



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

Invocation and Pledge of Allegiance

Approval of Agenda

**Item 1 Consent Agenda**

Pages: 1-17

- a. Approve the minutes of the April 15, 2025 and May 5, 2025 meetings
- b. Authorize the service weapon used by Frederick Hayes (Sig Sauer P320 9mm Serial Number: 58J620136) to be declared as surplus and allow it to be transferred to the retiring officer
- c. Approve tax refunds and releases as submitted
- d. Approve budget amendments as submitted

**Item 2 Updates and Presentations**

**a. Ivanhoe Water Project Update**

Presenter: Mark Turlington, Public Works Director

Pages: N/A

**Item 3 Action Items (as Board of Health)**

**a. Opioid Resolution MOA – Authorization and Budget**

Presenter: Kelly Parrish, Director of Nursing

Pages: 18-19

**Item 4 Action Items (as Board of Commissioners)**

**a. Contract for Airfield Lighting and Signage Improvements at the Clinton-Sampson Airport between Avcon, Inc., the City of Clinton, and Sampson County**

Presenter: Paul Allen, County Attorney

Pages: 20-34

**b. Fire Service Contract Amendments for Godwin-Falcon Fire Department and Smith's Chapel Fire Department**

Presenter: Jeffrey Hudson, Interim County Manager

Pages: 35-44

**c. Alternative Fire Contracts for Piney Grove Fire Department and Turkey Fire Department**

Presenter: Jeffrey Hudson, Interim County Manager

Pages: 45-64

**d. Purchase and Use of New Voting System, ES&S EVS 5.2.4.0, for the Sampson County Board of Elections**

Presenter: Niya Rayner, Elections Director

Pages: 65-87

- e. Acceptance of Homeland Security Grant Funds to be used for the procurement of a new election management system**

Presenter: Niya Rayner, Elections Director

Pages: 88

- f. Request by the Clinton-Sampson Volunteer Rescue Squad to Serve Sampson County**

Presenter: Paul Allen, County Attorney

Pages: 89-103

- g. Resolution Regarding Working Inmates**

Presenter: Jimmy Thornton, Sheriff; Jeffrey Hudson, Interim County Manager

Pages: 104

- h. Set Special Meetings for Budget Workshops and Public Hearing on the FY26 Budget**

Presenter: Jeffrey Hudson, Budget Officer

Pages:

- i. Celebration of June 19, 2025 as Juneteenth in Sampson County**

Presenter: Jeffrey Hudson, Interim County Manager

Pages: 105

**Item 5 Board Appointments**

Presenter: Eric Pope, Vice Chairman

Pages: 106-109

- Fire Commission
- Convention and Visitors Bureau
- Economic Development Board
- Airport Advisory Board

**Item 6 Proposed FY25-26 Budget Presentation**

Presenter: Jeffrey Hudson, Budget Officer

Pages: N/A

**Item 7 Public Comment Period**

**Item 8 County Manager's Comments**

**Item 9 Commissioner's Comments and Reports**

**Item 10 Closed Session**

- NCGS § 143-318.11(a)(6) - Personnel

**Adjournment**

The Sampson County Board of Commissioners convened for a special called meeting at 4:00 p.m. on Tuesday, April 15, 2025, in the Administrative Board Room, 406 County Complex Road, Clinton, North Carolina. Members present: Chairman Allen McLamb, Vice Chairman Eric Pope, and Commissioners Houston Crumpler, III, Thaddeus Godwin, and Lethia Lee.

Chairman McLamb called the meeting to order and acknowledged Commissioner Godwin who provided the invocation and led the Pledge of Allegiance.

### **Approval of Agenda**

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

### **Item 1: Presentations**

The Board received informative presentations on the operations and services provided by the Sampson County Health Department, Sampson County Department of Social Services, and Sampson Regional Medical Center. Health Director Wanda Robinson and Tamra Jones presented for the Health Department, Social Services Director Patty Santos along with several key staff members presented for DSS, and Chief Medical Officer and Chief Executive Officer Shawn Howerton and Chief Financial Officer Jerry Heinzman presented for Sampson Regional Medical Center.

### **Adjournment**

Upon a motion by Commissioner Godwin and seconded by Vice Chairman Pope, the Board voted unanimously to adjourn.

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C. Allen McLamb, Chairperson

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Stephanie P. Fulton, Clerk to the Board

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, May 5, 2025, in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Allen McLamb, Vice Chairman Eric Pope and Commissioners Houston Crumpler III, Thaddeus Godwin, and Lethia Lee.

Chairman McLamb called the meeting to order and acknowledged Vice Chairman Pope who called upon Lt. Col. John Pendell of the Clinton High School JROTC. The Clinton High School JROTC presented the colors and Lt. Col. Pendell led the Pledge of Allegiance. Mr. Darryl Price of the Sampson County Veterans Council provided the invocation.

### **Approval of Agenda**

Upon a motion by Vice Chairman Pope and seconded by Commissioner Godwin, the Board voted unanimously to remove Item 3 from the agenda and to revisit this appointment at the June meeting. Upon a motion by Commissioner Crumpler and seconded by Commissioner Godwin the Board voted unanimously to approve the agenda as amended.

### **Item 1: Consent Agenda**

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

*(as Board of Commissioners)*

- a. Approved the minutes of the April 7, 2025 meeting (Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)
- b. Authorized the execution of the North Carolina Housing Finance Agency Urgent Repair Program (URP26) Post-Approval Documentation
- c. Approved tax refunds and releases as submitted
- d. Approved budget amendments as submitted

*(as Board of Health)*

- e. Approved the SCHD Fees/CPT Code Update

### **Item 2: Action Items**

Discussion and Review of Fire Contract Amendments and Fire Tax Rates Chairman McLamb called upon Interim County Manager Jeffrey Hudson who reviewed information presented at the Fire Commission meeting held on April 29, 2025. Mr. Hudson presented the Amended Fire Contracts and Fire Tax Rates for the following fire departments: Autryville, Clement, Clinton, Faison, Garland, Halls, Harrells, Herring, Jordan Chapel, Newton Grove, Plain View, Roseboro, Salemburg, and Spivey's



Corner. Upon a motion by Commissioner Crumpler and seconded by Commissioner Godwin the Board voted unanimously to approve the Amended Fire Contracts as presented.

Consideration of Public School Funding Formula Chairman McLamb called upon Interim County Manager Jeffrey Hudson who presented information on a proposed Public School Funding Formula. Mr. Hudson explained that both the Clinton City Schools and Sampson County Schools Boards of Education had voted to adopt the funding formula as proposed. He went on to add that creating a jointly-adopted school funding formula creates budgetary certainty for the years to come. Upon a motion by Commissioner Godwin and seconded by Commissioner Lee the Board voted unanimously to adopt the Public School Funding Formula and authorize the Chairman of the Board of Commissioners to execute the policy. Following the adoption of the funding formula, the Superintendents and Boards of Education from Sampson County Schools and Clinton City Schools were invited to join the Chairman for the official signing and photographs.

Requested Move of the Board of Elections and Creation of a Development Center Chairman McLamb called upon Interim County Manager Jeffrey Hudson who proposed moving the Sampson County Board of Elections Office to the space vacated by the Veteran's Services Office and the County's IT Department. This would allow Environmental Health, Building Inspections, and Planning to be co-located more efficiently in a building with a larger, consolidated citizen service area. Upon a motion by Commissioner Godwin and seconded by Commissioner Crumpler the Board voted unanimously to assign the office space currently occupied by Veteran's Services and IT to the Board of Elections, authorized the Board of Elections to continue using the space at the Sampson County Expo Center for early voting, and authorized the vacated Board of Elections space to be used for Planning, Inspections, and Environmental Health as the Development Center.

Lease of County Property – Tarheel Challenge Academy Chairman McLamb called upon Clerk to the Board Stephanie Fulton who reviewed a proposed lease renewal between Sampson County and the North Carolina Department of Administration on behalf of the Department of Public Safety, Division of National Guard, Tarheel Challenge Academy. Mrs. Fulton stated that the lease would be renewed for an additional ten years and that all terms and conditions of the lease would remain the same during the renewal period. Upon a motion by Vice Chairman Pope and seconded by Commissioner Godwin, the Board voted unanimously to approve the lease renewal as requested by the North Carolina Department of Administration.

Purchase of Property from Town of Roseboro for Future EMS Building Chairman McLamb called upon Public Works Director Mark Turlington who shared that the Roseboro Town Council voted to sell a parcel of land to the County for a future EMS building. This project has been underway for over a year and the funds to purchase the property are in the County's current budget. The purchase of this property would allow the County to stop leasing property and eventually operate its own EMS station. Upon a motion by Commissioner Crumpler and seconded by Commissioner Godwin the Board voted unanimously to approve the purchase of property from the Town of Roseboro at a price of \$20,000.

Update on Ivanhoe Water Project Public Works Director Mark Turlington provided an update on the ongoing Ivanhoe Water Project.

Sampson County Contracts Policy Chairman McLamb called upon Finance Officer Melissa Burton who reviewed the proposed Contracts Policy. Upon a motion by Commissioner Crumpler and seconded by Commissioner Godwin the Board voted unanimously to approve the Contracts Policy as presented.

Revised and Updated Sampson County Purchasing Manual Finance Officer Melissa Burton reviewed proposed revisions and updates to the Sampson County Purchasing Manual. Upon a motion by Commissioner Godwin and seconded by Vice Chairman Pope the Board voted unanimously to approve the Revised and Updated Purchasing Manual as presented.

Board Appointment Policy Chairman McLamb called upon County Attorney Paul Allen who reviewed the proposed Board Appointment Policy. Upon a motion by Commissioner Crumpler and seconded by Vice Chairman Pope the Board voted unanimously to approve the Board Appointment Policy as presented.

Adopt a Proclamation Recognizing May as Older Americans Month Chairman McLamb called upon Aging Director Dana Hall who presented a Proclamation Recognizing May as Older Americans Month. Upon a motion by Vice Chairman Pope and seconded by Commissioner Crumpler the Board voted unanimously to adopt the proclamation as presented.

### **Item 3: Public Comment Period**

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

Nathaniel Carter, 82 Crumpler Mill Road, Roseboro, NC – “Mr. Chairman, Mr. Co-Chair, Fellow Commissioners, and Mr. Hudson, I first wish to extend my gratitude for your service and the open-style communication that your leadership affords Sampson County and her residents. I remain confident that I speak for the majority of District 3 when I say that we certainly appreciate Mr. Crumpler and his outreach approach to local government and county business. So again, we thank you. Mr. Chairman I come here this evening to bring awareness for a global pandemic that now affects Sampson County and our local communities. Roadway litter. That is, trash in general. Roadway litter characterizes a controllable condition that harms everyone equally, presents imminent harm to people, wildlife, and the marine ecosystem, detracts businesses, incentivizes crime, poses a grave danger to rivers, lakes, waterways, and oceans, costs millions and millions of dollars for cleanup, diminishes self-pride and confidence, and presents direct and indirect complications for physical and mental health as well as economic longevity and general survivability. In fact, according to Deep Blue Sea, in 2016 the amount of plastic pollution entering marine environments annually was an estimated 9 to 23 million tons and without intervention that number is expected to rise to about 53 million tons per year by 2030. Likewise, some studies elicit positive correlations that link litter to physical health, which yields to probabilities suggesting the lack of litter intervention may catalyze long-term consequences such as infertility, cardiovascular issues, and cancer. For your review I’ve provided electronic documentation in the form of a literature review styled informative that addresses the implications of roadway litter should we continue upon our current trajectory. Along with a summary of findings, you will find a PowerPoint presentation that offers mitigation solutions whereby neighboring counties have adopted measures that successfully address such trashy behaviors. I encourage you to review the material at your earliest convenience and I look forward to all proposals by this commission in using every necessary power invested to take out the trash in Sampson County once and for all. Thank you for your time and I appreciate you allowing me the opportunity to share this with you this evening. Thank you.”

Elaine F. Hunt, 7171 Old Warsaw Road, Turkey, NC – “Good evening. I was here mainly to get an update and to get acknowledgement of the grant application being submitted so I thank Mr. Turlington

for giving that information before I stood and we thank him for all that he is doing along with the commissioners. You feel good about the application, we're going to feel good too but while we wait, we're also going to pray. And again, I thank you for letting us know that the grant application was submitted Wednesday, which was April 30, the deadline. Thank you."

Anthony Monds – "Good evening. I'm not speaking to you all this evening, I'm speaking to that camera. So, with that being said, this is where I thrive. You know I was on television for five years. So, this is an issue that I've discussed with individuals, each one of you individually. I'm not going anywhere. It's still the same issue. Your DSS Department is extremely corrupt so those of you who are looking live or are looking at this at a later date, I'm going to ask you to get in touch with me 910-286-6604. There's a major issue there being other individuals been going through the same thing that my family and I have endured for four years. This is a major issue in Sampson County and just as I stated back in November when the current director was stepping down I said there would be no change. It's gotten worse, and this is intel from inside. There's no point in going to the Human Resources office because I have dealt with that particular individual and there's, as I said before and I've said many times, if you have cancer you want it all out. Now, the honeymoon is over. I understand that the budget has been done and you all have gotten your feet wet so let's deal with some other issues that are prevalent concerning the citizens of Sampson County. Once again, I'm speaking to the camera. If you have had any dealings with the DSS department of Sampson County please get in touch with me because we're placing and putting together a radical movement and there have been individuals who have reached out to me personally who is just like our story but they have taken out our names and placed their names in it. I'm trying to stay as cordial as possible because unless you've been where I've been and dealt with what I've dealt with you really don't understand. If you haven't lost a loved one to cancer or some time of ailment you don't know what the person is going through until your child, grandchild, or whatnot has been taken through unscrupulous activities and corruption and the list goes on and on and on and on. Now, the gloves are off. Now, I've been as patient as possible with this county. And so, once again, if you have had an issue with DSS in Sampson County get in touch with me. 910-286-6604. This is a movement that is about to burst. Thank you. Y'all have a blessed evening."

Larry Sutton – "Good evening, Mr. Chairman and commissioners and other support staff members. I want to first of all extend my support to the gentleman who mentioned the idea about the clean-up campaign for Sampson County and I would also like to extend my continued support for the water infrastructure projects that are being planned hopefully for Sampson County and anything that's positive and uplifting for Sampson County, include me in that as well. And tonight, I'm going to be a little different. I'm going to illustrate this facsimile of the American Flag. I know it's turned upside down...for a purpose. It's upside down because I want to express my distress over what's happening, primarily on a national level with our politics in this country and my fear is what's happening on the national level is going to trickle down to the state and the county as well. I have no doubt that the policies and programs that are being cut, that are being gutted on the national level are going to eventually impact us here locally as well. It's coming. Brace yourself. And I am concerned and I hope you all are as well because I don't have very many pleasant words to describe what's happening on the national scene. Words like 'lawless' come to mind. Words like 'reckless' come to mind. So tonight, I want to express my distress on the plight of America during these last 100 days in this country and I hope it doesn't affect us here locally too much, but when it does, be forewarned. We are living in perilous times, and I hope you are aware of that and will take actions to address it in the future. Thank you."

Delbridge Peterson – “Y’all know everybody in the county that their property has doubled in value and a lot of people, the older people ain’t able to work now and during the 70s they were fighting 21.5% interest. They lost farms, they lost homes, and then in the 80s the financial nation like to have collapsed and few on them had retirements and the companies filed bankruptcy and some of them has had to drop their homeowner’s insurance, some of them has had to drop their supplement insurance. Their homeowners, everything’s gone up and everybody’s has it ain’t just senior citizens and their income was raised 2.5 and the county’s wanting more tax money they say, way back there, I don’t know where they are or they ain’t but they can’t afford no more taxes and it says ‘if you don’t pay it, we’re going to sell your stuff’ and so I would suggest if that happens you need to be seeing if you can get some grant money and build a senior citizens home to move them in. And you should not, ever who passed those laws whether it’s y’all or the state, they should be the one to have to go out there to drag them out of the house when it’s sold and not send the sheriff’s deputy out there and endanger their life. So, senior citizens in the county and the state need to wake up and quit watching tv and come over here and try to explain it and you only got three minutes to say something and it should be able to get four minutes if you need it. I thought we’re supposed to have freedom of speech in this nation, but they only let you speak just three minutes and everybody taxpayers. And anybody that wants their taxes raised next fall raise your hand. So that looks like it was anonymous don’t it?”

**Item 7: County Manager’s Report**

Chairman McLamb called upon Interim County Manager Jeffrey Hudson who discussed the ongoing problem of animal waste spills. He also discussed reorganized county departments, the hiring freeze, and reiterated that no county employees lost jobs due to the reorganization. This reorganization allowed county employees to retain their jobs and benefits while cutting costs through attrition. The Board addressed questions from members of the audience regarding the animal waste spills and possible courses of action. Commissioner Crumpler raised concerns about lifting the hiring freeze too quickly. Mr. Hudson stated that the attrition has allowed him to balance the budget equitably and that he believes it’s important for the county to continue to provide services and have the personnel necessary to do so.

**Item 8: Commissioners’ Comments and Reports**

The Board continued to discuss the hiring freeze and commended the work done by department heads and county staff to make the upcoming budget as efficient as possible. Mr. Hudson suggested that department heads not issue offers of employment before he personally reviewed them to insure that unnecessary tax dollars were not being expended.

**Item 9: Closed Session – N.C.G.S. § 143-318.11(a)(6) - Personnel**

Upon a motion made by Commissioner Crumpler and seconded by Commissioner Godwin the Board voted unanimously to enter into Closed Session. Upon a motion by Vice Chairman Pope and seconded by Commissioner Crumpler the Board voted unanimously to come out of Closed Session. Upon a motion by Commissioner Godwin and seconded by Commissioner Crumpler the Board voted unanimously to amend the County Attorney’s contract, adjusting the residency requirements.

## Adjournment

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

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C. Allen McLamb, Chairman

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Stephanie P. Fulton, Clerk to the Board



***Sampson County Finance Department***  
***Melissa Burton, Finance Officer***

***M E M O R A N D U M***

**TO:** Board of Commissioners

**FROM:** Melissa Burton, Finance Officer

**DATE:** May 21, 2025

**SUBJECT:** Surplus Weapon

The Sheriff's Department has requested that we declare the service weapon used by Frederick Hayes surplus and allow it to be transferred to the retiring employee. The weapon is a Sig Sauer P320 9mm, serial number 58J620136.

We respectfully recommend that the Board approve this request.

Sampson County  
Property Disposal/Transfer Form

Memo:

To: Finance Officer  
From: Jimmy Thornton  
Date: 05/14/2025  
RE: Request to Surplus/Transfer Equipment/Property

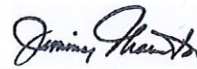
1. It is requested you **SURPLUS** the following property:

Description of Equipment Property	# of Units	ID # (s)

\_\_\_\_\_  
Signature of Department Head

2. It is requested you **TRANSFER** the following property:

Description of Equipment Property	Transfer to	ID # (s)
Sig Sauer P320 9mm	Frederick Hayes	58J620136

  
\_\_\_\_\_  
Signature of Department Head

3. Recommended for approval/disapproval on above on 5 / 21 / 25

  
\_\_\_\_\_  
Signature of Finance Officer

4. Maintenance acknowledges receipt of property disposal form and has taken subsequent action on the following:

Description of Equipment Property	# of Units	ID # (s)

\_\_\_\_\_  
Signature Maintenance Dept.

Date:        /        /



**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: Melissa Burton

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2024-2025

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558680-526200	Dept. Supplies	3,135.00	


<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035868-408401	Donations	3,135.00	

2. Reason(s) for the above request is/are as follows:  
To budget donations for Senior Center and Health Fair

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

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

5/21, 2025  
  
\_\_\_\_\_  
(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:

May 15, 2025

FROM: Dana Hall, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2024-2025

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558670-526200	HOME REPAIRS - DEPT. SUPPLIES	\$ 644.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035867-408403	HOME REPAIRS - FAN PROJECT	\$ 644.00	

2. Reason(s) for the above request is/are as follows:  
TO BUDGET FOR STATE FAN GRANT, OPERATION HEAT RELIEF

Dana Hall

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

5/21, 2025

Melisse Butler

(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: Melissa Burton

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2024-2025

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
05558320-544000	Contracted Services		1,800.00

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
05035832-409900	Appropriated Fund Balance		1,800.00

2. Reason(s) for the above request is/are as follows:  
Reduce budget to correct amount

Melissa Burton  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

5/21, 2025  
Melissa Burton  
(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:

May 7, 2025

FROM: Dana Hall, Director of Recreation & Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2024-2025

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11761201-544000	CONTRACTED SERVICES	\$ 1,650.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11036120-442005	SBALL FEES	\$ 1,650.00	

2. Reason(s) for the above request is/are as follows:  
Budget additional softball fees received.

Dana Hall

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

5/21, 2025

Melissa Butler

(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: Melissa Burton

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2024-2025

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11558200-512100	Salaries	8,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11035820-408401	DONATIONS	8,000.00	

2. Reason(s) for the above request is/are as follows:  
Record receipt of donations to the Veterans Department



(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

5/21, 2025



(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: Melissa Burton

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2024-2025

1. It is requested that the budget for the Sampson Community College Department  
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
21959220-582096	SCC Reserve		112,500.00
21959220-582097	Transfer to General Fund	200,000.00	
11659220-558255	Cap Outlay - HVAC	200,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
21935922-409900	Fund Balance Appropriated	87,500.00	
11035900-409600	Transfer from SCC Capital Reserve	200,000.00	

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

Transfer requested funds to Sampson Community College for boiler repairs from capital reserve.

Melissa Burton

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

5/21, 2025

Melissa Burton

(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: Melissa Burton

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2024-2025

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11141300-512200	Overtime Salaries	13,963.00	
11141300-599900	Disaster Relief	8,929.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11033010-402605	Federal FEMA Funds Disaster	22,892.00	

2. Reason(s) for the above request is/are as follows:  
Record receipt of FEMA funds for TS Debby reimbursed to the county.

Melissa Burton

(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

5/21, 2025

Melissa Burton

(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

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

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

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

**TAX REFUNDS AND RELEASES**  
**AGENDA DATE: JUNE 2, 2025**

REFUND/RELEASE	REFUND NUMBER	TAXPAYER	TAXPAYER ADDRESS	REFUND/RELEASE AMOUNT	JUSTIFICATION	CHECK NUMBER
REFUND	10889	MERLE BUNCE WILLIAMS	314 GLOVER RD, DUNN NC 28334	\$130.01	2020 JEEP, SOLD, TAG TURNED IN, VEW9222	
REFUND	10871	TAYLOR LEWIS CALCUTT	111 WALNUT GREEN LN, DUNN NC 28334	\$187.11	2018 GMC, SOLD, TAG TURNED IN, JLS2077	
REFUND	10863	MATTHEW DOYLE SMITH	1555 BENSON HWY, DUNN NC 28334	\$155.56	2023 GENESIS, SOLD, TAG TURNED IN, KFX6282	
REFUND	10878	LINWOOD EARL REYNOLDS	1435 HOLLERIN RD, DUNN NC 28334	\$208.09	2020 FORD, TOTALED, TAG TURNED IN, TR7948	
REFUND	10880	JUSTIN EDWARD PARKER	1526 OLD RALEIGH RD, CLINTON NC 28328	\$119.43	2017 CHEV, REPOSSESSED, TAG TURNED IN, VDA6365	
REFUND	10876	CAROLINA UROLOGY HEALTHCARE, PLLC	1021 BEAMAN ST, CLINTON NC 28328	\$1,548.36	2022 MERCEDES AIRSTREAM, SOLD, TAG TURNED IN, VAB7659	
REFUND	10882	PATSY LYNN BALANCE	269 SANDY RIDGE RD, DUNN NC 28334	\$213.14	2023 JEEP, SOLD, TAG TURNED IN, HNYBSGRL	
RELEASE		BRADY, TIA DEAN		\$518.02	2016 BMW, 2022 BMW, 100% MILITARY EXEMPTION	
RELEASE		D&E METALWORKS LLC		\$801.35	BUSINESS CLOSED IN 2019, REPORTED IN 2025	
RELEASE		ERNESTO MENDOZA JR		\$129.88	2022 HONDA, 100% MILITARY EXEMPTION	
REFUND	10891	FLEENOR ROPIN A GATES LLC	1450 EDMOND MATTHIS RD, CLINTON NC 28328	\$241.55	2024 FORD, SOLD, TAG TURNED IN, LFE7685	
REFUND	10890	NETTIE PARKER POPE	307 FAIRFAX ST, CLINTON NC 28328	\$151.65	2019 TOYOTA, SOLD, TAG TURNED IN, VEY6631	
REFUND	10894	REGINA WILSON PARKER	1526 OLD RALEIGH RD, CLINTON NC 28328	\$121.79	2020 HONDA, SOLD, TAG TURNED IN, HFV7259	

**A RESOLUTION BY THE COUNTY OF SAMPSON  
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

**WHEREAS** Sampson County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

**WHEREAS** the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”), the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”), and SAAF-2;

**WHEREAS** Sampson County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

**WHEREAS** section E.6 of the MOA states that, before spending opioid settlement funds, the local government’s governing body must adopt a resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

**NOW, THEREFORE BE IT RESOLVED**, in alignment with the NC MOA, SAAF, and SAAF-2, Sampson County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized

- a. Name of strategy: Naloxone distribution
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 7
- d. Amount authorized for this strategy: \$133,097.76
- e. Period of time during which expenditure may take place:  
Start date July 1, 2025 through End date June 30, 2027
- f. Description of the program, project, or activity: To support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks and to distribute naloxone to persons at-risk of overdose or their social networks via the TestAndGo™ kiosk and community distribution.
- g. Provider: Sampson County Health Department

2. Second strategy authorized

- a. Name of strategy: Post-overdose response team
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 8
- d. Amount authorized for this strategy: \$454,015.00
- e. Period of time during which expenditure may take place:  
Start date July 1, 2025 through End date June 30, 2027



- f. Description of the program, project, or activity: PORT Description: To develop, equip and support a Post Overdose Response Team and connect them with persons who have experienced non-fatal overdoses. The team will support and direct these individuals to addiction treatment and recovery support as well as other related services to improve their health and well-being.
- g. Provider: Sampson County Emergency Services

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$587,112.76.

Adopted this the 2<sup>nd</sup> day of June, 2025.

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Allen McLamb, Chair  
Sampson County Board of Commissioners

ATTEST:

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Stephanie Fulton, Clerk to the Board



**BID TABULATION ANALYSIS**

AIRPORT NAME: CLINTON-SAMPSON COUNTY AIRPORT  
 PROJECT NAME: AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
 NCDOA PROJECT NO: 36237.12.19.1

**AVCON, INC.**

DATE PREPARED: 5/1/2025  
 PREPARED BY: AMT/GMW  
 AVCON PROJECT NO. 2023.0290.01

BID TABULATION SUMMARY		
BIDDER	BASE BID	
Riffenburg North Carolina, LLC	\$2,335,770.00	
Southeast Site Services, LLC	\$2,417,800.00	
KOBO Utility Construction Corp	\$2,750,675.00	
Hypower, LLC.	\$3,884,575.00	

BID TABULATION ERRORS		
BIDDER	ERRORS	
KOBO Utility Construction Corp	unit price incorrect - used written words	

BID REQUIREMENT CHECKLIST		BIDDER			
		Riffenburg North Carolina, LLC	Southeast Site Services, LLC	KOBO Utility Construction Corp	Hypower, LLC.
1. BID FORM		X	X	X	X
2. BASE BID PROPOSAL		X	X	X	X
3. BID BOND		X	X	X	X
4. FORM OF NONCOLLUSION AFFIDAVIT		X		X	X
5. EQUAL OPPORTUNITY REPORT STATEMENT		X	X	X	X
6. CERTIFICATION OF NONSEGREGATED FACILITIES		X	X	X	X
7. PERFORMANCE OF WORK BY SUBCONTRACTORS		X	X	X	X
8. CERTIFICATION REGARDING FAIR TRADE		X	X	X	X
9. BUY AMERICAN CERTIFICATE		X	X	X	X
10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION		X	X	X	X
11. BIDDER QUALIFICATION QUESTIONNAIRE		X	X	X	X
12. BID SECURITY		X	X	X	X
13. AV-508 DBE/MBE/WBE GOAL NOTIFICATION AND CERTIFICATION		X	X	X	
14. AV-509/AV-510 DBE/MBE/WBE/HUB VENDOR COMMITMENTS		X	X	X	
15. NCDOT LETTER OF INTENT		X	X	X	

**BID TABULATION ANALYSIS**

AIRPORT NAME: CLINTON-SAMPSON COUNTY AIRPORT  
 PROJECT NAME: AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS  
 NCDOT PROJECT NO: 36237.12.19.1

AVCON, INC.

DATE PREPARED: 5/01/2025

PREPARED BY: AMT/GMW

AVCON PROJECT NO. 2023.0291.01

					BIDDERS									
					Riffenburg North Carolina, LLC		Southeast Site Services, LLC		KOBO Utility Construction Corp		Hypower, LLC.		ENGINEER'S ESTIMATE	
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	S-102-1	SAFETY AND SECURITY	1	LS	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$59,500.00	\$59,500.00	\$75,000.00	\$75,000.00	\$22,000.00	\$22,000.00
2	S-102-2	AVIATION BARRICADES	56	EA	\$520.00	\$29,120.00	\$250.00	\$14,000.00	\$450.00	\$25,200.00	\$1,600.00	\$89,600.00	\$150.00	\$8,400.00
3	M-103	PORTABLE LIGHTED RUNWAY CLOSURE MARKER	2	EA	\$7,200.00	\$14,400.00	\$40,000.00	\$80,000.00	\$34,000.00	\$68,000.00	\$55,000.00	\$110,000.00	\$10,000.00	\$20,000.00
4	S-104	PROJECT SURVEY AND STAKEOUT	1	LS	\$21,000.00	\$21,000.00	\$25,000.00	\$25,000.00	\$59,500.00	\$59,500.00	\$20,000.00	\$20,000.00	\$44,000.00	\$44,000.00
5	C-105	MOBILIZATION	1	LS	\$222,000.00	\$222,000.00	\$241,000.00	\$241,000.00	\$135,000.00	\$135,000.00	\$350,175.00	\$350,175.00	\$229,700.00	\$229,700.00
6	SP-104	TEMPORARY POWER & TEMPORARY AIRFIELD LIGHTING/SIGNAGE/ NAVIGATIONAL FACILITIES	1	LS	\$10,800.00	\$10,800.00	\$20,000.00	\$20,000.00	\$48,500.00	\$48,500.00	\$90,000.00	\$90,000.00	\$30,000.00	\$30,000.00
7	SP-105	ELECTRICAL DEMOLITION	1	LS	\$36,500.00	\$36,500.00	\$60,000.00	\$60,000.00	\$255,000.00	\$255,000.00	\$275,000.00	\$275,000.00	\$100,000.00	\$100,000.00
8	L-108-1	1/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE, INSTALLED IN DUCT OR CONDUIT	35000	LF	\$3.50	\$122,500.00	\$1.50	\$52,500.00	\$2.35	\$82,250.00	\$2.00	\$70,000.00	\$3.25	\$113,750.00
9	L-108-2	1/C #4 AWG 600V, THWN-2 CONDUCTOR, INSTALLED IN DUCT OR CONDUIT	1,300	LF	\$5.00	\$6,500.00	\$4.50	\$5,850.00	\$4.00	\$5,200.00	\$6.00	\$7,800.00	\$4.00	\$5,200.00
10	L-108-3	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	26,000	LF	\$4.00	\$104,000.00	\$2.50	\$65,000.00	\$3.50	\$91,000.00	\$4.50	\$117,000.00	\$4.00	\$104,000.00
11	L-108-4	.075" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	870	EA	\$300.00	\$261,000.00	\$150.00	\$130,500.00	\$185.00	\$160,950.00	\$150.00	\$130,500.00	\$150.00	\$130,500.00
12	L-109-1	SITE PREPARATION, GRADING, BUILDING FOUNDATION, WALKWAYS -NEW COMPLETE	1	LS	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00	\$75,000.00	\$75,000.00	\$125,000.00	\$125,000.00	\$50,000.00	\$50,000.00
13	L-109-2	VAULT BUILDING - DESIGN/ PERMIT/ BUILD PRE-ENGINEERED, PRECAST CONCRETE VAULT BUILDING: NEW COMPLETE	1	LS	\$78,000.00	\$78,000.00	\$100,000.00	\$100,000.00	\$125,000.00	\$125,000.00	\$375,000.00	\$375,000.00	\$250,000.00	\$250,000.00
14	L-109-3	VAULT BUILDING - ELECTRICAL SERVICE: DUKE ENERGY UTILITY	1	AL	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
15	L-109-4	VAULT BUILDING - ELECTRICAL SERVICE: CONTRACTOR	1	LS	\$22,000.00	\$22,000.00	\$5,000.00	\$5,000.00	\$34,500.00	\$34,500.00	\$12,500.00	\$12,500.00	\$25,000.00	\$25,000.00
16	L-109-5	VAULT BUILDING - POWER DISTRIBUTION, LIGHTING, HVAC GROUNDING AND LIGHTING PROTECTION : NEW COMPLETE	1	LS	\$141,000.00	\$141,000.00	\$63,600.00	\$63,600.00	\$75,000.00	\$75,000.00	\$120,000.00	\$120,000.00	\$150,000.00	\$150,000.00
17	L-109-6	VAULT BUILDING - AIRFIELD LIGHTING EQUIPMENT INSTALLATION AND INTERFACE	1	LS	\$64,300.00	\$64,300.00	\$100,000.00	\$100,000.00	\$45,000.00	\$45,000.00	\$75,000.00	\$75,000.00	\$20,000.00	\$20,000.00
18	L-109-7	L-829 CONSTANT CURRENT REGULATOR, 3-STEP, 240V, 7.5 KW	1	EA	\$16,000.00	\$16,000.00	\$15,000.00	\$15,000.00	\$24,500.00	\$24,500.00	\$24,550.00	\$24,550.00	\$22,000.00	\$22,000.00
19	L-109-8	L-829 CONSTANT CURRENT REGULATOR, 3-STEP, 240V, 15 KW	1	EA	\$21,000.00	\$21,000.00	\$25,000.00	\$25,000.00	\$27,900.00	\$27,900.00	\$30,400.00	\$30,400.00	\$23,000.00	\$23,000.00
20	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	25,000	LF	\$6.00	\$150,000.00	\$4.00	\$100,000.00	\$10.00	\$250,000.00	\$10.00	\$250,000.00	\$8.00	\$200,000.00
21	L-110-2	8 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	400	LF	\$36.00	\$14,400.00	\$40.00	\$16,000.00	\$29.50	\$11,800.00	\$63.00	\$25,200.00	\$16.00	\$6,400.00
22	L-110-3	1 WAY 2" SCHEDULE 80 PVC DIRECTIONAL BORED DUCT	300	LF	\$50.00	\$15,000.00	\$25.00	\$7,500.00	\$49.00	\$14,700.00	\$45.00	\$13,500.00	\$50.00	\$15,000.00
23	L-110-4	4 WAY 2" SCHEDULE 80 PVC DIRECTIONAL BORED DUCT	350	LF	\$111.00	\$38,850.00	\$75.00	\$26,250.00	\$85.00	\$29,750.00	\$190.00	\$66,500.00	\$70.00	\$24,500.00
24	L-115-1	L-867D JUNCTION CAN	5	EA	\$2,500.00	\$12,500.00	\$2,500.00	\$12,500.00	\$1,550.00	\$7,750.00	\$2,200.00	\$11,000.00	\$2,000.00	\$10,000.00
25	L-115-2	JUNCTION CAN PLAZA - FOUR L-867D CANS	10	EA	\$5,600.00	\$56,000.00	\$15,000.00	\$150,000.00	\$7,950.00	\$79,500.00	\$14,000.00	\$140,000.00	\$12,000.00	\$120,000.00
26	L-125-1	L-861(L) RUNWAY EDGE LIGHT - CLEAR/CLEAR (T)	10	EA	\$2,200.00	\$22,000.00	\$2,750.00	\$27,500.00	\$2,450.00	\$24,500.00	\$3,150.00	\$31,500.00	\$2,000.00	\$20,000.00
27	L-125-2	L-861(L) RUNWAY EDGE LIGHT CLEAR/YELLOW (T)	39	EA	\$2,200.00	\$85,800.00	\$2,800.00	\$109,200.00	\$2,475.00	\$96,525.00	\$2,900.00	\$113,100.00	\$2,000.00	\$78,000.00
28	L-125-3	L-861E(L) RUNWAY THRESHOLD LIGHT GREEN/RED (T)	16	EA	\$2,300.00	\$36,800.00	\$2,850.00	\$45,600.00	\$2,950.00	\$47,200.00	\$2,950.00	\$47,200.00	\$2,800.00	\$44,800.00
29	L-125-4	L-861T(L) OMNIDIRECTIONAL, BLUE, TAXIWAY EDGE LIGHT (T)	172	EA	\$2,100.00	\$361,200.00	\$2,650.00	\$455,800.00	\$1,750.00	\$301,000.00	\$2,250.00	\$387,000.00	\$2,000.00	\$344,000.00
30	L-125-5	FIELD LIGHTING ARRESTOR ASSEMBLY	13	EA	\$900.00	\$11,700.00	\$1,000.00	\$13,000.00	\$1,150.00	\$14,950.00	\$950.00	\$12,350.00	\$1,000.00	\$13,000.00
31	L-125-6	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE	12	EA	\$5,700.00	\$68,400.00	\$9,000.00	\$108,000.00	\$6,800.00	\$81,600.00	\$16,500.00	\$198,000.00	\$6,800.00	\$81,600.00
32	L-125-7	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE	10	EA	\$6,500.00	\$65,000.00	\$10,000.00	\$100,000.00	\$7,400.00	\$74,000.00	\$18,250.00	\$182,500.00	\$7,800.00	\$78,000.00
33	L-125-8	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 4 MODULE	4	EA	\$7,000.00	\$28,000.00	\$11,000.00	\$44,000.00	\$8,600.00	\$34,400.00	\$21,700.00	\$86,800.00	\$9,600.00	\$38,400.00
34	SP-111-1	SHORT CIRCUIT/COORDINATION/DEVICE EVALUATION/ ARC FLASH ANALYSIS	1	EA	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$10,000.00	\$10,000.00
35	SP-111-2	FAA FLIGHT INSPECTION	1	EA	\$24,000.00	\$24,000.00	\$15,000.00	\$15,000.00	\$25,500.00	\$25,500.00	\$55,000.00	\$55,000.00	\$10,000.00	\$10,000.00
36	SP-155-1	REIL SYSTEM, RUNWAY 6, NEW COMPLETE	1	EA	\$22,000.00	\$22,000.00	\$40,000.00	\$40,000.00	\$37,500.00	\$37,500.00	\$47,600.00	\$47,600.00	\$25,000.00	\$25,000.00
37	SP-155-2	REIL SYSTEM, RUNWAY 24, NEW COMPLETE	1	EA	\$23,000.00	\$23,000.00	\$40,000.00	\$40,000.00	\$37,500.00	\$37,500.00	\$47,600.00	\$47,600.00	\$25,000.00	\$25,000.00
38	T-901	SEEDING	1	LS	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00	\$75,000.00	\$75,000.00	\$18,350.00	\$18,350.00	\$5,000.00	\$5,000.00
39	T-908	MULCHING	1	LS	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00	\$75,000.00	\$75,000.00	\$18,350.00	\$18,350.00	\$5,000.00	\$5,000.00
TOTAL BASE BID :						\$2,335,770.00		\$2,417,800.00		\$2,750,675.00		\$3,884,575.00		\$2,526,250.00

**CONTRACT FORM**

THIS AGREEMENT is dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between the City of Clinton and Sampson County (hereinafter called Owner) and Rifenburg North Carolina, LLC. (hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. NOTICE.**

**TAKE NOTICE: THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE LAWS OF THE STATE OF NORTH CAROLINA.**

**This same Notice shall be placed on all contracts, subcontracts, purchase orders, agreements and bonds relating to this Project or the Work.**

**Article 2. WORK.**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the **AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS** and includes REIL installation, taxiway and runway lighting and electrical improvements, signage improvements, and seeding and mulching

**Article 3. ENGINEER.**

The Project has been designed by:

**AVCON, Inc**  
6230 Carolina Beach Road  
Wilmington, NC, 28412

who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 4. CONTRACT TIME.**

- 4.1 The Work will be completed and ready for final payment within the time specified in General Contract Provisions Section 80 as described in Contract Drawings for Final Acceptance in accordance with General Contract Provisions, Paragraph 50-15.
- 4.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially complete within the time and phases described in these Contract documents. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amounts stipulated in General Contract Provisions Section 80 for each calendar day that expires after the time specified.
- 4.3 Contractor further understands and hereby expressly agrees that in addition to liquidated damages specified in Article 4.2 above, to pay Owner the actual costs to Owner for any inspector or

inspectors necessarily employed by OWNER on the Work and the actual costs to Owner for Engineer's observation of construction and project representative services including all travel and subsistence expenses after the date specified for the project completion until the Work is completed and ready for final payment. Further, Contractor agrees that the sums to be paid Owner may be deducted from the sum due Contractor for work performed as provided in Section 90 of the General Provisions.

**Article 5. CONTRACT PRICE.**

- 5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, Unit Prices submitted on **May 1, 2025** and per Unit Bid Prices times the actual approved and accepted quantities with initial contract amount of **\$2,335,770.00**.

**Article 6. PAYMENT PROCEDURES.**

Contractor shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit more than one (1) Application for Payment per month. Applications for Payment will be processed by Engineer as provided in the General Provisions.

- 6.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, within thirty (30) days after receipt of Contractor's verified and approved Application for Payment. All progress payments will be on the basis of the progress of the Work based on the number of units completed as determined by Engineer.
- 6.1.1. Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Section 90 of the General Provisions.  
90% of Work completed as determined by Engineer.  
  
90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 90-07 of the General Provisions).
- 6.1.2 With each application (excluding the first pay application) for payment, Contractor shall submit a certified report stating that each Subcontractor has been paid for 90% of the bid item quantities and/or any stored materials as approved for payment by Engineer in all previous applications for payment.
- 6.1.3 With each application for payment, Contractor shall submit an updated CPM schedule delineating activities completed and those remaining to be completed. Additionally, he needs to identify any logic changes made since submission of his first (baseline) CPM schedule. Detailed Bar Chart, Network Diagram and Standard Report for all activities are required and shall be submitted.
- 6.1.4 With each application for payment, Contractor shall submit a Certified Sales Tax Report. This report must be current within 14 days of the requested Application for Payment.

6.1.5 With each application for payment Contractor shall submit the Certified Payroll Report for his organization as well as all of his Subcontractors. This Report must be current within 14 days of the requested Application for Payment.

6.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 90-08 of the General Provisions.

**Article 7. CONTRACTOR'S REPRESENTATIONS.**

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including the General Provisions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, error or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

**Article 8. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

- 8.1 This Agreement (pages C-1 to C-5, inclusive).
- 8.2 Performance, Payment and other Bonds consisting of pages PB-1&2 and LB 1&2, inclusive.

- 8.3 General Contract Provisions, FAA Required Bid and Contract Provisions.
- 8.4 Technical Specifications as listed in table of contents of the Project Manual.
- 8.5 Drawings, with each sheet bearing the following general title: **AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS.**
- 8.6 Addendum Number 1.
- 8.7 Contractor's Bid (pages B-1 to B-16, inclusive).
- 8.8 Documentation submitted by Contractor prior to Notice of Award consisting of:  
Bid Forms, Bid Proposal, Bid Bond, MBE/WBE Documentation, NCDOT Letter of Intent to perform.

There are no Contract Documents other than those listed in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Section 40 of the General Provisions.

**Article 9.**      **Miscellaneous.**

- 9.1 Terms used in this Agreement, which are defined in Section 10 of the General Provisions will have the meanings indicated in the General Provisions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

**Article 10      OTHER PROVISIONS.**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in five counterparts. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This agreement will be effective on \_\_\_\_\_.

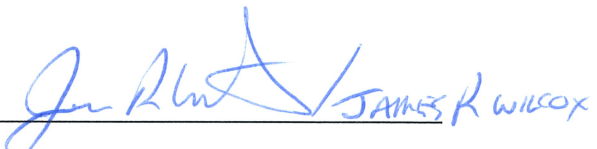
**OWNER**

**CONTRACTOR**

The City of Clinton and Sampson County

Rifenburg North Carolina, LLC

By: \_\_\_\_\_

By:  JAMES R. WILCOX

(Corporate Seal)

ATTEST: \_\_\_\_\_

ATTEST: 

Address for giving notices:

Address for giving notices:

440 WEST BARBEE ST.

ZEBULON, NC 27597

Approved as to Form:

By: \_\_\_\_\_



## CERTIFICATE OF SECRETARY OF

Rifenburg North Carolina, LLCAS TO RESOLUTION ADOPTED BY BOARD OF DIRECTORS ON: 5/2/2025

I, JOHN M. AHEARN, hereby certify that I am the duly authorized Secretary of Rifenburg North Carolina, LLC, charged with keeping the records and the seal of said Corporation, and that the following is a true and correct copy of a resolution adopted at a meeting of the Board of Directors of the Corporation duly held on 5/2/2025, which resolution is now in full force and effect.

RESOLVED, that JAMES R. WILCOX, (~~President~~, Vice President) of Rifenburg North Carolina, LLC, is hereby authorized to execute contracts, performance bonds and labor and materials bonds on behalf of the Corporation.

WITNESS my hand as Secretary, and the seal of the Corporation this 8<sup>TH</sup> day of May, 2025.

[Signature]  
Secretary / CFO

Sworn to before me this 8<sup>th</sup> day of May, 2025.

Notary Public for Johnston County.

My Commission Expires: 3/18/2029



PAIGE M WILCOX  
NOTARY PUBLIC  
Johnston County  
North Carolina  
My Commission Expires  
March 18, 2029

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that RIFENBURG NORTH CAROLINA, LLC., as Principal, hereinafter called Contractor, and Travelers Casualty and Surety Company of America, as Surety, hereinafter called Surety are held and firmly bound unto **the City of Clinton and Sampson County**, as Obligee, hereinafter called Owner, in the amount of **TWO MILLION THREE HUNDRED THIRTY FIVE THOUSAND SEVEN HUNDRED AND SEVENTY DOLLARS AND ZERO CENTS (\$2,335,770.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has, by written agreement dated \_\_\_\_\_, entered into a contract with Owner for the **CLINTON-SAMPSON COUNTY AIRPORT AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS PROJECT**, in accordance with Drawings and Specifications prepared by AVCON, INC., which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if Contractor shall promptly and faithfully perform said Contract, then the obligation shall be null and void, otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions or
- (2) Obtain a bid for completing the Contract in accordance with its terms and conditions, upon determinations by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right or action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this 9th date of MAY, 20 25.

Lay P...  
(Witness)

Rifenburg North Carolina, LLC  
(Principal) [Signature] (Seal)  
[Signature]  
(Name)  
VICE PRESIDENT  
(Title)

[Signature]  
(Witness)

Travelers Casualty and Surety Company of America  
(Surety) [Signature] (Seal)  
[Signature]  
(Name)  
Nicole Roy, Attorney-in-Fact  
(Title)

**LABOR AND MATERIAL PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that **RIFENBURG NORTH CAROLINA, LLC.**, as Principal, hereinafter called Principal, and **Travelers Casualty and Surety Company of America**, as Surety, hereinafter called Surety are held and firmly bound unto **City of Clinton and Sampson County** as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of **TWO MILLION THREE HUNDRED THIRTY FIVE THOUSAND SEVEN HUNDRED AND SEVENTY DOLLARS AND ZERO CENTS (\$2,335,770.00)** for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

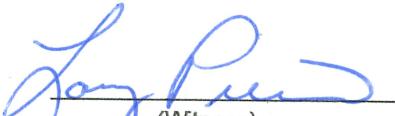
**WHEREAS**, Principal has, by written agreement dated \_\_\_\_\_, entered into a contract with Owner for the **CLINTON-SAMPSON COUNTY AIRPORT AIRFIELD LIGHTING AND SIGNAGE IMPROVEMENTS PROJECT** in accordance with Drawings and Specifications prepared by AVCON, INC., which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if Principal shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise, it shall remain in full force and effect, subject to the following conditions:

- (1) A Claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, Labor and material being construed to include that part of water and gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant, as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any cost or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant.
  - a. Unless claimant, other than one having a direct contract with the principal, shall be given written notice to any two of the following: the Principal, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnish the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b. After the expiration of one (1) year following the date on which the Principal ceased work on said Contract, it being understood; however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

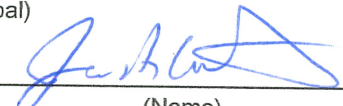
Signed and sealed this 9<sup>th</sup> date of MAY, 20 25.

  
(Witness)

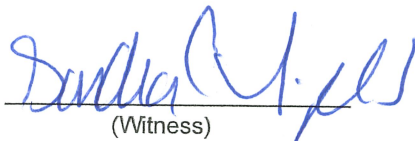
Rifenburg North Carolina, LLC

(Principal)

(Seal)

  
(Name)

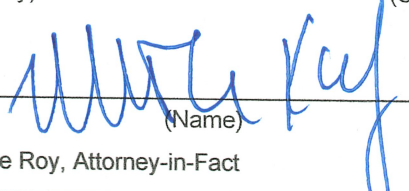
VICE PRESIDENT  
(Title)

  
(Witness)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

  
(Name)

Nicole Roy, Attorney-in-Fact

(Title)





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **NICOLE ROY** of **BOSTON**, **Massachusetts**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

By:

*Bryce Grissom*

Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



*Anna P. Nowik*

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

day of



*Kevin E. Hughes*

Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Amsure</b> <b>12 Computer Drive West</b> <b>PO Box 15044</b> <b>Albany, NY 12212-5044</b>		<b>CONTACT NAME:</b> Lisa M Angerami <b>PHONE (A/C, No, Ext):</b> 518 458-1800 <b>E-MAIL ADDRESS:</b> langerami@amsureins.com <b>FAX (A/C, No):</b> 518 458-8390															
<b>INSURED</b> <b>Rifenburg North Carolina LLC</b> <b>440 W Barbee Street</b> <b>Zebulon, NC 27597</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B : Starr Indemnity and Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER C : Arch Indemnity Insurance Company</td> <td>30830</td> </tr> <tr> <td>INSURER D : Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : Starr Indemnity and Liability Company	38318	INSURER C : Arch Indemnity Insurance Company	30830	INSURER D : Navigators Insurance Company	42307	INSURER E :		INSURER F :	
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INSURER F :																	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	11PKG8917912	12/31/2024	12/31/2025	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	11PKG8917912	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	1000584870241	12/31/2024	12/31/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	14WC18924712	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability			RK24EXC831373IV	12/31/2024	12/31/2025	\$5,000,000 Excess of Primary

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Additional Insured/Waiver of Subrogation coverage shown above (and marked with an X) apply only when such coverage is required by written contract signed by the insured prior to a loss.**

**Re: NC25-015 Clinton Airfield Lighting and Signage**

**City of Clinton and Sampson County Its Officials, Officers, and Employees, and all others required by the contract are Additional Insured on a primary and non-contributory basis for General Liability, Auto (See Attached Descriptions)**

**CERTIFICATE HOLDER****CANCELLATION**

City of Clinton and Samson  
 County Its Officials,  
 Officers, and Employees  
 22 Lisbon Street  
 Clinton, NC 28328

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## DESCRIPTIONS (Continued from Page 1)

Liability and Excess/Umbrella Liability when required by written contract executed prior to a loss. Waiver of Subrogation applies to General Liability, Auto Liability, Excess/Umbrella Liability and Workers Compensation when required by written contract executed prior to a loss. Thirty (30) Days Written Notice in the event of cancellation.



**STATE OF NORTH CAROLINA  
COUNTY OF SAMPSON**

**FIRE PROTECTION & RESCUE SERVICES CONTRACT AMENDMENT**

**THIS FIRE PROTECTION & RESCUE SERVICES CONTRACT AMENDMENT** (“Amendment”) is made and entered into effective the 1<sup>st</sup> Day of July 2025 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina (the “County”) and **GODWIN-FALCON FIRE DEPARTMENT**, a North Carolina non-profit corporation (“Fire Department”). The County and Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the County and the Fire Department have operated under a service contract since the first day of July 2020; and,

**WHEREAS**, the County wishes to extend the term of the Fire Protection and Rescue Services Contract, while setting forth procedures helpful to the continued provision of services to the citizens; and,

**WHEREAS**, the Fire Department wishes to continue to provide services authorized by the service contract of July 1, 2020; and,

**WHEREAS**, this Amendment is entered into pursuant to Section 22 of the Fire Protection & Rescue Services Contract; and,

**WHEREAS**, the entire purpose of the Fire Protection & Rescue Services Contract is to ensure the correct provision of fire and rescue services to the citizens of Sampson County.

### **SECTION 3. ESTABLISHMENT OF A FIRE SERVICE BASE TAX RATE**

Effective July 1, 2025, concurrent with the County's 2025-2026 Fiscal year (FY25-26), supplemental funding originating from the county's General Fund received by the Fire Department shall end and the fire tax rate of the Fire Department's district is increased to generate revenue equivalent to that produced by the FY 24-25 approved fire tax rate plus the approved supplemental funding for FY24-25.

The fire tax rate thus calculated shall be considered the "base rate" for the FY 25-26 year. A list of the base fire tax rates by department for FY 25-26 is included at Exhibit A.

Nothing in this section prohibits the County from making special appropriations in future years, if in its sole discretion it deems it necessary to do so.

For clarity, this Section 3 of the Amendment supplants and otherwise renders null and void all terms and conditions related to Section 1 (Fire Service Tax and Supplemental Payments) of the original Agreement entered on July 1, 2020.

### **SECTION 4. INFLATION & MULTI-YEAR BUDGETING BASE RATE ADJUSTMENT**

Effective July 1, 2025, concurrent with the County's FY25-26, in addition to that rate specified in Section 3, the following adjustment is made. Recognizing the effects of inflation as well as the need for Fire Departments to conduct multi-year budgeting, the County shall adjust the fire tax base rate as established in Section 3 (and shown at Exhibit A) as follows:

- A. For departments with a calculated FY26 base rate of 0.050 to 0.064 the multi-year rate shall be 0.070
- B. For departments with a calculated FY26 base rate of 0.065 to 0.069 the multi-year rate shall be 0.075
- C. For departments with a calculated FY26 base rate of 0.070 to 0.074 the multi-year rate shall be 0.080
- D. For departments with a calculated FY26 base rate of 0.075 to 0.079 the multi-year rate shall be 0.085
- E. For departments with a calculated FY26 base rate of 0.080 to 0.084 the multi-year rate shall be 0.090
- F. For departments with a calculated FY26 base rate of 0.085 to 0.089 the multi-year rate shall be 0.095
- G. For departments with a calculated FY26 base rate of 0.090 to 0.099 the multi-year rate shall be 0.100

Absent a request from the Fire Department to modify their district's rate, these rates shall automatically continue at this specified level until after the next County tax base revaluation. In the first County fiscal year immediately following the completion of the County tax base revaluation, all fire tax district rates shall be reexamined and are subject to change.

### **SECTION 5. SIMPLIFIED PAYMENT AND BUDGETING FOR SERVICES PROVIDED**

Effective July 1, 2025, Fire Service District taxes will be paid to the Fire Department monthly as the taxes are collected by the County. All Fire Departments shall maintain their own fund balances as all fire taxes will be disbursed immediately upon collection by the County. Any Fire Department fund balance amounts held by the County as of the date of this agreement's final execution shall be disbursed to the Fire Department.

For clarity, this Section 5 of the Amendment supplants and otherwise renders null and void all terms and conditions related to Section 2 (Fund Balance) of the original Agreement entered on July 1, 2020.

No later than the last day of February of each calendar year, the Tax Administrator of the County shall publish information to the Fire Department on the current and projected tax base value within the service district, anticipated total fire tax revenues generated within the district, and the projected amount of revenues generated by one cent on the fire tax rate in the district for the coming fiscal year.

Effective as of the effective date of this Amendment, provided all the following criteria are met, Fire Departments shall not be required to submit annual budget requests to the Fire Commission or County

during those years between County tax base revaluation cycles. In the first fiscal year following a County tax base revaluation cycle all departments shall submit budgets to the County so that the County may consider departmental needs, special circumstances, and contemplate any changes to the multi-year rate.

- A. Publish and make available their full proposed budget for public review, provide a ten (10) day notice of public hearing, and hold a public hearing no less than ten (10) days prior to adoption of the Fire Department's annual budget.
- B. Respond to a minimum of 95% of all emergency fire and rescue calls for service listed within Exhibit A of the Agreement as tracked by the County. Minimum levels of acceptable response for service shall be defined as follows:
  - 1. Car Accident – Response with Class A Rated Engine
  - 2. Structure Fire – Response with Class A Rated Engine
  - 3. Brush/Woods Fire – Response with Class A Rated Engine or Brush Truck
  - 4. Fire Alarms – Any response as deemed appropriate by the Fire Department
  - 5. All Other Calls – Any response with vehicle as deemed appropriate by the Fire Department
- C. Abide by all other conditions of the Fire Protection and Services Contract
- D. Do not request an increase in the fire tax rate for their district.

#### **SECTION 6. THE METHOD BY WHICH A FIRE TAX RATE IS DETERMINED.**

When a Fire Department submits a budget request to the County, the following method shall be utilized.

- A. No later than the last day of February of each calendar year, the County Tax Administrator shall provide to the Fire Department the current and projected tax base value within the service district, the anticipated total fire tax revenues within the service district at the then-current fire tax rate, and the projected amount of revenues generated by one cent on the fire tax rate for the coming fiscal year.
- B. No later than the last day of February of each calendar year, the County Finance Officer shall deliver to the Fire Department such standard electronic budget forms as are necessary for the Fire Department to submit a proposed budget to the County Fire Commission.
- C. The Fire Department shall then:
  - 1. Using the County standard electronic budget forms publish the proposed budget.
  - 2. Provide a ten (10) day notice of open meeting and public hearing following budget publication.
  - 3. Hold the open meeting and public hearing, keeping minutes and recording of the public hearing.
  - 4. Following the public hearing, consider adoption of the proposed budget by the Fire Department.
- D. Following the Fire Department's adoption of the budget, the Department shall deliver the budget request, minutes and recording of the public hearing to the County via the County Emergency Services Director no later than April 15. Within the budget request, specific justification shall be given for any fire tax rate increase requested.
- E. The Fire Commission shall collect and consolidate all Fire Department budget requests and shall make the requests available to the public for review.
- F. After collecting all budget requests, the Fire Commission shall hold a special budget workshop during which representatives of the Fire Department(s) shall present their budgets to the Fire Commission. The representatives shall provide specific information regarding any fire tax rate adjustment requests as well as the expenditure(s) which necessitated such requests. The workshop shall be recorded and published by the County.

- G. Following the budget presentation(s) by the Fire Department(s) the Fire Commission shall set a date for a public hearing on all Fire Department budgets which shall be no sooner than ten (10) days following the Fire Commission workshop.
- H. The Fire Commission shall hold a budget public hearing. Following the public hearing, the Fire Commission shall vote on recommendations to be forwarded to the County Budget Officer (County Manager) on the fire district tax rates.
- I. The County Budget Officer shall place the fire district tax rates as recommended by the Fire Commission in the proposed county budget for Board of Commissioner Consideration.
- J. The Board of County Commissioners, as the governing body of the County of Sampson, retain all authority to set and amend local property tax rates, including that of fire tax districts. The Board of Commissioners shall consider the recommendations of the Fire Commission as part of the annual budget process.

#### SECTION 7. MODIFIED SECTION 8 OF AGREEMENT (FIRE DEPARTMENT'S USE OF FUNDS).

Section 8.0 of the Agreement entered into on July 1, 2020, is hereby amended to read as follows:

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Response District and any other locations to which the Fire Department may be dispatched.

#### SECTION 8. MODIFIED SECTION 18 OF AGREEMENT (TERMINATION).

Section 18 of the Agreement entered on July 1, 2020, is hereby amended to read as follows:

Termination for Convenience. This Agreement may be terminated by either party without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination.

Default and Termination for Cause. Upon an event of default or failure to perform in accordance with the terms of the Agreement and Amendment, the non-defaulting party shall have the right to terminate upon thirty (30) calendar days written notice; to be served by certified mail. Upon being served with a notice of default and with the intent to terminate, the defaulting party shall be granted fifteen (15) days to cure the event of default. If such default is cured within fifteen (15) days, the notice of termination shall be rescinded. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement. All services, duties, responsibilities, and the terms and conditions defined within this Agreement and the Amendment are considered material, and the breach of any material term shall constitute a breach for the purposes of this Section 8.

For clarity, the timeframe detailed above shall replace the ninety (90) day timeframe detailed in Section 9 (Noncompliance By Fire Department).

**IN TESTIMONY WHEREOF**, the County has caused this instrument to be executed by its Chairman of the Board, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**SAMPSON COUNTY**

**SIGNED:**

\_\_\_\_\_  
**Allen, McLamb, Chairman of the Board of Commissioners**

**ATTEST:**

\_\_\_\_\_  
**Jeffrey L. Hudson, Interim County Manager**

**PRE-AUDIT CERTIFICATION**

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Melissa Burton, County Finance Officer**

**FIRE DEPARTMENT**

**SIGNED:**

Keith Matthews

**PRINT NAME / TITLE:**

Keith Matthews, Fire Chief

**ATTEST:**

X Wayne G. Lucas

**PRINT NAME / TITLE:**

Wayne G. Lucas / Board Chairman

**STATE OF NORTH CAROLINA  
COUNTY OF SAMPSON**

**FIRE PROTECTION & RESCUE SERVICES CONTRACT AMENDMENT**

**THIS FIRE PROTECTION & RESCUE SERVICES CONTRACT AMENDMENT** ("Amendment") is made and entered into effective the 1<sup>st</sup> Day of July 2025 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina (the "County") and **SMITH'S CHAPEL FIRE DEPARTMENT**, a North Carolina non-profit corporation ("Fire Department"). The County and Fire Department may be referred to herein at times individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, the County and the Fire Department have operated under a service contract since the first day of July 2020; and,

**WHEREAS**, the County wishes to extend the term of the Fire Protection and Rescue Services Contract, while setting forth procedures helpful to the continued provision of services to the citizens; and,

**WHEREAS**, the Fire Department wishes to continue to provide services authorized by the service contract of July 1, 2020; and,

**WHEREAS**, this Amendment is entered into pursuant to Section 22 of the Fire Protection & Rescue Services Contract; and,

**WHEREAS**, the entire purpose of the Fire Protection & Rescue Services Contract is to ensure the correct provision of fire and rescue services to the citizens of Sampson County.

**AGREEMENT**

**NOW, THEREFORE**, for an in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree to the following amendments to the Fire Protection & Rescue Services Contract as follows:

**SECTION 1. CONTRACT EXTENSION**

Except as specifically set forth herein, all the terms and conditions of the Fire Protection & Rescue Services Contract originally entered into by the Parties on July 1, 2020 for a term of five (5) years is hereby extended for an additional five (5) year period lasting through June 30, 2030.

**SECTION 2. TRACKING AND REPORTING OF FIRE AND RESCUE SERVICES**

The County shall, through its Emergency Services and/or Emergency Communications Department, track all calls for fire and/or rescue services (as applicable) in the service district of the Fire Department. The County shall publish annually, no later than January 31<sup>st</sup> of each year, a report detailing the responses of each Fire Department subject to the Fire Protection & Rescue Services Contract and this Amendment. This report shall be made available to all Fire Departments of the County and the public. The report shall be used for the purposes of Section 5 of this Amendment.

For the first year following implementation of this Amendment, response reporting shall be from July 1 through December 31. For subsequent years, it shall be for the prior calendar year.



### **SECTION 3. ESTABLISHMENT OF A FIRE SERVICE BASE TAX RATE**

Effective July 1, 2025, concurrent with the County's 2025-2026 Fiscal year (FY25-26), supplemental funding originating from the county's General Fund received by the Fire Department shall end and the fire tax rate of the Fire Department's district is increased to generate revenue equivalent to that produced by the FY 24-25 approved fire tax rate plus the approved supplemental funding for FY24-25.

The fire tax rate thus calculated shall be considered the "base rate" for the FY 25-26 year. A list of the base fire tax rates by department for FY 25-26 is included at Exhibit A.

Nothing in this section prohibits the County from making special appropriations in future years, if in its sole discretion it deems it necessary to do so.

For clarity, this Section 3 of the Amendment supplants and otherwise renders null and void all terms and conditions related to Section 1 (Fire Service Tax and Supplemental Payments) of the original Agreement entered on July 1, 2020.

### **SECTION 4. INFLATION & MULTI-YEAR BUDGETING BASE RATE ADJUSTMENT**

Effective July 1, 2025, concurrent with the County's FY25-26, in addition to that rate specified in Section 3, the following adjustment is made. Recognizing the effects of inflation as well as the need for Fire Departments to conduct multi-year budgeting, the County shall adjust the fire tax base rate as established in Section 3 (and shown at Exhibit A) as follows:

- A. For departments with a calculated FY26 base rate of 0.050 to 0.064 the multi-year rate shall be 0.070
- B. For departments with a calculated FY26 base rate of 0.065 to 0.069 the multi-year rate shall be 0.075
- C. For departments with a calculated FY26 base rate of 0.070 to 0.074 the multi-year rate shall be 0.080
- D. For departments with a calculated FY26 base rate of 0.075 to 0.079 the multi-year rate shall be 0.085
- E. For departments with a calculated FY26 base rate of 0.080 to 0.084 the multi-year rate shall be 0.090
- F. For departments with a calculated FY26 base rate of 0.085 to 0.089 the multi-year rate shall be 0.095
- G. For departments with a calculated FY26 base rate of 0.090 to 0.099 the multi-year rate shall be 0.100

Absent a request from the Fire Department to modify their district's rate, these rates shall automatically continue at this specified level until after the next County tax base revaluation. In the first County fiscal year immediately following the completion of the County tax base revaluation, all fire tax district rates shall be reexamined and are subject to change.

### **SECTION 5. SIMPLIFIED PAYMENT AND BUDGETING FOR SERVICES PROVIDED**

Effective July 1, 2025, Fire Service District taxes will be paid to the Fire Department monthly as the taxes are collected by the County. All Fire Departments shall maintain their own fund balances as all fire taxes will be disbursed immediately upon collection by the County. Any Fire Department fund balance amounts held by the County as of the date of this agreement's final execution shall be disbursed to the Fire Department.

For clarity, this Section 5 of the Amendment supplants and otherwise renders null and void all terms and conditions related to Section 2 (Fund Balance) of the original Agreement entered on July 1, 2020.

No later than the last day of February of each calendar year, the Tax Administrator of the County shall publish information to the Fire Department on the current and projected tax base value within the service district, anticipated total fire tax revenues generated within the district, and the projected amount of revenues generated by one cent on the fire tax rate in the district for the coming fiscal year.

Effective as of the effective date of this Amendment, provided all the following criteria are met, Fire Departments shall not be required to submit annual budget requests to the Fire Commission or County



during those years between County tax base revaluation cycles. In the first fiscal year following a County tax base revaluation cycle all departments shall submit budgets to the County so that the County may consider departmental needs, special circumstances, and contemplate any changes to the multi-year rate.

- A. Publish and make available their full proposed budget for public review, provide a ten (10) day notice of public hearing, and hold a public hearing no less than ten (10) days prior to adoption of the Fire Department's annual budget.
- B. Respond to a minimum of 95% of all emergency calls for service listed within Exhibit A of the Agreement as tracked by the County. Minimum levels of acceptable response for service shall be defined as follows:
  - 1. Car Accident – Response with Class A Rated Engine
  - 2. Structure Fire – Response with Class A Rated Engine
  - 3. Brush/Woods Fire – Response with Class A Rated Engine or Brush Truck
  - 4. Medical Call – Any response as deemed appropriate by the Fire Department
  - 5. Fire Alarms – Any response as deemed appropriate by the Fire Department
  - 6. All Other Calls – Any response with vehicle as deemed appropriate by the Fire Department
- C. Abide by all other conditions of the Fire Protection and Services Contract
- D. Do not request an increase in the fire tax rate for their district.

#### **SECTION 6. THE METHOD BY WHICH A FIRE TAX RATE IS DETERMINED.**

When a Fire Department submits a budget request to the County, the following method shall be utilized.

- A. No later than the last day of February of each calendar year, the County Tax Administrator shall provide to the Fire Department the current and projected tax base value within the service district, the anticipated total fire tax revenues within the service district at the then-current fire tax rate, and the projected amount of revenues generated by one cent on the fire tax rate for the coming fiscal year.
- B. No later than the last day of February of each calendar year, the County Finance Officer shall deliver to the Fire Department such standard electronic budget forms as are necessary for the Fire Department to submit a proposed budget to the County Fire Commission.
- C. The Fire Department shall then:
  - 1. Using the County standard electronic budget forms publish the proposed budget.
  - 2. Provide a ten (10) day notice of open meeting and public hearing following budget publication.
  - 3. Hold the open meeting and public hearing, keeping minutes and recording of the public hearing.
  - 4. Following the public hearing, consider adoption of the proposed budget by the Fire Department.
- D. Following the Fire Department's adoption of the budget, the Department shall deliver the budget request, minutes and recording of the public hearing to the County via the County Emergency Services Director no later than April 15. Within the budget request, specific justification shall be given for any fire tax rate increase requested.
- E. The Fire Commission shall collect and consolidate all Fire Department budget requests and shall make the requests available to the public for review.
- F. After collecting all budget requests, the Fire Commission shall hold a special budget workshop during which representatives of the Fire Department(s) shall present their budgets to the Fire Commission. The representatives shall provide specific information regarding any fire tax rate adjustment requests as well

as the expenditure(s) which necessitated such requests. The workshop shall be recorded and published by the County.

- G. Following the budget presentation(s) by the Fire Department(s) the Fire Commission shall set a date for a public hearing on all Fire Department budgets which shall be no sooner than ten (10) days following the Fire Commission workshop.
- H. The Fire Commission shall hold a budget public hearing. Following the public hearing, the Fire Commission shall vote on recommendations to be forwarded to the County Budget Officer (County Manager) on the fire district tax rates.
- I. The County Budget Officer shall place the fire district tax rates as recommended by the Fire Commission in the proposed county budget for Board of Commissioner Consideration.
- J. The Board of County Commissioners, as the governing body of the County of Sampson, retain all authority to set and amend local property tax rates, including that of fire tax districts. The Board of Commissioners shall consider the recommendations of the Fire Commission as part of the annual budget process.

#### SECTION 7. MODIFIED SECTION 8 OF AGREEMENT (FIRE DEPARTMENT'S USE OF FUNDS).

Section 8.0 of the Agreement entered into on July 1, 2020, is hereby amended to read as follows:

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Response District and any other locations to which the Fire Department may be dispatched.

#### SECTION 8. MODIFIED SECTION 18 OF AGREEMENT (TERMINATION).

Section 18 of the Agreement entered on July 1, 2020, is hereby amended to read as follows:

Termination for Convenience. This Agreement may be terminated by either party without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination.

Default and Termination for Cause. Upon an event of default or failure to perform in accordance with the terms of the Agreement and Amendment, the non-defaulting party shall have the right to terminate upon thirty (30) calendar days written notice; to be served by certified mail. Upon being served with a notice of default and with the intent to terminate, the defaulting party shall be granted fifteen (15) days to cure the event of default. If such default is cured within fifteen (15) days, the notice of termination shall be rescinded. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement. All services, duties, responsibilities, and the terms and conditions defined within this Agreement and the Amendment are considered material, and the breach of any material term shall constitute a breach for the purposes of this Section 8.

For clarity, the timeframe detailed above shall replace the ninety (90) day timeframe detailed in Section 9 (Noncompliance By Fire Department).

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its Chairman of the Board, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**SAMPSON COUNTY**

**SIGNED:**

\_\_\_\_\_  
**Allen, McLamb, Chairman of the Board of Commissioners**

**ATTEST:**

\_\_\_\_\_  
**Jeffrey L. Hudson, Interim County Manager**

**PRE-AUDIT CERTIFICATION**

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Melissa Burton, County Finance Officer**

**SMITH'S CHAPEL FIRE DEPARTMENT**

**SIGNED:**

Murray McClenny

**PRINT NAME / TITLE:**

Murray McClenny, Board President

**ATTEST:**

John R. McClenny

**PRINT NAME / TITLE:**

John R. McClenny, Fire Chief

**STATE OF NORTH CAROLINA  
COUNTY OF SAMPSON**

**FIRE PROTECTION & RESCUE SERVICES CONTRACT AMENDMENT**

**THIS FIRE PROTECTION & RESCUE SERVICES CONTRACT AMENDMENT** (“Amendment”) is made and entered into effective the 1<sup>st</sup> Day of July 2025 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina (the “County”) and **PINEY GROVE FIRE DEPARTMENT**, a North Carolina non-profit corporation (“Fire Department”). The County and Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the County and the Fire Department have operated under a service contract since the first day of July 2020; and,

**WHEREAS**, the County wishes to extend the term of the Fire Protection and Rescue Services Contract, while setting forth procedures helpful to the continued provision of services to the citizens; and,

**WHEREAS**, the Fire Department wishes to continue to provide services authorized by the service contract of July 1, 2020; and,

**WHEREAS**, this Amendment is entered into pursuant to Section 22 of the Fire Protection & Rescue Services Contract; and,

**WHEREAS**, the entire purpose of the Fire Protection & Rescue Services Contract is to ensure the correct provision of fire and rescue services to the citizens of Sampson County.

**AGREEMENT**

**NOW, THEREFORE**, for an in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree to the following amendments to the Fire Protection & Rescue Services Contract as follows:

**SECTION 1. CONTRACT EXTENSION**

Except as specifically set forth herein, all the terms and conditions of the Fire Protection & Rescue Services Contract originally entered into by the Parties on July 1, 2020 for a term of five (5) years is hereby extended for an additional five (5) year period lasting through June 30, 2030.

**SECTION 2. TRACKING AND REPORTING OF FIRE AND RESCUE SERVICES**

The County shall, through its Emergency Services and/or Emergency Communications Department, track all calls for fire and/or rescue services (as applicable) in the service district of the Fire Department. The County shall publish annually, no later than January 31<sup>st</sup> of each year, a report detailing the responses of each Fire Department subject to the Fire Protection & Rescue Services Contract and this Amendment. This report shall be made available to all Fire Departments of the County and the public. The report shall be used for the purposes of Section 5 of this Amendment.

For the first year following implementation of this Amendment, response reporting shall be from July 1 through December 31. For subsequent years, it shall be for the prior calendar year.

### **SECTION 3. ESTABLISHMENT OF A FIRE SERVICE BASE TAX RATE**

Effective July 1, 2025, concurrent with the County's 2025-2026 Fiscal year (FY25-26), supplemental funding originating from the county's General Fund received by the Fire Department shall end and the fire tax rate of the Fire Department's district is increased to generate revenue equivalent to that produced by the FY 24-25 approved fire tax rate plus the approved supplemental funding for FY24-25.

The fire tax rate thus calculated shall be considered the "base rate" for the FY 25-26 year. A list of the base fire tax rates by department for FY 25-26 is included at Exhibit A.

Nothing in this section prohibits the County from making special appropriations in future years, if in its sole discretion it deems it necessary to do so.

For clarity, this Section 3 of the Amendment supplants and otherwise renders null and void all terms and conditions related to Section 1 (Fire Service Tax and Supplemental Payments) of the original Agreement entered on July 1, 2020.

### **SECTION 4. INFLATION & MULTI-YEAR BUDGETING BASE RATE ADJUSTMENT**

Effective July 1, 2025, concurrent with the County's FY25-26, in addition to that rate specified in Section 3, the following adjustment is made. Recognizing the effects of inflation as well as the need for Fire Departments to conduct multi-year budgeting, the County shall adjust the fire tax base rate as established in Section 3 (and shown at Exhibit A) as follows:

- A. For departments with a calculated FY26 base rate of 0.050 to 0.064 the multi-year rate shall be 0.070
- B. For departments with a calculated FY26 base rate of 0.065 to 0.069 the multi-year rate shall be 0.075
- C. For departments with a calculated FY26 base rate of 0.070 to 0.074 the multi-year rate shall be 0.080
- D. For departments with a calculated FY26 base rate of 0.075 to 0.079 the multi-year rate shall be 0.085
- E. For departments with a calculated FY26 base rate of 0.080 to 0.084 the multi-year rate shall be 0.090
- F. For departments with a calculated FY26 base rate of 0.085 to 0.089 the multi-year rate shall be 0.095
- G. For departments with a calculated FY26 base rate of 0.090 to 0.099 the multi-year rate shall be 0.100

Absent a request from the Fire Department to modify their district's rate, these rates shall automatically continue at this specified level until after the next County tax base revaluation. In the first County fiscal year immediately following the completion of the County tax base revaluation, all fire tax district rates shall be reexamined and are subject to change.

### **SECTION 5. SIMPLIFIED PAYMENT AND BUDGETING FOR SERVICES PROVIDED**

Effective July 1, 2025, Fire Service District taxes will be paid to the Fire Department monthly as the taxes are collected by the County. All Fire Departments shall maintain their own fund balances as all fire taxes will be disbursed immediately upon collection by the County. Any Fire Department fund balance amounts held by the County as of the date of this agreement's final execution shall be disbursed to the Fire Department.

For clarity, this Section 5 of the Amendment supplants and otherwise renders null and void all terms and conditions related to Section 2 (Fund Balance) of the original Agreement entered on July 1, 2020.

No later than the last day of February of each calendar year, the Tax Administrator of the County shall publish information to the Fire Department on the current and projected tax base value within the service district, anticipated total fire tax revenues generated within the district, and the projected amount of revenues generated by one cent on the fire tax rate in the district for the coming fiscal year.

Effective as of the effective date of this Amendment, provided all the following criteria are met, Fire Departments shall not be required to submit annual budget requests to the Fire Commission or County

during those years between County tax base revaluation cycles. In the first fiscal year following a County tax base revaluation cycle all departments shall submit budgets to the County so that the County may consider departmental needs, special circumstances, and contemplate any changes to the multi-year rate.

- A. Publish and make available their full proposed budget for public review, provide a ten (10) day notice of public hearing, and hold a public hearing no less than ten (10) days prior to adoption of the Fire Department's annual budget.
- B. Respond to a minimum of 95% of all emergency fire and rescue calls for service listed within Exhibit A of the Agreement as tracked by the County. Minimum levels of acceptable response for service shall be defined as follows:
  - 1. Car Accident – Response with Class A Rated Engine
  - 2. Structure Fire – Response with Class A Rated Engine
  - 3. Brush/Woods Fire – Response with Class A Rated Engine or Brush Truck
  - 4. Fire Alarms – Any response as deemed appropriate by the Fire Department
  - 5. All Other Calls – Any response with vehicle as deemed appropriate by the Fire Department
- C. Abide by all other conditions of the Fire Protection and Services Contract
- D. Do not request an increase in the fire tax rate for their district.

## **SECTION 6. THE METHOD BY WHICH A FIRE TAX RATE IS DETERMINED.**

When a Fire Department submits a budget request to the County, the following method shall be utilized.

- A. No later than the last day of February of each calendar year, the County Tax Administrator shall provide to the Fire Department the current and projected tax base value within the service district, the anticipated total fire tax revenues within the service district at the then-current fire tax rate, and the projected amount of revenues generated by one cent on the fire tax rate for the coming fiscal year.
- B. No later than the last day of February of each calendar year, the County Finance Officer shall deliver to the Fire Department such standard electronic budget forms as are necessary for the Fire Department to submit a proposed budget to the County Fire Commission.
- C. The Fire Department shall then:
  - 1. Using the County standard electronic budget forms publish the proposed budget.
  - 2. Provide a ten (10) day notice of open meeting and public hearing following budget publication.
  - 3. Hold the open meeting and public hearing, keeping minutes and recording of the public hearing.
  - 4. Following the public hearing, consider adoption of the proposed budget by the Fire Department.
- D. Following the Fire Department's adoption of the budget, the Department shall deliver the budget request, minutes and recording of the public hearing to the County via the County Emergency Services Director no later than April 15. Within the budget request, specific justification shall be given for any fire tax rate increase requested.
- E. The Fire Commission shall collect and consolidate all Fire Department budget requests and shall make the requests available to the public for review.
- F. After collecting all budget requests, the Fire Commission shall hold a special budget workshop during which representatives of the Fire Department(s) shall present their budgets to the Fire Commission. The representatives shall provide specific information regarding any fire tax rate adjustment requests as well as the expenditure(s) which necessitated such requests. The workshop shall be recorded and published by the County.

- G. Following the budget presentation(s) by the Fire Department(s) the Fire Commission shall set a date for a public hearing on all Fire Department budgets which shall be no sooner than ten (10) days following the Fire Commission workshop.
- H. The Fire Commission shall hold a budget public hearing. Following the public hearing, the Fire Commission shall vote on recommendations to be forwarded to the County Budget Officer (County Manager) on the fire district tax rates.
- I. The County Budget Officer shall place the fire district tax rates as recommended by the Fire Commission in the proposed county budget for Board of Commissioner Consideration.
- J. The Board of County Commissioners, as the governing body of the County of Sampson, retain all authority to set and amend local property tax rates, including that of fire tax districts. The Board of Commissioners shall consider the recommendations of the Fire Commission as part of the annual budget process.

#### SECTION 7. MODIFIED SECTION 8 OF AGREEMENT (FIRE DEPARTMENT’S USE OF FUNDS).

Section 8.0 of the Agreement entered into on July 1, 2020, is hereby amended to read as follows:

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department’s Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department’s Fire Response District and any other locations to which the Fire Department may be dispatched.

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Section 18 of the Agreement entered on July 1, 2020, is hereby amended to read as follows:

Termination for Convenience. This Agreement may be terminated by either party without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination.

Default and Termination for Cause. Upon an event of default or failure to perform in accordance with the terms of the Agreement and Amendment, the non-defaulting party shall have the right to terminate upon thirty (30) calendar days written notice; to be served by certified mail. Upon being served with a notice of default and with the intent to terminate, the defaulting party shall be granted fifteen (15) days to cure the event of default. If such default is cured within fifteen (15) days, the notice of termination shall be rescinded. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement. All services, duties, responsibilities, and the terms and conditions defined within this Agreement and the Amendment are considered material, and the breach of any material term shall constitute a breach for the purposes of this Section 8.

For clarity, the timeframe detailed above shall replace the ninety (90) day timeframe detailed in Section 9 (Noncompliance By Fire Department).



**IN TESTIMONY WHEREOF**, the County has caused this instrument to be executed by its Chairman of the Board, and the Fire Department has caused this instrument to be executed by the Chair of its Board of Directors or other duly authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**SAMPSON COUNTY**

**SIGNED:**

\_\_\_\_\_  
**Allen, McLamb, Chairman of the Board of Commissioners**

**ATTEST:**

\_\_\_\_\_  
**Jeffrey L. Hudson, Interim County Manager**

**PRE-AUDIT CERTIFICATION**

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Melissa Burton, County Finance Officer**

**PINEY GROVE FIRE DEPARTMENT**

**SIGNED:**

\_\_\_\_\_

**PRINT NAME / TITLE:**

\_\_\_\_\_ / \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**PRINT NAME / TITLE:**

\_\_\_\_\_ / \_\_\_\_\_

**STATE OF NORTH CAROLINA  
COUNTY OF SAMPSON**

**10-CENT FIXED FIRE TAX  
FIRE PROTECTION & RESCUE SERVICES CONTRACT AMENDMENT**

**THIS FIRE PROTECTION & RESCUE SERVICES CONTRACT AMENDMENT** (“Amendment”) is made and entered into effective the 1<sup>st</sup> Day of July 2025 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina (the “County”) and **PINEY GROVE FIRE DEPARTMENT**, a North Carolina non-profit corporation (“Fire Department”). The County and Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the County and the Fire Department have operated under a service contract since the first day of July 2020; and,

**WHEREAS**, the County wishes to extend the term of the Fire Protection and Rescue Services Contract, while setting forth procedures helpful to the continued provision of services to the citizens; and,

**WHEREAS**, the Fire Department wishes to continue to provide services authorized by the service contract of July 1, 2020; and,

**WHEREAS**, this Amendment is entered into pursuant to Section 22 of the Fire Protection & Rescue Services Contract; and,

**WHEREAS**, the entire purpose of the Fire Protection & Rescue Services Contract is to ensure the correct provision of fire and rescue services to the citizens of Sampson County.

**AGREEMENT**

**NOW, THEREFORE**, for an in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree to the following amendments to the Fire Protection & Rescue Services Contract as follows:

**SECTION 1. CONTRACT EXTENSION**

Except as specifically set forth herein, all the terms and conditions of the Fire Protection & Rescue Services Contract originally entered into by the Parties on July 1, 2020 for a term of five (5) years is hereby extended for an additional five (5) year period lasting through June 30, 2030.

**SECTION 2. TRACKING AND REPORTING OF FIRE AND RESCUE SERVICES**

The County shall, through its Emergency Services and/or Emergency Communications Department, track all calls for fire and/or rescue services (as applicable) in the service district of the Fire Department. The County shall publish annually, no later than January 31<sup>st</sup> of each year, a report detailing the responses of each Fire Department subject to the Fire Protection & Rescue Services Contract and this Amendment. This report shall be made available to all Fire Departments of the County and the public. The report shall be used for the purposes of Section 5 of this Amendment.

For the first year following implementation of this Amendment, response reporting shall be from July 1 through December 31. For subsequent years, it shall be for the prior calendar year.

### **~~SECTION 3. ESTABLISHMENT OF A FIRE SERVICE BASE TAX RATE~~**

~~Effective July 1, 2025, concurrent with the County's 2025-2026 Fiscal year (FY25-26), supplemental funding originating from the county's General Fund received by the Fire Department shall end and the fire tax rate of the Fire Department's district is increased to generate revenue equivalent to that produced by the FY 24-25 approved fire tax rate plus the approved supplemental funding for FY24-25.~~

~~The fire tax rate thus calculated shall be considered the "base rate" for the FY 25-26 year. A list of the base fire tax rates by department for FY 25-26 is included at Exhibit A.~~

~~Nothing in this section prohibits the County from making special appropriations in future years, if in its sole discretion it deems it necessary to do so.~~

~~For clarity, this Section 3 of the Amendment supplants and otherwise renders null and void all terms and conditions related to Section 1 (Fire Service Tax and Supplemental Payments) of the original Agreement entered on July 1, 2020.~~

### **~~SECTION 4. INFLATION & MULTI-YEAR BUDGETING BASE RATE ADJUSTMENT~~**

~~Effective July 1, 2025, concurrent with the County's FY25-26, in addition to that rate specified in Section 3, the following adjustment is made. Recognizing the effects of inflation as well as the need for Fire Departments to conduct multi-year budgeting, the County shall adjust the fire tax base rate as established in Section 3 (and shown at Exhibit A) as follows:~~

- ~~A. For departments with a calculated FY26 base rate of 0.050 to 0.064 the multi-year rate shall be 0.070~~
- ~~B. For departments with a calculated FY26 base rate of 0.065 to 0.069 the multi-year rate shall be 0.075~~
- ~~C. For departments with a calculated FY26 base rate of 0.070 to 0.074 the multi-year rate shall be 0.080~~
- ~~D. For departments with a calculated FY26 base rate of 0.075 to 0.079 the multi-year rate shall be 0.085~~
- ~~E. For departments with a calculated FY26 base rate of 0.080 to 0.084 the multi-year rate shall be 0.090~~
- ~~F. For departments with a calculated FY26 base rate of 0.085 to 0.089 the multi-year rate shall be 0.095~~
- ~~G. For departments with a calculated FY26 base rate of 0.090 to 0.099 the multi-year rate shall be 0.100~~

~~Absent a request from the Fire Department to modify their district's rate, these rates shall automatically continue at this specified level until after the next County tax base revaluation. In the first County fiscal year immediately following the completion of the County tax base revaluation, all fire tax district rates shall be reexamined and are subject to change.~~

### **SECTION 4. SET FIRE TAX RATE**

The default multi-year fire tax rate for this district is set at ten (10) cents until the fiscal year following the next county revaluation date. In the first County fiscal year immediately following the completion of the County tax base revaluation, all fire tax district rates shall be reexamined and are subject to change. The Board of County Commissioners have the sole discretion to set the fire tax rate and cannot bind future boards.

### **SECTION 5. SIMPLIFIED PAYMENT AND BUDGETING FOR SERVICES PROVIDED**

Effective July 1, 2025, Fire Service District taxes will be paid to the Fire Department monthly as the taxes are collected by the County. All Fire Departments shall maintain their own fund balances as all fire taxes will be disbursed immediately upon collection by the County. Any Fire Department fund balance amounts held by the County as of the date of this agreement's final execution shall be disbursed to the Fire Department.

For clarity, this Section 5 of the Amendment supplants and otherwise renders null and void all terms and conditions related to Section 2 (Fund Balance) of the original Agreement entered on July 1, 2020.

No later than the last day of February of each calendar year, the Tax Administrator of the County shall publish information to the Fire Department on the current and projected tax base value within the service district, anticipated total fire tax revenues generated within the district, and the projected amount of revenues generated by one cent on the fire tax rate in the district for the coming fiscal year.

Effective as of the effective date of this Amendment, provided all the following criteria are met, Fire Departments shall not be required to submit annual budget requests to the Fire Commission or County during those years between County tax base revaluation cycles. In the first fiscal year following a County tax base revaluation cycle all departments shall submit budgets to the County so that the County may consider departmental needs, special circumstances, and contemplate any changes to the multi-year rate.

- A. Publish and make available their full proposed budget for public review, provide a ten (10) day notice of public hearing, and hold a public hearing no less than ten (10) days prior to adoption of the Fire Department's annual budget.
- B. Respond to a minimum of 95% of all emergency fire and rescue calls for service listed within Exhibit A of the Agreement as tracked by the County. Minimum levels of acceptable response for service shall be defined as follows:
  - 1. Car Accident – Response with Class A Rated Engine
  - 2. Structure Fire – Response with Class A Rated Engine
  - 3. Brush/Woods Fire – Response with Class A Rated Engine or Brush Truck
  - 4. Fire Alarms – Any response as deemed appropriate by the Fire Department
  - 5. All Other Calls – Any response with vehicle as deemed appropriate by the Fire Department
- C. Abide by all other conditions of the Fire Protection and Services Contract
- D. Do not request an increase in the fire tax rate for their district.

## **SECTION 6. THE METHOD BY WHICH A FIRE TAX RATE IS DETERMINED.**

When a Fire Department submits a budget request to the County, the following method shall be utilized.

- A. No later than the last day of February of each calendar year, the County Tax Administrator shall provide to the Fire Department the current and projected tax base value within the service district, the anticipated total fire tax revenues within the service district at the then-current fire tax rate, and the projected amount of revenues generated by one cent on the fire tax rate for the coming fiscal year.
- B. No later than the last day of February of each calendar year, the County Finance Officer shall deliver to the Fire Department such standard electronic budget forms as are necessary for the Fire Department to submit a proposed budget to the County Fire Commission.
- C. The Fire Department shall then:
  - 1. Using the County standard electronic budget forms publish the proposed budget.
  - 2. Provide a ten (10) day notice of open meeting and public hearing following budget publication.
  - 3. Hold the open meeting and public hearing, keeping minutes and recording of the public hearing.
  - 4. Following the public hearing, consider adoption of the proposed budget by the Fire Department.
- D. Following the Fire Department's adoption of the budget, the Department shall deliver the budget request, minutes and recording of the public hearing to the County via the County Emergency Services Director no later than April 15. Within the budget request, specific justification shall be given for any fire tax rate increase requested.

- E. The Fire Commission shall collect and consolidate all Fire Department budget requests and shall make the requests available to the public for review.
- F. After collecting all budget requests, the Fire Commission shall hold a special budget workshop during which representatives of the Fire Department(s) shall present their budgets to the Fire Commission. The representatives shall provide specific information regarding any fire tax rate adjustment requests as well as the expenditure(s) which necessitated such requests. The workshop shall be recorded and published by the County.
- G. Following the budget presentation(s) by the Fire Department(s) the Fire Commission shall set a date for a public hearing on all Fire Department budgets which shall be no sooner than ten (10) days following the Fire Commission workshop.
- H. The Fire Commission shall hold a budget public hearing. Following the public hearing, the Fire Commission shall vote on recommendations to be forwarded to the County Budget Officer (County Manager) on the fire district tax rates.
- I. The County Budget Officer shall place the fire district tax rates as recommended by the Fire Commission in the proposed county budget for Board of Commissioner Consideration.
- J. The Board of County Commissioners, as the governing body of the County of Sampson, retain all authority to set and amend local property tax rates, including that of fire tax districts. The Board of Commissioners shall consider the recommendations of the Fire Commission as part of the annual budget process.

#### SECTION 7. MODIFIED SECTION 8 OF AGREEMENT (FIRE DEPARTMENT’S USE OF FUNDS).

Section 8.0 of the Agreement entered into on July 1, 2020, is hereby amended to read as follows:

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department’s Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department’s Fire Response District and any other locations to which the Fire Department may be dispatched.

#### SECTION 8. MODIFIED SECTION 18 OF AGREEMENT (TERMINATION).

Section 18 of the Agreement entered on July 1, 2020, is hereby amended to read as follows:

Termination for Convenience. This Agreement may be terminated by either party without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination.

Default and Termination for Cause. Upon an event of default or failure to perform in accordance with the terms of the Agreement and Amendment, the non-defaulting party shall have the right to terminate upon thirty (30) calendar days written notice; to be served by certified mail. Upon being served with a notice of default and with the intent to terminate, the defaulting party shall be granted fifteen (15) days to cure the event of default. If such default is cured within fifteen (15) days, the notice of termination shall be rescinded. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement. All services, duties, responsibilities, and the terms and conditions defined within this Agreement and the Amendment are considered material, and the breach of any material term shall constitute a breach for the purposes of this Section 8.

For clarity, the timeframe detailed above shall replace the ninety (90) day timeframe detailed in Section 9 (Noncompliance By Fire Department).

**IN TESTIMONY WHEREOF**, the County has caused this instrument to be executed by its Chairman of the Board, and the Fire Department has caused this instrument to be executed b the Chair of its Board of Directors or other duly authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**SAMPSON COUNTY**

**SIGNED:** \_\_\_\_\_  
**Allen, McLamb, Chairman of the Board of Commissioners**

**ATTEST:** \_\_\_\_\_  
**Jeffrey L. Hudson, Interim County Manager**

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Melissa Burton, County Finance Officer**

**PINEY GROVE FIRE DEPARTMENT**

**SIGNED:** \_\_\_\_\_

**PRINT NAME / TITLE:** \_\_\_\_\_ / \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**PRINT NAME / TITLE:** \_\_\_\_\_ / \_\_\_\_\_

**STATE OF NORTH CAROLINA  
COUNTY OF SAMPSON**

**FIRE PROTECTION & RESCUE SERVICES CONTRACT AMENDMENT**

**THIS FIRE PROTECTION & RESCUE SERVICES CONTRACT AMENDMENT** (“Amendment”) is made and entered into effective the 1<sup>st</sup> Day of July 2025 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina (the “County”) and **TURKEY FIRE DEPARTMENT**, a North Carolina non-profit corporation (“Fire Department”). The County and Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the County and the Fire Department have operated under a service contract since the first day of July 2020; and,

**WHEREAS**, the County wishes to extend the term of the Fire Protection and Rescue Services Contract, while setting forth procedures helpful to the continued provision of services to the citizens; and,

**WHEREAS**, the Fire Department wishes to continue to provide services authorized by the service contract of July 1, 2020; and,

**WHEREAS**, this Amendment is entered into pursuant to Section 22 of the Fire Protection & Rescue Services Contract; and,

**WHEREAS**, the entire purpose of the Fire Protection & Rescue Services Contract is to ensure the correct provision of fire and rescue services to the citizens of Sampson County.

**AGREEMENT**

**NOW, THEREFORE**, for an in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree to the following amendments to the Fire Protection & Rescue Services Contract as follows:

**SECTION 1. CONTRACT EXTENSION**

Except as specifically set forth herein, all the terms and conditions of the Fire Protection & Rescue Services Contract originally entered into by the Parties on July 1, 2020 for a term of five (5) years is hereby extended for an additional five (5) year period lasting through June 30, 2030.

**SECTION 2. TRACKING AND REPORTING OF FIRE AND RESCUE SERVICES**

The County shall, through its Emergency Services and/or Emergency Communications Department, track all calls for fire and/or rescue services (as applicable) in the service district of the Fire Department. The County shall publish annually, no later than January 31<sup>st</sup> of each year, a report detailing the responses of each Fire Department subject to the Fire Protection & Rescue Services Contract and this Amendment. This report shall be made available to all Fire Departments of the County and the public. The report shall be used for the purposes of Section 5 of this Amendment.

For the first year following implementation of this Amendment, response reporting shall be from July 1 through December 31. For subsequent years, it shall be for the prior calendar year.



### **SECTION 3. ESTABLISHMENT OF A FIRE SERVICE BASE TAX RATE**

Effective July 1, 2025, concurrent with the County's 2025-2026 Fiscal year (FY25-26), supplemental funding originating from the county's General Fund received by the Fire Department shall end and the fire tax rate of the Fire Department's district is increased to generate revenue equivalent to that produced by the FY 24-25 approved fire tax rate plus the approved supplemental funding for FY24-25.

The fire tax rate thus calculated shall be considered the "base rate" for the FY 25-26 year. A list of the base fire tax rates by department for FY 25-26 is included at Exhibit A.

Nothing in this section prohibits the County from making special appropriations in future years, if in its sole discretion it deems it necessary to do so.

For clarity, this Section 3 of the Amendment supplants and otherwise renders null and void all terms and conditions related to Section 1 (Fire Service Tax and Supplemental Payments) of the original Agreement entered on July 1, 2020.

### **SECTION 4. INFLATION & MULTI-YEAR BUDGETING BASE RATE ADJUSTMENT**

Effective July 1, 2025, concurrent with the County's FY25-26, in addition to that rate specified in Section 3, the following adjustment is made. Recognizing the effects of inflation as well as the need for Fire Departments to conduct multi-year budgeting, the County shall adjust the fire tax base rate as established in Section 3 (and shown at Exhibit A) as follows:

- A. For departments with a calculated FY26 base rate of 0.050 to 0.064 the multi-year rate shall be 0.070
- B. For departments with a calculated FY26 base rate of 0.065 to 0.069 the multi-year rate shall be 0.075
- C. For departments with a calculated FY26 base rate of 0.070 to 0.074 the multi-year rate shall be 0.080
- D. For departments with a calculated FY26 base rate of 0.075 to 0.079 the multi-year rate shall be 0.085
- E. For departments with a calculated FY26 base rate of 0.080 to 0.084 the multi-year rate shall be 0.090
- F. For departments with a calculated FY26 base rate of 0.085 to 0.089 the multi-year rate shall be 0.095
- G. For departments with a calculated FY26 base rate of 0.090 to 0.099 the multi-year rate shall be 0.100

Absent a request from the Fire Department to modify their district's rate, these rates shall automatically continue at this specified level until after the next County tax base revaluation. In the first County fiscal year immediately following the completion of the County tax base revaluation, all fire tax district rates shall be reexamined and are subject to change.

### **SECTION 5. SIMPLIFIED PAYMENT AND BUDGETING FOR SERVICES PROVIDED**

Effective July 1, 2025, Fire Service District taxes will be paid to the Fire Department monthly as the taxes are collected by the County. All Fire Departments shall maintain their own fund balances as all fire taxes will be disbursed immediately upon collection by the County. Any Fire Department fund balance amounts held by the County as of the date of this agreement's final execution shall be disbursed to the Fire Department.

For clarity, this Section 5 of the Amendment supplants and otherwise renders null and void all terms and conditions related to Section 2 (Fund Balance) of the original Agreement entered on July 1, 2020.

No later than the last day of February of each calendar year, the Tax Administrator of the County shall publish information to the Fire Department on the current and projected tax base value within the service district, anticipated total fire tax revenues generated within the district, and the projected amount of revenues generated by one cent on the fire tax rate in the district for the coming fiscal year.

Effective as of the effective date of this Amendment, provided all the following criteria are met, Fire Departments shall not be required to submit annual budget requests to the Fire Commission or County

during those years between County tax base revaluation cycles. In the first fiscal year following a County tax base revaluation cycle all departments shall submit budgets to the County so that the County may consider departmental needs, special circumstances, and contemplate any changes to the multi-year rate.

- A. Publish and make available their full proposed budget for public review, provide a ten (10) day notice of public hearing, and hold a public hearing no less than ten (10) days prior to adoption of the Fire Department's annual budget.
- B. Respond to a minimum of 95% of all emergency fire and rescue calls for service listed within Exhibit A of the Agreement as tracked by the County. Minimum levels of acceptable response for service shall be defined as follows:
  - 1. Car Accident – Response with Class A Rated Engine
  - 2. Structure Fire – Response with Class A Rated Engine
  - 3. Brush/Woods Fire – Response with Class A Rated Engine or Brush Truck
  - 4. Fire Alarms – Any response as deemed appropriate by the Fire Department
  - 5. All Other Calls – Any response with vehicle as deemed appropriate by the Fire Department
- C. Abide by all other conditions of the Fire Protection and Services Contract
- D. Do not request an increase in the fire tax rate for their district.

## **SECTION 6. THE METHOD BY WHICH A FIRE TAX RATE IS DETERMINED.**

When a Fire Department submits a budget request to the County, the following method shall be utilized.

- A. No later than the last day of February of each calendar year, the County Tax Administrator shall provide to the Fire Department the current and projected tax base value within the service district, the anticipated total fire tax revenues within the service district at the then-current fire tax rate, and the projected amount of revenues generated by one cent on the fire tax rate for the coming fiscal year.
- B. No later than the last day of February of each calendar year, the County Finance Officer shall deliver to the Fire Department such standard electronic budget forms as are necessary for the Fire Department to submit a proposed budget to the County Fire Commission.
- C. The Fire Department shall then:
  - 1. Using the County standard electronic budget forms publish the proposed budget.
  - 2. Provide a ten (10) day notice of open meeting and public hearing following budget publication.
  - 3. Hold the open meeting and public hearing, keeping minutes and recording of the public hearing.
  - 4. Following the public hearing, consider adoption of the proposed budget by the Fire Department.
- D. Following the Fire Department's adoption of the budget, the Department shall deliver the budget request, minutes and recording of the public hearing to the County via the County Emergency Services Director no later than April 15. Within the budget request, specific justification shall be given for any fire tax rate increase requested.
- E. The Fire Commission shall collect and consolidate all Fire Department budget requests and shall make the requests available to the public for review.
- F. After collecting all budget requests, the Fire Commission shall hold a special budget workshop during which representatives of the Fire Department(s) shall present their budgets to the Fire Commission. The representatives shall provide specific information regarding any fire tax rate adjustment requests as well as the expenditure(s) which necessitated such requests. The workshop shall be recorded and published by the County.

- G. Following the budget presentation(s) by the Fire Department(s) the Fire Commission shall set a date for a public hearing on all Fire Department budgets which shall be no sooner than ten (10) days following the Fire Commission workshop.
- H. The Fire Commission shall hold a budget public hearing. Following the public hearing, the Fire Commission shall vote on recommendations to be forwarded to the County Budget Officer (County Manager) on the fire district tax rates.
- I. The County Budget Officer shall place the fire district tax rates as recommended by the Fire Commission in the proposed county budget for Board of Commissioner Consideration.
- J. The Board of County Commissioners, as the governing body of the County of Sampson, retain all authority to set and amend local property tax rates, including that of fire tax districts. The Board of Commissioners shall consider the recommendations of the Fire Commission as part of the annual budget process.

#### SECTION 7. MODIFIED SECTION 8 OF AGREEMENT (FIRE DEPARTMENT'S USE OF FUNDS).

Section 8.0 of the Agreement entered into on July 1, 2020, is hereby amended to read as follows:

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department's Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department's Fire Response District and any other locations to which the Fire Department may be dispatched.

#### SECTION 8. MODIFIED SECTION 18 OF AGREEMENT (TERMINATION).

Section 18 of the Agreement entered on July 1, 2020, is hereby amended to read as follows:

Termination for Convenience. This Agreement may be terminated by either party without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination.

Default and Termination for Cause. Upon an event of default or failure to perform in accordance with the terms of the Agreement and Amendment, the non-defaulting party shall have the right to terminate upon thirty (30) calendar days written notice; to be served by certified mail. Upon being served with a notice of default and with the intent to terminate, the defaulting party shall be granted fifteen (15) days to cure the event of default. If such default is cured within fifteen (15) days, the notice of termination shall be rescinded. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement. All services, duties, responsibilities, and the terms and conditions defined within this Agreement and the Amendment are considered material, and the breach of any material term shall constitute a breach for the purposes of this Section 8.

For clarity, the timeframe detailed above shall replace the ninety (90) day timeframe detailed in Section 9 (Noncompliance By Fire Department).

**IN TESTIMONY WHEREOF**, the County has caused this instrument to be executed by its Chairman of the Board, and the Fire Department has caused this instrument to be executed b the Chair of its Board of Directors or other duly authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**SAMPSON COUNTY**

**SIGNED:**

\_\_\_\_\_  
**Allen, McLamb, Chairman of the Board of Commissioners**

**ATTEST:**

\_\_\_\_\_  
**Jeffrey L. Hudson, Interim County Manager**

**PRE-AUDIT CERTIFICATION**

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Melissa Burton, County Finance Officer**

**TURKEY FIRE DEPARTMENT**

**SIGNED:**

\_\_\_\_\_

**PRINT NAME / TITLE:**

\_\_\_\_\_ / \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**PRINT NAME / TITLE:**

\_\_\_\_\_ / \_\_\_\_\_

**STATE OF NORTH CAROLINA  
COUNTY OF SAMPSON**

**10-CENT FIXED FIRE TAX  
FIRE PROTECTION & RESCUE SERVICES CONTRACT AMENDMENT**

**THIS FIRE PROTECTION & RESCUE SERVICES CONTRACT AMENDMENT** (“Amendment”) is made and entered into effective the 1<sup>st</sup> Day of July 2025 by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina (the “County”) and **TURKEY FIRE DEPARTMENT**, a North Carolina non-profit corporation (“Fire Department”). The County and Fire Department may be referred to herein at times individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the County and the Fire Department have operated under a service contract since the first day of July 2020; and,

**WHEREAS**, the County wishes to extend the term of the Fire Protection and Rescue Services Contract, while setting forth procedures helpful to the continued provision of services to the citizens; and,

**WHEREAS**, the Fire Department wishes to continue to provide services authorized by the service contract of July 1, 2020; and,

**WHEREAS**, this Amendment is entered into pursuant to Section 22 of the Fire Protection & Rescue Services Contract; and,

**WHEREAS**, the entire purpose of the Fire Protection & Rescue Services Contract is to ensure the correct provision of fire and rescue services to the citizens of Sampson County.

**AGREEMENT**

**NOW, THEREFORE**, for an in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree to the following amendments to the Fire Protection & Rescue Services Contract as follows:

**SECTION 1. CONTRACT EXTENSION**

Except as specifically set forth herein, all the terms and conditions of the Fire Protection & Rescue Services Contract originally entered into by the Parties on July 1, 2020 for a term of five (5) years is hereby extended for an additional five (5) year period lasting through June 30, 2030.

**SECTION 2. TRACKING AND REPORTING OF FIRE AND RESCUE SERVICES**

The County shall, through its Emergency Services and/or Emergency Communications Department, track all calls for fire and/or rescue services (as applicable) in the service district of the Fire Department. The County shall publish annually, no later than January 31<sup>st</sup> of each year, a report detailing the responses of each Fire Department subject to the Fire Protection & Rescue Services Contract and this Amendment. This report shall be made available to all Fire Departments of the County and the public. The report shall be used for the purposes of Section 5 of this Amendment.

For the first year following implementation of this Amendment, response reporting shall be from July 1 through December 31. For subsequent years, it shall be for the prior calendar year.

### **~~SECTION 3. ESTABLISHMENT OF A FIRE SERVICE BASE TAX RATE~~**

~~Effective July 1, 2025, concurrent with the County's 2025-2026 Fiscal year (FY25-26), supplemental funding originating from the county's General Fund received by the Fire Department shall end and the fire tax rate of the Fire Department's district is increased to generate revenue equivalent to that produced by the FY 24-25 approved fire tax rate plus the approved supplemental funding for FY24-25.~~

~~The fire tax rate thus calculated shall be considered the "base rate" for the FY 25-26 year. A list of the base fire tax rates by department for FY 25-26 is included at Exhibit A.~~

~~Nothing in this section prohibits the County from making special appropriations in future years, if in its sole discretion it deems it necessary to do so.~~

~~For clarity, this Section 3 of the Amendment supplants and otherwise renders null and void all terms and conditions related to Section 1 (Fire Service Tax and Supplemental Payments) of the original Agreement entered on July 1, 2020.~~

### **~~SECTION 4. INFLATION & MULTI-YEAR BUDGETING BASE RATE ADJUSTMENT~~**

~~Effective July 1, 2025, concurrent with the County's FY25-26, in addition to that rate specified in Section 3, the following adjustment is made. Recognizing the effects of inflation as well as the need for Fire Departments to conduct multi-year budgeting, the County shall adjust the fire tax base rate as established in Section 3 (and shown at Exhibit A) as follows:~~

- ~~A. For departments with a calculated FY26 base rate of 0.050 to 0.064 the multi-year rate shall be 0.070~~
- ~~B. For departments with a calculated FY26 base rate of 0.065 to 0.069 the multi-year rate shall be 0.075~~
- ~~C. For departments with a calculated FY26 base rate of 0.070 to 0.074 the multi-year rate shall be 0.080~~
- ~~D. For departments with a calculated FY26 base rate of 0.075 to 0.079 the multi-year rate shall be 0.085~~
- ~~E. For departments with a calculated FY26 base rate of 0.080 to 0.084 the multi-year rate shall be 0.090~~
- ~~F. For departments with a calculated FY26 base rate of 0.085 to 0.089 the multi-year rate shall be 0.095~~
- ~~G. For departments with a calculated FY26 base rate of 0.090 to 0.099 the multi-year rate shall be 0.100~~

~~Absent a request from the Fire Department to modify their district's rate, these rates shall automatically continue at this specified level until after the next County tax base revaluation. In the first County fiscal year immediately following the completion of the County tax base revaluation, all fire tax district rates shall be reexamined and are subject to change.~~

### **SECTION 4. SET FIRE TAX RATE**

The default multi-year fire tax rate for this district is set at ten (10) cents until the fiscal year following the next county revaluation date. In the first County fiscal year immediately following the completion of the County tax base revaluation, all fire tax district rates shall be reexamined and are subject to change. The Board of County Commissioners have the sole discretion to set the fire tax rate and cannot bind future boards.

### **SECTION 5. SIMPLIFIED PAYMENT AND BUDGETING FOR SERVICES PROVIDED**

Effective July 1, 2025, Fire Service District taxes will be paid to the Fire Department monthly as the taxes are collected by the County. All Fire Departments shall maintain their own fund balances as all fire taxes will be disbursed immediately upon collection by the County. Any Fire Department fund balance amounts held by the County as of the date of this agreement's final execution shall be disbursed to the Fire Department.

For clarity, this Section 5 of the Amendment supplants and otherwise renders null and void all terms and conditions related to Section 2 (Fund Balance) of the original Agreement entered on July 1, 2020.



No later than the last day of February of each calendar year, the Tax Administrator of the County shall publish information to the Fire Department on the current and projected tax base value within the service district, anticipated total fire tax revenues generated within the district, and the projected amount of revenues generated by one cent on the fire tax rate in the district for the coming fiscal year.

Effective as of the effective date of this Amendment, provided all the following criteria are met, Fire Departments shall not be required to submit annual budget requests to the Fire Commission or County during those years between County tax base revaluation cycles. In the first fiscal year following a County tax base revaluation cycle all departments shall submit budgets to the County so that the County may consider departmental needs, special circumstances, and contemplate any changes to the multi-year rate.

- A. Publish and make available their full proposed budget for public review, provide a ten (10) day notice of public hearing, and hold a public hearing no less than ten (10) days prior to adoption of the Fire Department's annual budget.
- B. Respond to a minimum of 95% of all emergency fire and rescue calls for service listed within Exhibit A of the Agreement as tracked by the County. Minimum levels of acceptable response for service shall be defined as follows:
  - 1. Car Accident – Response with Class A Rated Engine
  - 2. Structure Fire – Response with Class A Rated Engine
  - 3. Brush/Woods Fire – Response with Class A Rated Engine or Brush Truck
  - 4. Fire Alarms – Any response as deemed appropriate by the Fire Department
  - 5. All Other Calls – Any response with vehicle as deemed appropriate by the Fire Department
- C. Abide by all other conditions of the Fire Protection and Services Contract
- D. Do not request an increase in the fire tax rate for their district.

## **SECTION 6. THE METHOD BY WHICH A FIRE TAX RATE IS DETERMINED.**

When a Fire Department submits a budget request to the County, the following method shall be utilized.

- A. No later than the last day of February of each calendar year, the County Tax Administrator shall provide to the Fire Department the current and projected tax base value within the service district, the anticipated total fire tax revenues within the service district at the then-current fire tax rate, and the projected amount of revenues generated by one cent on the fire tax rate for the coming fiscal year.
- B. No later than the last day of February of each calendar year, the County Finance Officer shall deliver to the Fire Department such standard electronic budget forms as are necessary for the Fire Department to submit a proposed budget to the County Fire Commission.
- C. The Fire Department shall then:
  - 1. Using the County standard electronic budget forms publish the proposed budget.
  - 2. Provide a ten (10) day notice of open meeting and public hearing following budget publication.
  - 3. Hold the open meeting and public hearing, keeping minutes and recording of the public hearing.
  - 4. Following the public hearing, consider adoption of the proposed budget by the Fire Department.
- D. Following the Fire Department's adoption of the budget, the Department shall deliver the budget request, minutes and recording of the public hearing to the County via the County Emergency Services Director no later than April 15. Within the budget request, specific justification shall be given for any fire tax rate increase requested.

- E. The Fire Commission shall collect and consolidate all Fire Department budget requests and shall make the requests available to the public for review.
- F. After collecting all budget requests, the Fire Commission shall hold a special budget workshop during which representatives of the Fire Department(s) shall present their budgets to the Fire Commission. The representatives shall provide specific information regarding any fire tax rate adjustment requests as well as the expenditure(s) which necessitated such requests. The workshop shall be recorded and published by the County.
- G. Following the budget presentation(s) by the Fire Department(s) the Fire Commission shall set a date for a public hearing on all Fire Department budgets which shall be no sooner than ten (10) days following the Fire Commission workshop.
- H. The Fire Commission shall hold a budget public hearing. Following the public hearing, the Fire Commission shall vote on recommendations to be forwarded to the County Budget Officer (County Manager) on the fire district tax rates.
- I. The County Budget Officer shall place the fire district tax rates as recommended by the Fire Commission in the proposed county budget for Board of Commissioner Consideration.
- J. The Board of County Commissioners, as the governing body of the County of Sampson, retain all authority to set and amend local property tax rates, including that of fire tax districts. The Board of Commissioners shall consider the recommendations of the Fire Commission as part of the annual budget process.

#### SECTION 7. MODIFIED SECTION 8 OF AGREEMENT (FIRE DEPARTMENT’S USE OF FUNDS).

Section 8.0 of the Agreement entered into on July 1, 2020, is hereby amended to read as follows:

8.0. The Fire Department shall use the funds subject to this Agreement in accordance with its annual budget. This budget may be amended by the Fire Department’s Board of Directors within the approved total appropriations made available pursuant to this Agreement, provided that all appropriations must be used for furnishing the Required Services within the Fire Department’s Fire Response District and any other locations to which the Fire Department may be dispatched.

#### SECTION 8. MODIFIED SECTION 18 OF AGREEMENT (TERMINATION).

Section 18 of the Agreement entered on July 1, 2020, is hereby amended to read as follows:

Termination for Convenience. This Agreement may be terminated by either party without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the effective date of termination.

Default and Termination for Cause. Upon an event of default or failure to perform in accordance with the terms of the Agreement and Amendment, the non-defaulting party shall have the right to terminate upon thirty (30) calendar days written notice; to be served by certified mail. Upon being served with a notice of default and with the intent to terminate, the defaulting party shall be granted fifteen (15) days to cure the event of default. If such default is cured within fifteen (15) days, the notice of termination shall be rescinded. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Agreement. All services, duties, responsibilities, and the terms and conditions defined within this Agreement and the Amendment are considered material, and the breach of any material term shall constitute a breach for the purposes of this Section 8.

For clarity, the timeframe detailed above shall replace the ninety (90) day timeframe detailed in Section 9 (Noncompliance By Fire Department).

**IN TESTIMONY WHEREOF**, the County has caused this instrument to be executed by its Chairman of the Board, and the Fire Department has caused this instrument to be executed b the Chair of its Board of Directors or other duly authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its Articles of Incorporation and Bylaws, as well as its Fire Chief.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**SAMPSON COUNTY**

**SIGNED:**

\_\_\_\_\_  
**Allen, McLamb, Chairman of the Board of Commissioners**

**ATTEST:**

\_\_\_\_\_  
**Jeffrey L. Hudson, Interim County Manager**

**PRE-AUDIT CERTIFICATION**

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Melissa Burton, County Finance Officer**

**TURKEY FIRE DEPARTMENT**

**SIGNED:**

\_\_\_\_\_

**PRINT NAME / TITLE:**

\_\_\_\_\_ / \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**PRINT NAME / TITLE:**

\_\_\_\_\_ / \_\_\_\_\_

## Request for Replacement of County Voting System

The Sampson County Board of Elections ("Board"), having met on April 15<sup>th</sup>, 2025 hereby seeks the approval of the State Board of Elections to replace its voting system, or a portion thereof. Before approving the adoption and acquisition of any voting system by the board of county commissioners, the county board of elections carried out the following steps, which are documented on this form.

### STEP 1: DEMONSTRATION

The county board must witness a demonstration of the recommended voting system plus at least one other certified voting system not currently used in the county. The demonstration can take place in the county, at a site designated by the State Board, or by virtual means.

- The demonstration should be organized as part of a public meeting with invitations sent to the county board of commissioners, the county manager, the county attorney, and the political parties in the county.
- The county board should give public notice of the demonstration and meeting, as it does for all other board meetings.
- A majority of county board members voting on the recommendation must have witnessed a demonstration. All five members of the county board of elections should attend a demonstration if possible.

<p>County Board member 1: <u>Shesri White-Williamson</u></p> <p>Voting Systems Reviewed:</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.2  <input checked="" type="checkbox"/> Hart InterCivic Verity 2.5                 </div> <div> <input checked="" type="checkbox"/> ES&amp;S EVS 5.2.4.0  <input checked="" type="checkbox"/> ES&amp;S EVS 6.3.0.0                 </div> <div> <input type="checkbox"/> ES&amp;S Unity 3.4.1.1                 </div> </div>	<p>Demo <u>Sampson</u></p> <p>Location: <u>BOE office</u> Date: <u>04-15-2025</u></p>
<p>County Board member 2: <u>Coley Michael Warren</u></p> <p>Voting Systems Reviewed:</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.2  <input checked="" type="checkbox"/> Hart InterCivic Verity 2.5                 </div> <div> <input checked="" type="checkbox"/> ES&amp;S EVS 5.2.4.0  <input checked="" type="checkbox"/> ES&amp;S EVS 6.3.0.0                 </div> <div> <input type="checkbox"/> ES&amp;S Unity 3.4.1.1                 </div> </div>	<p>Demo <u>Sampson</u></p> <p>Location: <u>BOE office</u> Date: <u>04-15-2025</u></p>
<p>County Board member 3: <u>Franklin Brown</u></p> <p>Voting Systems Reviewed:</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.2  <input checked="" type="checkbox"/> Hart InterCivic Verity 2.5                 </div> <div> <input checked="" type="checkbox"/> ES&amp;S EVS 5.2.4.0  <input checked="" type="checkbox"/> ES&amp;S EVS 6.3.0.0                 </div> <div> <input type="checkbox"/> ES&amp;S Unity 3.4.1.1                 </div> </div>	<p>Demo <u>Sampson</u></p> <p>Location: <u>BOE office</u> Date: <u>04-15-2025</u></p>
<p>County Board member 4: <u>Dwight Williams</u></p> <p>Voting Systems Reviewed:</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.2  <input checked="" type="checkbox"/> Hart InterCivic Verity 2.5                 </div> <div> <input checked="" type="checkbox"/> ES&amp;S EVS 5.2.4.0  <input checked="" type="checkbox"/> ES&amp;S EVS 6.3.0.0                 </div> <div> <input type="checkbox"/> ES&amp;S Unity 3.4.1.1                 </div> </div>	<p>Demo <u>Sampson</u></p> <p>Location: <u>BOE office</u> Date: <u>04-15-2025</u></p>
<p>County Board member 5: <u>John Daniel Jackson</u></p> <p>Voting Systems Reviewed:</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.2  <input checked="" type="checkbox"/> Hart InterCivic Verity 2.5                 </div> <div> <input checked="" type="checkbox"/> ES&amp;S EVS 5.2.4.0  <input checked="" type="checkbox"/> ES&amp;S EVS 6.3.0.0                 </div> <div> <input type="checkbox"/> ES&amp;S Unity 3.4.1.1                 </div> </div>	<p>Demo <u>Sampson</u></p> <p>Location: <u>BOE office</u> Date: <u>04-15-2025</u></p>

## STEP 2: PRELIMINARY RECOMMENDATION

The county board must make a preliminary recommendation to the board of county commissioners as to which voting system should be acquired by the county.

- Official action to preliminarily recommend can be taken as soon as the same meeting during which the demonstration is conducted, provided the meeting is properly noticed. Alternatively, the meeting to preliminarily recommend a voting system may be noticed prior to the demonstration as long as the meeting is held after the demonstration.
- The Board can recommend by resolution, letter, presentation, or other official action.

Following the voting system demonstration, the Board recommended:	
<input checked="" type="checkbox"/>	by resolution dated <u>April 15<sup>th</sup>, 2025</u>
<input type="checkbox"/>	by letter dated _____ signed by _____
<input type="checkbox"/>	by presentation given on _____
<input checked="" type="checkbox"/>	by nature of an official action taken on <u>April 15<sup>th</sup>, 2025</u>
that <u>Sampson</u> County adopt and acquire the:	
<input type="checkbox"/>	ES&S EVS 6.3.0.0 Voting System
<input checked="" type="checkbox"/>	ES&S EVS 5.2.4.0 Voting System
<input type="checkbox"/>	ES&S Unity 3.4.1.1 Voting System
<input type="checkbox"/>	Hart InterCivic Verity 2.5 Voting System

## STEP 3: TEST THE PROPOSED VOTING SYSTEM

The county board must either: (1) test the proposed voting system in at least one precinct where the voting system would be used if adopted, or (2) test the proposed voting system in a simulated election.

- County board staff must notify State Board voting systems staff via email ([votingsystems.sboe@ncsbe.gov](mailto:votingsystems.sboe@ncsbe.gov)) of its intent to test the recommended voting system.
- The voting systems election management system and the components of the system must undergo Logic & Accuracy testing prior to use in the test election.
- After completing the test election, the county board must determine that the recommended voting system has met the requirements for voting in that county.
- Simulated elections must be conducted in accordance with the Standards for Simulated Election policy.

<input checked="" type="checkbox"/>	On <u>05-06-2025</u> , the county board staff notified the State Board of Elections voting systems staff of its intent to test the recommended voting system.
<input checked="" type="checkbox"/>	The recommended voting system was tested on <u>05-13-2025</u> . The voting systems election management system and all of the components of the system were subject to Logic & Accuracy testing prior to use in the test election.
<input type="checkbox"/>	If tested during a real election, the recommended voting system was tested in _____ one-stop absentee voting site(s) and/or _____ Election Day precinct(s).
<input checked="" type="checkbox"/>	The Board, having completed its election (real or simulated) in which the recommended voting system was tested, has determined that the recommended system meets the requirements for voting in the county.



#### STEP 4: SBE APPROVAL

The county board must obtain the approval of the State Board before replacing any voting system, or any portion thereof.

The County Board seeks the approval of the State Board of Elections to replace its current voting system, or a portion thereof, with the following voting system:

- |   |  |
|---|--|
| <input type="checkbox"/> Hart InterCivic Verity 2.5 Voting System | <input type="checkbox"/> ES&S Unity 3.4.1.1 Voting System          |
| <input type="checkbox"/> ES&S EVS 6.3.0.0 Voting System           | <input checked="" type="checkbox"/> ES&S EVS 5.2.4.0 Voting System |

The Board proposes to adopt and acquire the voting system's election management system (EMS) and the following components of the system:

Component Type	Model	Quantity
Precinct Ballot Tabulator (PBT)	DS2002	Currently Have 30
Central Ballot Tabulator (CBT)		
Ballot Marking Device (BMD)	AutoMark S	Currently Have 26
BMD Printer		
Ballot on Demand (BOD) Printers		

The Board proposes to use the AutoMark ballot marking device and its accessible peripherals to meet ADA requirements to allow for accessible voting.

Along with this request, the County Board is submitting the proposed vendor contract to permit the State Board of Elections to review and approve the terms of the vendor's contract.

THE COMPLETION OF THE FORGOING STEPS IS ATTESTED TO AND THE REQUEST FOR APPROVAL OF VOTING SYSTEM REPLACEMENT IS HEREBY MADE BY:

Board Chair:

Sue White Hallamson

Date:

5/13/25

Board Secretary:

Michael Wane

Date:

5/13/25

Board Member:

Danny Jalson

Date:

5/13/25

Board Member:

[Signature]

Date:

5/13/25

Board Member:

[Signature]

Date:

5/13/25

State Board of Elections use only	
The proposed voting system replacement <input type="checkbox"/> IS <input type="checkbox"/> IS NOT approved.	
Approved by:	<u>[Signature]</u>
	Date: <u>5/16/25</u>

#### STEP 5: ADOPTION AND ACQUISITION OF NEW VOTING SYSTEM BY BOARD OF COUNTY COMMISSIONERS

Following SBE approval, the County Board understands that it may then proceed to ask its Board of County Commissioners for the approval and funding to acquire the recommended voting system. The board of county commissioners, with the approval of the county board of elections, may adopt and acquire only a voting system of a type, make, and model certified by the State Board for use in some or all voting places in the county at some or all elections. The board of county commissioners may decline to adopt and acquire any voting system recommended by the county board of elections but may not adopt and acquire any voting system that has not been approved by the county board of elections.



RESOLUTION TO RECOMMEND THE PURCHASE AND USE OF ES&S EVS 5.2.4.0

WHEREAS, the Sampson County Board of Elections must follow the statutory requirements of N.C. Gen. Stat. § 163-165.9 when recommending the adoption and acquisition of any voting system to the Board of County Commissioners; and

WHEREAS, the Sampson County Board of Elections will be purchasing ES&S EVS 5.2.4.0 Voting System, with assistance from the NC State Board of Elections that has been awarded a Homeland Security Grant for the replacement of Unity 3.4.1.1.

WHEREAS, the Sampson County Board of Elections properly gave public notice of a demonstration of the recommended voting system on April 15, 2025;

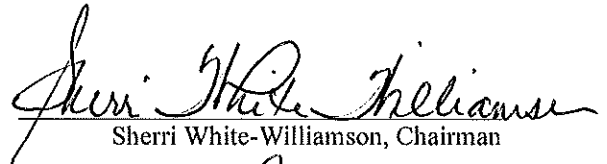
WHEREAS, a majority of the Sampson County Board of Elections witnessed a demonstration in Sampson County of the type of voting system to be recommended at its open meeting on April 15, 2025 and has also witnessed a demonstration of at least one other type of voting system certified by the State Board on April 15, 2025;

WHEREAS, the voting system will be tested by a simulation in accordance with the standards established by the N.C. State Board of Elections at a simulation at the Sampson County Board of Elections Office conducted by Print Elect;

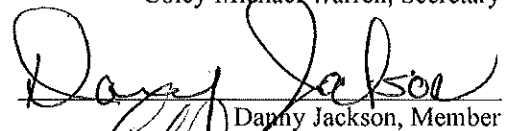
NOW THEREFORE BE IT RESOLVED THAT the Sampson County Board of Elections recommends the purchase and use of ES&S EVS 5.2.4.0 Voting System; and

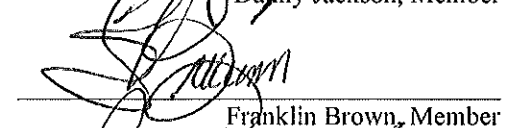
BE IT FURTHER RESOLVED that the Sampson County Board of Elections preliminarily recommends to the Sampson County Board of County Commissioners that it adopt and purchase the ES&S EVS 5.2.4.0 Voting System.

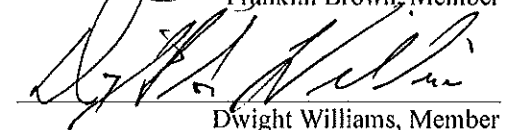
Adopted this 15th day of April 2025.

  
Sherri White-Williamson, Chairman

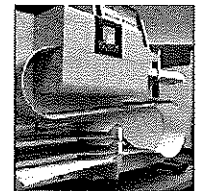
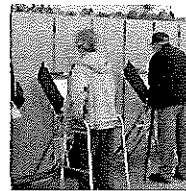
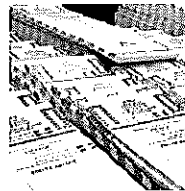
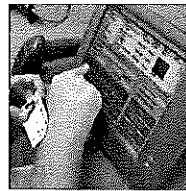
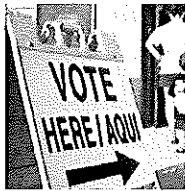
  
Coley Michael Warren, Secretary

  
Danny Jackson, Member

  
Franklin Brown, Member

  
Dwight Williams, Member





**Election Systems & Software, LLC**  
 11208 John Galt Blvd  
 Omaha, NE 68137

## EVS 5.2.4.0 Reporting Standard Standalone System Purchase Order

This Purchase Order is valid through May 11, 2025 (See Note 1).

**State of North Carolina BOE**

430 N. Salisbury Street  
 Raleigh, NC 27603

Quantity	Part #	Description	Price	Ext. Price
<b>EMS WORKSTATION</b>				
1	96164	DELL LAPTOP - REFURBISHED	\$1,047.00	\$1,047.00
		<ul style="list-style-type: none"> <li>• Dell Latitude 5580 (6th Gen)</li> <li>• i5-6300U CPU</li> <li>• 16GB RAM</li> <li>• 512GB SSD</li> <li>• Windows 10 Pro downgraded to Win 7</li> </ul>		
1	96002	DELL EXTERNAL USB SLIM DVD+/-RW OPTICAL DRIVE	\$70.00	\$70.00
1	96008	*SYMANTEC ENDPOINT PROTECTION 14.0.1	\$61.00	\$61.00
<b>MISCELLANEOUS COMPONENTS</b>				
1	97-10049-00	EMS REPORT PRINTER – L6400DWVS – BROTHER HL-L6400B/W DUPLICATE LASER PRINTER	\$570.00	\$570.00
1	96016	LD 6' USB 2.0A-B CABLE, T, IVOTR, RTAL 6' USB CABLE	\$8.00	\$8.00
<b>SERVICES</b>				
1	510210	STANDALONE EMS INSTALL	\$1,540.00	\$1,540.00
		<ul style="list-style-type: none"> <li>• Staging of EMS workstations at ES&amp;S Technical Services lab.               <ul style="list-style-type: none"> <li>o Includes the installation, configuration, and testing of EMS workstation.</li> </ul> </li> <li>• Equipment is shipped to customer location.               <ul style="list-style-type: none"> <li>o Physical installation of workstation and related hardware (Printer, UPS, etc.) performed by customer.</li> </ul> </li> <li>• EMS installation summary documentation provided to customer upon completion of installation.</li> </ul>		
<b>SHIPPING AND HANDLING</b>				

1	FREIGHT	SHIPPING & HANDLING - EMS EQUIPMENT	\$199.00	\$199.00
		Order Total		\$3,495.00

**Invoicing and Payment Terms:**

100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of corresponding ES&S Invoice.

**Note 1:** This Purchase Order is valid through the date set forth above (the "Expiration Date"). Due to fluctuating pricing and availability of third party hardware and software, this Purchase Order shall expire and be of no further force and effect in the event the Customer does not sign and return this Purchase Order for execution by ES&S prior to the Expiration Date. In the event this Purchase order expires, ES&S shall provide the Customer with a new purchase order which may include changes in both pricing and third party equipment and software components.

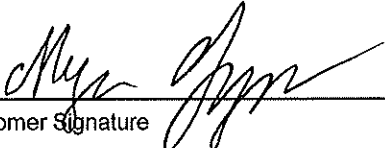
**Note 2:** Unless otherwise indicated, any applicable (City & State) sales taxes have not been included in pricing and are the sole responsibility of Customer.

**Note 3:** Network Cabling is not included.

**Note 4:** Third Party Items are purchased directly from the component manufacturers and lead times may vary. In order to allow ES&S sufficient time to receive, configure, deliver and install the Third-Party Items, ES&S strongly recommends that the Customer sign and return the Purchase Order at least sixty (60) calendar days prior to the Customer's expected delivery date. Delivery and installation at Customer's location shall be scheduled subject to ES&S' receipt and configuration of the Third-Party Items. ES&S shall not be responsible for any delays caused by supply chain shortages or availability of any parts or components of any Third-Party Items.

**Note 5:** ES&S reserves the right to substitute third party equipment and software components contained herein provided such substitutions are of the same or greater quality and such substitutions meet any applicable requirements in order to be used in

By signing below, Customer acknowledges that ES&S is purchasing the third party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third Party Items which are provided to ES&S.

  
 Customer Signature

4/15/2025  
 Date

Director  
 Title



# NORTH CAROLINA

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## STATE BOARD OF ELECTIONS

*Mailing Address:*  
P.O. Box 27255,  
Raleigh, NC 27611  
(919) 814-0700 or  
(866) 522-4723  
*Fax:* (919) 715-0135

**TO:** Alexander County Board of Elections  
Anson County Board of Elections  
Bladen County Board of Elections  
Clay County Board of Elections  
Dare County Board of Elections  
Franklin County Board of Elections  
Halifax County Board of Elections  
Northampton County Board of Elections  
Orange County Board of Elections  
Pamlico County Board of Elections  
Pitt County Board of Elections  
Sampson County Board of Elections  
Stokes County Board of Elections  
Watauga County Board of Elections

**FROM:** Karen Brinson Bell, Executive Director

**DATE:** January 30, 2025

**RE:** Homeland Security Grant Program award to replace Unity 3.4.1.1

On September 1, 2024, the State Board of Elections was awarded \$42,100 to improve election security by replacing outdated, Windows XP reliant Unity election management systems in counties through the Federal Emergency Management Agency (FEMA) Homeland Security Grant Program.

As a county listed in this memorandum, the State Board of Elections shall pay for your county to upgrade/replace Unity 3.4.1.1, which has Windows XP as its operating system and is no longer supported. The grant award is evenly divided among the 14 identified counties, such that each county may apply \$3,007.14 towards a new election management system per the North Carolina Elections Systems Certification Program and Numbered Memo 2021-01 (revised July 20, 2023). Payment will be made by NCSBE to the certified voting system company upon completion of the certification and procurement process defined in the Certification Program and the numbered memo.

Laptops/desktops provided under this grant will be tagged as State-owned fixed assets, and counties will be required to maintain inventory records, reportable to the State Board of Elections annually in June.

Questions or additional assistance should be directed to Neil Baddour, Voting Technology Certification Manager, at [neil.baddour@ncsbe.gov](mailto:neil.baddour@ncsbe.gov).





# NORTH CAROLINA

## STATE BOARD OF ELECTIONS

*Mailing Address:*  
P.O. Box 27255  
Raleigh, NC 27611

(919) 814-0700 or  
(866) 522-4723

*Fax:* (919) 715-0135

### Numbered Memo 2021-01

**TO:** County Boards of Elections  
**FROM:** Karen Brinson Bell, Executive Director  
**RE:** Procedures for Purchasing Voting Equipment  
**DATE:** March 1, 2021 (Revised April 14, 2023; July 20, 2023)

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This Numbered Memo updates [Numbered Memo 2019-04](#) and details the procedures a county board of elections is required to follow when seeking to purchase certified voting systems and components.

When seeking to use a new voting system in the county, a county board of elections must follow the same procedures regardless of when the voting system was certified.

Only voting systems certified by the State Board may be used in North Carolina. North Carolina law and the Elections Systems Certification Program adopted by the State Board establish the role of the county board of elections in selecting a new voting system for that county and impose procedures during and after the adoption and acquisition of a certified voting system for use in the county.

For detailed information on the certification process and the role of the State Board and vendors, please see the [Elections Systems Certification Program](#).

### Voting Systems Certified by the State Board

The following voting systems are certified for use in North Carolina:

- ES&S EVS 6.3.0.0
  - DS200 precinct tabulator
  - DS300 precinct tabulator
  - DS850 central tabulator
  - DS450 central tabulator
  - DS950 central tabulator
  - ExpressVote ballot marking device
- ES&S EVS 5.2.4.0
  - DS200 precinct tabulator
  - DS450 central tabulator
  - DS850 central tabulator
  - ExpressVote ballot marking device



- AutoMARK ballot marking device
- Hart InterCivic Verity Voting 2.2/2.5
  - Verity Scan precinct tabulator
  - Verity Touch Writer ballot marking device
  - Verity Central Workstation central tabulator
  - Verity Print ballot on demand
- ES&S Unity 3.4.1.1
  - M100 precinct tabulator
  - DS200 precinct tabulator
  - M650 central tabulator
  - DS850 central tabulator
  - AutoMARK ballot marking device
- ES&S Unity 3.0.1.1
  - M100 precinct tabulator
  - M650 central tabulator
  - AutoMARK ballot marking device
- Clear Ballot ClearVote 1.4<sup>1</sup>
  - ClearCast precinct tabulator
  - ClearAccess ballot marking device
  - ClearCount central tabulator
  - ClearAudit election audit system

## Requirements for Adopting and Acquiring a Certified Voting System

Ultimately, the county board of commissioners (with the recommendation and approval of the county board of elections) must adopt and acquire a voting system that is certified by the State Board for use in the county. Before the board of county commissioners approves the adoption and acquisition of a voting system, the county board of elections must do the following:<sup>2</sup>

**Step 1:** Witness a demonstration of the recommended voting system plus at least one other certified voting system not currently used in your county. The demonstration can take place in the county or at a site designated by the State Board.

- The demonstration should be organized as part of a public meeting with invitations sent to the county board of commissioners, the county manager, the county attorney, and the political parties in the county.
- The county board should give public notice of the demonstration and meeting, as it does for all other board meetings.

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<sup>1</sup> Clear Ballot is not currently used in any county in North Carolina.

<sup>2</sup> See G.S. § 163-165.9 and Section 3.3.2 of the Certification Program.

- A majority of county board members must meet the demonstration requirement. All board members of the county board of elections should witness a demonstration if possible.

**Step 2:** Make a preliminary recommendation to the board of county commissioners as to which voting system should be acquired by the county.

- Official action to preliminarily recommend to the board of commissioners can be taken as soon as the same meeting during which the demonstration is conducted, provided the meeting is properly noticed. Alternatively, the meeting to preliminarily recommend a voting system may be noticed prior to the demonstration as long as the meeting is held after the demonstration.
- The Board can document its recommendation by resolution, letter, presentation, or other official action.

**Step 3:** The county board must either: (1) test the proposed voting system in at least one precinct where the voting system would be used if adopted, or (2) test the proposed voting system in a simulated election.

Option 1: Testing in a Precinct in an Election

- County board staff must notify State Board voting systems staff of its intent to test the recommended voting system.
- The voting systems election management system and the components of the system must undergo Logic & Accuracy testing prior to use in the test election.
- After completing canvass, the county board must determine that the recommended voting system has met the requirements for voting in that county.

Option 2: Testing in a Simulated Election

- County boards may test proposed voting equipment in a simulated election, in accordance with standards established by the State Board.<sup>3</sup>
- Please refer to the *Standards for Simulated Election* policy, adopted by the State Board on July 31, 2020 (revised March 28, 2023), for more information on how to test the proposed equipment in a simulated election. The policy is attached to this memo.
- State Board staff must be notified of any plans to conduct a simulated election prior to scheduling.

**Step 4:** Seek State Board approval to replace the current voting system.

- The county board of elections cannot replace any voting system, or any portion thereof, without approval of the State Board.<sup>4</sup>

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<sup>3</sup> G.S. § 163-165.9(a)(3)(b).

<sup>4</sup> See G.S. § 163-165.9(b)(3).

- The form to request approval is attached to this memo.

#### Step 5: Make a final recommendation to the board of county commissioners.

- The board of commissioners can decline to adopt or acquire any voting system recommended by the county board of elections, but it cannot adopt and acquire a voting system that has not been approved by the county board of elections.<sup>5</sup>
- The public contracting and procurement statutes do not apply to the purchase of a certified voting system.
- Along with the final recommendation, the CBE must submit the proposed vendor contract to the State Board of Elections for review and approval.

### Requirements After the County Has Adopted and Acquired a Certified Voting System

The county board of elections must conduct acceptance testing when a newly procured voting system (or any newly acquired type of equipment for a voting system) is delivered. Acceptance testing ensures that the system delivered is identical to that which was certified and that it operates in good working condition. This testing is conducted by the county board with the assistance of State Board staff or consultants approved by the State Board.

Additionally, the county board of elections must also comply with any requirements of the State Board regarding training and support of the voting system by completing all of the following:<sup>6</sup>

- The CBE must comply with all of the vendor's specifications for ballot printers. The CBE can contract with noncertified ballot printer vendors as long as that vendor meets all of the specifications and the State Board's quality assurance requirements.
- The CBE must maintain annual software license agreements.
- The CBE must uphold annual maintenance agreements necessary to maintain the warranty of the voting system or employ qualified personnel to maintain a voting system in lieu of entering into maintenance agreements.
- Before entering into any maintenance agreement, the CBE shall ensure the vendor agrees to operate a training program for qualified personnel hired by the CBE.
- The CBE must notify the State Board at the time of every repair, according to State Board guidelines.
- The CBE must continue to comply with the [Voting Systems Vendor Code of Ethics](#).

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<sup>5</sup> See G.S. § 163-165.8.

<sup>6</sup> See G.S. § 163-165.9A(a).

## Frequently Asked Questions

Q: The county board wants to purchase an additional piece of equipment that is part of the voting system the board currently uses. Is the board required to witness a demonstration and is the county board of commissioners required to adopt and acquire the new equipment? Do we need to conduct a simulated election after purchasing the new equipment?

A: The county board does not need to witness a demonstration or seek approval of the county commissioners to adopt and acquire a new component of the county's currently used voting system. Nor does the county need to conduct a simulated election. The county is not adopting a new voting system but rather is purchasing an additional piece of equipment within its currently existing system. With any new purchase of a voting system or any component thereof, the county board needs to conduct acceptance testing to be coordinated with the State Board.

Q: The county board wants to upgrade from ES&S EVS 5.2.4.0 to ES&S EVS 6.3.0.0. Is this considered "adopting and acquiring" a new voting system under the statute?

A: Yes. These are two different voting systems, each of which was required to go through full certification review by the State Board. A county board is "adopting and acquiring" a new voting system if it is upgrading to EVS 6.3.0.0 from any other certified voting system, and the county board needs to complete all required steps for adopting and acquiring a new voting system. On the other hand, a county board is not considered to have adopted and acquired a new voting system if it is upgrading to the most recent certified version of the system, where that more recent certified version was not required to go through full certification review by the State Board (*e.g.*, moving from ES&S Unity 3.0.1.1 to Unity 3.4.1.1, or from Hart InterCivic Verity 2.2 to Verity 2.5). The State Board determines whether a new version of a voting system is a mere modification of an existing certified system or a new voting system entirely, the latter of which requires full certification review and all preapproval procedures by the county before acquiring a new system.

Q: The county board wants to purchase equipment from a newly certified voting system but much of its existing equipment will continue to work and be used. Is this considered adopting a new voting system?

A: Changing from one certified voting system to another certified system is considered adopting and acquiring a new voting system, even though some equipment remains the same, and your county board needs to complete all required steps for adopting and acquiring a new voting system. A "voting system" is the total combination of mechanical, electromechanical, or electronic equipment (including the software, firmware, hardware, and documentation required to program, control, and support the equipment) that is used to define ballots; to cast or tabulate votes; to read election media; to report or display election results; and to maintain and produce

any audit trail information.<sup>7</sup> Although some hardware, can be configured to work with more than one system, if the county is adopting equipment from a new voting system that underwent separate State certification, it is acquiring a new voting system.

Q: The county board wants to adopt a new voting system, and three members of the current board witnessed demonstrations of that new system and another currently certified voting system in the past. Is the board required to witness demonstrations again?

A: A majority of county board members voting on the recommendation must have witnessed a demonstration, so if a majority of the board has already witnessed a demonstration of the recommended voting system and at least one other certified voting system not currently used in the county, the board is not required to repeat the demonstration. However, all board members of the county board of elections should witness a demonstration if possible. Board members are not required to attend demonstrations on the same day.

Q: Can my county board conduct a simulated election prior to witnessing demonstrations?

A: No. The simulated election must take place after witnessing the demonstration of the proposed voting system and one other certified system not currently in use in the county and after making a preliminary recommendation to the county commissioners as to which system the county should adopt and acquire.

Q: Can the demonstration required in Step 1 be conducted virtually?

A: Yes. If a quorum of board members is present, the demonstration must be publicly noticed as a meeting of the board and the county board of commissioners, county manager, county attorney, and the political parties in the county must be notified of the demonstration. Ideally, a virtual demonstration would be provided live. However, if a vendor is offered the opportunity to present in person and live by virtual means, and the vendor declines, the county board may witness a prerecorded demonstration of that vendor's system.

Q: Can the county board's test of a proposed new voting system occur in all precincts or voting sites?

A: No. Using a proposed new voting system in all voting sites or all precincts circumvents the purpose of testing the voting system before it is acquired and ultimately authorized by a county and the State Board to be used as the county's voting system.

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<sup>7</sup> [Elections Systems Certification Program](#) at page 3-4 (emphasis added).

## Accessibility Requirement

The Help America Vote Act mandates that a voting system provide the same opportunity for access and participation to voters with disabilities as it does to voters without disabilities.

Federal law requires that each voting place have an accessible voting option for voters with disabilities to vote independently. A county board may choose to use any of the certified ballot marking devices to meet this requirement, but due to limitations in tabulation software, a county may not acquire voting systems from more than one vendor.

In selecting the voting system that will be used, county boards should be mindful of the requirement that they must make available at each voting place “an adequate quantity of official ballots or equipment.” Similarly, county commissioners shall provide “for each of those voting places sufficient equipment of the approved voting system.”<sup>8</sup> County boards should consider the expected turnout in their county and each voting place, including One-Stop early voting, central transfer location, and Election Day, future elections, and the need to reduce long lines whenever possible.

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<sup>8</sup> G.S. § 163-165.10.

## Request for Replacement of County Voting System

The \_\_\_\_\_ County Board of Elections (“Board”), having met on \_\_\_\_\_ hereby seeks the approval of the State Board of Elections to replace its voting system, or a portion thereof. Before approving the adoption and acquisition of any voting system by the board of county commissioners, the county board of elections carried out the following steps, which are documented on this form.

### STEP 1: DEMONSTRATION

The county board must witness a demonstration of the recommended voting system plus at least one other certified voting system not currently used in the county. The demonstration can take place in the county, at a site designated by the State Board, or by virtual means.

- The demonstration should be organized as part of a public meeting with invitations sent to the county board of commissioners, the county manager, the county attorney, and the political parties in the county.
- The county board should give public notice of the demonstration and meeting, as it does for all other board meetings.
- A majority of county board members voting on the recommendation must have witnessed a demonstration. All five members of the county board of elections should attend a demonstration if possible.

<b>County Board member 1:</b> _____  <b>Voting Systems Reviewed:</b> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.2  <input type="checkbox"/> Hart InterCivic Verity 2.5 </div> <div> <input type="checkbox"/> ES&amp;S EVS 5.2.4.0  <input type="checkbox"/> ES&amp;S EVS 6.3.0.0 </div> <div> <input type="checkbox"/> ES&amp;S Unity 3.4.1.1 </div> </div>	<b>Demo Location:</b> _____ <b>Date:</b> _____
<b>County Board member 2:</b> _____  <b>Voting Systems Reviewed:</b> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.2  <input type="checkbox"/> Hart InterCivic Verity 2.5 </div> <div> <input type="checkbox"/> ES&amp;S EVS 5.2.4.0  <input type="checkbox"/> ES&amp;S EVS 6.3.0.0 </div> <div> <input type="checkbox"/> ES&amp;S Unity 3.4.1.1 </div> </div>	<b>Demo Location:</b> _____ <b>Date:</b> _____
<b>County Board member 3:</b> _____  <b>Voting Systems Reviewed:</b> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.2  <input type="checkbox"/> Hart InterCivic Verity 2.5 </div> <div> <input type="checkbox"/> ES&amp;S EVS 5.2.4.0  <input type="checkbox"/> ES&amp;S EVS 6.3.0.0 </div> <div> <input type="checkbox"/> ES&amp;S Unity 3.4.1.1 </div> </div>	<b>Demo Location:</b> _____ <b>Date:</b> _____
<b>County Board member 4:</b> _____  <b>Voting Systems Reviewed:</b> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.2  <input type="checkbox"/> Hart InterCivic Verity 2.5 </div> <div> <input type="checkbox"/> ES&amp;S EVS 5.2.4.0  <input type="checkbox"/> ES&amp;S EVS 6.3.0.0 </div> <div> <input type="checkbox"/> ES&amp;S Unity 3.4.1.1 </div> </div>	<b>Demo Location:</b> _____ <b>Date:</b> _____
<b>County Board member 5:</b> _____  <b>Voting Systems Reviewed:</b> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.2  <input type="checkbox"/> Hart InterCivic Verity 2.5 </div> <div> <input type="checkbox"/> ES&amp;S EVS 5.2.4.0  <input type="checkbox"/> ES&amp;S EVS 6.3.0.0 </div> <div> <input type="checkbox"/> ES&amp;S Unity 3.4.1.1 </div> </div>	<b>Demo Location:</b> _____ <b>Date:</b> _____



## STEP 2: PRELIMINARY RECOMMENDATION

The county board must make a preliminary recommendation to the board of county commissioners as to which voting system should be acquired by the county.

- Official action to preliminarily recommend can be taken as soon as the same meeting during which the demonstration is conducted, provided the meeting is properly noticed. Alternatively, the meeting to preliminarily recommend a voting system may be noticed prior to the demonstration as long as the meeting is held after the demonstration.
- The Board can recommend by resolution, letter, presentation, or other official action.

Following the voting system demonstration, the Board recommended:

- ☐ by resolution dated \_\_\_\_\_
- ☐ by letter dated \_\_\_\_\_ signed by \_\_\_\_\_
- ☐ by presentation given on \_\_\_\_\_
- ☐ by nature of an official action taken on \_\_\_\_\_

that \_\_\_\_\_ County adopt and acquire the:

- ☐ ES&S EVS 6.3.0.0 Voting System
- ☐ ES&S EVS 5.2.4.0 Voting System
- ☐ ES&S Unity 3.4.1.1 Voting System
- ☐ Hart InterCivic Verity 2.5 Voting System

## STEP 3: TEST THE PROPOSED VOTING SYSTEM

The county board must either: (1) test the proposed voting system in at least one precinct where the voting system would be used if adopted, or (2) test the proposed voting system in a simulated election.

- County board staff must notify State Board voting systems staff via email ([votingsystems.sboe@ncsbe.gov](mailto:votingsystems.sboe@ncsbe.gov)) of its intent to test the recommended voting system.
- The voting systems election management system and the components of the system must undergo Logic & Accuracy testing prior to use in the test election.
- After completing the test election, the county board must determine that the recommended voting system has met the requirements for voting in that county.
- Simulated elections must be conducted in accordance with the [Standards for Simulated Election](#) policy.

<input type="checkbox"/>	On _____, the county board staff notified the State Board of Elections voting systems staff of its intent to test the recommended voting system.
<input type="checkbox"/>	The recommended voting system was tested on _____. The voting systems election management system and all of the components of the system were subject to Logic & Accuracy testing prior to use in the test election.
<input type="checkbox"/>	If tested during a real election, the recommended voting system was tested in _____ one-stop absentee voting site(s) and/or _____ Election Day precinct(s).
<input type="checkbox"/>	The Board, having completed its election (real or simulated) in which the recommended voting system was tested, has determined that the recommended system meets the requirements for voting in the county.

STEP 4: SBE APPROVAL

The county board must obtain the approval of the State Board before replacing any voting system, or any portion thereof.

The County Board seeks the approval of the State Board of Elections to replace its current voting system, or a portion thereof, with the following voting system:

☐ Hart InterCivic Verity 2.5 Voting System

☐ ES&S Unity 3.4.1.1 Voting System

☐ ES&S EVS 6.3.0.0 Voting System

☐ ES&S EVS 5.2.4.0 Voting System

The Board proposes to adopt and acquire the voting system’s election management system (EMS) and the following components of the system:

Component Type	Model	Quantity
Precinct Ballot Tabulator (PBT)		
Central Ballot Tabulator (CBT)		
Ballot Marking Device (BMD)		
BMD Printer		
Ballot on Demand (BOD) Printers		

The Board proposes to use the \_\_\_\_\_ ballot marking device and its accessible peripherals to meet ADA requirements to allow for accessible voting.

Along with this request, the County Board is submitting the proposed vendor contract to permit the State Board of Elections to review and approve the terms of the vendor’s contract.

**THE COMPLETION OF THE FORGOING STEPS IS ATTESTED TO AND THE REQUEST FOR APPROVAL OF VOTING SYSTEM REPLACEMENT IS HEREBY MADE BY:**

<b>Board Chair:</b>	_____	<b>Date:</b>	_____
<b>Board Secretary:</b>	_____	<b>Date:</b>	_____
<b>Board Member:</b>	_____	<b>Date:</b>	_____
<b>Board Member:</b>	_____	<b>Date:</b>	_____
<b>Board Member:</b>	_____	<b>Date:</b>	_____

<i>State Board of Elections use only</i>		
The proposed voting system replacement <input type="checkbox"/> IS <input type="checkbox"/> IS NOT   approved.		
<b>Approved by:</b>	_____	<b>Date:</b>

**STEP 5: ADOPTION AND ACQUISITION OF NEW VOTING SYSTEM BY BOARD OF COUNTY COMMISSIONERS**

Following SBE approval, the County Board understands that it may then proceed to ask its Board of County Commissioners for the approval and funding to acquire the recommended voting system. The board of county commissioners, with the approval of the county board of elections, may adopt and acquire only a voting system of a type, make, and model certified by the State Board for use in some or all voting places in the county at some or all elections. The board of county commissioners may decline to adopt and acquire any voting system recommended by the county board of elections but may not adopt and acquire any voting system that has not been approved by the county board of elections.



# NORTH CAROLINA

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## STATE BOARD OF ELECTIONS

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### **Standards for Simulated Election**

**Adopted by the State Board of Elections on July 31, 2020**

**(Amended March 28, 2023)**

#### **Authority**

G.S. § 163-165.9(a)(3)(b), as amended by Part IV of Session Law 2019-239, authorizes a county board of elections to test new voting equipment “during a simulated election, in accordance with standards established by the State Board.” The simulated election may be conducted in lieu of testing a new voting system during an election in at least one precinct in the county where the voting system would be used if adopted and acquired.

#### **Standards**

A county board of elections conducting a simulated election before approving the adoption and acquisition of any voting system shall complete the following procedures:

1. One standard test election shall be coded by precinct with the following additional “administrative polls”: absentee by mail, provisional, election day transfer and at least three one-stop sites. Contests will model actual election contests and include at least the following: federal partisan single-seat contests; state partisan single-seat contests, including unaffiliated candidates and at least one qualified write-in; county partisan single-seat and multi-seat contests; nonpartisan single-seat and multi-seat contests which allow write-ins; and at least one referendum question.
2. If applicable to the voting system being tested, a second sample election will be coded by style with the same criteria listed in paragraph 1.
3. The county board shall use equipment and coding for 10% of all county precincts or 5 precincts, whichever is greater (unless 5 exceeds the maximum number of precincts, in which case, use equipment and coding for the number of actual county precincts). Additionally, the county shall test all administrative polls, including at least one one-stop site per ten precincts up to a maximum of three one-stop sites. A number of ballots necessary to generate a complete nonrepeating test deck, rounded up to the next multiple of ten ballots, shall be printed. The county board will set up all necessary voting equipment, and testing personnel

shall vote simulated election ballots according to standard ballot marking instructions for the purpose of ensuring that the system is operating properly and has been programmed to count votes accurately.

4. After all simulated voting sites have been opened, voted, and closed, the county board will import results into the election management software, print reports, and compare results against the tabulator results tapes.
5. The State Board of Elections will provide the county board of elections at least two sites chosen at random for a hand-eye sample audit. With each chosen site, the highest contest on the simulated election ballot and one other contest selected at random will be audited.
6. County board of elections members and staff may conduct the simulated election. If possible, the county board of elections shall include precinct officials in the simulated election event. The public shall be invited and may observe the simulated election event.
7. All records, ballots, and related documents for the simulated election shall be retained for 5 years after the testing event and in accordance with the Records Retention and Disposition Schedule for County Boards of Elections as issued by the North Carolina Department of Cultural Resources, specifically item 23, "Voting Machine Lists, Testing Records and Certifications."
8. If the county board of elections seeks approval from the State Board to replace the current voting system with the system tested in the simulated election, the following documentation shall be provided with the request as evidence of the simulated election:
  - a. Summary election results report(s);
  - b. By precinct election results report(s); and
  - c. Copies, or a link to digital copies, of tabulator results tapes.



# NORTH CAROLINA

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## STATE BOARD OF ELECTIONS

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**TO:** Alexander County Board of Elections  
Anson County Board of Elections  
Bladen County Board of Elections  
Clay County Board of Elections  
Dare County Board of Elections  
Franklin County Board of Elections  
Halifax County Board of Elections  
Northampton County Board of Elections  
Orange County Board of Elections  
Pamlico County Board of Elections  
Pitt County Board of Elections  
Sampson County Board of Elections  
Stokes County Board of Elections  
Watauga County Board of Elections

**FROM:** Karen Brinson Bell, Executive Director

**DATE:** January 30, 2025

**RE:** Homeland Security Grant Program award to replace Unity 3.4.1.1

On September 1, 2024, the State Board of Elections was awarded \$42,100 to improve election security by replacing outdated, Windows XP reliant Unity election management systems in counties through the Federal Emergency Management Agency (FEMA) Homeland Security Grant Program.

As a county listed in this memorandum, the State Board of Elections shall pay for your county to upgrade/replace Unity 3.4.1.1, which has Windows XP as its operating system and is no longer supported. The grant award is evenly divided among the 14 identified counties, such that each county may apply \$3,007.14 towards a new election management system per the North Carolina Elections Systems Certification Program and Numbered Memo 2021-01 (revised July 20, 2023). Payment will be made by NCSBE to the certified voting system company upon completion of the certification and procurement process defined in the Certification Program and the numbered memo.

Laptops/desktops provided under this grant will be tagged as State-owned fixed assets, and counties will be required to maintain inventory records, reportable to the State Board of Elections annually in June.

Questions or additional assistance should be directed to Neil Baddour, Voting Technology Certification Manager, at [neil.baddour@ncsbe.gov](mailto:neil.baddour@ncsbe.gov).

Dear Commissioners,

I am writing to express the Clinton-Sampson Rescue Squad's (CSRS) commitment to continuing our service to Sampson County by expanding our role in emergency response. As a non-profit volunteer agency with a long-standing history of serving this community, we recognize the growing need for enhanced emergency preparedness and specialized response capabilities. To address these needs, we propose the expansion of CSRS to serve as a foundational component of a county-wide Special Response Team, incorporating a Rescue Resource Provider designation and establishing a Community Emergency Response Team (CERT).

CSRS is uniquely positioned to enhance Sampson County's emergency response efforts by leveraging our existing facilities, and equipment while securing additional resources through grants and partnerships. Our vision includes:

1. Rescue Resource Provider Designation
  1. Providing specialized emergency response equipment, including:
    1. A reserve light rescue response unit
    2. A water rescue boat
    3. A special operations vehicle
    4. Storage bays for emergency response equipment
  2. Enhancing inter-agency coordination between fire, law enforcement, and emergency management.
  3. Reducing response times and improving overall preparedness for large-scale incidents.
2. Community Emergency Response Team (CERT)
  1. Training volunteers to assist with disaster response, food and water distribution, search and rescue, first aid, and damage assessment.
  2. Implementing a 21-hour NC Emergency Management (NCEM) certification program covering essential emergency response skills.
  3. Establishing partnerships to further support CERT operations.

Our phased approach ensures a sustainable and effective integration into county-wide emergency services:

- Year 1:
  - Establish Rescue Resource Provider status.
  - Acquire necessary CERT equipment and begin training.
  - Certify volunteers to NCEM standards.
- Year 2:
  - Expand capabilities through grant funding for additional equipment and vehicles.
  - Strengthen partnerships with community agencies.
  - Increase recruitment efforts to sustain volunteer involvement.

Despite our strengths—such as an established facility, a dedicated core team, and a strategic county location—there are challenges to overcome, including funding limitations, the need for updated vehicles, and securing formal operational agreements. To address these, we propose:



- A two-year amendable contract allowing CSRS to serve as an official Rescue Resource Provider and CERT lead.
- Leveraging secured grants (such as the \$13,027.24 received for radios and a computer) to offset initial costs.
- Future fundraising efforts and strategic grant applications to support long-term sustainability.

To move forward with this initiative, we respectfully request the Commissioners' support in finalizing a contract agreement that allows CSRS to operate in this expanded role. With the proper framework in place, we can:

- Secure additional funding and resources.
- Recruit and train community volunteers for CERT.
- Enhance Sampson County's overall emergency preparedness.

We believe this initiative presents a cost-effective, community-driven solution to strengthening emergency response in Sampson County—at no cost to the county budget. CSRS is not requesting any financial allocation but rather a formal contractual agreement that will enable us to pursue and utilize alternative funding sources, including grants and private contributions. With this agreement in place, we can secure the necessary resources to expand our services and enhance the county's emergency preparedness. We welcome the opportunity to discuss this proposal further and appreciate your time and consideration in supporting this vital initiative.

Sincerely, ·



**Jerry Bradshaw**

Director, Clinton-Sampson Rescue Squad

**STATE OF NORTH CAROLINA**

**EMERGENCY MEDICAL SERVICES**

**CONTRACT**

**COUNTY OF SAMPSON**

**THIS EMERGENCY MEDICAL SERVICES CONTRACT** (“Contract”) is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”) by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **CLINTON-SAMPSON RESCUE AND EMERGENCY MEDICAL SERVICES, INC.**, a North Carolina non-profit corporation (the “Contractor”). The County and the Contractor may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

**RECITALS**

**WHEREAS**, N.C. Gen. Stat. § 153A-250 authorizes counties to contract for ambulance services in all or a portion of the county; and

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

**WHEREAS**, the Contractor has secured, through purchase or otherwise, equipment, land, and buildings for the operation of one or more emergency medical services stations; and

**WHEREAS**, Contractor agrees to provide the services detailed herein at no cost and without any appropriations or funding from the County; and

**WHEREAS**, the County and the Contractor desire to enter into this Contract for the provision of emergency medical services by the Contractor.

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

**AGREEMENT**

**SECTION 1. SERVICES FURNISHED BY CONTRACTOR.**

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

The Required Services shall be carried out in accordance with the minimum standards set forth in this Contract and the minimum standards promulgated by the North Carolina Office of Emergency Medical Services (“OEMS”), the North Carolina Association of Rescue and EMS (“Rescue Association”), and the EMS Advisory Council (“EMS Advisory Council”) as well as any other requirements imposed by federal, state, or local statutes, regulations, rules, or ordinances.

## **SECTION 2. NONCOMPLIANCE BY CONTRACTOR.**

If the County has a reasonable belief that the Contractor has violated any provision of this Contract, any OEMS or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Contractor with written notice of the alleged noncompliance and initiate a review to verify compliance. If the County determines that the Contractor has failed to render Required Services in compliance with this Contract, OEMS, or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County shall give the Contractor sixty (60) days advance written notice that this Contract is subject to suspension and/or termination and shall additionally provide a list of the improvements needed to bring the Contractor into compliance.

If during the sixty (60) day period, the Contractor makes improvements satisfactory to the County, no suspension and/or termination shall occur. During the sixty (60) day period, the Contractor is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Contract. If after the sixty (60) day period, the Contractor has failed to come into compliance, then the County may terminate this Contract.

Notwithstanding the foregoing, the County may immediately terminate this Contract, without notice, in the event that the County determines that the continued provision of rescue and emergency medical services by the Contractor poses a threat to the health and safety of the County’s residents or the County learns that the insurance required pursuant to Section 11 of this Contract has lapsed, been cancelled, or is otherwise no longer in effect.

## **SECTION 3. COMPOSITION OF THE BOARD OF DIRECTORS.**

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

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

3.3 At least twice per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date roster of its volunteer members, indicating which members serve at the rank of Captain or higher.

3.4 In addition to the requirements in Section 8.1, 8.2, and 8.3 (which are mandatory), the Contractor agrees that during the term of this Contract, the Contractor will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Contractor.

3.4.1 If the Contractor’s chief serves as a member of the

Contractor's Board of Directors, the Chief should serve as an ex officio member, without vote.

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

3.4.3 The Board of Directors should have a minimum of two (2) citizen members.

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

#### **SECTION 4. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.**

The Contractor agrees to the provisions of this Section, acknowledging that such provisions are required by this Contract, notwithstanding the fact that such provisions are not required by statute.

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

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

4.3 To ensure the ability of the public to review the Contractor's decision-making processes and spending decisions, the Contractor agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public and the Department of Emergency Services by the time of the Board of Directors' next meeting.

4.4 Notwithstanding the above, the County and the Contractor agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

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

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

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

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

4.4.5 To make decisions on matters other than those that directly or indirectly involve public funds;

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

## **SECTION 5. LIQUIDATION OR DISSOLUTION.**

In the event of the liquidation or dissolution of the Contractor, all of the Contractor’s assets, equipment, and other property shall be disposed of in accordance with the Contractor’s charter, articles of incorporation, and/or bylaws. All County property shall be promptly returned to the County.

## **SECTION 6. INSURANCE AND INDEMNIFICATION.**

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

6.1.1 Workers’ Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Contractor shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund. The County shall, subject to the availability of funds, pay the premium for the Contractor’s Workers’ Compensation Insurance; however, this premium payment shall in no way create any employment relationship between the County and any volunteer member of Contractor or confer upon any volunteer member of Contractor any right to benefits from the County.

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

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

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

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

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

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

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

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

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

6.3 The Contractor shall indemnify, save harmless, and defend the County from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Contractor, its members, agents, or any other person or entity acting on behalf of the Contractor. This obligation shall survive the termination or expiration of this Contract.

## **SECTION 7. STANDARDS OF PERFORMANCE.**

The Contractor shall furnish the Required Services in a professional, efficient, and workmanlike manner, in particular so as to meet the requirements of and comply with the provisions of this Contract, the rules and regulations of OEMS and the EMS Advisory Council, Chapter 131E of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards.

The Contractor agrees to comply with rescue and emergency medical services Performance Standards, including, but not limited to, minimum membership requirements, rates of response, response time, event outcomes, customer satisfaction, minimum documentation standards, and compliance with the Contractor's standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Contract are attached hereto as Exhibit "B" and incorporated herein by reference. The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, the Department of Emergency Services must give the Contractor ninety (90) days advance notice prior to the implementation of any change or addition to the Performance Standards.

Noncompliance with any contractual provision (including, but not limited to the Performance Standards), statute, regulation, rule, or standard shall constitute a material breach of this Contract subject to suspension of funding and/or termination pursuant to Section 2 of this Contract.

## **SECTION 8. RELATIONSHIP OF THE PARTIES.**

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

## **SECTION 9. TREATMENT DECISIONS.**

The County shall not be liable for, or exercise control over, the manner or method by which the Contractor and its directors, officers, members, employees, and agents provide services under this Contract, including, but not limited to, any treatment decisions made by the Contractor or any of the foregoing. Notwithstanding any provision of this Contract, the County

shall have no obligation to supervise the Contractor's provision of the Required Services or compliance with the Performance Standards and shall not be liable for the Contractor's failure to provide the Required Services or comply with the Performance Standards.

#### **SECTION 10. NO THIRD-PARTY BENEFICIARIES.**

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

#### **SECTION 11. NON-ASSIGNMENT.**

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

#### **SECTION 12. NON-WAIVER.**

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

#### **SECTION 13. NOTICES.**

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

If to the County:       Jeff Hudson,  
Interim County Manager  
406 County Complex Rd., Bldg. C  
Clinton, NC 28328

With a copy to:       Rickard Sauer  
Sampson County Department of Emergency Services  
107 Underwood Street  
Clinton, NC 28328

If to the Contractor:   Chair, Board of Directors  
PO Box 82  
Newton Grove, NC 28366



With a copy to: Chief  
PO Box 82  
Newton Grove, NC 28366

#### **SECTION 14. AMENDMENTS.**

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

#### **SECTION 15. ENTIRE AGREEMENT.**

The terms and provisions herein contained constitute the entire agreement by and between the County and the Contractor and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, except that this paragraph shall not be construed to invalidate any existing and applicable Mutual Aid Agreements.

#### **SECTION 16. GOVERNING LAW.**

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

#### **SECTION 17. SEVERABILITY.**

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

#### **SECTION 18. COUNTERPARTS.**

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

#### **SECTION 19. NO WAIVER OF SOVEREIGN IMMUNITY.**

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

#### **SECTION 20. TERM OF AGREEMENT.**

This Contract shall have a term of five (5) years, commencing on the Effective Date above and ending on June 30, 2030, unless sooner terminated as provided herein. Thereafter, this Contract may be renewed for successive terms of one (1) year each, provided that the Parties mutually agree to said renewal upon at least 30 days notice between the parties before each successive one

year term begins.

**SECTION 21. TERMINATION.**

In addition to the for-cause termination provisions of Sections 5 and 7 above, this Contract may be terminated by either Party for convenience upon sixty (60) days advance written notice to the other Party, served upon the other party by personal delivery, overnight courier, or registered or certified mail, return receipt requested, as provided in Section 13 of this Contract.

**SECTION 22. NO COST TO COUNTY.**

This Contract has been entered into freely between the Parties. The Contractor represents and agrees that no funds, appropriations, or any other financial assistance is or shall be requested as part of this Contract and that all services contemplated by this Contract are provided at no cost to the County.

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

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

This the \_\_\_\_ day of June, 2025.

**SAMPSON COUNTY**

By: \_\_\_\_\_  
Jeff Hudson,  
Interim County Manager

ATTESTED:

By: \_\_\_\_\_  
Stephanie Fulton,  
County Clerk

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

\_\_\_\_\_  
Melissa Burton,  
Finance Officer

This the \_\_\_\_ day of June, 2025.

**CLINTON-SAMPSON RESCUE AND EMERGENCY MEDICAL SERVICES, INC.**

By: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Chair, Board of Directors

ATTESTED:

By: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Secretary

**EXHIBIT A**  
**REQUIRED SERVICES**

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

1. Rescue Resource Provider Designation
  - A. Providing specialized emergency response equipment, including:
    - a. A reserve light rescue response unit
    - b. A water rescue boat
    - c. A special operations vehicle
    - d. Storage bays for emergency response equipment.
  - B. Enhancing Interagency coordination between fire, law enforcement, and emergency management.
  - C. Reducing response times and improving overall preparedness for large scale incidents.
2. Community Emergency Response Team (CERT)
  - A. Training volunteers for assist with disaster response, food and water distribution, search and rescue, first aid, and damage assessment.
  - B. Implementing a 21-hour NC Emergency Management (NCEM) certification program covering essential emergency response skills.
  - C. Establishing partnerships to further support CERT operations.

In order to accomplish the above services, Contractor will engage in a phased approach to ensure sustainable and effective integration into county-wide emergency services:

Year 1

- Establish Rescue Resource Provider status.
- Acquire necessary CERT equipment and begin training.
- Certify volunteers to NCEM standards.

Year 2:

- Expand capabilities through grant funding for additional equipment and vehicles.
- Strengthen partnerships with community agencies.
- Increase recruiting efforts to sustain volunteer involvement.

**EXHIBIT B**  
**PERFORMANCE STANDARDS**

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

1. The Contractor shall maintain at least eight (8) active members at all times. For purposes of this Performance Standard, an “active” member shall be a member who is in compliance with the Sampson County Emergency Services Reintegration Policy. All active members shall maintain a valid, current OEMS certificate as an emergency medical responder, emergency medical technician, advanced emergency medical technician, or paramedic and shall possess the relevant qualifications required for their position by the North Carolina Association of Rescue and Emergency Medical Services. Four (4) of the eight (8) active members must maintain an OEMS certificate at or above the level at which the Contractor is certified with OEMS.

2. The Contractor shall adopt and abide by personnel rules for volunteer members that are in compliance with the Fair Labor Standards Act (where applicable) and any other applicable federal or state law.

3. The Contractor shall not discriminate against any director, officer, member, or applicant for membership because of race, religion, color, sex, age, disability, or national origin. However, members must be competent and capable of performing the bona fide requirements of their respective position.

4. The Contractor shall have adopted guidelines that address appropriate initial training of members and continuing education that meets or exceeds all OEMS and Sampson County EMS requirements, including, but not limited to, requirements of the Sampson County Medical Director. A current, valid copy of the Contractor’s training guidelines shall be kept on file with the Department of Emergency Services.

5. The Contractor will conduct a driver’s license record review at least annually on each member. Upon request, the Contractor shall furnish a copy of completed background checks to the Department of Emergency Services.

6. No person with felony or serious misdemeanor conviction(s) shall be allowed to participate as a member or otherwise render services for the Contractor. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior, sexual misconduct, or dishonesty.

7. All members of the Contractor shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Contractor.

8. The Contractor, including any permitted subcontractors, shall comply with the E- Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

9. The Contractor shall respond to a minimum of forty percent (40%) of calls to

which it is dispatched during the hours of 6:00 p.m. to 6:00 a.m.

10. The Contractor shall follow the most current version of the Sampson County Emergency Operations Plan.

11. The Contractor shall adopt a set of standard operating procedures. A current, valid copy of the Contractor's standard operating procedures shall be kept on file with the Department of Emergency Services.

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

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

14. The Contractor and its directors, officers, members, and agents shall abide by the standards adopted by the North Carolina Association of Rescue and Emergency Medical Services and OEMS, as they may be amended from time to time.

15. Emergency medical services shall be subject to the oversight and direction of Sampson County's Medical Director and Sampson County's adopted emergency medical protocols, and the Contractor shall comply with all directives and requirements imposed by the Medical Director and the County's emergency medical protocols.

16. The Contractor shall document patient care utilizing an incident reporting system approved by the Department of Emergency Services. Documentation of patient care must be completed within one (1) week of the date on which patient care was rendered.

17. The Contractor shall maintain patient information and medical records in accordance with applicable federal and state laws, including federal and state laws related to privacy and confidentiality of patient information and medical records, and shall use and disclose such information and/or records in accordance with applicable law.

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

**RESOLUTION OF THE SAMPSON COUNTY BOARD OF COMMISSIONERS REGARDING  
WORKING INMATES PURSUANT TO NORTH CAROLINA GENERAL STATUTES §162-58**

**WHEREAS**, Section 162-58 of the North Carolina General Statutes allows the Board of County Commissioners to enact, by resolution, rules and regulations to be approved by the Sheriff for work projects performed by inmates convicted of misdemeanors or felonies and incarcerated in local confinement facilities; and

**WHEREAS**, Sampson County Sheriff Thornton desires to use inmate labor where prudent to clean Sampson County and assist Sampson County Government starting at the Sheriff's discretion in the 2025-2026 fiscal year and requests this authority of the Board of Commissioners; and

**WHEREAS**, The Board of Commissioners desire the Sheriff to use inmate labor where the Sheriff deems appropriate for normal roadside cleanup or upon county property, but not illegal dump sites; and

**WHEREAS**, all such work projects benefit units of State or local governments; and

**WHEREAS**, the Board of County Commissioners desire to adopt rules and regulations for inmates incarcerated in the Sampson County Detention Center participating in work projects that benefit the State of North Carolina and Sampson County.

**NOW THEREFORE, BE IT RESOLVED THAT** the Sampson County Board of Commissioners hereby adopts the following rules and regulations to be approved by the Sheriff as provided for in N.C.G.S. §162-58:

**RULES AND REGULATIONS FOR INMATE WORK PROJECTS IN  
SAMPSON COUNTY FACILITIES**

1. The Sheriff shall determine the eligibility of inmates as provided for in N.C.G.S. §162-59.
2. All inmates participating in the work project program shall be supervised at all times while outside the confinement facility by uniformed deputy sheriffs or another full-time Sampson County employee as designated by the Sheriff as provided for in N.C.G.S. §162-58.
3. All inmates participating in the work project outside the facility shall at all times be clothed in confinement facility clothing which sufficiently puts citizens on notice that the individual is an inmate from the confinement facility.
4. Inmates participating in the work projects shall be eligible to earn credit towards their sentences of confinement as provided for in N.C.G.S. §162-60.

**ADOPTED**, this the 2nd day of June, 2025.

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C. ALLEN MCLAMB, Chairman,  
Sampson County Board of Commissioners

**ATTEST:**

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STEPHANIE FULTON, Clerk to the Sampson County Board of Commissioners

**A RESOLUTION OF THE SAMSON COUNTY BOARD OF COMMISSIONERS  
CELEBRATING JUNETEENTH 2025**

**WHEREAS**, Juneteenth commemorates June 19, 1865, the day when Union General Gordon Granger arrived in Galveston, Texas, and announced the emancipation of enslaved African Americans in the state, effectively ending slavery in the United States; and

**WHEREAS**, Juneteenth has become a symbol of freedom, resilience, and the ongoing pursuit of equality for all Americans; and

**WHEREAS**, the federal recognition of Juneteenth as a national holiday in 2021 underscores the significance of this day in American history; and

**WHEREAS**, Sampson County has a rich and diverse history, with a vibrant African American community that has contributed immensely to the cultural, social, and economic fabric of our county; and

**WHEREAS**, the Sampson County Board of Commissioners recognizes the importance of acknowledging and celebrating the contributions and history of African Americans in our community; and

**WHEREAS**, the Board encourages all residents to participate in local Juneteenth observances, including educational programs, cultural events, and community gatherings, to foster understanding, unity, and progress.

**NOW, THEREFORE, BE IT RESOLVED** that the Sampson County Board of Commissioners hereby proclaims June 19, 2025, as **Juneteenth Day** in Sampson County, urging all residents to reflect upon the significance of this day and to participate in activities that promote equality, justice, and community unity.

**BE IT FURTHER RESOLVED** that the Board expresses its commitment to supporting initiatives that honor the legacy of Juneteenth and to working towards a more inclusive and equitable future for all residents of Sampson County.

**ADOPTED this 2<sup>nd</sup> day of June, 2025.**

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C. ALLEN MCLAMB, Chairman  
Sampson County Board of Commissioners

**ATTEST:**

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STEPHANIE P. FULTON, Clerk to the Board





May 1, 2025

**TO:** Sampson County Board of Commissioners  
County Manager  
**CC:** Stephanie Shannon  
**FROM:** Sheila Barefoot  
**SUBJECT:** Sampson County Convention & Visitors Bureau Board Member Recommendations for Board Appointments for July 1, 2025

The Sampson County Convention & Visitors Bureau (CVB) Board currently has three members whose terms are set to expire on June 30, 2025. The CVB Board respectfully submits for consideration by the Board of Commissioners the recommendation that these individuals be reappointed or appointed to serve new three-year terms.

**Ms. Kay Raynor**

Ms. Raynor has been reappointed by the City Council and Mayor to serve an additional three-year term on the CVB Board. A dedicated advocate for travel and tourism in Sampson County, Ms. Raynor currently serves as the President of the Sampson History Museum. She is also actively involved with Downtown Clinton, assisting with a variety of special projects throughout the year. Her continued service will be an asset to the CVB.

**Mr. Garrett Bryant**

Mr. Bryant serves as the Director of the City of Clinton’s Recreation and Parks Department. The CVB Board has unanimously voted to recommend Mr. Bryant to succeed Ms. Summerlyn Faircloth on the Board. His ongoing efforts in promoting tourism through recreational programming make him a strong candidate for this role. This would be Mr. Bryant’s first term on the CVB Board.

**Mr. Ryan Roberts**

The CVB Board also recommends Mr. Ryan Roberts for appointment to the seat currently held by Mr. Joel Rose. Mr. Roberts is the owner of R & R Brewing, with locations in Mount Olive and a new site opening in Downtown Clinton in May. His entrepreneurial experience and commitment to local economic development positions him as an excellent advocate for tourism in Sampson County.

The CVB Board voted unanimously in favor of these recommendations and appreciates your consideration in continuing to support the growth and success of tourism in Sampson County.

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

Ms. Kay Raynor  
604 Fairfax Street  
Clinton, NC 28328  
910-305-1534  
Renewal 3<sup>rd</sup> Term

Mr. Garrett Bryant  
4815 US Hwy 421 N.  
Clinton, NC 28328  
910-299-4906  
Appointment 1<sup>st</sup> Term

Mr. Ryan Roberts  
PO Box 94  
Mount Olive, NC 28365  
919-738-5861  
Appointment 1<sup>st</sup> Term

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

Sincerely

A handwritten signature in cursive script that reads "Sheila G Barefoot". The signature is written in black ink and is positioned below the word "Sincerely".

Sheila G Barefoot  
Executive Director, Sampson County Tourism



# SAMPSON COUNTY

## NORTH CAROLINA

### Agenda Request Form

Meeting Date:

Department(s):

Presenter(s):

Title:

Type:

Action

Consent

Board Appointment

Information Only

Other

Background: (maximum of 1500 characters)

Check box if additional page has been submitted:

Recommendation/Action Requested: (maximum of 500 characters)

Attachments:

Clerk to the Board:

Approved by the Board:

Yes:

108

No:

Deferred:

N/A:

**Requested Date:**

**Department(s):**

**Presenter(s):**

**Title:**

**Background:** (maximum of 2500 characters)