Response Act and the Amended Supplemental Personnel Resolution Implementing the Families First Coronavirus Response Act (Walked On) (Both copies filed in Inc. Minute Book ____ Page ____.)

d. Declared the 2011 Ford Truck VIN 1FTFX1EFXBFC60043 as surplus and authorized the transfer to Turkey Fire Department

e. Authorized execution of Post Approval Documentation (PAD) for Essential Single Family Rehab Loan Pool (ESFRLP20): Assistance Policy, Procurement & Disbursement Policy, and Language Access Policy (Copy filed in Inc. Minute Book ____ Page ____.)

f. Approved the Department of Social Services' Cash Management and Segregation of Duties Policy (Copy filed in Inc. Minute Book ____ Page ____.)

g. Ratified the change in advertisement date for the tax liens on real property pursuant to GS 105-369 from April 2 to April 1 (paper's publication dates changed due to COVID-19 situation) (Copy filed in Inc. Minute Book ____ Page ____.)

h. Authorized execution of the Notice of Residual Petroleum (Clinton-Sampson Airport) (Copy filed in Inc. Minute Book ____ Page ____.)

i. Approved the updated System Safety Plan, Title VI Plan, and Drug & Alcohol Testing Policy for Sampson Area Transportation (Copy filed in Inc. Minute Book ____ Page ____.)

j. Approved a delinquent tax exemption application for Warren Solar Farm, LLC

k. Approved tax refunds and releases as submitted:

#9255	Prestage Farms, Inc.	$223.06
#9262	Rhonda Blackman	$133.22
#9243	Henry Carr, Jr.	$198.34
#9272	Lonnie Cox	$158.44
#9271	Charlotte Hudson, Trustee	$133.20
#9275	Tammy Denning	$116.93
#9274	Connie Dunlap	$105.14

#9283	Kenneth Strickland	$104.55
#9284	Brian Butler	$277.94
Tax Release	Edvin Hernandez	$417.25
Tax Release	Charlotte Hudson, Trustee	$186.48

l. Approved budget amendments as submitted:

EXPENDITURE Social Services

Code Number		Description (Object of Expenditure)	Increase	Decrease
13554810	568414	LIEAP	$79,420.00	

REVENUE

Code Number		Source of Revenue	Increase	Decrease
13535480	403314	LIEAP	$79,420.00	

EXPENDITURE Aging

Code Number		Description (Object of Expenditure)	Increase	Decrease
02558670	526200	Home Repairs – Dept Supplies	$644.00	

REVENUE

Code Number		Source of Revenue	Increase	Decrease
02035867	408403	Home Repairs – Donations – Fans	$644.00	

EXPENDITURE Goshen Fire Dept

Code Number		Description (Object of Expenditure)	Increase	Decrease
23243410	581028	Goshen (Faison) Fire Department	$45,000.00	

REVENUE

Code Number		Source of Revenue	Increase	Decrease
23043428	499900	Fund Balance Appropriated	$45,000.00	

EXPENDITURE Detention Center

Code Number		Description (Object of Expenditure)	Increase	Decrease
11243200	521100	Food and Provisions	$600.00	

REVENUE

Code Number		Source of Revenue	Increase	Decrease
11034320	408901	Canteen Commissions	$600.00	

EXPENDITURE Aging

Code Number		Description (Object of Expenditure)	Increase	Decrease
02558670	526200	Home Repairs – Dept Supplies	$644.00	

REVENUE

Code Number		Source of Revenue	Increase	Decrease
02035867	408403	Home Repairs – Donations – Fans	$644.00	

EXPENDITURE		Transportation		
Code Number		Description (Object of Expenditure)	Increase	Decrease
1614500	535300	Maint/Repair of Vehicles	$5,000.00	
1614500	525100	Gas, oil, & Tires	$5,000.00	
REVENUE				
Code Number		Source of Revenue	Increase	Decrease
16134500	403611	State JARC Grant	$10,000.00	

EXPENDITURE		CVB		
Code Number		Description (Object of Expenditure)	Increase	Decrease
84761800	537000	Advertising	$6,000.00	
REVENUE				
Code Number		Source of Revenue	Increase	Decrease
84036180	408900	Miscellaneous Revenue	$6,000.00	

EXPENDITURE		Parks and Recreation		
Code Number		Description (Object of Expenditure)	Increase	Decrease
11761201	535100	Repair/Maint – Buildings/Grounds	$40,000.00	
11999000	509700	Contingency		$20,000.00
REVENUE				
Code Number		Source of Revenue	Increase	Decrease
11036120	403657	Town of Newton Grove	$20,000.00	

EXPENDITURE		Emergency Management		
Code Number		Description (Object of Expenditure)	Increase	Decrease
11243300	551000	Capital Outlay – Office Equipment	$3,756.00	
REVENUE				
Code Number		Source of Revenue	Increase	Decrease
11034330	408406	Other Grants	$3,756.00	

EXPENDITURE		Cooperative Extension		
Code Number		Description (Object of Expenditure)	Increase	Decrease
11449500	526200	Departmental Supplies	$6,475.00	
11449500	529900	Misc Expenses	$1,900.00	
11449500	541000	Rental Fees Buildings	$850.00	
04449560	526200	Departmental Supplies		$3,000.00
04449560	537000	Advertising		$500.00
REVENUE				
Code Number		Source of Revenue	Increase	Decrease
11034950	408900	Misc Revenue Coop Extension	$9,225.00	
04034956	404010	Revenue Lagoon Mgmt		$3,500.00

EXPENDITURE		Aging		
Code Number		Description (Object of Expenditure)	Increase	Decrease
02558670	526200	Home Repairs – Dept Supplies	$349.00	
02558670	526201	Home Repairs – Dept Supplies – Equi	$1,350.00	
02558670	555000	Home Repairs – Capital Outlay – Oth	$3,795.00	
REVENUE				
Code Number		Source of Revenue	Increase	Decrease
02035867	408900	Home Repairs – Misc Revenue	$5,494.00	

EXPENDITURE		Aging		
Code Number		Description (Object of Expenditure)	Increase	Decrease
02558790	526200	Info/Case – Dept Supplies	$1,425.00	
02558790	526201	Info/Case – Dept Supplies - Equip	$1,575.00	
REVENUE				
Code Number		Source of Revenue	Increase	Decrease
02035879	403602	Info/Case – Health Promotion	$3,000.00	

Consent Agenda Items – as Board of Health

m. Approved the Sampson County Health Department Information Security Policy

n. Approved the fee revisions as submitted (HepA, HSV 1/2PCN, Progesterone)

o. Received the Health Advisory Board Minutes, January 27, 2020

p. Received the Health Advisory Board Minutes, Dangerous Dog Appeal, January 21, 2020

Walk Ons – as Board of Commissioners

q. Approved the Remoted Participation and Electronic Meeting Policy (Copy filed in Inc. Minute Book ____ Page ____.)

r. Approved an additional budget amendment for the Detention Center as shown below:

EXPENDITURE		Detention Center		
Code Number		Description (Object of Expenditure)	Increase	Decrease
11243200	535100	Maint repair bldgs. and grounds	35,000.00	
11999000	509700	Contingency		35,000.00

County Manager's Reports

County Manager Ed Causey immediately acknowledged Human Resources Director Nancy Dillman who provided comments regarding personnel. Ms. Dillman that the County has initiated a county-wide staggered schedule plan – minus employees

who are first responders - minimizing the number of employees present in departmental offices at the same time and that employees are practicing social distancing, washing hands, etc. She noted that staff are updating necessary leave forms to comply with the most recent NC Department of Labor Guidelines. The implemented changes were well received and functioning well.

The Chairman advised everyone to take the virus seriously and to follow guidelines provided by national, state, and local government.

Public Comments

The Chairman opened the floor for comments to be received via the Facebook live stream and the following were received:

Farrah Fryar – Why isn't everyone (in the Board Room) wearing a face covering as suggested by the CDC?

Susan Holder, Assistant County Manager and Clerk to the Board, noted that attendees were practicing social distancing and other guidance provided. The Chairman reiterated the importance of everyone adhering to the guidance of the CDC, and national, state, and local health officials. Ms. Holder provided meeting attendees an email address for questions to be submitted.

Adjournment

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

_____ _____

Clark H. Wooten, Chairman Susan J. Holder, Clerk to the Board

NORTH CAROLINA'S SAMPSON COUNTY

OFFICE *of the* COUNTY ATTORNEY

MEMORANDUM

TO: Susan J. Holder

FROM: Joel Starling

DATE: April 24, 2020

RE: Amendments to the Supplemental Personnel Resolution Implementing the Families First Coronavirus Relief Act

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Since enactment of the Families First Coronavirus Relief Act (FFCRA), the U.S. Department of Labor has issued regulations intended to implement the emergency family medical leave and emergency paid sick leave provisions of the FFCRA. These regulations have necessitated additional changes to the County's FFCRA Supplemental Personnel Resolution.

Materials:

1. Third Amended Supplemental Personnel Resolution Implementing the FFCRA.

406 County Complex Road, Building C | Clinton, North Carolina 28328
(910) 592-6308 | www.sampsonnc.com

SAMPSON COUNTY THIRD AMENDED SUPPLEMENTAL PERSONNEL RESOLUTION IMPLEMENTING THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

Retroactively Effective: April 1, 2020

The following Third Amended Supplemental Personnel Resolution ("Supplemental Resolution") implements the Families First Coronavirus Response Act ("Families First Act").

Section 1. Application.

The Supplemental Resolution does not apply to officials, employees, and volunteers who are exempt under Article I, Section 2 of the Sampson County Personnel Resolution, except that the Supplemental Resolution does apply to the County Manager and the County Attorney.

The Supplemental Resolution applies to employees who are subject to the State Human Resources Act ("SHRA") only to the extent that it does not conflict with policies adopted by the State Human Resources Director ("State HR Director"). To the extent that the Supplemental Resolution conflicts with a policy adopted by the State HR Director, the policy adopted by the State HR Director shall prevail with respect to employees who are subject to the SHRA.

The provisions of the Supplemental Resolution are in addition to and not in lieu of the Family and Medical Leave Act ("FMLA") provisions contained in Article I, Section 6, *et seq*. of the Sampson County Personnel Resolution.

Section 2. Effective Dates.

The Supplemental Resolution will become effective on April 1, 2020. The Emergency Family and Medical Leave ("EFMLA") provisions of the Supplemental Resolution will remain in effect only so long as there is a federal, state, or local COVID-19 state of emergency in effect and in any event only through December 31, 2020. The Emergency Paid Sick Leave ("EPSL") provisions of the Supplemental Resolution will remain in effect until December 31, 2020.

Section 3. Emergency Family and Medical Leave.

(a) **Eligible Employees.**

Except as provided in Section 3(b) below, employees who have been employed for at least thirty (30) calendar days are eligible for EFMLA. Furthermore, employees who were laid off or terminated after March 1, 2020 but are reemployed prior to December 31, 2020 are eligible for EFMLA, provided that the employee had been on the County's payroll for thirty (30) or more of the sixty (60) calendar days prior to the date the employee was laid off or otherwise terminated.

(b) **Excluded Employees.**

Notwithstanding Section 3(a) above, health care providers and emergency responders are excluded from the EFMLA provisions of the Supplemental Resolution.

For purposes of the Supplemental Resolution, "health care provider" is defined as any employee of the Health Department and any employee who works for a facility employing any of the foregoing employees and whose work is necessary to maintain the operation of the facility.

For purposes of the Supplemental Resolution, "emergency responder" is defined as any employee who is an employee of the Emergency Services Department, including, but not limited to, Emergency Management and EMS employees, 911 dispatchers, and Fire Marshall and Fire Inspection employees; any law enforcement officer or detention officer; any employee who is an employee of the Department of Social Services; any employee who is an employee of the Public Works Department; any employee with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency; and any employee who works for a facility employing any of the foregoing employees and whose work is necessary to maintain the operation of the facility.

(c) **Availability.**

An employee who is eligible under Section 3(a) above and is not excluded under Section 3(b) above may request EFMLA when the employee is unable to work or telework due to a need for leave to care for a child of the employee if the child's school or place of care has been closed or the child care provider of the child is unavailable due to an emergency with respect to COVID-19, as declared by a federal, state, or local authority and provided that the County has work for the employee to perform and provided that no suitable person is available to care for the child. (An employee is able to telework, and therefore may not take EFMLA, if (i) the County has work for the employee to perform, (ii) the employee is permitted to perform that work from the location where the employee is being quarantined or isolated, and (iii) there are no extenuating circumstances that prevent the employee from performing that work.)

Where the need for EFMLA leave is foreseeable, an employee must provide the County with as much notice as possible.

(d) **Compensation.**

The first two (2) weeks of EFMLA are unpaid; however, an employee may choose to use any accrued paid leave or, when available, any EPSL during the first two (2) weeks of EFMLA. Thereafter, eligible, non-excluded employees will be paid during periods of EFMLA as provided below.

An employee's compensation will be calculated by multiplying the number of hours the employee would normally be scheduled to work each day by an amount that is two-thirds (2/3) the employee's average regular rate of pay. For employees with varying weekly schedules, the employee's pay shall be based on the average number of hours the employee was scheduled per

day over the six (6) month period ending on the date on which the employee takes EFMLA, including hours for which the employee took any type of leave. For employees with varying weekly schedules who have been employed for less than six (6) months, the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work should be used to compute the amount of pay for each day of EFMLA he or she takes after the initial unpaid period. Such reasonable expectation is best evidenced by an agreement between the County and the employee. In the absence of such an agreement, the average number of hours the employee was scheduled to work each workday shall evince the reasonable expectation of the County and the employee.

An employee's average regular rate of pay shall be determined using a weighted average of an employee's rate of pay over multiple workweeks. The average regular rate of pay shall be computed over a six (6) month period ending on the date on which the employee first takes EFMLA. In the case of an employee who has not been employed with the County for six (6) months, the average regular rate of pay shall be computed over the entire term of employment.

After the first two weeks of EFMLA, eligible, non-exempt employees may choose to use any accrued paid leave concurrently with EFMLA to make up the difference between their pay under the EFMLA and their paid leave rate of pay.

The maximum amount of EFMLA compensation that will be paid to an employee is $200.00 per day or $10,000.00 total.

EFMLA wages will not be subject to FICA taxes.

An employee who takes EFMLA is entitled to continued coverage under the County's group health plan on the same terms as if the employee did not take leave. However, if an employee chooses not to retain group health coverage while taking EFMLA, the employee is entitled upon returning from leave to be reinstated on the same terms as prior to taking he leave, including family member coverage.

(e) **Duration.**

Eligible, non-excluded employees may use up to twelve (12) weeks of FMLA and EFMLA leave within a twelve (12) month period for all reasons combined. Employees who have already exhausted their FMLA allotment are not entitled to EFMLA.

(f) **Application Form.**

When requesting EFMLA leave, an employee must complete the EFMLA Form attached to the Supplemental Resolution as Appendix A and submit the EFMLA Form to the Sampson County Human Resources Director ("County HR Director"). The form shall include a signed statement containing (i) the employee's name, (ii) the date(s) for which leave is requested, (iii) the COVID-19 qualifying reason for leave, and (4) a statement representing that the employee is unable to work or telework because of the COVID-19 qualifying reason. An employee requesting EFMLA must also provide (i) the name of the child being cared for, (ii) the name of the school, place of

care, or child care provider that closed or became unavailable due to COVID-19 reasons, and (iii) a statement representing that no other suitable person is available to care for the child during the period of requested leave.

Section 4. Emergency Paid Sick Leave

(a) **Eligible Employees.**

Except as provided in Section 4(b) below, all employees are eligible for EPSL.

(b) **Excluded Employees.**

Notwithstanding Section 4(a) above, health care providers and emergency responders are excluded from the EPSL provisions of the Supplemental Resolution with respect to EPSL pursuant to Section 4(c)(4) and 4(c)(5) below. Health care providers and emergency responders are not excluded from the EPSL provisions of the Supplemental Resolution with respect to EPSL pursuant to Section 4(c)(1), 4(c)(2), 4(c)(3), or 4(c)(6) below.

For purposes of the Supplemental Resolution, "health care provider" is defined as any employee of the Health Department and any employee who works for a facility employing any of the foregoing employees and whose work is necessary to maintain the operation of the facility.

For purposes of the Supplemental Resolution, "emergency responder" is defined as any employee who is an employee of the Emergency Services Department, including, but not limited to, Emergency Management and EMS employees, 911 dispatchers, and Fire Marshall and Fire Inspection employees; any law enforcement officer or detention officer; any employee who is an employee of the Department of Social Services; any employee who is an employee of the Public Works Department; any employee with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency; and any employee who works for a facility employing any of the foregoing employees and whose work is necessary to maintain the operation of the facility.

(c) **Availability.**

An employee may request EPSL if any of the following apply, provided that the employee is not able to telework and the County otherwise has work for the employee to perform. (An employee is able to telework, and therefore may not take EPSL, if (i) the County has work for the employee to perform, (ii) the employee is permitted to perform that work from the location where the employee is being quarantined or isolated, and (iii) there are no extenuating circumstances that prevent the employee from performing that work):

(1) The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19. For purposes of the Supplemental Resolution, "quarantine or isolation order" is defined to include a broad range of governmental orders, including orders that advise some or all citizens to shelter in place, stay at home, quarantine, or otherwise restrict their mobility.

(2) The employee has been advised by their healthcare provider to self-quarantine because they are infected with or have been exposed to COVID-19 or because they are at high risk of complications from COVID-19.

(3) The employee is experiencing symptoms of COVID-19 and is seeking but has not yet received a medical diagnosis. An employee may not take EPSL to self-quarantine without seeking a medical diagnosis.

(4) The employee is caring for someone subject to a federal, state, or local quarantine or isolation order related to COVID-19 or who has been advised by their healthcare provider to self-quarantine for COVID-19 related reasons. EPSL may not be taken to care for someone with whom the employee has no personal relationship. The individual being cared for must be an immediate family member, roommate, or a similar person with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she self-quarantined or was quarantined.

(5) The employee is caring for the employee's child because the child's school or childcare facility has been closed or the child's childcare provider is no longer available because of a COVID-19 related reason provided that no suitable person is available to care for the child.

(6) The employee is experiencing other substantially similar conditions as specified by the U.S. Secretary of Health and Human Services and the U.S. Secretaries of Labor and Treasury.

(d) **Compensation.**

Employees will be paid during periods of EPSL.

For purposes of the Supplemental Resolution, a "full-time employee" is an employee who is normally scheduled to work at least forty (40) hours each workweek. For employees with varying schedules, this weekly average should be calculated over the six (6) months prior to the date on which leave is requested. If the employee has been employed for less than six (6) months, the average hours per workweek is computed over the entire period of employment.

For purposes of the Supplemental Resolution, a "part-time employee" is an employee who is normally scheduled to work fewer than forty (40) hours each workweek or who is scheduled to work, on average, fewer than forty (40) hours each workweek. A part-time employee whose weekly work schedule varies should be entitled to EPSL equal to fourteen (14) times the average number of hours that the employee was scheduled to work per calendar day over the six (6) month period ending on the date on which the employee takes EPSL, including hours for which the employee took leave of any type. If a part-time employee with a varying weekly schedule has been employed for fewer than six (6) months, the employee is entitled to fourteen times the expected number of hours the employee and County agreed at the time of hiring that the employee

would work, on average, each calendar day. In the absence of an agreement, the employee is entitled to the number of hours of paid sick leave equal to fourteen times the average number of hours per calendar day that the employee was scheduled to work over the entire period of employment, including hours for which the employee took leave of any type.

An employee's average rate of pay shall be determined using a weighted average of an employee's rate of pay over multiple workweeks. The average regular rate of pay shall be computed over a six (6) month period ending on the date on which the employee first takes EPSL. In the case of an employee who has not been employed with the County for six (6) months, the average regular rate of pay shall be computed over the entire term of employment.

For EPSL pursuant to Section 4(c)(1), 4(c)(2), or 4(c)(3) above, an employee shall be entitled to the employee's average regular rate of pay.

For EPSL pursuant to Section 4(c)(4), 4(c)(5), and 4(c)(6) above, an employee shall be entitled to two-thirds (2/3) the employee's average regular rate of pay.

The maximum amount of EPSL compensation pursuant to Section 4(c)(1), 4(c)(2), or 4(c)(3) above that will be paid to an employee is $511.00 per day or $$5,110.00 total.

The maximum amount of EPSL compensation pursuant to Section 4(c)(4), 4(c)(5), and 4(c)(6) above that will be paid to an employee is $200.00 per day or $2,000.00 total.

EPSL wages will not be subject to FICA taxes.

An employee who takes EPSL is entitled to continued coverage under the County's group health plan on the same terms as if the employee did not take leave. However, if an employee chooses not to retain group health coverage while taking EPSL, the employee is entitled upon returning from leave to be reinstated on the same terms as prior to taking he leave, including family member coverage.

(e) **Duration.**

Full-time employees are entitled to a maximum of eighty (80) hours of EPSL. Part-time employees are entitled to a maximum amount of EPSL that is equal to the average number of hours that they work during a two (2) week period. EPSL is independent of any accrued regular sick leave. An employee cannot be required to exhaust other forms of paid leave before using EPSL.

(f) **Application Form.**

When requesting EPSL leave, an employee must complete the EPSL Form attached to the Supplemental Resolution as Appendix B and submit the EPSL Form to the County HR Director. The form shall include a signed statement containing (i) the employee's name, (ii) the date(s) for which leave is requested, (iii) the COVID-19 qualifying reason for leave, and (4) a statement representing that the employee is unable to work or telework because of the COVID-19 qualifying reason.

An employee requesting EPSL pursuant to 4(c)(1) must also provide the name of the government entity that issued the quarantine or isolation order to which the employee is subject.

An employee requesting EPSL pursuant to 4(c)(2) must provide the name of the healthcare provider who advised him or her to self-quarantine for COVID-19 related reasons.

An employee requesting EPSL pursuant to 4(c)(4) must provide either (i) the government entity that issued the quarantine or isolation order to which the individual is subject or (ii) the name of the healthcare provider who advised the individual to self-quarantine.

An employee requesting EPSL pursuant to 4(c)(5) must provide (i) the name of the child being cared for, (ii) the name of the school, place of care, or child care provider that closed or became unavailable due to COVID-19 reasons, and (iii) a statement representing that no other suitable person is available to care for the child during the period of requested leave.

LGC-205 **CONTRACT TO AUDIT ACCOUNTS** Rev. 9/2019

The | Governing Board: BOARD OF COMMISSIONERS

of | Primary Government Unit (or charter holder): SAMPSON COUNTY

and | Discretely Presented Component Unit (DPCU) (if applicable): N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and | Auditor Name: W GREENE PLLC

Auditor Address: PO BOX 160, WHITEVILLE, NC 28472

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Audit Report Due Date
06/30/20	10/31/20

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

COPY

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

29. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

30. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx.

31. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

32. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑Auditor ☐Governmental Unit ☐Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
DAVID K. CLACK	FINANCE OFFICER	davec@sampsonnc.com

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year billings. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	SAMPSON COUNTY
Audit Fee	$ 45,000
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$ 10,000
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$ 37,500.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* W GREENE PLLC	
Authorized Firm Representative (typed or printed)* M. WADE GREENE, CPA CFE	Signature* 
Date* 01/01/20	Email Address* wgreene@greenecocpa.com

GOVERNMENTAL UNIT

Governmental Unit* SAMPSON COUNTY	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* CLARK WOOTEN, CHAIRMAN	Signature*
Date	Email Address cwooten@sampsonnc.com

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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* (typed or printed) DAVID K. CLACK, FINANCE OFFICER	Signature*
Date of Pre-Audit Certificate*	Email Address* davec@sampsonnc.com

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
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

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

PO Box 160
251 Washington Street
Whiteville NC 28472
P. 910-207-6564
F. 910-207-6519

W GREENE
PLLC

January 1, 2020

County of Sampson
406 County Complex Road
Clinton, North Carolina 28328

To the Board of County Commissioners and Management:

We are pleased to confirm our understanding of the services we are to provide County of Sampson for the year ended June 30, 2020. We will audit the financial statements of governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of County of Sampson as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement County of Sampson's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County of Sampson's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI, if applicable, is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Changes in Total Pension Liability – Law Enforcement Officers' Special Separation Allowance
- Schedule of Total Pension Liability as a Percentage of Covered Payroll – LEO
- Schedule of Changes in the Net OPEB Liability and Related Ratios

- Schedule of County's Contributions (OPEB)
- Schedule of County's Proportionate Share of Net Pension Liability (Asset) (LGERS)
- Schedule of County's Contribution (LGERS)
- Schedule of County's Proportionate Share of Net Pension Liability (Asset) (ROD)
- Schedule of County's Contributions (ROD)

We have also been engaged to report on supplementary information other than RSI that accompanies County of Sampson's financial statements. We will subject the following supplementary information, if applicable, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Schedule of expenditures of federal and state awards.
- Combining and individual fund financial statements.
- Budgetary and other schedules.

The following other information, if applicable, accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- Introductory information.
- Statistical sections.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, non compliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our report will be addressed to the Management and the Board of County of Sampson. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting,

or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors. We have advised you of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets). We have offered to perform, as a separate engagement, extended procedures specifically designed to detect fraud and you have declined to engage us to do so at this time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of County of Sampson's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedure will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of County of Sampson's major programs. The purpose of these procedures will be to express an opinion on County of Sampson's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of County of Sampson in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards.* We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance

that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal

statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on the date of field work.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual,

the Finance Officer, with suitable skill, knowledge, and experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash or other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form

to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our report to County of Sampson; however, management is responsible for distribution of reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our report are to be made available for public inspection.

The audit documentation for this engagement is the property of W Greene, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Regulator or its designee, a federal and state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of W Greene, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 1, 2020 and to issue our report no later than October 31, 2020. Wade Greene is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that W Greene PLLC's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed $45,000 for the audit and $10,000 for the preparation of the financial statements. However, any additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the County. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all our-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to County of Sampson and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Wade Greene

M. Wade Greene, CPA CFE
W Greene, PLLC

RESPONSE:

This letter correctly sets forth the understanding of County of Sampson.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

NORTH CAROLINA'S SAMPSON COUNTY

OFFICE *of the* COUNTY MANAGER

MEMORANDUM

TO: Board of Commissioners

FROM: Susan J. Holder, Assistant County Manager

DATE: April 27, 2020

RE: Draft Memorandum of Agreement with Carteret County/Backup 911 Center

Attached for your approval is a draft Memorandum of Understanding between Sampson County and Carteret County setting forth the terms by which Sampson and Carteret may utilize the other's 911 emergency communications centers in the event that either party's communications systems were to be temporarily disabled, in order to ensure continuity of emergency communications and dispatch services for the benefit of the citizens of Sampson County and Carteret County. These arrangements are certainly prudent but having such formally adopted agreement will also garner Sampson County points on our PSAP grant funding application for our proposed 911 and Emergency Services facilities project.

The agreement has been reviewed internally by the County Manager, County Attorney, EM and 911 staff and by our grant consultant Mission Critical. It has been provided to Carteret County for their review and consideration, and there has been no indication that they will not approve the agreement when their review is complete. However, to ensure that we will have the document completed to include in our grant application that is due in June, we are asking you to approve the draft agreement and authorize the County Manager to execute it with any minor modifications which may be requested by Carteret County, but that do not materially alter the contract.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAMPSON, NORTH CAROLINA
AND THE COUNTY OF CARTERET, NORTH CAROLINA

This MEMORANDUM OF UNDERSTANDING made and entered into on this _____ day of _____, 2020 by and between Sampson County, North Carolina ("Sampson") and Carteret County, North Carolina ("Carteret").

WITNESSETH:

WHEREAS Sampson and Carteret are both bodies corporate and politic existing pursuant to the laws of the State of North Carolina; and

WHEREAS, Sampson and Carteret do operate Primary Public Safety Answering Points (PSAPs)/911 emergency communications systems; and

WHEREAS, during times of natural disaster and other unpredictable events, each party's communications system could become temporarily disabled; and

WHEREAS, the parties herein desire to set forth in this Memorandum of Understanding ("MOU") (or "Agreement") the terms by which Sampson and Carteret may utilize the other's 911 emergency communications centers in such event, in order to ensure continuity of emergency communications and dispatch services for the benefit of the citizens of Sampson County and Carteret County.

1.0 PURPOSE

The purpose of this MOU is to establish the formal terms whereby Carteret utilizes Sampson as its backup 911 center, currently located at 107 Underwood Street in Clinton, North Carolina, during such times as Carteret may experience an equipment or other failure, or a manmade or natural disaster, at its primary PSAP AND whereby Sampson uses Carteret as its backup 911 center, currently located at _____ during such times as Sampson may experience an equipment or other failure, or a manmade or natural disaster, at its primary PSAP, subject to the terms of this MOU.

2.0 CONDITIONS

2.1 The services provided as a result of this MOU are considered services to the general public and this MOU shall not be construed to create an employer-employee, principal-agent or co-partnership relationship between the parties. The parties are and shall remain independent entities with respect to all services performed under this Agreement. Each party represents that it has, or will secure at its expense, all personnel required in performing its service obligation under this Agreement and the acts of its

employees performing the service under this Agreement shall be acts of the employees of that entity alone. Each entity agrees that in the performance of this service, its employees shall not require nor be entitled to any compensation rights or benefits of any kind whatsoever from any other entity to this Agreement including but not limited to tenure rights, medical and hospital care, sick and vacation leave, disability, worker's compensation, unemployment compensation, or severance pay.

2.2 Each party hereto shall obtain and complete all permits, consents, approvals and authorizations required from all governmental entities and regulatory bodies, and all filings and notices required in connection with the services or use of its own equipment or facilities required by this MOU. Each party hereto represents that any such permits, consents, approvals, and authorizations have been obtained and are in full force and effect, and there is no reason why any future permits, consents, approvals, authorizations or orders cannot be obtained as needed.

2.3 The cost of operating each PSAP and the costs of providing the services and fulfilling the terms of this MOU shall remain the responsibilities of the respective parties.

2.4 Any and all equipment provided by each party remains the property of the respective parties. Each party is responsible for the upkeep of their own equipment.

2.5 This MOU applies to emergency requests for service, regardless of the method of delivery (e.g., phone, text, multimedia, etc.) that are unable to be answered at the primary PSAP and, therefore, are routed to the backup PSAP.

3.0 RESPONSIBILITIES OF EACH PARTY

3.1 <u>Responsibilities of Sampson</u>

3.1.1. Sampson agrees to provide physical space for placement and use of equipment needed for Carteret to provide 911 functions to its citizens.

3.1.2 Sampson agrees to provide antenna space for Carteret to install necessary radio equipment.

3.1.3 Sampson agrees to provide space in its recording system to capture all telephone and radio traffic associated with Carteret during Carteret’s use of its backup PSAP at Sampson’s expense.

3.1.4 Sampson agrees to provide data connectivity (internet) at the Sampson location for Carteret’s data use.

3.1.5 Sampson agrees to maintain its 911 emergency communications system operationally, functionally, and as technologically up to date as possible.

3.1.6 Sampson agrees to provide key or other methods of access to Carteret so that Carteret will have access to Sampson should the need arise for Carteret to vacate its primary PSAP.

3.1.7 Sampson agrees to give Carteret's 911 Director as much notice as practicable when circumstances require the use of the Carteret PSAP.

3.1.8 Sampson agrees to process all Carteret "calls" during a catastrophic failure until such time as Carteret personnel can reach the Sampson PSAP and resume operations.

3.1.9 Sampson agrees to work with Carteret to help train Sampson telecommunicators in call take and dispatch methods for Carteret.

3.2 Responsibilities of Carteret

3.2.1. Carteret agrees to provide physical space for placement and use of equipment needed for Sampson to provide 911 functions to its citizens.

3.2.2 Carteret agrees to provide antenna space for Sampson to install necessary radio equipment.

3.2.3 Carteret agrees to provide space in its recording system to capture all telephone and radio traffic associated with Sampson during Sampson's use of its backup PSAP at Carteret's expense.

3.2.4 Carteret agrees to provide data connectivity (internet) at the Carteret location for Sampson's data use.

3.2.5 Carteret agrees to maintain its 911 emergency communications system operationally, functionally, and as technologically up to date as possible.

3.2.6 Carteret agrees to provide key or other methods of access to Sampson so that Sampson will have access to Carteret should the need arise for Sampson to vacate its primary PSAP.

3.2.7 Carteret agrees to give Sampson's 911 Director as much notice as practicable when circumstances require the use of the Sampson PSAP.

3.2.8 Carteret agrees to process all Sampson "calls" during a catastrophic failure until such time as Sampson personnel can reach the Carteret PSAP and resume operations.

3.2.9 Carteret agrees to work with Sampson to help train Carteret telecommunicators in call take and dispatch methods for Sampson.

4.0 **MUTUAL COVENANTS AND AGREEMENTS**

Both parties covenant and agree to the following:

4.1 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without reference to any conflict or choice of laws provision which would operate to make the internal laws of any other jurisdiction applicable.

4.2 Warranty. The parties hereto warrant and represent that they have full authority under applicable law to participate fully in this Agreement and all its several provisions.

4.3 Modification. This Agreement shall only be modified, amended, or supplemented, by a written instrument signed by both parties to this Agreement.

4.4 Unenforceability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be severable, and the remainder of the Agreement shall continue in full force and effect.

4.5 Entire Agreement. This Agreement is only the agreement between the parties hereto with respect to the subject matter hereof and contains all the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

4.6 Term. The term of this Agreement shall commence upon execution by both parties on _____ or sooner if facilities, equipment, and staff are ready and will continue until one of the parties delivers a notice of intent to terminate at least ninety (90) days months prior to the end of the noticing party's fiscal budget year.

4.7 Termination. Either may terminate this Agreement by delivering to the other party a notice of its intent to terminate ninety (90) days prior of the end of the noticing party's fiscal budget year. Any such notice shall be delivered by registered or certified mail and shall be addressed as follows:

Edwin W. Causey	Tommy Burns
Sampson County Manager	Carteret County Manager
406 County Complex Road	insert mailing address
Clinton, NC 28382	insert mailing address

4.8 Non-Discrimination. Neither party hereto shall discriminate on the basis of race, religion, creed, color, gender, or national origin.

4.9 Other Agreements. Nothing herein shall prevent either party to this Agreement from entering into other agreements or MOUs with other counties or local governmental entities in relation to the same subject matter herein.

4.10 Remedies. This Agreement shall be enforceable by each party by all remedies available at law or in equity. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a subsequent enforcement.

4.11 Indemnity. Each party shall indemnify, defend, and hold one another harmless from any and all costs, expenses, liability, losses, claims, suits, and proceedings of any nature whatsoever arising from or relating to any negligence, wrongful act or omission, or breach of this MOU by such party or any of its respective officers, directors, agents or employees.

IN WITNESS WHEREOF, Sampson and Carteret have caused this Agreement to be approved or ratified in the manner prescribed by law and have authorized execution by the officers below.

SAMPSON COUNTY

_____
Edwin W. Causey, County Manager

ATTEST:

_____
Susan J. Holder, Assist. County Manager
Clerk to the Board

CARTERET COUNTY

_____
Tommy Burns, County Manager

ATTEST:

_____
Rachel Hammer, Clerk to the Board

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Property and Construction

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
LUKE O. HOFF, PE • Director

Tamra / e

COUNTY MANAGER'S OFFICE
MAR 11 2020
SAMPSON COUNTY

February 12, 2020

RECEIVED
FEB 18 2020
SAMPSON CO HEALTH DEPARTMENT

Sampson County Health Department
Attn: Ms. Wanda Robinson
360 County Complex Road, Suite 200
Clinton, North Carolina 28328

Subject: NC Department of Health and Human Services Lease Agreement
Division of Public Health
Children's Developmental Services Agency
Clinton, North Carolina

Dear Ms. Robinson:

Enclosed is a PO-28 form, which is needed to construct a new one (1) year lease agreement, for the 168 square foot lease located at 360 County Complex Road. Clinton, Sampson County. The State would welcome two (2), one (1) year renewal options, if your office is inclined to propose them. Also, enclosed are the Children's Developmental Services Agency lease specifications for a non-advertised lease that need to be brought to your attention and signed. Finally, the State Property Office is requiring a recent Fire & Safety Checklist for all proposals. Please complete all of the enclosed documentation and return to the DHHS Property Office for further handling.

If your office has any questions or concerns, then please contact the DHHS Property Office.

Regards,

David R. Krotoszynski,
DHHS Chief – Property Acquisition, Disposition and Risk Management

WWW.NCDHHS.GOV
TEL 919-855-4871 • FAX 919-733-5711
LOCATION: 2104 UMSTEAD DRIVE • ASHBY BUILDING • RALEIGH, NC 27603
MAILING ADDRESS: 3026 MAIL SERVICE CENTER • RALEIGH, NC 27699-3026
AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL. THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSAL FOR ANY REASON IT DEEMS WARRANTED. **FAXED OR E-MAILED PROPOSALS ARE NOT ACCEPTABLE.**

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28

1. NAME OF LESSOR:	2. LESSOR'S AGENT:
Sampson County Health Department	Ed Causey, Sampson County Manager

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: ___A. PROPRIETORSHIP _____B. PARTNERSHIP ____C. CORPORATION ___X__D. GOVERNMENTAL ___E. NON-PROFIT ____F. *** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES ____G. OTHER:_____ TAX I.D. # _____

MAILING ADDRESS: 360 County Complex Rd, Suite 200	MAILING ADDRESS
CITY: Clinton, N. C. ZIP: 28328	CITY: ZIP:
PHONE#: 910-592-1131 FAX#: 910-299-4977	PHONE#: FAX#:
E-MAIL: wrobinson@sampsonnc.com	E-MAIL:

3. SPACE LOCATION:(including building name, floors involved & suite or room numbers unless entire floor)
Health and Human Services Building, 2nd floor

STREET ADDRESS	CITY	COUNTY	ZIP CODE
360 County Complex Rd	Clinton, NC.	Sampson	28328

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED	A. OFFICE	B. WAREHOUSE	C. OTHER
	168		

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE	168	$3611.40	21.50	YES	YES	YES	6
WAREHOUSE							
OTHER							
TOTALS			XXXX	XXXX			XXXX

Lessor agrees to provide all parking spaces as set forth in the specifications (PO 27 Item VI –Parking)at no additional cost to the State. (Please clearly explain any variance in number, type or location in Comments or Additional Information below or on a separate, attached sheet).

Comments:

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)

(FOR PROPOSALS NOT INCLUDINING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE							
WAREHOUSE							
OTHER							
TOTALS			XXXX	XXXX			XXXX

Lessor agrees to provide all parking spaces as set forth in the specifications (PO 27 Item VI –Parking)at no additional cost to the State. (Please clearly explain any variance in number, type or location in Comments or Additional Information below or on a separate, attached sheet).

Comments:

7. LEASE TERM : 1 YEAR BEGINNING DATE: **July 1, 2020**

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:

Lease may be terminated with a 60 day written notice by either party.

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, waste paper and cardboard.

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos?	*YES* ___X_____	*NO*_____
Is the proposed building free of hazardous lead paint?	YES ___X_____	NO_____

DEPARTMENT:	DIVISION:
CITY:	SQUARE FEET: AGENT:
CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:	

LESSOR:

9. ADDITIONAL INFORMATION

10. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped and applicable sections of the State Building Code Volumes I-V?

X YES	NO	PARTIALLY

EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:

11. IS THIS PROPERTY TO BE LEASED WITHIN AN AREA DESIGNATED BY FEMA TO BE IN A FLOOD PRONE AREA (100 YEAR, 500 YEAR)? IF SO, PLEASE PROVIDE DETAILS BELOW.

12. This proposal is made in compliance with the specifications furnished by the Department of _____. I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until_____. I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.

I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):

_____

****(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.*

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Ed Causey
Printed Name of Lessor

_____ _____
Signature of Lessor Date

MAILING /DELIVERY INSTRUCTIONS

To be considered this proposal must be received by the State Property Office prior to 4:00 PM on the cutoff. No faxed or e-mailed proposals will be accepted. PHONE: 919-807-4650

Delivery Address If Delivered In Person: Director, State Property Office, Room 4055, Administration Building, 116 West Jones Street, Raleigh, North Carolina

Mailing Address If Sent Through Mail Service: State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321. Use of Mail Service Center may delay proposal reaching the State Property Office

ENVELOPE SHOULD BE MARKED:

(a) Lease proposal Enclosed
(b) Cutoff Date for Receiving Proposals
(c) Name of State Agency involved.

NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:

1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions.
2. Deduct from the Inside area the following:
   - *a. Toilets and lounges
   - *b. Entrance and elevator lobbies
   - *c. Corridors
   - d. Stairwells
   - e. Elevators and escalator shafts
   - f. Building equipment and service areas
   - g. Stacks, shafts, and **interior columns**
   - h. Other space not usable for State purposes

*Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.

DEPARTMENT:	DIVISION: Community Assistance/Energy
CITY:	SQUARE FEET: AGENT:
CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:	

FORM (PO-28) *(2018)*

SPECIFICATIONS FOR NON-ADVERTISED LEASES (LESSORS RESPONSIBILITY)

1. A floor plan to scale or one plan with room dimensions is required. Plan should show building exits for the proposed space and for building if space is part of a multi-tenant facility. Specify the year the building was constructed. Also, an AutoCad "DWG" file of the floor plan is to be provided.

2. Compliance with the State Building Code and Americans with Disabilities Act is required for all toilet facilities. The facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele.

3. Restroom(s) in close proximity to the waiting areas require a baby changing table.

4. All parking areas shall be adequately lighted and located within a reasonable distance of the office. Handicapped parking and easy building access is required.

5. Air conditioning and heating system shall only be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO_2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.

6. Telecommunication room temperature should be within a range of 65 degrees to a maximum of 72 degrees. This is a 24-hours per day, 7 days per week requirement. A separate HVAC system may be required to maintain this temperate range.

7. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.

8. Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including the provision for the handling of recycling items such as aluminum cans, carboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at-all-times.

9. Lessor shall be responsible for removal of debris, snow and ice in the parking area and sidewalks as quickly as possible to avoid work delays.

10. Lessor shall provide external sign that will provide easy identification of the office by the general public.

11. Locking hardware is required on all storage rooms, equipment rooms, file rooms, LAN room and doors between the waiting area and employee's areas, where applicable. Supply storage closets require shelving.

12. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.

13. Lessor shall shampoo all carpeted areas annually and wash/clean the outside of the building windows annually.

14. The per square foot price proposal is based on the floor plan and repair to lists agreed upon by the State of North Carolina and includes but not limited to: all partitions, demolition, and up fitting costs; building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.

15. Lessor shall provide all conduits and pull strings from above the ceiling to data outlet boxes. State to install wiring and cover plates.

Lessor is in agreement with the above conditions and the conditions of the also signed "Proposal to Lease to the State of North Carolina" Form PO-28.

_____ _____

Signature of Lessor Date

NORTH CAROLINA'S
SAMPSON COUNTY
ECONOMIC DEVELOPMENT COMMISSION

Perfectly Positioned.

ADVISORY BOARD BYLAWS

ARTICLE I – PURPOSE

The Sampson County Economic Development Commission Advisory Board (herein referred to as "the Board") is established by the Sampson County Board of Commissioners for the following purposes:

Section 1.: The Board will assist, in an advisory capacity, the Sampson County Economic Development Commission, and carry out any duty or assignment expressly delegated to it by resolution of the Sampson County Board of Commissioners.

Section 2.: The Board will study, plan and develop information that will provide and serve as resources to the Sampson County Economic Development Commission that will aid in the recruitment of new industry and that will aid and assist in the retention and expansion of existing industry.

Section 3.: The Board may offer suggestions that will improve the ability of the Sampson County Economic Development Commission to meet its goals and objectives as established by the Sampson County Board of Commissioners, which will be subject to approval by the Sampson County Board of Commissioners.

ARTICLE II -- MEMBERSHIP

Section 1. Board Membership: The make-up of the Board shall consist of business and industry, education, and government leaders.

Section 2. Number: The Board shall be comprised of nine voting members, of which eight will be appointed by the Sampson County Board of Commissioners.

Of the eight voting members appointed, five shall be a business or industry professional. Three shall be comprised of business or non-business members who have demonstrated or expressed an interest in economic development.

The Chair of the Sampson County Board of Commissioners or a Commissioner designee will be one of the nine voting members without regard to terms.

There will also be eleven non-voting members on the Board, without regard to terms, as follows:

- Sampson County Manager
- Sampson County Attorney
- Sampson County Economic Development Director
- Sampson County Economic Development Assistant Director
- Immediate Past Chair, EDC Advisory Board
- City Manager, City of Clinton

- President, Sampson Community College
- President or Executive Board Member, Clinton 100
- President or Executive Board Member, Western Sampson Commerce Group
- President or Executive Board Member, Clinton-Sampson County Chamber of Commerce
- President or Executive Board Member, Sampson County Transportation Advisory Group

Section 3. Term: Voting members will serve one 3-year term. Members must be off the Advisory Board at least one year between terms, unless appointed by the Sampson County Board of Commissioners to fill an existing term of another member.

Section 4. Removal: The Sampson County Board of Commissioners may remove a member of the Board if they miss three consecutive meetings without a valid excuse, or if their personal conduct or moral behavior is not in the best interest of the county.

Section 5. Compensation: No Board member shall receive compensation for any service he/she may render to the Board.

ARTICLE III -- MEETINGS

Section 1. Number: The Board shall meet bi-monthly and at other times when a meeting is called by the Chairman, Director of the Sampson County Economic Development Commission, or a majority of Board members. The first meeting in July of each year shall be designated as the annual meeting at which time officers shall be elected.

Section 2. Quorum: A simple majority of the voting members is required for the purpose of constituting a quorum.

Section 3. Location and Meeting Time: Meetings of the Board will be held at a place and time to be determined by the Director of the Sampson County Economic Development Commission or a majority vote of the Economic Development Commission Board members.

Section 4. Notice: Written and or electronic notice shall be delivered to each Board member not less than five business (5) days before the date of a meeting (notwithstanding emergency meetings). Meeting agendas are recommended, but not required, for meetings to be held.

Section 5. Public Meetings: All meetings of the Board shall be open to the public. The Board shall comply, at all times, with the Open Meetings Law.

ARTICLE IV – OFFICERS AND COMMITTEES

Section 1. Number: The officers of the Economic Development Commission Advisory Board will consist of the following: (1) Chair; (2) Vice-Chair; and (3) Secretary. In addition, the Board may elect other officers from time to time by resolution (vote). Each officer of the Board, except for the Secretary, shall be elected at the annual meeting of the Board.

Section 2. Chair: The Chair will be the executive officer of the Sampson County Economic Development Commission Advisory Board and will, subject to the control of the majority of the Board itself or subject to the control of the majority of members of the Sampson County Board of Commissioners, supervise and administer

the affairs of the Sampson County Economic Development Commission Advisory Board. The Chair of the Board will be in the last year of a 3-year term.

Section 3. Vice-Chair: The Vice-Chair will perform all duties and exercise all powers of the Chair in his/her absence. The Vice Chair will be in either the last two years of a 3-year term.

Section 4. Secretary: The Economic Development Director, who is Clerk to the Board, will serve as Secretary and will keep the minutes of all meetings of the Board, send notices of the meetings of the Board as required by law, and will be the custodian of the Board's records.

Section 5. Committees: The Board through its chair, majority of members, or by the Director of Economic Development Commission may create ad hoc teams and or working committees to assist the Board in furthering its purpose and objectives.

Non-board members may be invited to participate on ad hoc teams and working committees.

ARTICLE V -- OPERATIONS

Section 1. Fiscal Year: The fiscal year of the Board shall be July 1 to June 30 of each year, concurrent with the fiscal year of the County of Sampson.

Section 2. Books and Records: The Sampson County Finance Office will maintain current and complete books and all records of accounts according to G.S. 159 of the Budget and Fiscal Control Act.

Section 3. Personnel: The Sampson County Board of Commissioners will employ the Director and Assistant Director pursuant to the recommendation of the Sampson County Manager. All personnel actions shall follow the County of Sampson's Personnel Resolution. The Board may recommend employment of additional personnel as may be necessary (and appropriately budgeted) for the proper execution of the purposes and duties of the Board.

Section 4. Compliance: The Board shall, at all times, endeavor to operate the programs of the Sampson County Economic Development Commission in compliance with all city, county, state, and federal laws, ordinances, rules and regulations which are in effect.

Section 5. Contracts: The Board or its members shall have no authority to make binding contractual agreements on behalf of the Sampson County Economic Development Commission or Sampson County.

ARTICLE VI -- AMENDMENTS
Based on G.S. 153A-76, Sampson County Board of Commissioners may create, change, abolish, and consolidate boards, including changing the composition and manner of selection of boards.

IN WITNESS WHEREOF, these bylaws were amended this __ day of _____, 2020.

_____
Chair, Sampson County Board of Commissioners

_____
Secretary, Sampson County Board of Commissioners

Sampson County Finance Department

David K. Clack, Finance Officer

MEMORANDUM

TO: Board of County Commissioners

FROM: David K. Clack, Finance Officer

DATE: April 24, 2020

SUBJECT: NC AgVentures Program

Attached please find a grant agreement between the County and North Carolina State University for the NC AgVentures Program. NC AgVentures is an Extension program that provides grants to NC independent family farms for new and innovative agricultural project ideas which will increase farm profits. This is a great opportunity for any producer who is thinking of diversifying, improving, or expanding their operation.

We respectfully request that the Board approve the grant and authorize the County Manager to sign the grant agreement.

Contract Agreement

This contract is between Sampson County (the grant award recipient) and
North Carolina State University (NCSU), who is the program administrator and fiscal manager of the NC AgVentures program.

Source of Funds

This contract is made as a sub-grant of monies received from the NC Tobacco Trust Fund Commission to NCSU to fund a mini-grant program known as NC AgVentures. Both the NC Tobacco Trust Fund Commission and NCSU are agencies of the State of North Carolina and are subject to North Carolina laws and regulations. Copies of the agreement between NC Tobacco Trust Fund Commission and NCSU are available from: *Director of Business Operations for CALS College Advancement, College of Agriculture & Life Sciences*

Tasks of the Recipient:

- Provide at least 15 percent of the funding request.
- Complete a farm enterprise that will enhance the current farm operation and replace lost tobacco income. The project shall be conducted in accordance with the plan outlined in the proposal titled, NC AgVentures Grant Project, and in accordance with the provisions of this contract.
- Expenditure of grant funds must be in accordance with the budget line items presented in the approved proposal. Any changes must be approved in writing prior to incurring said expenses by an NC AgVentures representative.
- Recipient will discuss projects with an Extension representative either at the farm or by phone. A minimum of one on site farm visit is required.
- Provide a project update by June 30th and a Year-end report by Jan. 31.
- Keep accurate production and financial records on the project and supply a copy of those records with the final report.
- Provide a *copy* of receipts that show how the grant funds were spent.
- Conduct outreach activities to inform other farmers, business people, agricultural service providers and other interested parties about the project activities, impacts and lessons learned.
- Allow Extension to include the recipient project in public relations, outreach, demonstration and education in future years.
- Provide a project update one year after completion.
- The Recipient will meet all the requirements of the North Carolina State Auditor, including reporting, upon request, use of project funds to the State Auditor.
- Complete a survey that provides feedback about the program and results of their project.
- *Recipients will recognize NC AgVentures and the NC Tobacco Trust Fund Commission as the funders/supporters of the project in all materials/marketing/advertising used to promote the project.*
- *(NC AgVentures will provide appropriate logos and usage guide).*

Tasks of NCSU:

- NCSU awards a total of $3250 for this on-farm project or enterprise.
- Payment of $2437.5 (75 percent) will be made upon receipt of a signed copy of this contract and a completed W-9. Recipient must submit forms to a NCSU representative.
- NCSU will make a second payment of $650 (20 percent) upon receipt of the project update. (By 6-30-20)
- The final $162.5 (5 percent) will paid upon the project completion, after final financial reports & survey are submitted provided that the Recipient has satisfactorily performed the tasks specified above AND that all funds have been properly expended in accordance with this agreement, as determined by a NCSU representative. (By EOY 2020)
- Any grant funds not spent and accounted for in the report due will be returned to NCSU. NCSU may decline to disburse monies if the Recipient cannot show to the satisfaction

  of NCSU that the grant monies have been spent to accomplish the terms of this Agreement. Any unexpended funds remaining at the termination of this agreement must be returned to NCSU.
- Failure by the Recipient to spend project funds in accordance with this agreement may result in legal action to recover funds spent inconsistently with these terms and conditions without further notice.

Other Conditions and Provisions:

The Recipient shall be an independent contractor and shall not act as an employee or agent of NCSU. NCSU affiliates or the Commission assume no liability with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims or losses arising out of any activities undertaken under this Agreement, with respect to persons or property of the Recipient or third parties. The Recipient agrees to indemnify, defend and save harmless NCSU, its affiliates, the Commission and its officers, agents and employees from any such claims.

At the request of NCSU or the Commission, the Recipient shall place signage at the Project site identifying it as receiving Commission funds. The signage shall be in mutually agreeable writing, and format.

The Recipient may publish or arrange for publication of information resulting from work carried out as part of this agreement. However, the information shall not be marketed for profit by the Recipient.

The Recipient agrees to indemnify, NCSU and its affiliates, the Commission, it officers, agents and employees against any liability, including costs and expenses and attorney's fees for his or her violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance use or disposition of any information published resulting from the work under this Agreement or based on any libelous or other unlawful material contained in such information.

If work done as part of this grant project results in any intellectual property right, the Recipient hereby grants to NCSU and the Commission an assignable royalty-free, non-exclusive irrevocable license to publish, translate, reproduce, deliver, perform or use the material covered by the intellectual property right.

Any property purchased or leased by the Recipient related to this contract or with any proceeds of this contract shall be the obligation of the Recipient. NCSU shall have no responsibility, title or interest to this property.

The obligation of NCSU to pay any amounts under this agreement is contingent upon the availability of funds to support the project. In the event that funds for this project become unavailable, NCSU may terminate this agreement immediately upon notice to the Recipient. In the event of notice of the unavailability of funds, all obligations of NCSU to make payments under this agreement shall cease as of the termination date except for such work as shall have already been performed prior to the termination date.

In the event that the Recipient breaches any of the material terms or conditions of this Agreement, the Recipient agrees to repay to NCSU or the Commission the full amount of sums awarded and any interest that has accrued on that sum.

The Recipient agrees to notify a representative of the NC AgVentures Program at NCSU immediately, in the event that the Recipient becomes unable to meet all requirements of this written contract.

Notices:

Notice to NC AgVentures shall be given to:
Jackie Miller, Project Coordinator for NC AgVentures
NCSU Campus Box 7653
Raleigh, NC 27695

Signature Page

_____

Grant Recipient: First, Middle and Last name

414 Warsaw Rd.

Mailing address

Clinton, NC 28328

City, State and Zip

3/24/2020

Date

NCSU

_____

Name

19-20-15

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

FROM: Sarah W. Bradshaw — 24-Apr-20

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

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

Expenditure Account	Expenditure Account Description	Increase	Decrease
13554510-544020	Contract Services Transportation	$65,000.00	

Revenue Account	Revenue Account Description	Increase	Decrease
13535450-403304	Title XIX Transportation	$65,000.00	

2. **Reason(s) for the above request is/are as follows:** To cover anticipated expenses for the balance of the fiscal year.

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 4/24, 2020

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. _____, 20____

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

(County Manager & Budget Officer)

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

FROM: David K. Clack, Finance Officer

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

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

Expenditure Account Code	Description (Object of Expenditure)	Increase	Decrease
111410300-599900	Disaster relief	50,000.00	

Revenue Account Code	Source of Revenue	Increase	Decrease
11033010-402605	Federal FEMA funds	50,000.00	

2. Reason(s) for the above request is/are as follows:
To budget funds to pay costs related to COVID-19 pandemic.

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 4/24, 2020

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. _____, 20____

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

(County Manager & Budget Officer)

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO: 9/17/2019 (Date)

FROM: Sampson County Health Department

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

1. It is requested that the budget for the Salary Control/Allocation Department be amended as follows:

Expenditure Account	Expenditure Account Description	Increase	Decrease
12551010-512100	SALARIES		39,459.00
12551010-518100	FICA		2,447.00
12551010-518120	MEDICARE FICA		573.00
12551010-518200	RETIREMENT		2,984.00
12551010-518300	GROUP INSURANCE		9,288.00
12551010-518400	DENTAL INSURANCE		350.00
12551010-518901	401K		2,960.00
12551020-512100	SALARIES	39,459.00	
12551020-518100	FICA	2,447.00	
12551020-518120	MEDICARE FICA	573.00	
12551020-518200	RETIREMENT	2,984.00	
12551020-518300	GROUP INSURANCE	9,288.00	
12551020-518400	DENTAL INSURANCE	350.00	
12551020-518901	401K	2,960.00	

Revenue Account	Revenue Account Description	Increase	Decrease

2. Reason(s) for the above request is/are as follows:
Move funds to salary & fringe - New PHPR - COVID-19 Response Funds

Page 2

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 4/24, 2020

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. _____, 20____

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

(County Manager & Budget Officer)

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO: 4/20/2020

FROM: SAMPSON COUNTY HEALTH DEPARTMENT — Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

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

Expenditure Account	Expenditure Account Description	Increase	Decrease
12551920-512100	SALARIES	39,459.00	
12551920-518100	FICA	2,447.00	
12551920-518120	MEDICARE FICA	573.00	
12551920-518200	RETIREMENT	2,984.00	
12551920-518300	GROUP INSURANCE	9,288.00	
12551920-518400	DENTAL INSURANCE	350.00	
12551920-518901	401k	2,960.00	
12551920-526200	DEPARTMENT SUPPLIES	5,000.00	
12551920-523900	MEDICAL SUPPLIES	5,000.00	
12551920-519300	MEDICAL SERVICES	4,000.00	
12551920-529702	LAB SERVICES	8,000.00	

Revenue Account	Revenue Account Description	Increase	Decrease
12535192-404000	STATE ASSISTANCE	80,061.00	

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

TO ALLOCATION NEW STATE FUNDING FOR COVID-19 RESPONSE

Wanda Gibson
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 4/24, 20 20

MACH
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. _____, 20____

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

_____
(County Manager & Budget Officer)

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

FROM: Anna Ellis

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

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

Expenditure Account	Expenditure Account Description	Increase	Decrease
11243800-526200	DEPTARTMENTAL SUPPLIES	1,025.00	

Revenue Account	Revenue Account Description	Increase	Decrease
11034380-408401	Donations	1025.00	~~1,025.00~~

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

Anna Ellis
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 4/24, 2020

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. _____, 20____

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

(County Manager & Budget Officer)

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

FROM: Veterans Service Office 4/15/2020

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2019-2020

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

Expenditure Account	Expenditure Account Description	Increase	Decrease
11558200-526200	Dept. Sujpplies/ Equip.	~~2,181.78~~ 2182.00	

Revenue Account	Revenue Account Description	Increase	Decrease
11035820-403615	Veterans Grant	2182.00	~~2,181.78~~

2. Reason(s) for the above request is/are as follows:
Cover funds to purchase a new computer to replace out dated computer

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 4/24, 2020

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. _____, 20____

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

(County Manager & Budget Officer)

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO: 03/23/20

FROM: Eileen Coite — Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for Fiscal Year 2019-2020

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

Expenditure Account	Expenditure Account Description	Increase	Decrease
11449500-526200	DEPARTMENTAL SUPPLIES	6475.00	
11449500-529900	MISC EXPENSES	1900.00	
11449500-541000	RENTAL FEES BUILDINGS	850.00	
04449560-526200	DEPARTMENTAL SUPPLIES		3000.00
04449560-537000	ADVERTISING		500.00

Revenue Account	Revenue Account Description	Increase	Decrease
11034950-408900	MISC REVENUE COOP EXTENSON	9,225.00	
04034956-404010	REVENUE LAGOON MGMT		3,500.00

2. Reason(s) for the above request is/are as follows:
INCREASE IN REVENUE DUE TO AG DAY 2020 EVENT.
CONSOLIDATION OF ALL AG DAY EXPENSES AND REVENUES TO ONE BUDGET.

Eileen A. Coite
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 4/24, 2020

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. _____, 20____

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

(County Manager & Budget Officer)

PUBLIC COMMENT POLICIES AND PROCEDURES
Revised June, 2018

In accordance with NCGS 153A-52.1, a period reserved for comments from the public on topics not otherwise included on that evening's agenda will be included as an item of business on all agendas of regularly-scheduled Board of Commissioners meetings and shall be deemed the "Public Comment" segment of the agenda. The Public Comment segment of the agenda will be placed at the end of the agenda, following the conclusion of all other open session business. Because subjects of Special and Emergency Meetings are often regulated by General Statutes, there will be no Public Comments segment reserved on agendas of these meetings; however, Special and Emergency Meetings are open for public attendance.

As with public hearings, the Chair (or presiding officer) will determine and announce limits on speakers at the start of the Public Comment period. Each speaker will be allocated no more than five (5) minutes. The Chairman (or presiding officer) may, at their discretion, decrease this time allocation if the number of persons wishing to speak would unduly prolong the meeting. A staff member will be designated as official timekeeper, and the timekeeper will inform the speaker when they have one minute remaining of their allotted time. When the allotted time is exhausted, the speaker will conclude their remarks promptly and leave the lectern. Speakers may not yield their time to another speaker, and they may not sign up to speak more than once during the same Public Comment period.

An individual wishing to address the Board during the Public Comment period shall register with the Clerk/Deputy Clerk to the Board prior to the opening of the meeting by signing his or her name, and providing an address and short description of his or her topic on a sign-up sheet stationed at the entrance of the meeting room. Any related documents, printed comments, or materials the speaker wishes distributed to the Commissioners shall be delivered to the Clerk/Deputy Clerk in sufficient amounts (10 copies) at least fifteen minutes prior to the start of the meeting. Speakers will be acknowledged to speak in the order in which their names appear on the sign-up sheet. Speakers will address the Commissioners from the lectern, not from the audience, and begin their remarks by stating their name and address.

To ensure the safety of board members, staff and meeting attendees, speakers are not allowed to approach the Board on the seating platform, unless invited by the Board to approach.

Speakers who require accommodation for a disabling condition should contact the office of the County Clerk or County Manager not less than twenty-four (24) hours prior to the meeting.

If time allows, those who fail to register before the meeting may be allowed speak during the Public Comment period. These individuals will be offered the opportunity to speak following those who registered in advance. At this time in the agenda, an individual should raise his or her hand and ask to be recognized by the Board Chair (or presiding officer) and then state his or her name, address and introduce the topic to be addressed.

A total of thirty (30) minutes shall be set aside for public comment. At the end of this time, those who signed up to speak but have not yet been recognized may be requested to hold their comments until the next meeting's public comment period, at which time they will be given priority for expression. Alternatively, the Board, in its discretion, may extend the time allotted for public comment.

Items of discussion during the Public Comment segment of the meeting will be only those appropriate to Open Meetings. Closed Meeting topics include, but are not limited to, such subjects as personnel, acquisition of real property, and information protected by the client-attorney privilege. Closed Meeting subjects will not be entertained. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Board.

Speakers will be courteous in their language and presentation, shall not use profanity or racial slurs and shall not engage in personal attacks that by irrelevance, duration or tone may threaten or perceive to threaten the orderly and fair progress of the discussion. Failure to abide by this requirement may result in forfeiture of the speaker's right to speak.

The Public Comments segment of the agenda is intended to provide a forum for the Board of Community to listen to citizens; there shall be no expectation that the Board will answer impromptu questions. However, Board members, t hrough the presiding officer, may ask the speaker questions for clarification purposes. Any action on items brought up during the Public Comment period will be at the discretion of the Board. When appropriate, items will be referred to the Manager or the proper Department Head for further review.

A copy of the Public Comments Policy will be included in the agenda of each regular meeting agenda and will be made available at the speaker registration table. The policy is also available on the County's website.