BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, March 4th, 2024

224 Seminary Street

Kenansville, N.C. 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, March 4th, 2024 in the Commissioners Room located at 224 Seminary Street, Kenansville, N.C.

Present: Commissioners: Dexter Edwards; Elwood Garner; Jesse L. Dowe, III; Wayne Branch; and Justin Edwards.

Also Present: Carrie Shields, Assistant, County Manager; Tim Wilson, County Attorney; Chelsey Lanier, Finance Officer; and Jaime W. Carr, Clerk to the Board.

Present Via Telephone: Bryan Miller, County Manager

Call to Order

The meeting was called to order by Chairman D. Edwards.

Invocation and Pledge of Allegiance

Invocation was given by Reverend A.J Connors, Mayor for the Town of Warsaw. Mayor Connors then led those in attendance in the pledge of allegiance to the flag of the United States of America.

Approval of the Meeting Agenda

Chairman Edwards asked if the members of the Board approved the proposed meeting agenda, and if any Board Member, County Manager, Assistant County Manager, or Clerk to the Board wished to make any changes or additions to the agenda. No Changes or additions were made.

Motion was made by Commissioner J. Edwards, seconded by Commissioner Garner, carried unanimously to approve the meeting agenda as presented.

Approval of the Minutes – Governing Body

Motion was made by Commissioner J. Edwards, seconded by Commissioner Dowe, carried unanimously to approve the minutes of the February 19th, 2024 Board of Commissioners meeting as presented.

Motion was made by Commissioner J. Edwards, seconded by Commissioner Branch, carried unanimously to approve the minutes of the February 20th, 2024 Joint Board of Commissioners meeting with the Duplin County Economic Development Commission Board as presented.

REGULAR MEETING AGENDA

CONSENT AGENDA

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to approve the consent agenda which consisted of: Budget Amendments Journal

Entry Proof; Tax and Solid Waste Releases - #21734 - #21775; Adopt Duplin County Public Library Collection Development Policy; Approve FY 2025 Consolidated Agreement Between the North Carolina Department of Health and Human Services, Division of Child and Family Well-Being and Division of Public Health and Duplin County Health Department for the Period of June 1, 2024 to May 31, 2025 and Authorize the Chairman to Sign; Schedule a Public Hearing for April 1, 2024 to Receive Public Comments from the Board and/or the Public Regarding a Request Received from Abigail Borja Santibanez to Name a Lane in the 3100 Block of S NC 903 Hwy, Magnolia, NC; Magnolia Township; Ava Rose Lane; Accept Grant Funds in the Amount of $49,985.34 from the Portable Radio PSAP Grant; Authorize the Associated Budget Amendment; and Authorize the County Manager to Sign the Agreement Between Duplin County and North Carolina 911 Board; Adopt a Resolution Pursuant to NCGS § 132-7 Allowing the Register of Deeds to Remove Property Record Book 28 from the Courthouse for Preservation; Authorize the Chairman to Sign; and Authorize the Associated Budget Amendment; Carbon Cycle North Carolina LLC Satisfaction of Security Instrument Paying Off Revolving Loan and Authorize Chairman to Sign.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA

Public Comments

No public comments.

End Public Comments

Chairman Edwards received road concerns from members of the Board or the public on behalf of the North Carolina Department of Transportation. No concerns were stated.

Jaime W. Carr, Duplin County Clerk to the Board, appeared before the Board on behalf of Melissa Kennedy, E911 Addressing Project Coordinator, to conduct a public hearing to receive public comments from the Board and/or public regarding a request from Richard Padrick to name a lane at 732 N NC 111 Hwy, Beulaville, NC; Smith Township; North Gum Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Chairman Edwards opened the Public Hearing

No comments.

Chairman Edwards closed the Public Hearing

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously, to approve the request from Richard Padrick to name a lane at 732 N NC 111 Hwy, Beulaville, NC; Smith Township; North Gum Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Jaime W. Carr, Duplin County Clerk to the Board, appeared before the Board on behalf of Melissa Kennedy, E911 Addressing Project Coordinator, to conduct a public hearing to receive public comments from the Board and/or public regarding a request from Jimmy Gurganus to name a lane off Lura Lane (S NC 41 Hwy), Wallace, NC; Island Creek Township; David Norris Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Chairman Edwards opened the Public Hearing

No comments.

Chairman Edwards closed the Public Hearing

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously, to approve the request from Jimmy Gurganus to name a lane off Lura Lane (S NC

41 Hwy), Wallace, NC; Island Creek Township; David Norris Lane in accordance with the Duplin County Addressing and Road Naming Ordinance

Christopher Hatcher, Duplin County Planner, and Austin Brinkley, Senior Planner with Insight Planning & Development, appeared before the Board to conduct a Public Hearing to receive public comments from the Board and/or public regarding the adoption of a new Unified Development Ordinance (UDO). This UDO complies all of the planning department regulations into one document and brings the County into compliance with NCGS § 160D. Mr. Brinkley also made a presentation giving an overview of the new Unified Development Ordinance (UDO).

Chairman Edwards opened the Public Hearing

Mayor A.J. Connors asked for an understanding of Adult Business.

Mr. Brinkley replied that Adult Businesses are sexually oriented businesses, such as adult movie theaters or book stores and North Carolina General Statutes requires that you allow for them however you can put restrictions on them.

Chairman Edwards closed the Public Hearing.

Motion was made by Commissioner J. Edwards, seconded by Commissioner Garner, carried 4-1, with Commissioners J. Edwards, Garner, Branch, and D. Edwards voting for and Commissioner Dowe voting against, to adopt an Ordinance of the Board of Commissioners of Duplin County, North Carolina, with the 50' foot access easement to remain in effect.

Carrie Shields, Assistant Duplin County Manager, appeared before the Board on behalf of Bryan Miller, Duplin County Manager, to request approval of a $40,223,100.00 contract with Daniels and Daniels Construction Company, Inc. for the construction of a new detention center, subject to the securement of necessary funding and the review, negotiation and approval of contract terms and conditions by the County Attorney; to authorize the County Manager to sign the construction contract with Daniels and Daniels upon final approval by the County Attorney; and to approve all associated budget amendments.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve a $40,223,100.00 contract with Daniels and Daniels Construction Company, Inc. for the construction of a new detention center, subject to the securement of necessary funding and the review, negotiation and approval of contract terms and conditions by the County Attorney; to authorize the County Manager to sign the construction contract with Daniels and Daniels, upon final approval by the County Attorney; and to approve all associated budget amendments.

Carrie Shields, Assistant County Manager appeared before the Board to make announcements/comments.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously to go out of regular session and into closed session for legal matters pursuant to NCGS § 143-318.11(a)(3) and personnel matters pursuant to NCGS § 143-318.11(a)(6).

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to go out of closed session and back into open session.

Motion was made by Commissioner J. Edwards, seconded by Commissioner Garner, carried unanimously to adjourn until March 18th, 2024 for a Commissioners Meeting at the Administrative Building located at 224 Seminary Street, Kenansville, NC.

Jaime W. Carr
Clerk to the Board

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT			LINE DESCRIPTION	EFF DATE				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND	
2024 09	2	03/05/2024			BUA	030424C	1	1	
1	4100	39951		GENERAL FUND		FUND BAL CARRY FWD GRANTS	-1,219,247.15	-85,992.36	-1,305,239.51
	10-41-4100-0000-000-39951						03/05/2024		
2	5470	46941		ADOPTION ASSISTANCE		ADOPTION PROMOTION	13,138.62	85,992.36	99,130.98
	10-50-5300-5470-000-46941						03/05/2024		
						** JOURNAL TOTAL		0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND	
2024 09	3	03/05/2024			BUA	030424	1	1	
1	6160	43031		Event Center		EVENT EXPENSES	138,730.00	-10,000.00	128,730.00
	10-60-6160-0000-000-43031-						03/05/2024		
2	6160	43031		Event Center		EVENT EXPENSES	138,730.00	-16,000.00	122,730.00
	10-60-6160-0000-000-43031-						03/05/2024		
3	6160	44500		Event Center		INSURANCE AND BONDS	23,000.00	10,000.00	33,000.00
	10-60-6160-0000-000-44500-						03/05/2024		
4	6160	45100		Event Center		CAPITAL OUTLAY	75,470.00	16,000.00	91,470.00
	10-60-6160-0000-000-45100						03/05/2024		
						** JOURNAL TOTAL		0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND	
2024 09	4	03/05/2024			BUA	030424C	1	1	
1	4520	40121		TRANSPORTATION		SALARIES	662,587.00	-82,350.00	580,237.00
	64-70-4520-0000-000-40121						03/05/2024		
2	4520	42490		TRANSPORTATION		VEHICLE SUPPLIES	3,520.00	-2,500.00	1,020.00
	64-70-4520-0000-000-42490						03/05/2024		
3	4520	42003		TRANSPORTATION		COORDINATED TRANSPORTATION	200.00	-200.00	.00
	64-70-4520-0000-000-42003						03/05/2024		
4	4520	43111		TRANSPORTATION		TRAINING	250.00	-250.00	.00
	64-70-4520-0000-000-43111						03/05/2024		
5	4520	40182		TRANSPORTATION		RETIREMENT	80,770.00	-10,000.00	70,770.00
	64-70-4520-0000-000-40182						03/05/2024		

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT					LINE DESCRIPTION	EFF DATE		
6	4520	41860		TRANSPORTATION	WORKERS COMPENSATION	10,200.00	8,100.00	18,300.00
	64-70-4520-0000-000-41860					03/05/2024		
7	4520	42120		TRANSPORTATION	UNIFORMS	4,000.00	400.00	4,400.00
	64-70-4520-0000-000-42120					03/05/2024		
8	4520	42500		TRANSPORTATION	VEHICLE GASOLINE	97,454.70	40,000.00	137,454.70
	64-70-4520-0000-000-42500					03/05/2024		
9	4520	43110		TRANSPORTATION	TRAVEL	2,000.00	3,000.00	5,000.00
	64-70-4520-0000-000-43110					03/05/2024		
10	4520	43113		TRANSPORTATION	MILEAGE PARKING TOLLS	1,000.00	500.00	1,500.00
	64-70-4520-0000-000-43113					03/05/2024		
11	4520	43530		TRANSPORTATION	REPAIRS VEHICLES	30,000.00	25,000.00	55,000.00
	64-70-4520-0000-000-43530					03/05/2024		
12	4520	44500		TRANSPORTATION	INSURANCE AND BONDS	19,000.00	16,000.00	35,000.00
	64-70-4520-0000-000-44500					03/05/2024		
13	4520	43910		TRANSPORTATION	MARKETING	5,500.00	1,500.00	7,000.00
	64-70-4520-0000-000-43910					03/05/2024		
14	4520	43210		TRANSPORTATION	TELEPHONE	5,000.00	800.00	5,800.00
	64-70-4520-0000-000-43210					03/05/2024		
					** JOURNAL TOTAL		0.00	

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2024 09 4 03/05/2024 BUA 030424C 1 1

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: blanca.pineda

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	T	ACCOUNT DESC / LINE DESC	OB	DEBIT	CREDIT
2024 9 2									
BUA 4100-39951						FUND BAL CARRY FWD GRANTS	5		85,992.36
03/05/2024	030424C				T				
BUA 5470-46941						ADOPTION PROMOTION	5	85,992.36	
03/05/2024	030424C				T				
						JOURNAL 2024/09/2 TOTAL		.00	.00
2024 9 3									
BUA 6160-43031						EVENT EXPENSES	5		10,000.00
03/05/2024	030424				T				
BUA 6160-43031						EVENT EXPENSES	5		16,000.00
03/05/2024	030424				T				
BUA 6160-44500						INSURANCE AND BONDS	5	10,000.00	
03/05/2024	030424				T				
BUA 6160-45100						CAPITAL OUTLAY	5	16,000.00	
03/05/2024	030424				T				
						JOURNAL 2024/09/3 TOTAL		.00	.00
2024 9 4									
BUA 4520-40121						SALARIES	5		82,350.00
03/05/2024	030424C				T				
BUA 4520-42490						VEHICLE SUPPLIES	5		2,500.00
03/05/2024	030424C				T				
BUA 4520-42003						COORDINATED TRANSPORTATION	5		200.00
03/05/2024	030424C				T				
BUA 4520-43111						TRAINING	5		250.00
03/05/2024	030424C				T				
BUA 4520-40182						RETIREMENT	5		10,000.00
03/05/2024	030424C				T				
BUA 4520-41860						WORKERS COMPENSATION	5	8,100.00	
03/05/2024	030424C				T				
BUA 4520-42120						UNIFORMS	5	400.00	
03/05/2024	030424C				T				
BUA 4520-42500						VEHICLE GASOLINE	5	40,000.00	
03/05/2024	030424C				T				
BUA 4520-43110						TRAVEL	5	3,000.00	
03/05/2024	030424C				T				
BUA 4520-43113						MILEAGE PARKING TOLLS	5	500.00	
03/05/2024	030424C				T				
BUA 4520-43530						REPAIRS VEHICLES	5	25,000.00	
03/05/2024	030424C				T				
BUA 4520-44500						INSURANCE AND BONDS	5	16,000.00	
03/05/2024	030424C				T				
BUA 4520-43910						MARKETING	5	1,500.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	T	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
	03/05/2024	030424C				T					
BUA 4520-43210							TELEPHONE		5	800.00	
	03/05/2024	030424C				T					
							JOURNAL 2024/09/4	TOTAL		.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

** END OF REPORT - Generated by Blanca Pineda **

BA # _____

Duplin County
Budget Amendment

Department Title: Finance

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

All amendments involving revenues must be approved by the Board of Commissioners

Brief description of why this amendment is being requested:
Carry forward adoption promotion funds

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
4100-39951	Fund Bal Carry Fwd Grants	85,992.36	5470-46941	Adoption Promotion	85,992.36
Total		85,992.36	Total		85,992.36

Finance Signature: Chelsey Fonvielle
Date Approved: 2/15/24

Manager Signature: _____
Date Approved: _____

Commisioner Approval: _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Events Center

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Increase money from Event Expense to Insurance and Bonds, and Capital

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
6160-43031	Event Expense	10,000.00	6160-44500	Insurance and Bonds	10,000.00
6160-43031	Event Expense	16,000.00	6160-45100	Capital Outlay	16,000.00
Total		26,000.00	Total		26,000.00

Chelsey Panico

Finance Signature: _____
Date Approved: 2/26/24

Manager Signature: _____
Date Approved: _____

Commisioner Approval: _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Public Transportation

Department Head's Signature: Angel Venecia

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

move funds to cover current and anticipated overages

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4520-40121	Salaries	82,350.00	4520-41860	Workers Comp	8,100.00
4520-42490	Vehicle Supplies	2,500.00	4520-42120	Uniforms	400.00
4520-42003	Coordinated Transportation	200.00	4520-42500	Vehicle Gas	40,000.00
4520-43111	Training	250.00	4520-43110	Travel	3,000.00
4520-40182	Retirement	10,000.00	4520-43113	Mileage	500.00
			4520-43530	Vehicle Repairs	25,000.00
			4520-44500	Insurance & Bonds	16,000.00
			4520-43910	Marketing	1,500.00
			4520-43210	Telephone	800.00
Total		95,300.00	Total		95,300.00

Chelsey Ramirez

Finance Signature _____

Date Approved: 2/28/24

Manager Signature _____

Date Approved: _____

Commisioner Approval _____

Date Approved: _____

LL 2-26-24
KN 2/26/24

DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE MARCH 4, 2024

RELEASE NUMBER	NAME	TOWNSHIP	FIRE DISTRICT 1	FIRE DISTRICT 2	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	FIRE TAX 1	FIRE TAX 2	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
21734	ALLEN, KENNETH EARL	12			2023	0057051	$ 392.80	$ 10.99					$ 403.79	UTILITY STORAGE BLDG DOUBLE LISTED
21735	ALLEN, KENNETH EARL	12			2022	0057051	$ 392.80	$ 10.99					$ 403.79	UTILITY STORAGE BLDG DOUBLE LISTED
21736	ALLEN, KENNETH EARL	12			2021	0057051	$ 392.80	$ 10.99					$ 403.79	UTILITY STORAGE BLDG DOUBLE LISTED
21737	ALLEN, KENNETH EARL	12			2020	0057051	$ 392.80	$ 10.99					$ 403.79	UTILITY STORAGE BLDG DOUBLE LISTED
21738	ALLEN, KENNETH EARL	12			2019	0057051	$ 392.80	$ 10.99					$ 403.79	UTILITY STORAGE BLDG DOUBLE LISTED
21739	ATKINSON, MATTIE H.	02	F-15		2023	0167833	$ 44.47	$ 1.24	$ 3.11				$ 48.82	BEAUTY SHOP & PORCH DOUBLE LISTED
21740	BELL, KENNETH GRICE	13			2023	10005459	$ 186.70	$ 5.22			$ 19.19		$ 211.11	BOAT VALUE INCORRECT FOR 2023
21741	EVANS, PHILLIP KEITH	13	F-21		2023	2594000	$ 3.94	$ 0.11	$ 0.39				$ 4.44	MYT TRAILER DOUBLE LISTED
21742	EVANS, PHILLIP KEITH	13	F-21		2022	2594000	$ 3.94	$ 0.11	$ 0.39				$ 4.44	MYT TRAILER DOUBLE LISTED
21743	EVANS, PHILLIP KEITH	13	F-21		2021	2594000	$ 4.38	$ 0.12	$ 0.43				$ 4.93	MYT TRAILER DOUBLE LISTED
21744	EVANS, PHILLIP KEITH & WIFE	13	F-21		2023	2595069	$ 8.72	$ 0.24	$ 0.85				$ 9.81	MYT TRAILER DOUBLE LISTED
21745	EVANS, PHILLIP KEITH & WIFE	13	F-21		2022	2595069	$ 9.87	$ 0.28	$ 0.97		$ 1.11		$ 12.23	MYT TRAILER DOUBLE LISTED
21746	FOY, JAMES DAVID	08			2023	10002672	$ 66.72	$ 1.87			$ 6.86		$ 75.45	SOLD BOAT IN 2022
21747	GRADY, ARDELL NULL, JR	13	F-03		2020	3212793	$ 146.58	$ 4.10	$ 11.28		$ 16.20	$ 90.00	$ 268.16	SWMH REPOSSESSED
21748	HALSO, CLIFTON O., JR	08	F-05		2023	3508821	$ 247.39	$ 6.92	$ 17.30				$ 271.61	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
21749	HOUSTON, MILTON DAVID & WIFE	07	F-16		2023	4154175	$ 73.16	$ 2.05	$ 7.16				$ 82.37	NEVER OWNED BOAT
21750	HOUSTON, MILTON DAVID & WIFE	07	F-16		2022	4154175	$ 73.16	$ 2.05	$ 7.16				$ 82.37	NEVER OWNED BOAT
21751	HOUSTON, MILTON DAVID & WIFE	07	F-16		2021	4154175	$ 73.16	$ 2.05	$ 7.16				$ 82.37	NEVER OWNED BOAT
21752	KENNEDY, TONIA WHALEY	07	F-16		2023	10005290	$ 14.30	$ 0.40	$ 1.40		$ 1.61	$ 110.00	$ 127.71	SWMH DOUBLE LISTED
21753	KOHR, GLADYS	09	F-09		2023	010004571	$ 384.67	$ 10.76	$ 48.42			$ 110.00	$ 553.85	HOUSE NOT REPAIRED FROM 2018 FLOOD
21754	KOHR, GLADYS	09	F-09		2022	010004571						$ 110.00	$ 110.00	HOUSE VACANT SINCE FLOOD 2018
21755	LEON, JOSE SOLORZANO	02	F-12		2023	5329054	$ 14.30	$ 0.40	$ 1.30		$ 1.60	$ 110.00	$ 127.60	SWMH DOUBLE LISTED
21756	MIDYETTE, ANTONIO TERELL	02	F-19		2023	10005923	$ 232.80	$ 6.51	$ 22.79				$ 262.10	TRUCK HAS TAGS
21757	MONZON, HEIDI	03	F-01		2023	000000281	$ 14.30	$ 0.40	$ 1.00			$ 110.00	$ 125.70	SWMH DOUBLE LISTED
21758	MUNGUIA, CARLOS	09	F-09		2023	10005309	$ 16.37	$ 0.46	$ 2.06		$ 1.89	$ 110.00	$ 130.78	SWMH DOUBLE LISTED
21759	RAPALO, DAISY LIZETH	09			2023	7189466	$ 14.30	$ 0.40			$ 1.47	$ 110.00	$ 126.17	SWMH DOUBLE LISTED
21760	RAPALO, DAISY LIZETH	09			2022	7189466	$ 14.30	$ 0.40			$ 1.47	$ 110.00	$ 126.17	SWMH DOUBLE LISTED
21761	REIGER, RICHARD	10	F-08		2023	010003656	$ 256.69	$ 7.18	$ 35.90				$ 299.77	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
21762	RIVENBARK, ALMA CARTER	09	F-11		2023	10003758	$ 61.21	$ 1.71	$ 5.99		$ 6.89		$ 75.80	SOLD BOAT IN 2022
21763	ROSQUETE, ANGEL & ANNER ROSQUETE	12			2023	7496870						$ 110.00	$ 110.00	NO DWELLING ON PROPERTY
21764	ROSQUETE, ANGEL & ANNER ROSQUETE	12			2022	7496870						$ 110.00	$ 110.00	NO DWELLING ON PROPERTY
21765	ROSQUETE, ANGEL & ANNER ROSQUETE	12			2021	7496870						$ 90.00	$ 90.00	NO DWELLING ON PROPERTY
21766	ROSQUETE, ANGEL & ANNER ROSQUETE	12			2020	7496870						$ 90.00	$ 90.00	NO DWELLING ON PROPERTY
21767	ROSQUETE, ANGEL & ANNER ROSQUETE	12			2019	7496870						$ 90.00	$ 90.00	NO DWELLING ON PROPERTY
21768	ROUSE, STEVEN	05	F-06		2024	1002077	$ 258.83	$ 7.24	$ 27.15				$ 293.22	BILLED DEFERRED TAXES IN ERROR
21769	ROUSE, STEVEN	05	F-06		2023	1002077	$ 258.83	$ 7.24	$ 27.15				$ 293.22	BILLED DEFERRED TAXES IN ERROR
21770	ROUSE, STEVEN	05	F-06		2022	1002077	$ 258.83	$ 7.24	$ 27.15				$ 293.22	BILLED DEFERRED TAXES IN ERROR
21771	ROUSE, STEVEN	05	F-06		2021	1002077	$ 258.83	$ 7.24	$ 27.15				$ 293.22	BILLED DEFERRED TAXES IN ERROR
21772	TRIPLE B HOG FARMS LLC	05	F-25		2023	8780350	$ 1,402.83	$ 39.24					$ 1,442.07	NO HOGS-VALUE REDUCED DUE TO CONDITON
21773	WHALEY, CARLA J.	07	F-04		2023	9313891	$ 7.44	$ 0.21	$ 0.48		$ 0.81		$ 8.94	SOLD TRAILER
21774	WILLIAMS, OSHONIA	13	F-21		2023	10003562	$ 14.30	$ 0.40	$ 1.40		$ 1.61	$ 110.00	$ 127.71	SWMH DOUBLE LISTED
21775	WILLIAMS, OSHONIA	13	F-21		2022	10003562	$ 14.30	$ 0.40	$ 1.40		$ 1.61	$ 110.00	$ 127.71	SWMH DOUBLE LISTED
	GRAND TOTAL						**$ 6,403.62**	**$ 179.14**	**$ 286.94**	**$ -**	**$ 62.32**	**$ 1,680.00**	**$ 8,612.02**	

LL 2-26-24
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Duplin County Public Library
Collection Development Policy

PURPOSE:
This policy sets broad guidelines for the selection, collection and withdrawal of library materials to support the Library's mission and goals.

GOAL:
The library will attempt to maintain as balanced and as varied a collection as possible. Materials will be selected to cover a variety of tastes, interests, purposes and reading levels to fill the informational, educational and recreational needs of Duplin County residents. The Library will endeavor to provide access to information in all fields and from all points of view. The Library, in collecting and acquiring publications and related materials representing the widest diversity of views, may include items which reflect controversial, unorthodox or even unpopular ideas. The Library, the Library Advisory Board, and Library personnel will not, either directly or indirectly, ban or censor any material. The presence of an item in the Library does not indicate any endorsement of its contents by the Library.

RESPONSIBILITY:
Ultimate responsibility for collection development and resource access rests with the Library Director who shall operate within the framework of this policy. The Library Director may designate staff members to participate in the selection of library resources. Both the public and library staff members may recommend materials for consideration.

CRITERIA FOR CONSIDERATION:
Any materials selection policy must be fairly general and librarians must always exercise their knowledge and experience about all library materials and the community served. The goal of our library is to be inclusive, not exclusive, when developing our collections; therefore, no single set of selection criteria can be applied to all cases.

Each type of material shall be considered in terms of its own merit and the audience for whom it is intended. Reviews in professionally recognized resources are a primary source for materials selection. Standard bibliographies, book lists by recognized authorities and the advice of competent people in specific subject areas shall also be used.

Materials which are pornographic (prurient in nature) are not collected. However, even if some people consider an item objectionable, no material shall be excluded because of coarse language, violence or frank discussions of sexual episodes when the author is justified in what is portrayed or when such episodes are pertinent to the plot or character delineation.

All requests from patrons will be considered. However, esoteric materials of limited community interest will not ordinarily be purchased.

The children's collection contains materials best suited to the abilities and interests of library users from birth through approximately age 12, while teen materials are intended for those approximately age 12 through 18. Children's and teen materials will be selected with the same care and judgment following the same criteria as are adult materials.

The library will not attempt to furnish materials required for classroom or academic use. The library's role is to provide supplementary materials to enrich the resources available to students and teachers through the

educational system. Materials for self-study or to supplement classroom study will be selected according to their appropriateness to the collection for use by the library's patronage as a whole. Textbooks will be purchased only when they provide the best coverage of a subject and are useful to the general public. Educational workbooks or other consumable items will not be purchased. Multiple copies cannot be purchased in response to student demands. It is expected that each school will meet its own curriculum demands with adequate materials.

The library considers that non-book materials such as magazines, newspapers, audiobooks, e-books and DVDs represent an alternative format and may be selected when this form best meets the need of the community. These materials may be purchased or leased when they may be found at reasonable prices.

The library keeps its collection vital and useful by retaining or replacing essential materials and removing on a systematic and continuous basis materials which are worn, out-dated, of little historical significance or no longer in demand. See Withdrawal section for more details.

ACCESS TO MATERIALS:

The library by its very nature is established to perpetuate intellectual freedom. To that end, the Library Advisory Board and the library staff supports the "Library Bill of Rights," the "Freedom to Read," "Freedom to View," and "Free Access to Libraries for Minors," as adopted by the American LIbrary Association (see attached). The library assures free access to its holdings for all patrons who have the responsibility to select or reject for themselves any item in the collection. Individual or group bias or disapproval about a particular item or type of material in the collection may not preclude its use by others. It is the responsibility of the parents or guardians who wish to limit or restrict the reading of their own children to oversee their selections. The library staff and advisory board cannot and do not act in place of a parent or guardian.

Processing and shelving of materials shall in no way reflect a value judgment of the materials. All materials will be shelved in their proper order on open shelves, freely and easily accessible to the public, except for specific items which would be particularly hard or expensive to replace such as historical documents. These rare items may require staff supervision for use.

The entire library collection, with the exception of reference and genealogy materials is available for use through our library system and through the resource sharing process as members of the NC Cardinal Consortium.

GIFTS:

The library may accept gifts of books and other materials without commitment as to final disposition. DCPL assumes unconditional ownership of all items donated and retains the right to use or dispose of them as it sees fit.

Gift items must meet the same selection criteria as purchased materials. Items in poor physical condition will not be accepted. Duplicate copies of items already in the collection will be added only if needed. The library does not accept textbooks or older publications of magazines, serial publications or encyclopedia sets. Gift items, if needed, will be integrated into the regular library collections in normal sequence, available to all library patrons and otherwise handled as any other material belonging to the library. When a gift is no longer needed, it will be disposed of in the same manner as purchased.

Gift materials will not be accepted with restrictions or conditions that necessitate special and separate housing, processing or treatment. Library staff cannot assign a dollar valuation for gifts of materials, but staff will provide

the donor with a statement verifying the number and type of materials donated and accepted upon request. Appraisal for the gift shall be the responsibility of the donor.

WITHDRAWAL OF MATERIALS:

Item withdrawal is an important aspect of collection development. An up-to-date, attractive and reliable collection can be maintained only by purchasing and retaining appropriate materials and by removing items that are damaged, outdated, inaccurate, duplicating and otherwise no longer useful. The collection shall be evaluated by authorized and qualified staff on a systematic and continuous basis to identify materials that should be withdrawn based on such guidelines as outlined in *CREW: A Weeding Manual for Modern Libraries(* Jeanette Larson, 2008). Items may be withdrawn for such reasons as (but not limited to):

1. Condition
2. Availability of superseding editions
3. Obsolete or inaccurate information
4. Duplicate copies of items
5. Lack of use
6. Availability through the NC Cardinal Consortium

The Library Director, with the permission of the Duplin County governing agency, will make the final decision regarding the disposition of materials withdrawn from or items donated but not added to the collection. Possible options include but not limited to:

1. Library Book Sales with the proceeds being indeed directly back into the library budget to be allocated at the discretion of the Library Director. The Library Director and staff will determine appropriate prices for items removed from the collection for book sales. However, the Library Director has discretionary authority to increase or decrease the cost of items for reasons including but not limited to age and/or condition.
2. Incentive giveaways for library promotions and programming.
3. Donations to non-profit organizations or institutions.
4. Recycling when possible.

REQUESTS FOR RECONSIDERATION OF MATERIALS:

A patron's choice of library materials for personal use shall be an individual matter. Responsibility for the use of materials by children and adolescents shall rest with their parents or legal guardians. While a person may reject materials for himself or herself and for his or her children, he or she shall not exercise censorship to restrict access to the materials by others. Any Duplin County Public Library ***resident*** cardholder who objects to the presence (or absence) of a work may do so by completing the *Statement of Concern about Library Resources* form. The objection must be brought by an individual and not as representing any entity or organization (perceive or otherwise recognized). The Library Director and the Library Advisory Board shall review the patron's concern. While an item is under review it shall remain in the collection for circulation. The patron shall be informed of the Board's decision regarding the objection by the Library Director, and its finding is final. Any item brought to the Library Director for objection may not be reconsidered for 5 years following the initial review and final ruling. See *Statement of Concern about Library Resources* form attached.

Duplin County Public Library

Statement of Concern about Library Resources

The Library Advisory Board has authorized the use of this form as part of its *Collection Development Policy*.

Name:_____Date:_____

Street Address: _____

Town:_____ Zipcode: _____

Title of Item: _____

Author: _____

Format: _____ (book, audiobook, DVD, etc.)

Did you read/view/listen to the entire work? _____Yes _____ No

What concerns you about this item? _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

When completed, this form should be returned to:
Library Director
Duplin County Public Library
107 Bowden Dr.
Kenansville NC 28349

FY 2025 CONSOLIDATED AGREEMENT

This Consolidated Agreement is made between the **North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (hereinafter referred to as "**DCFW**") and **Division of Public Health** (hereinafter referred to as "**DPH**"), (herein DCFW and DPH collectively referred to as "**NCDHHS**"), and the **Duplin County Health Department** (herein after referred to as "**LHD**") (herein NCDCFW, NCDPH, and LHD may individually be referred to as a "party" and collectively as the "parties") for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Consolidated Agreement shall cover a period from June 1, 2024 to May 31, 2025 and shall remain in force until the next Fiscal Year Consolidated Agreement is signed except as provided for in Section X. Provision of Termination.

Now, therefore, NCDHHS and LHD agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means State, federal, and/or special funding or funds throughout this Consolidated Agreement and any Agreement Addenda.)

I. LHD RESPONSIBILITIES

A. Performance

1. LHD shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code (NCAC), as well as all applicable North Carolina statutes and federal laws and regulations.

2. LHD shall perform the activities specified in the Agreement Addenda for State-funded budgets. LHD must negotiate these Agreement Addenda in good faith to the satisfaction of NCDHHS representatives as part of the Agreement execution. LHD will meet or exceed the Agreement Addenda deliverables unless extenuating circumstances prevail and are explained in writing and subsequently approved by the NCDHHS division, section, branch, or program.

3. LHD shall be committed to achieving health equity, promoting inclusion of all populations affected by conditions contributing to health disparities (including race or ethnicity, sex, sexual identity, age, disability, socioeconomic status, and geographic location), and ensuring all staff, clinical and non-clinical, participate in ongoing training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity.

4. LHD shall administer and enforce all rules that have been adopted by the Commission for Public Health or adopted by the Local Board of Health, Consolidated Human Services Board, or Board of County Commissioners (hereinafter referred to as "LHD governing board"), and laws that have been enacted by the North Carolina General Assembly.

5. LHD shall provide to DPH and DCFW a copy of any rules adopted, amended, or rescinded by the LHD governing board pursuant to N.C.G.S. § 130A-39 Powers and duties of a local board of health and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or rescission. These rules and ordinances are to be sent to the DPH Deputy Director and DCFW Director.

6. LHD shall provide formal training/orientation for its LHD governing and/or advisory board members.

7. LHD shall not require a client to present identification that includes a picture of the client for, at a minimum, immunization, pregnancy prevention, sexually transmitted disease, and communicable disease services.

8. LHD shall provide or assure provision of care management services for Care Management for High-Risk Pregnancies (CMHRP) and Care Management for At-Risk Children (CMARC) populations. These services may be funded by Medicaid, state or federal funding through Agreement Addenda, private funders, or local funds.

   a. Per the federal Child Abuse Prevention and Treatment Act (CAPTA) requirements, a notification to the county child welfare agency must occur upon identification of an infant as "substance-affected," as defined by NCDHHS, for the development of a Plan of Safe Care (POSC). NCDHHS requires that all substance-affected infants be referred by the local Child Welfare Agency to CMARC or the designated care management entity for care management and care coordination.

   b. Medicaid requires that the LHD has the first right of refusal to provide CMHRP and CMARC services through SFY25.

   c. LHD shall use every resource including technical assistance from the regional consultants and State CMHRP and CMARC program managers to resolve issues to prevent care gaps and discontinuation of services.

   d. In the event that LHD determines it cannot directly provide care management services for CMHRP and/or CMARC populations, LHD shall:

      1) Notify NCDHHS in writing of LHD's intention to discontinue the services at least 180 calendar days in advance of discontinuing the services. Notifications regarding the provision of CMHRP shall be provided to the DPH Deputy Director. Notifications regarding CMARC shall be provided to the DCFW Director. LHD is still responsible to provide the care management services during the 180-day period, until those services are transitioned to another entity who can assure continued care without service gaps;

      2) Follow the Care Management Service Termination and Transfer of Services[1] process from the Division of Health Benefits; and

      3) Identify another local health department(s) and/or other entity(ies) that can provide continuous care management services for CMHRP and CMARC populations through SFY25.

9. LHD shall notify the DCFW Director and the DPH Deputy Director if any of the following occurs:

   a. There is a legal name change to LHD.

   b. A local health director or interim local health director is appointed or leaves office.

   c. LHD becomes part of a consolidated human services agency, a district, or a public health authority.

   d. There is any other governance change.

   e. LHD is no longer subject to the NC Human Resources Act.

   Notification shall be in writing within the next business day of the change and is to include a governance organizational chart and any relevant supporting documents reflecting the changes.

10. LHD shall retain financial and program records including electronic records in accordance with the North Carolina Department of Natural and Cultural Resources' Local Government Schedules records retention policy[2] and in accordance with the retention of those records as described in

[1] https://medicaid.ncdhhs.gov/media/11881/open
[2] https://archives.ncdcr.gov/government/local

Section IV. Fiscal Control, Paragraph H. Records resulting from these services shall not be destroyed, purged, or disposed of except in accordance with the records retention policy and in accordance with State and federal law. The State's basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Consolidated Agreement or any Agreement Addenda has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

11. By June 30, 2025, all LHD lead public health nurse administrators will have developed a plan in partnership with the DPH Office of the Chief Public Health Nurse (OCPHN) and North Carolina Institute for Public Health (NCIPH) to have all registered nurses working in public health nurse positions complete the North Carolina Credentialed Public Health Nurse course by 2027. Newly-hired registered nurses without a baccalaureate degree in nursing continue to have one year to complete the course per NCAC.

B. **Data/Reporting**

1. LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, North Carolina General Statutes, the North Carolina Administrative Code, and/or federal law or regulation. Data shall be reported through North Carolina's centralized reporting system known as the LHD Health Services Analysis (LHD-HSA). To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service except as allowed by N.C.G.S. § 130A-34.2, LHD shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.

2. LHD shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the DPH Environmental Health Section in the format provided by the DPH Environmental Health Section.

3. LHD shall provide access to patient records to authorized staff from DCFW and DPH for technical consultation, program monitoring, and program evaluation, as specified by this Consolidated Agreement, Agreement Addenda for State-funded budgets, North Carolina law, North Carolina Administrative Code, and federal law and regulation.

4. In accordance with N.C.G.S. § 130A-94, the local health director shall serve as the local registrar of vital statistics. In accordance with N.C.G.S. § 130A-96, the local registrar shall appoint a deputy local registrar. The LHD shall report the name and contact information of any local registrar and deputy local registrar to the State Registrar of Vital Statistics within one business day of appointment. The LHD shall also report to the State Registrar when any local registrar or deputy registrar resigns or otherwise departs from the role. The local registrar shall fulfill duties as set out in N.C.G.S. § 130A-97. In accordance with N.C.G.S. § 130A-97(5), the local registrar may have a copy of the data from each certificate and maintain it for up to two years. This data shall be maintained securely, as set out in Subparagraphs 5., 6., and 7 below, and used in accordance with applicable law.

5. LHD shall provide network and internet access at its facilities (or to the county network where desired) in order to:
   a. Connect with critical data and surveillance systems including, but not limited to, the North Carolina Health Alert Network (NC HAN), North Carolina Electronic Disease Surveillance System (NC EDSS), North Carolina Immunization Registry (NCIR), Local Health Department Health Services Analysis (LHD-HSA), North Carolina Crossroads WIC System, North Carolina Database Application for Vital Events (NCDAVE), Electronic Birth Registration System (EBRS), and Environmental Health Inspection Data System (EHIDS);
   b. Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.);
   c. Access NCDHHS training material and information used for training staff, including access to webinars;
   d. Maintain a secure infrastructure for remote data entry; and
   e. Report electronically all required DPH Environmental Health Section inspection data in the format and frequency specified by DPH.
6. LHD may utilize security products (e.g., firewalls) of its choosing to maintain network connectivity and security integrity. The LHD network configuration and security practices must allow communication with systems within the NCDHHS networks.
7. LHD shall be responsible to report all privacy and security breaches that may affect NCDHHS data and surveillance systems to NCDHHS as soon as possible but no later than 24 hours from discovery of the breach by completing a report via the NCDHHS Privacy and Security Office – Incident Reporting Form.[3] If the breach involves Social Security Administration (SSA) data or Centers for Medicare and Medicaid Services (CMS) data, the LHD shall report the breach within 1 hour of becoming aware of the breach. This may include but is not limited to ransomware attacks, malicious code execution, or network breaches. LHD's access to NCDHHS data and surveillance systems may be limited or turned off until proof of remediation is supplied by LHD. LHD shall reimburse NCDHHS or otherwise be held responsible for the costs associated with giving affected persons written notice of a privacy or security incident, as required by any applicable federal or state law, when the privacy or security incident arises out of LHD's performance under this Consolidated Agreement or Agreement Addenda. If a subcontractor is used by LHD in its performance of this work, the LHD must hold the subcontractor to the same privacy and security requirements set out in this Consolidated Agreement and Agreement Addenda.

C. **Assessments and Plans**

1. LHD shall provide to the DPH Community Health Assessment Director:
   a. A comprehensive community health assessment (CHA) at least every four years for each county or health district as follows:
      1) The CHA report is due on the first Monday in March following the year of CHA.
      2) The CHA report shall be submitted as an attachment via the web-based software, Clear Impact Scorecard. The executive summary and community priorities will appear in the note fields.
      3) The CHA shall be a collaborative effort with local partners inclusive of hospitals, businesses, community partners, and local community health coalitions, and the CHA report shall identify a list of community health problems based on the assessment.

[3] https://security.ncdhhs.gov/

4) The CHA report shall include primary and secondary data that is collected and analyzed.
5) Secondary data shall be obtained from published statistical tables and reports from the State Center for Health Statistics (SCHS) or other official sources.
6) Primary data needs and methodologies shall be determined once secondary data have been reviewed and gaps in knowledge about the community are identified.
7) After analyzing primary and secondary data, the CHA report shall describe available community resources and resource needs for the identified community health problems.
8) Each identified community health problem shall be prioritized and described in the narrative. The CHA report shall include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1.

b. A Community Health Improvement Plan (CHIP) no later than six months after the completion of the CHA as follows.
1) The CHIP is due by the first Monday in September following the year of assessment.
2) The CHIP shall be submitted via the web-based software, Clear Impact Scorecard.
3) The CHIP shall address a minimum of two priorities identified in the most recent community health assessment.
4) The CHIP shall be data driven and derived by using results-based accountability to focus on both population and program accountability. Results, indicators, programs, and performance measures must be included.
5) The CHIP shall be aligned with one or more of the Healthy North Carolina 2030 (HNC 2030) indicators and use best evidence interventions targeting health behaviors, the physical environment, social and economic factors, and/or clinical care.
6) The CHIP shall be aligned with the current North Carolina State Health Improvement Plan and consider policy recommendations as a best practice opportunity.
7) The CHIP shall be updated at least annually, and LHD must monitor its performance against the CHIP annually.
8) Components of the CHIP may persist across CHA-CHIP cycles when:
a) the health problem persists and continues to be a priority; and
b) new interventions are needed; and/or
c) the interventions need to be expanded to a new target population.

c. A state of the county or district health report (SOTCH) during each interim year between CHAs as follows:
1) The SOTCH is due by the first Monday in March in years when a CHA report is not submitted.
2) The SOTCH shall be submitted via the web-based software, Clear Impact Scorecard.
3) The SOTCH shall include:
a) progress made on each performance measure in the CHIP;
b) morbidity and mortality changes since the last CHA;
c) emerging issues since the last CHA; and
d) new, paused, and/or discontinued initiatives since the last CHA.

2. LHD shall make a written request for any variances in submission of CHA, CHIP, and SOTCH documents in advance of the required date of submission. Emails may be sent to the DPH Community Health Assessment Director at cha.sotch@dhhs.nc.gov.

3. For LHD accreditation, all instances of Clear Impact Scorecard must be linked to the HNC 2030 Scorecard licensed by DPH.

4. Guidance about CHA, CHIP, and SOTCH is located on the North Carolina State Center for Health Statistics website under "Local Data Analysis and Support."[4]

II. NCDHHS RESPONSIBILITIES

A. Training, Consultation, and Support

1. DCFW and DPH shall provide training to LHD for LHD's response to this Consolidated Agreement and to the Agreement Addenda. Upon request, consultation will be provided by DCFW and/or DPH to LHD.

2. DCFW and/or DPH shall provide coordination and support for the education and training for the public health workforce, including developing training opportunities at the Section/Branch/Program level to achieve health equity, promote inclusion of all populations affected by health disparities (including racial/ethnic minority groups and persons with disabilities), and ensure all staff, clinical and non-clinical, have opportunities for training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity.

3. DCFW and DPH shall provide leadership for liaison activities between NCDHHS and LHD for general problem solving and technical support around areas addressed within this Consolidated Agreement.

4. DPH shall provide high-level consultation, technical assistance, and advice to local health directors and teams via the DPH Local and Community Support (LCS) Section. For more information, contact the DPH Deputy Director/LCS Section Chief. Broad content areas include, but are not limited to:
   a. Board Relations;
   b. Management Teams and Staffing;
   c. Policy Development;
   d. Program Planning and Implementation;
   e. Quality and Performance Improvement; and
   f. General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.

5. DCFW and DPH shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested. Contact the specific division's section chief or branch head to arrange for technical assistance and consultant services.

6. DPH shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies, and procedures that cross programs via the DPH LCS Section, Local Technical Assistance and Training Branch (LTATB). Contact the DPH Chief Public Health Nurse/Branch Head, LTATB to arrange this assistance.

7. DPH shall provide support and consultation to the public health workforce in LHD, through the provision of regional public health consultants who offer professional development and training on finance, billing, and budget. Contact the DPH Chief Public Health Nurse/Branch Head, LTATB to arrange a consultation.

[4] https://schs.dph.ncdhhs.gov/units/ldas/cha.htm

8. By December 31, 2024, OCPHN will convene a workgroup of LHD lead public health nurse administrators to begin to devise a statewide plan for all registered nurses working in LHD public health nurse positions to complete the North Carolina Credentialed Public Health Nurse course by 2027. (The statewide plan should be complete by June 30, 2025.)

B. **Performance**

1. DCFW and DPH shall act as liaisons between the public health system and the Division of Health Benefits (the State's Medicaid agency) on issues related to Medicaid-reimbursed services provided by the State and LHD. DCFW and DPH shall cooperate with the Division of Health Benefits to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.

2. For services of the DPH State Laboratory of Public Health (SLPH), DPH shall:

   a. Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the SLPH only, when ordered via the SLPH's web-based mailroom ordering system;

   b. Ensure qualified personnel to process, analyze, and report test results;

   c. Ensure that SLPH maintains Clinical Laboratory Improvement Amendments of 1988 (CLIA) certification;

   d. Submit invoices to LHD via electronic means;

   e. Collect interest (per N.C.G.S. § 147-86.23 Interest and penalties) and a 10% late fee as appropriate; and

   f. Provide a qualified Laboratory Director and a Technical Consultant for LHD's laboratories participating in the North Carolina SLPH CLIA Contract Program. Services provided by the oversight of this personnel include training and continuing education, CLIA inspection assistance, proficiency testing and enrollment, competency assessment, and models for laboratory forms, procedures, and policies.

3. DCFW and DPH will provide support and technical assistance for LHD to comply with all applicable laws, regulations, and standards relating to the activities covered in this Consolidated Agreement.

4. DCFW and DPH shall conduct reviews, audits, and program monitoring to determine compliance with the terms of this Consolidated Agreement and its associated Agreement Addenda.

C. **Data/Reporting**

1. DCFW and DPH shall provide automated data and surveillance systems to collect and store client, service, encounter, and other data related to DCFW and DPH programs on behalf of LHD and other public health programs. DCFW and DPH shall provide business and technical support to the users of these systems. DCFW and DPH shall notify LHD as opportunities and/or timelines for improved or emerging technology systems occur. These systems may include, but are not limited to:

   a. LHD-Health Services Analysis (LHD-HSA) for automated reporting of clinical service data fields;

   b. Environmental Health Inspection Data System (EHIDS) for Food and Lodging inspection and billing data;

   c. Aid-to-Counties Database (ATC) for reporting and claiming State funds and any federal funds which are allocated by DPH or DCFW;

d. North Carolina Health Alert Network (NC HAN);
e. North Carolina Electronic Disease Surveillance System (NC EDSS);
f. North Carolina Immunization Registry (NCIR);
g. North Carolina Crossroads WIC System;
h. Electronic Birth Registration System (EBRS);
i. COVID-19 Community Team Outreach (CCTO) Tool;
j. COVID-19 Vaccine Management System (CVMS); and
k. North Carolina Database Application for Vital Events (NCDAVE) for electronic death registration.

Other automated data and surveillance systems may be added as they are developed; others may be discontinued.

2. DCFW and DPH shall be responsible in its use of data received and reviewed in its various roles as a public health authority, health oversight agency, and business associate. Protected health information (PHI) received by DCFW and DPH in its capacity as a covered entity or business associate shall be protected as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (see this Consolidated Agreement's Attachment B: Business Associate Agreement Addendum).

D. **Fund Availability and Notification:** DCFW and DPH shall provide to LHD the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of its local budget proposals per current General Statute unless exceptions are noted in the respective Agreement Addenda. The Agreement Addendum for Activity 874 Food and Lodging is an exception, as the Agreement Addendum for it will be provided to LHD no later than March 30 for the State Fiscal Year (SFY) in which payment will be made.

1. DCFW and DPH shall each provide a Funding Authorization document to LHD after the receipt of the Certified State Budget.

2. Following receipt of the Certified State Budget for the fiscal year and upon receipt of this executed Consolidated Agreement and the executed Agreement Addenda, DCFW and DPH shall make funds available to LHD at the beginning of each fiscal year through the Aid-To-Counties Database (ATC). Funds will be dispersed in accordance with the LHD's certified expenditure reporting within ATC, and payments will be made to LHD according to the NCDHHS Controller's Office Aid-to-Counties Expenditure Control Schedule issued December of each year for the following calendar year.

III. FUNDING STIPULATIONS

A. **Use of Funds**

1. Funding for this Consolidated Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Consolidated Agreement and the Agreement Addenda.

2. During the period of this Consolidated Agreement, LHD shall not use State, federal or Special Project funds received under this Consolidated Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see Section IV. Fiscal Control, Paragraph H. Local Appropriations Budget).

B. **Compliance**

1. To receive funding under this Consolidated Agreement, LHD shall comply with 10A NCAC 46, Section .0200 Standards for Local Health Departments.

2. LHD shall maintain authenticated employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in 2 C.F.R. Part 200) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.

3. LHD charges/billing. LHD shall:

   a. Establish one charge per clinical/support service for all payors (including Medicaid) based on its related costs as permitted by N.C.G.S. § 130A-39(g);

   b. Bill all payors the established charge (with the exception that when billing 340B Drug Pricing Program drugs or devices to Medicaid, all drugs or devices purchased using 340B Program must be billed to Medicaid at the acquisition cost);

   c. Make every reasonable effort to collect charges for services through public or private third-party payors (except where prohibited by federal regulations or State law) noting, however, that no one shall be refused services mandated by law solely because of an inability to pay; and

   d. Review all LHD fees, including environmental health fees, annually with the governing body in accordance with the North Carolina Local Health Department Accreditation Board guidance and local policies.

   LHD may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.

4. LHD shall comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), codified at 2 C.F.R. 200, when utilizing federal grant funds.

   a. When procuring goods and services with federal grant funds, LHD shall apply the most restrictive rule when following federal, State, and local government procurement requirements.

5. When administering the Women, Infants, and Children's Program (WIC), LHD must adhere to the requirements set forth in Section 361 of the Healthy Hunger-Free Kids Act of 2010, which amended Section 12(b) of the Richard B. Russell National School Lunch Act (NSLA), 42 U.S.C. 1760(b). This Act requires local health departments to support full use of the federal administrative funds provided for the WIC program. The federal administrative funds are specifically excluded from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions.

6. LHD agrees to execute the following consolidated Federal Certifications (Attachment C) as applicable when receiving federal funds and to immediately notify the DCFW Director and the DPH Deputy Director if the certifications, as executed, change during the term of the Consolidated Agreement:

   a. Certification regarding Nondiscrimination;

   b. Certification regarding Drug-Free Workplace Requirements;

   c. Certification regarding Environmental Tobacco Smoke;

d. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions; and

e. Certification regarding Lobbying.

7. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), LHD is required to submit to DCFW and DPH information that is reportable by DCFW and DPH for all qualified sub-awardees of federal funds. LHD will complete and submit the FFATA Data Reporting Requirement forms provided by DCFW and DPH to determine the eligibility as a sub-awardee for reporting purposes. Information provided by LHD will be used by DCFW and DPH to report subawards (funding authorizations) equal to or greater than $30,000 from each federal grant.

8. If the LHD's Unique Entity Identifier (UEI) changes, the LHD shall provide its new UEI to the DCFW Director and the DPH Deputy Director. DCFW and DPH use the LHD's UEI when reporting subawards in the FFATA Subaward Reporting System (FSRS). The federal government's System for Award Management (SAM) assigns the UEI to uniquely identify business entities.

9. LHD shall comply with the federal Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS) when receiving federal funds: LHD shall disclose, in a timely manner, in writing to the NCDHHS funding entity (DPH or DCFW) and the federal Health and Human Services Office of the Inspector General (HHS OIG) all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the DPH Deputy Director or DCFW Director and to HHS OIG. (Guidance is available on the HHS OIG website.[5])

C. **Training Reimbursement**

1. Subject to the availability of funds and approval by the DPH Office of the Chief Public Health Nurse/Local Technical Assistance Training Branch, LHD may request reimbursement of expenses for LHD Management/Supervision level staff participating in the *Management and Supervision for Public Health Professionals* course. Reimbursement is $600 per participant upon successful completion of the course. Reimbursement requests must be submitted by LHD to the Local Technical Assistance and Training Branch within the same fiscal year the course is completed.

   The Training Funds Reimbursement Request Form can be found on the DPH For Local Health Departments website under "General Information: Training Reimbursement."[6]

2. Subject to the availability of funds and approval by the DPH Environmental Health Section, LHD may request reimbursement for in-person Centralized Intern Training (CIT) and a one-time mileage allocation. Reimbursement requests must be submitted by LHD to the DPH Environmental Health Section within 60 days of course completion and within the same fiscal year the training is completed. Reimbursement requires successful completion of the course. No reimbursements are offered for virtual trainings. (Reimbursement Request Form DHHS 4125 *Centralized Intern Training Funds Reimbursement Request* is available on the DPH Environmental Health website under "Centralized Intern Training and Authorization."[7])

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[5] https://oig.hhs.gov/compliance/self-disclosure-info/hhs-oig-grant-self-disclosure-program/

[6] https://www.dph.ncdhhs.gov/local-health-departments
Note: This form can also be downloaded at https://www.dph.ncdhhs.gov/media/677/download?attachment

[7] https://ehs.dph.ncdhhs.gov/oet/index.htm
Note: This form can also be downloaded at
https://ehs.dph.ncdhhs.gov/oet/docs/cit/CentralizedInternTrainingFundsReimbursementRequest.pdf

a. For Interns attending CIT sessions in person, reimbursement amounts are based on the session attended:
   1) Food Protection & Facilities Track — $280
   2) On-Site Water Protection Track — $560
   3) Tier 2 General EH Module — $280

b. For cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions in person, reimbursement amounts are based on the session attended:
   1) Food, Lodging, & Institutions — $170
   2) Child Care & School Sanitation — $62
   3) On-Site Water Protection — $450
   4) Private Drinking Water Wells — $62
   5) Public Swimming Pools — $62
   6) Tattoo — $62

c. A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas in which they are employed.
   1) Area 1 — $57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
   2) Area 2 — $170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell, Jones, Lincoln, Martin, Mecklenburg, New Hanover, Northampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin.
   3) Area 3 — $283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.
   4) Area 4 — $396: Cherokee, Clay, Graham, Macon, Swain.

D. **Purchases**

1. Equipment is a type of fixed asset consisting of specific items of property that: (1) is tangible in nature; (2) has a life longer than one year; and (3) has a significant value.

   a. For Inventory Purposes:
      1) Equipment must be accounted for in accordance with guidance published by the Governmental Accounting Standards Board (GASB) for capital assets.
      2) All equipment with an acquisition cost of $500 or more that was purchased with Women, Infants and Children (WIC) Program Funds prior to January 1, 2018 will be inventoried with the DCFW Community Nutrition Services Section. The LHD is responsible for assigning a fixed asset number and applying a fixed asset tag to equipment purchased by the LHD, using WIC funds, after January 1, 2018. Within 60 days of the purchase, the LHD will provide to the DCFW Community Nutrition Services Section a written report of the purchase, including a description of the item purchased, serial number, fixed asset tag number, and a copy of the bill of sale.

   b. For Prior Approval Purposes:
      1) Unless a more restrictive requirement applies in an Agreement Addendum, all equipment purchased or leased with an acquisition cost exceeding $2,500, where there is an option to

purchase with State/federal funds, the purchase or lease must receive prior written approval from the appropriate Section and Branch within DCFW or DPH. [See Subparagraph 2 below for WIC requirements.] For those purchased with DPH Public Health Preparedness and Response (PHP&R) Branch funds only, any purchase exceeding $2,500 per invoice shall be treated as a single purchase for prior approval purposes. [For example, on one invoice, the LHD purchases a computer, monitor, and printer totaling more than $2,500, or purchases six computers at $500 each.]

2) For WIC, all computer and medical equipment, whether purchased or leased, must receive prior written approval from the DCFW Community Nutrition Services Section regardless of cost. All other tangible assets (non-computer/medical) with an acquisition cost exceeding $500 must receive prior approval. Computer accessories, such as keyboards and monitors, do not require approval.

c. For Accounting Purposes

1) LHD must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of $5,000 or greater. The accumulated depreciation shall be recorded in the general fixed assets account group.

2. Prior approval required for purchases other than equipment:

a. For DPH PHP&R Branch funds, purchases for meals and refreshments must receive prior written approval from the DPH PHP&R Branch.

b. The use of Medicaid fees generated by maternal and child health programs for capital improvements requires prior written approval from the State Title V Director; the State Title V Director will secure proper programmatic approval as applicable.

c. For other prior approval requirements, see individual Agreement Addenda.

IV. FISCAL CONTROL

A. LHD shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.

1. LHD shall maintain a purchasing and procurement system in accordance with generally accepted accounting principles and procedures set forth by the Local Government Commission.[8]

B. LHD shall execute written agreements with all parties who invoice LHD for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.

C. **When subcontracting**, LHD must meet the following requirements:

1. LHD is not relieved of the duties and responsibilities provided in this Consolidated Agreement and Agreement Addenda.

2. LHD will not enter into a financial assistance agreement with any entity on the current North Carolina Office of State Budget and Management (OSBM) Suspension of Funding List (SOFL) and shall withhold funds not yet disbursed until the entity has been removed from the SOFL. Updated SOFLs are released weekly and are available on the OSBM website.[9]

[8] https://www.nctreasurer.com/divisions/state-and-local-government-finance-division/local-government-commission
[9] https://www.osbm.nc.gov/stewardship-services/grants-management/suspension-funding-memos

3. LHD shall require its subcontractor to agree to abide by the standards set out in this Consolidated Agreement and relevant Agreement Addenda or to provide such information as to allow LHD to comply with these standards.

4. LHD shall subject its subcontractor to all conditions of this Consolidated Agreement and of any subsequent Agreement Addenda for which they perform work on behalf of LHD.

5. LHD shall require its subcontractor to allow DCFW and/or DPH and federal authorized representatives' access to any records pertinent to its role as a subcontractor of LHD.

6. Upon request, LHD will make available to DCFW and/or DPH a copy of subcontracts supported with State or federal funds.

D. LHD must receive prior written approval from the DCFW Director and/or the DPH Deputy Director to subcontract when either of the following conditions exist:

1. LHD proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Consolidated Agreement;

2. LHD proposes to subcontract 50 percent or more, or $50,000, whichever is greater, of the total State and federal funds made available through this Consolidated Agreement or any Agreement Addendum.

E. LHD must receive prior written approval from the Program Contact listed on the applicable DCFW or DPH Agreement Addendum to subcontract when either of the following conditions exist:

1. LHD proposes to subcontract for any of the services in the Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program).

2. LHD provides financial assistance of any funding amount with a contract to a subrecipient who will carry out the LHD's programmatic responsibilities within the Agreement Addendum, regardless of funding source.

F. Definitions for Subrecipient and Vendor:

1. Subrecipient: The federal government defines a subrecipient as a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal [or State] program.[10] It does not include an individual who is a beneficiary of such program (e.g., a client) or a vendor that provides administrative services (e.g., accountant, staffing) or products (e.g., software, assessment) to the program.

   A subrecipient receives financial assistance to provide core programmatic services and is responsible for how the programmatic work is done, programmatic and financial reporting, and abiding by the award terms and conditions.

2. Subrecipient relationship: A subrecipient relationship exists when the LHD issues its own subaward for financial assistance via a contract with an entity, through which the entity becomes responsible for the programmatic work, reporting, and award terms and conditions in the same way the LHD is responsible. LHD is responsible for monitoring its subrecipients in the same way DCFW and DPH monitor the LHD. (See Section XI. "Compliance," paragraph B.)

3. Vendor: A vendor provides goods and/or services to the LHD via a purchase order or contract to pay for the purchased goods or services. A vendor has no responsibility beyond delivering the purchased goods or services; a vendor is not responsible for the programmatic work, reporting, or award

[10] https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.331

terms/conditions within the applicable Agreement Addendum. A vendor provides these goods or services as part of its regular business to any customer that orders from it or contracts with it.

G. LHD shall return by email a signed copy of all DCFW Funding Authorization documents to the DCFW Budget Office and a signed copy of all DPH Funding Authorization documents to the DPH Budget Office.

H. LHD shall retain a copy of all signed Funding Authorization documents, the files (paper or electronic) produced by the LHD to document its monthly expenditure requests made in the Aid-to-Counties Database (ATC), this signed Consolidated Agreement and subsequent Amendments, all signed Agreement Addenda, signed Agreement Addenda Revisions, and other financial records in accordance with the current Records Disposition Schedule for Local Health Departments issued by the North Carolina Department of Natural and Cultural Resources.[11]

I. **Audits/Monitoring:** The county or LHD shall have an annual audit performed in accordance with the Single Audit Act of 1984 (with amendment in 1996) and 2 C.F.R. Part 200. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county LHD) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the NCDHHS Internal Audit Office by LGC will be investigated and findings verified by the NCDHHS Controller's Office staff with assistance of DPH and/or DCFW Program Staff.

J. **Local Appropriations Budget:**

1. LHD shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Agreement Addendum in a manner consistent with instructions provided in funding-specific budgetary guidance from DCFW and DPH and the specific guidance from the respective programs.

2. LHD shall not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.1.(a) State funds for maternal and child health care/nonsupplanting.

3. LHD shall budget and expend all income earned by LHD for maternal and child health programs supported in whole or in part from State or federal funds, received from NCDHHS, to further the objectives of the program that generated the income, pursuant to N.C.G.S. § 130A-4.1.(b) State funds for maternal and child health care/nonsupplanting.

4. LHD shall not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.2. State funds for health promotion/nonsupplanting.

5. LHD shall complete and return to DPH the LHD Assurance of County Appropriations Maintenance (Nonsupplanting) (Attachment A) regarding its compliance with these requirements.

K. **Local Earned Revenues Budgeting and Reporting:** LHD shall observe the following conditions when budgeting and expending Local Earned Revenues:

1. Locally appropriated funds may not be withdrawn due to fee collection greater than projected in the budget or due to new grant funding except during the last two months of the fiscal year to allow the county to manage end of year budget close out.

[11] https://archives.ncdcr.gov/government/local-government-agencies/local-health-departments-schedule

2. Earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it unless otherwise noted in the respective Agreement Addenda.

   a. Revenue generated by a women's or children's health program may be budgeted and expended in any women's or children's health program, unless a specific Agreement Addendum has a more restrictive requirement.

3. LHD shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.

4. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 2 C.F.R. Part 200.

5. A local account shall be maintained for unexpended earned revenues (i.e., Title XIX fees, private insurance, or private pay [cash]). Accounts shall be maintained in sufficient detail to identify the program source generating the fees.

6. The amount of Title XIX fees budgeted and expended in FY 2024-2025 must equal or exceed the amount of Title XIX revenues earned during FY 2022-2023. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if LHD provides sufficient justification.

L. **Aid-to-Counties Database and Expenditure Reporting**:

1. LHD shall submit its actual State, federal, and local required match expenditures for all its program Activities to the NCDHHS Controller's Office via the Aid-to-Counties Database (ATC).

2. Specific ATC instructions and training will be provided by DPH LTATB to LHD.

3. Submission dates for these expenditures are published each December for the following calendar year by the NCDHHS Controller's Office and are found in its Aid-to-Counties Expenditure Control Schedule. This schedule allows LHD at least seven days to enter the pertinent month's expenditures into ATC. LHD must submit these monthly Expenditure Reports via ATC consecutively throughout the Consolidated Agreement period. Failure to meet the month's reporting deadline will result in the exclusion of those expenditures for that month.

4. The LHD's health director and finance officer will approve the monthly expenditures in ATC to certify them. Certification here indicates that the total State and federal expenditures reported by the LHD, as well as the local required match expenditures, are valid for the pertinent month's actual expenditures. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services provided during one month in the following month.

   Once the LHD has certified the month's expenditures in ATC, ATC will alert the NCDHHS Controller's Office staff that expenditures have been approved and certified, and are ready to be paid.

5. May is the last service month to be paid in the SFY, with the final expenditure reporting submitted, certified, and paid in June. (Services provided in June are reported in July and will be paid out of the next SFY.)

6. When Agreement Addenda are supported by federal funding or grants that do not coincide with the SFY, care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for each grant. Expenditures of federal funds must be reported according to the funding period for a grant. For each grant, the Budgetary Estimate document and

the Funding Authorization document will have service and payment month dates listed. Failure to report expenditures after the payment period ends may result in non-payment.

7. LHD shall have the opportunity to amend its expenditure reporting in the month following discovery of the error. LHD must not wait to submit its adjustments as there must be sufficient time remaining for verification of the adjustments before the last payment in the SFY.
   a. In accordance with Subparagraph 6 above, LHD must ensure that its reporting adjustments against federal funds are received in time to be paid within the grant's payment period. Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid, unless an exception is approved by the DCFW Budget Office or the DPH Budget Office, as appropriate.
   b. Any overpayments identified by either the State or LHD will be adjusted out of the next month's claim for reimbursement by the NCDHHS Controller's Office or by submitting a check to NCDHHS for payment if it is the last month of the fiscal year or if the federal grant is closed. There is no provision to carry forward funds from one SFY to another.
8. LHD shall review its prior reimbursement claims against payments monthly.

V. PERSONNEL POLICIES

A. LHD shall adhere to and fully comply with State and county personnel policies, as applicable.

B. Environmental Health Specialists employed by the LHD shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to N.C.G.S. § 130A-4 Administration. This delegation shall be done according to 15A NCAC 01O .0101 Scope of Delegated Authority.
   1. LHD is responsible for sending its newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.
   2. Arrangements for centralized intern training for newly employed environmental health specialists will be handled by DPH Environmental Health Section Education and Training Staff.
   3. LHD, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by LHD. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.

C. LHD shall comply with 10A NCAC 46 .0301 Minimum Standard Health Department: Staffing and 10A NCAC 46 .0302 Medical Consultants.

D. LHD shall complete the State Certifications (Attachment D) regarding its compliance with E-Verify, its eligibility status as a contractor, and that its officers have not violated any State or federal Securities Acts.

VI. CONFIDENTIALITY

A. LHD shall protect the confidentiality of all information, data, instruments, documents, studies, or reports received under this Consolidated Agreement and/or Agreement Addenda in accordance with the standards of the State of North Carolina and NCDHHS privacy and security policies,[12] applicable local

[12] https://policies.ncdhhs.gov/departmental/policies-manuals/section-viii-privacy-and-security/manuals

laws, State regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Part 160 and subparts A and E of Part 164, Security Standards at 45 C.F.R. Parts 160, 162, and subparts A and C of Part 164 ("the Security Rule"), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH).

B. All information obtained by LHD personnel in connection with the provision of services or other activity under this Consolidated Agreement and/or Agreement Addenda shall be confidential, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda. Information may be disclosed in accordance with North Carolina and federal law, which may include in summary, statistical, or other form that does not directly or indirectly identify particular individuals. Otherwise, information shall not be disclosed or made available to any individual or organization without the prior written consent of the client or responsible person, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda.

C. LHD employees, contractors, volunteers, students, and those acting on LHD's behalf and authority must sign confidentiality agreements documenting knowledge of confidentiality requirements and the agreement to maintain personal and medical confidentiality.

VII. CIVIL RIGHTS

A. LHD shall assure that no person, on the grounds of race, color, age, religion, sex (including pregnancy, gender identity, and sexual orientation), marital status, immigration status, national origin, disability, or genetic information (including family medical history) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Consolidated Agreement and/or Agreement Addenda.

B. The Americans with Disabilities Act of 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. LHD certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Consolidated Agreement and Agreement Addenda.

C. As required by Title VI of the Civil Rights Act of 1964, LHD, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by LHD.

VIII. DISBURSEMENT OF FUNDS

A. DCFW and/or DPH, as applicable, shall disburse funds to LHD on a monthly basis; monthly disbursements for each program Activity will be based on monthly expenditures reported.

B. Total payment by program Activity is limited to the total amount listed on the Funding Authorization document and any Funding Authorization revision documents received after the initial notification.

C. Final payments for the State Fiscal Year will be made based on the final monthly expenditure reporting, which is due as delineated per the NCDHHS Controller's Office's Aid-to-Counties Payment Schedule.

IX. AMENDMENT OF AGREEMENT

Amendments, modifications, or waivers of this Consolidated Agreement may be made at any time by mutual written consent of all parties, signed by appropriate representatives of the parties. This Consolidated Agreement may not be amended orally or by performance.

X. PROVISION OF TERMINATION

A. Any party may terminate this Consolidated Agreement or any Agreement Addendum for reasons other than non-compliance upon 60 days written notice from the terminating party to the other parties. If termination occurs, LHD shall receive payment only for allowable expenditures, up to and including the date of termination. Termination for reasons of non-compliance shall be handled in accordance with Section XI. Compliance.

B. In the event of termination of this Consolidated Agreement or any associated Agreement Addendum, DCFW and/or DPH may withhold payment to LHD until it can be determined whether LHD is entitled to further payment or whether DCFW and/or DPH is entitled to a refund.

XI. COMPLIANCE

A. DCFW and/or DPH shall respond to non-compliance with all terms of this Consolidated Agreement or any Agreement Addendum, unless otherwise stated in the respective Agreement Addendum or required by law, as follows:

1. Upon determination of non-compliance, DCFW and/or DPH shall give LHD 60 days prior written notice to come into compliance. If the deficiency is corrected, LHD shall submit a written report to DCFW and/or DPH that sets forth the corrective action taken.

2. If the stated deficiency is not corrected to the satisfaction of DCFW and/or DPH after the 60-day period, disbursement of funds may be temporarily suspended pending negotiation of a plan of corrective action.

3. If the deficiency is not corrected to the satisfaction of DCFW and/or DPH within 90 days of the written notice in Subparagraph 1. above, funds may be suspended unless LHD can provide evidence that the deficiency has been corrected within those 90 days.

4. In the event of LHD's non-compliance with clauses of this Consolidated Agreement or any Agreement Addenda, NCDHHS may cancel, terminate, or suspend this Consolidated Agreement and any Agreement Addenda in whole or in part, and LHD may be declared ineligible for further DCFW and/or DPH contracts or agreements. Such terminations for non-compliance shall not occur until the provisions of Subparagraphs 1., 2., and 3. above have been followed and documented and have failed to correct the deficiency.

B. **Monitoring** – "Uniform Guidance" or "Omni-Circular" 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F Audit Requirements requires that pass-through entities monitor the activities of its subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provision of contracts or grant agreements and that performance goals are achieved.

North Carolina establishes related monitoring requirements for State funds received by subrecipients in N.C.G.S. § 143C-6-23 State grant funds: administration; oversight and reporting requirements. Also, DCFW and DPH must perform monitoring as required in the current NCDHHS Policy and Procedure Manual and the current DPH Subrecipient Monitoring Plan.

Additionally, LHD is required under 2 C.F.R., Part 200 Subpart F, N.C.G.S. § 143C-6-23, and N.C.G.S. § 159-34 Annual independent audit; rules and regulations, to perform monitoring of its subrecipients and to maintain records to support such monitoring activities and results. Accordingly, LHD shall participate fully in monitoring by DCFW and DPH and shall appropriately monitor its subrecipients to the extent necessary based on the assessed level of risk.

In witness whereof, **LHD**, **DCFW**, and **DPH** have executed this Consolidated Agreement.

Duplin County Health Department

Health or Human Services Director — Date: 2.15.2024

Finance Officer — Date: 2/15/2024

County Official (when locally required) — Date: 3/4/2024

North Carolina Department of Health and Human Services, Division of Public Health

Division Director — Date

North Carolina Department of Health and Human Services, Division of Child and Family Well-Being

Division Director — Date

ATTACHMENT A
LHD ASSURANCE OF COUNTY APPROPRIATIONS MAINTENANCE (NONSUPPLANTING)

The LHD assures compliance with the following North Carolina General Statutes:

§ 130A-4.1. State funds for maternal and child health care/nonsupplanting.

(a) NCDHHS shall ensure that local health departments do not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose.

(b) All income earned by local health departments for maternal and child health programs supported in whole or in part from State or federal funds, received from NCDHHS, shall be budgeted and expended by local health departments to further the objectives of the program that generated the income. (1991, c. 689, s. 170; 1997-443, s. 11A.57.)

§ 130A-4.2. State funds for health promotion/nonsupplanting.

NCDHHS shall ensure that local health departments do not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose. (1991, c. 689, s. 171; 1997-443, s. 11A.58.)

Acting officially in an authorized capacity on behalf of the LHD and with an understanding of the LHD's responsibilities under this Assurance, I assure the nonsupplantation of county appropriations as specified above.

All information provided with this Assurance is up-to-date and accurate. I am aware that false statements could be cause for invalidating this Assurance and may lead to other administrative or legal action.

Duplin County Health Department

Stacey Sumner-Kearney — 2.15.2024
Health or Human Services Director — Date

Hana Mahn — 2/15/2024
Finance Officer — Date

Keith B Earl — 3/4/2024
County Official — Date

(Attachment A to the Consolidated Agreement requires the County Official signature if it was included on the Consolidated Agreement.)

ATTACHMENT B
BUSINESS ASSOCIATE AGREEMENT ADDENDUM TO THE CONSOLIDATED AGREEMENT

This Business Associate Agreement (the "Agreement") is made effective June 1, 2024, by and between **Duplin County Health Department** ("Covered Entity") and the **North Carolina Department of Health and Human Services, Division of Public Health and** the **North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (collectively, the "Business Associate"), (the Covered Entity and the Business Associate collectively, the "Parties").

1. BACKGROUND

a. Covered Entity and Business Associate are parties to the "FY 2025 Consolidated Agreement" (the "Consolidated Agreement"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

b. Covered Entity is an LHD in the State of North Carolina that has been designated in whole or in part by as a "covered entity" for purposes of the HIPAA Privacy Rule.

c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.

d. The Parties enter into this Business Associate Agreement Addendum to the Consolidated Agreement with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate and may allow a business associate to create or receive protected heath information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

a. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.

b. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

c. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and applicable parts of Part 164.

e. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

f. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

g. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.

h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.

e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.

g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.

h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

4. PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Consolidated Agreement permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Consolidated Agreement, provided that such use or disclosure:

   1) would not violate the Privacy Rule if done by Covered Entity; or

   2) would not violate the minimum necessary policies and procedures of the Covered Entity.

b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:

   1) the disclosures are Required By Law; or

   2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Consolidated Agreement or other applicable law or agreements.

5. TERM AND TERMINATION

a. **Term**. This Agreement shall be effective as of the effective date stated above and shall terminate when the Consolidated Agreement terminates.

b. **Termination for Cause**. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination**.

1) Except as provided in paragraph (2) of this section or in the Consolidated Agreement or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the Consolidated Agreement.

b. Except as provided in this Agreement, all terms and conditions of the Consolidated Agreement shall remain in force and shall apply to this Agreement as if set forth fully herein.

c. In the event of a conflict in terms between this Agreement and the Consolidated Agreement, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Consolidated Agreement terms shall prevail so long as they are in accordance with the Privacy Rule.

d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Consolidated Agreement for cause.

Duplin County Health Department

Health or Human Services Director — Date: 2.15.2024

North Carolina Department of Health and Human Services, Division of Public Health

Division Director — Date

North Carolina Department of Health and Human Services, Division of Child and Family Well-Being

Division Director — Date

ATTACHMENT C
FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary--Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]

   ☐ He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action;

   OR

   ☑ He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature	Title	Date
Haley Summit Kanyay	Health Director	2.15.2024

Duplin County Health Department
Contractor [Organization] Legal Name

[This Certification must be signed by a representative of the Contractor who is authorized to sign contracts.]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. **The Contractor certifies** that it will provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing a drug-free awareness program to inform employees about:
      (1) The dangers of drug abuse in the workplace;
      (2) The Contractor's policy of maintaining a drug-free workplace;
      (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
      (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
      (1) Abide by the terms of the statement; and
      (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
   e. **Notifying the LHD within ten days after receiving notice under subparagraph (d)(2) from an employee or** otherwise receiving actual notice of such conviction;
   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
      (1) taking appropriate personnel action against such an employee, up to and including termination; or
      (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

   Street Address No. 1: 340 Seminary Street

   City, State, Zip Code: Kenansville NC 28349

   Street Address No. 2: _____

   City, State, Zip Code: _____
3. Contractor will inform the LHD of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if

the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the LHD or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 C.F.R. Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the LHD or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the LHD or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

a. **The prospective lower tier participant certifies,** by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Disclosure of Lobbying Activities
(Approved by OMB 0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date of Last Report:_____

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, (if known) Congressional District (if known)	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known)
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) : $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ € actual € planned	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

ATTACHMENT D
STATE CERTIFICATIONS

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☑ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: **Duplin County Health Department**

Contractor's Authorized Agent: Signature Tracey Simmons-Kornegay Date 2.15.2024

Printed Name Tracey Simmons-Kornegay Title Health Director

Witness: Signature Billie Jo Dunn Date 2/15/24

Printed Name Billie Jo Dunn Title Accounting Technician

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

209 SEMINARY ST / PO BOX 950
KENANSVILLE NC 28349

DUPLIN COUNTY

ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:
   Name: Abigail Borja santibanez
   Address: 292 Gold Pond Rd
   City/State/Zip: Magnolia NC 28453
   Telephone: Work: 910 282-7813 Home: _____

2. MAIL DETERMINATON TO (If different than applicant information):
   Name: Abigail Borja Santibanez
   Address: 292 Gold Pond Rd
   City/State/Zip: Magnolia NC 28453

3. ROAD LOCATION: Township Magnolia Range _____
   DESCRIPTION: lane @ 3100 Block S NC 903 Magnolia

4. PARCEL TAX-ID: _____

5. PROPOSED ROAD NAME: Ava Rosé LN
   BACKUP NAME 1: Alfredo Ramirez LN
   BACKUP NAME 2: Matteo Ramirez LN
   (NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD AS LISTED BY DUPLIN TAX OFFICE:

PACEL NUMBER:	PARCEL OWNER NAME PRINT AND SIGNATURE
121049	Borja Santibanez
121049	Marlolores Ramirez Sandoval

The applicant hereby certifies that the signatures on this petition constitute the required amount of the landowners accessing or adjoining the road to be named by this petition.

Applicant's Signature: Borja Santibanez

Fire Department Approval:

Signature: _____

Print or type name: Luis Arellano, Chief

Department Name: Magnolia Fire Department

Date: 2/15/24

USPS Approval:

Signature: _____

Print or type name: Janet L Evers

Department Name: USPS - Postmaster

Date: 2/14/24

I, JOHNNY J. WILLIAMS, PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS MAP WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION COMPLETED ON SEE NOTE 6 FROM REFERENCES AS SHOWN HEREON; THAT BOUNDARIES NOT SURVEYED ARE NOTED AS SUCH AND PLOTTED FROM REFERENCES AS SHOWN HEREON.

THE GPS PORTION OF THIS SURVEY WAS PERFORMED AS FOLLOWS: CLASS OF SURVEY – A; DATES OF SURVEY – SEE NOTE 6; POSITIONAL ACCURACY – 0.09'; TYPE OF GPS FIELD PROCEDURE – RTK; DATUM/EPOCH – NAD83(2011); PUBLISHED/FIXED CONTROL USE – N.C. VRS NETWORK; GEOID MODEL – 2018; UNITS – US SURVEY FEET; COMBINED GRID FACTOR – 0.999891869

THE CONVENTIONAL PORTION OF THIS SURVEY HAS A RATIO OF PRECISION IN EXCESS OF 1:10,000 AND IS ALSO PERFORMED TO A CLASS A SURVEY AS DEFINED BY TITLE 21, CHAPTER 56, SECTION .1803 OF THE N.C. ADMINISTRATIVE CODE; AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 20th DAY OF SEPTEMBER, 20 23

JOHNNY J. WILLIAMS, P.L.S., L-3170

NORTH CAROLINA PROFESSIONAL SEAL L-3170 LAND SURVEYOR JOHNNY J. WILLIAMS

I, JOHNNY J. WILLIAMS, PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF THE COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND. REFERENCE: NCGS 47-30(f)(11)(a).

09/20/2023

JOHNNY J. WILLIAMS, P.L.S., L-3170

NORTH CAROLINA PROFESSIONAL SEAL L-3170 LAND SURVEYOR JOHNNY J. WILLIAMS

I (WE) HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE COUNTY OF DUPLIN AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT AND INSTALL AND CONSTRUCT ALL IMPROVEMENTS IN THIS SUBDIVISION IN COMPLIANCE WITH THE MINIMUM DESIGN REQUIREMENTS AS ESTABLISHED BY THIS ORDINANCE.

OWNER _____ DATE _____

THE PROPERTY SHOWN HEREON IS LOCATED WITHIN THE SUBDIVISION JURISDICTION OF DUPLIN COUNTY AND HAS BEEN FOUND TO COMPLY WITH SECTION 303 OF THE DUPLIN COUNTY SUBDIVISION ORDINANCE AND IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF DUPLIN COUNTY.

SUBDIVISION ADMINISTRATOR _____ DATE _____

DUPLIN COUNTY NORTH CAROLINA

I, _____, ONE OF THE REVIEW OFFICERS FOR DUPLIN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

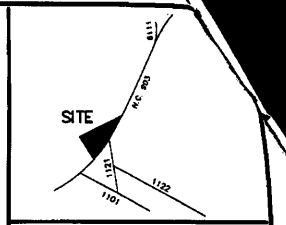
REVIEW OFFICER _____ DATE _____

DUPLIN COUNTY NORTH CAROLINA

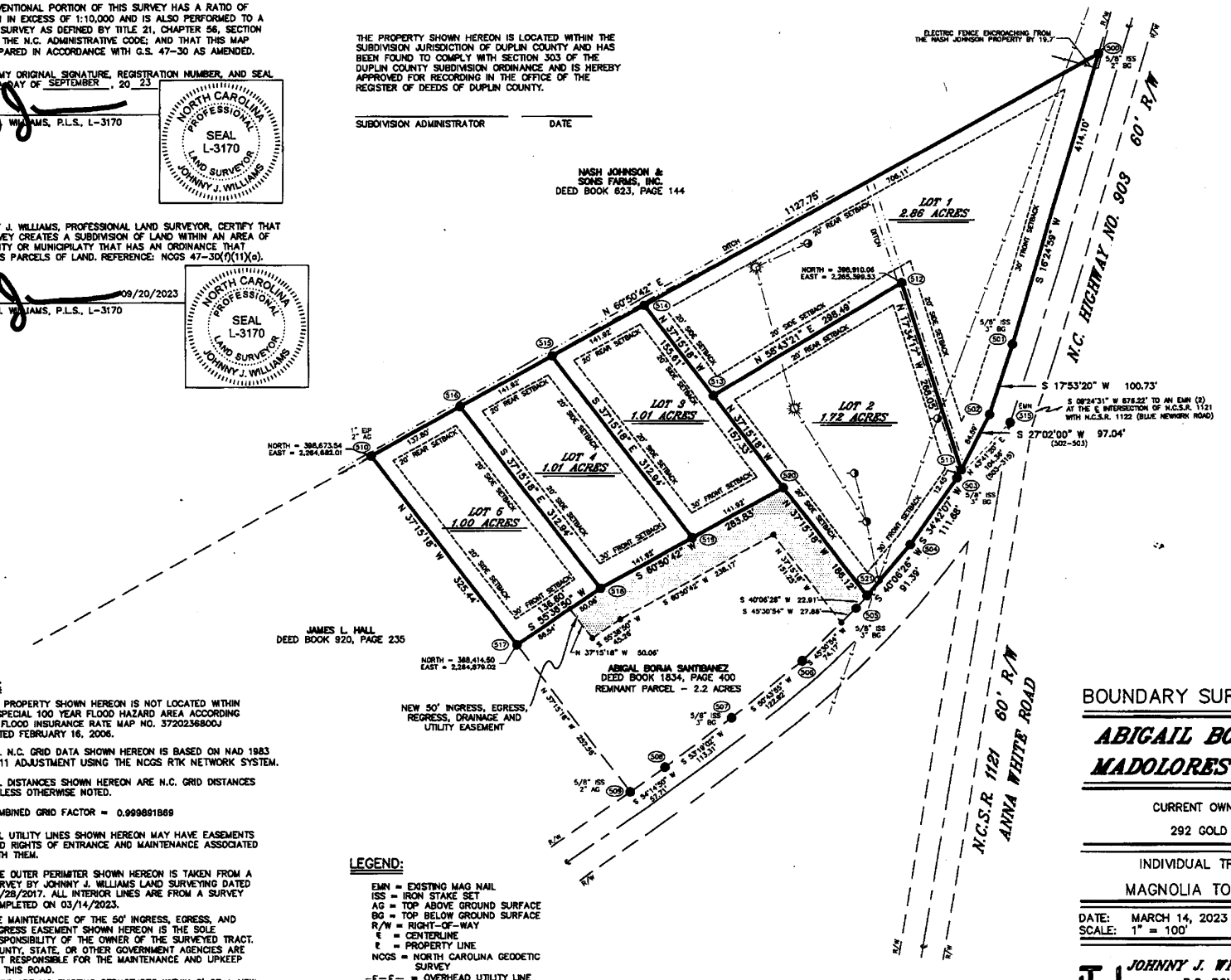
THIS MAP WAS FILED FOR REGISTRATION AT _____ O'CLOCK ___. M. ON THIS THE _____ DAY OF _____, 20____

REGISTERED IN MAP BOOK _____, PAGE _____

REGISTER OF DEEDS _____



VICINITY SKETCH
(NOT TO SCALE)



GRID TIES AND COORDINATES:

ISS NO. 503 – (CONTROL CORNER) NORTH = 398,643.432 EAST = 2,265,474.796

ISS NO. 509 – (CONTROL CORNER) NORTH = 398,213.477 EAST = 2,265,031.909

REFERENCES:

PORTION OF DEED BOOK 1834, PAGE 400

NOTES:

1) THE PROPERTY SHOWN HEREON IS NOT LOCATED WITHIN A SPECIAL 100 YEAR FLOOD HAZARD AREA ACCORDING TO FLOOD INSURANCE RATE MAP NO. 3720236800J DATED FEBRUARY 16, 2006.
2) ALL N.C. GRID DATA SHOWN HEREON IS BASED ON NAD 1983 2011 ADJUSTMENT USING THE NCGS RTK NETWORK SYSTEM.
3) ALL DISTANCES SHOWN HEREON ARE N.C. GRID DISTANCES UNLESS OTHERWISE NOTED.
4) COMBINED GRID FACTOR = 0.999891869
5) ALL UTILITY LINES SHOWN HEREON MAY HAVE EASEMENTS AND RIGHTS OF ENTRANCE AND MAINTENANCE ASSOCIATED WITH THEM.
6) THE OUTER PERIMETER SHOWN HEREON IS TAKEN FROM A SURVEY BY JOHNNY J. WILLIAMS LAND SURVEYING DATED 03/28/2017. ALL INTERIOR LINES ARE FROM A SURVEY COMPLETED ON 03/14/2023.
7) THE MAINTENANCE OF THE 50' INGRESS, EGRESS, AND REGRESS EASEMENT SHOWN HEREON IS THE SOLE RESPONSIBILITY OF THE OWNER OF THE SURVEYED TRACT. COUNTY, STATE, OR OTHER GOVERNMENT AGENCIES ARE NOT RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THIS ROAD.
8) THERE ARE NO EXISTING STRUCTURES WITHIN 5' OF A NEW SETBACK LINE. TWO HOMES ARE ON LOT 2 AND ONE HOME IS ON LOT 1

REVISED 09/20/2023 – ADDED NOTE 8 – JJW
REVISED 08/11/2023 – ADDED NOTE 7 AND OWNERSHIP CERTIFICATE – JJW

LEGEND:

EMN = EXISTING MAG NAIL
ISS = IRON STAKE SET
AG = TOP ABOVE GROUND SURFACE
BG = TOP BELOW GROUND SURFACE
R/W = RIGHT-OF-WAY
℄ = CENTERLINE
℄ = PROPERTY LINE
NCGS = NORTH CAROLINA GEODETIC SURVEY
-E-E- = OVERHEAD UTILITY LINE
-⊗ = UTILITY POLE
● = 5/8" ISS 2" BG UNLESS OTHERWISE LABELED

C-PROJECT: BORJA, ABIGAIL_0317 – NC903
FILE NAME: BORABI0223
TDS FILE: BORABI0317

BOUNDARY SURVEY FOR:

ABIGAIL BORJA SANTIBANEZ AND *MADOLORES RAMIREZ SANTACRUZ*

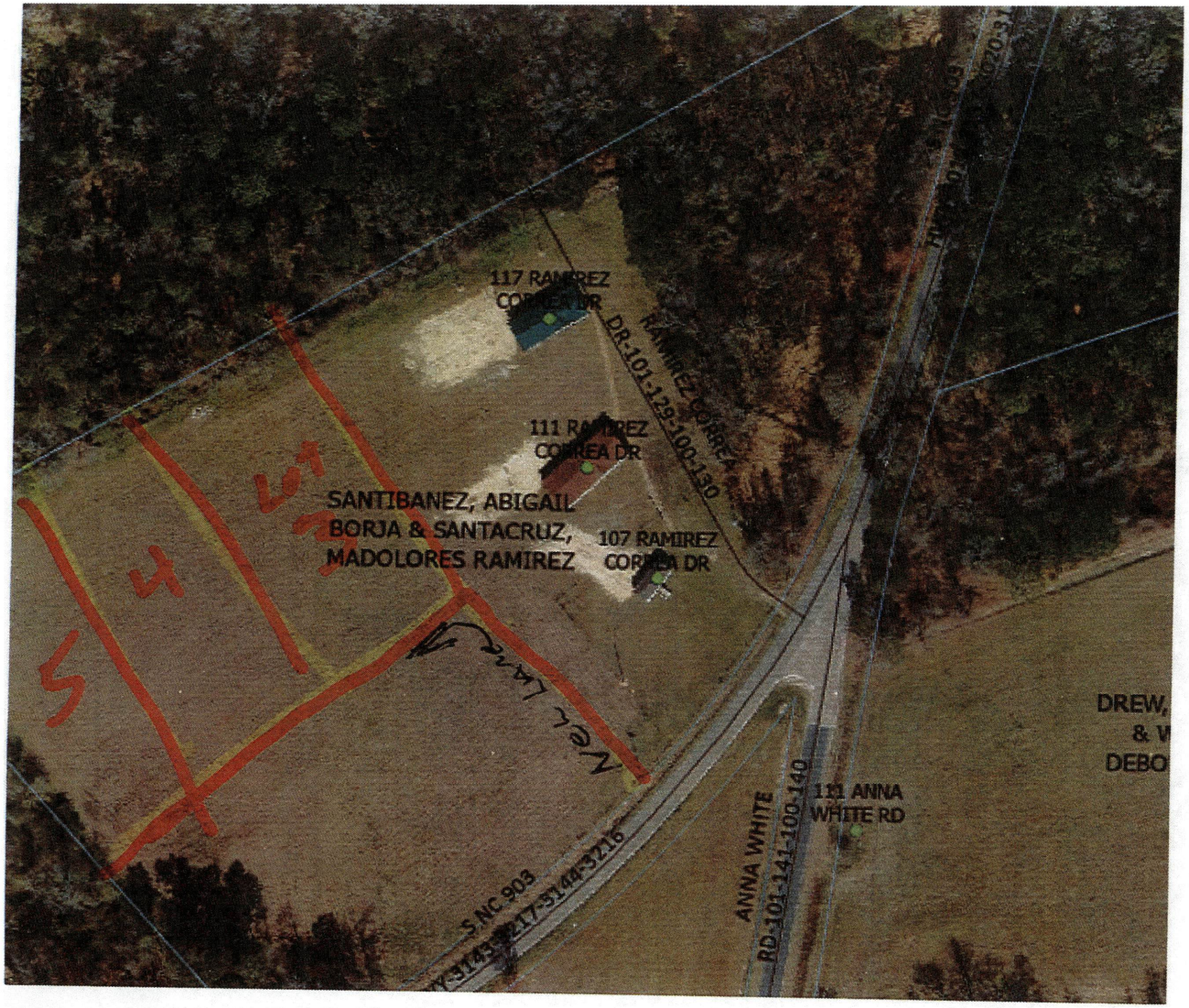
CURRENT OWNER: ABIGAIL BORJA SANTIBANEZ AND, MADOLORES RAMIREZ SANTACRUZ
292 GOLD POND ROAD, MAGNOLIA, NC 28453

INDIVIDUAL TRACT ON N.C. HIGHWAY NO. 903

MAGNOLIA TOWNSHIP, DUPLIN COUNTY, N.C.

DATE: MARCH 14, 2023
SCALE: 1" = 100'

JOHNNY J. WILLIAMS LAND SURVEYING, P.C.
P.O. BOX 778, BEULAVILLE, N.C. 28518
PHONE: 910-298-8272 FAX: 910-298-2310
EMAIL : JWILLIAMS@JWSURVEY.COM FIRM NO. C-2532


117 RAMIREZ CORREA DR
RAMIREZ CORREA DR-101-129-100-130
111 RAMIREZ CORREA DR
SANTIBANEZ, ABIGAIL BORJA & SANTACRUZ, MADOLORES RAMIREZ
107 RAMIREZ CORREA DR
54
54
New Lane
DREW, & W DEBO
111 ANNA WHITE RD
ANNA WHITE RD-101-141-100-140
S NC 903

Contract No.

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the 4th **day of the month of** March **, 2024** by and between **Duplin County,** the **Grantee** and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the 911 Board (together "the Parties") hereby agree to the following terms.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Duplin County

By: _____

Title: Duplin County Manager

Date: 03/04/2024

ATTEST: _____

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

By: _____

Director of Fiscal Operations

N.C. 911 Board

By: _____

Title: _____

Date: _____

WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407, 09 NCAC 06C .0400, and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to purchase portable radios for the Primary PSAP, and

WHEREAS the 911 Board allocated funds for the purposes identified in the Grant Application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:

a. Project: 2023 Portable Radio PSAP Grant.

b. Deobligation: the 911 Board's cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.

c. Executive Director: Executive Director of the 911 Board.

d. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.

e. Grantee: The unit of local government operating a Primary PSAP, as identified in the Grant Application, notwithstanding G.S.§143C-6-23(a)(3).

f. Grant Application: The Application submitted by the Grantee to request Grant Funds for the Project. The Application stated the model type and number of radios requested and the total amount of Grant Funds requested. The Grantee's Application is attached hereto as Exhibit C and incorporated herein.

g. Grant Funds: The amount stated in the Grant Application and authorized for award by the 911 Board.

h. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined G.S. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.

i. Interlocal agreement: Reserved.

j. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this Agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

k. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

l. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Scope of Project: To purchase portable radios for the Grantee's Primary PSAP. The Grant Funds shall only be used to pay for the portions of the project that are Ineligible Costs.

a. Grantee shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for paying for portions of the project that are Ineligible Costs. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee agrees it shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports in the timeframe and using the templates contained in Exhibits A and B of this Agreement.

c. Goals and objectives and terms for meeting the same include:

1. For the Grantee's Primary PSAP, purchase the number and type of portable radios identified in its Grant Application. The Grantee and its Primary PSAP agrees it will only use the Grant Funds to purchase the portable radios selected by the Grantee's Primary PSAP on the Grant Application. The Grantee and Grantee's Primary PSAP understand and agree that they cannot use the Grant Funds for any other purpose or purchase, including selecting a different type of portable radio that was available but not selected by the Grantee in the attached Grant Application.

2. For each Board-approved seat denoted on the grant application, the Grantee's Primary PSAP will use grant funds to contract with a vendor to purchase the following:

a. 1 portable radio (including two batteries);
b. 2 chargers; one for the primary PSAP and backup PSAP;
c. Programming per radio cost, ARS Encryption, and Code Plug;

d. Training for PSAP staff on use of the new portable radios; and
e. Maintenance for each portable radio for the first 12 months, which will be included in the contract for sale.

3. All portable radios purchased by Grantee under this Agreement shall contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the Grantee deems appropriate to its jurisdiction.

4. Once activated on the VIPER system, the Grantee's Primary PSAP will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall become an addendum to this executed Grant Agreement. The submission will be required prior to any reimbursement by the Board.

5. The Grantee's Primary PSAP will keep each portable radio purchased using Grant Funds on the dispatch floor at a console exclusively for use by telecommunicators. The portable radios will not be kept elsewhere within the Primary PSAP, including supervisor offices. The radios will remain solely at the Primary PSAP and may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.

6. The radios will be maintained exclusively for the Grantee's Primary PSAP use. Neither the Grantee nor the Grantee's Primary PSAP will share, gift, loan, or otherwise allow the use of any of the portable radios purchased under this Grant Agreement using Grant Funds by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.

7. The Grantee agrees that it will maintain the radios exclusively for Grantee's Primary PSAP use for at least thirty-six (36) months. The Grantee and Grantee's Primary PSAP agree they will not resell, transfer, gift, or in any other manner convey the portable radios to any other entity. If the Grantee does not retain the radios on the Primary PSAP premises in accord with the terms of this Grant Agreement for at least 36 months, Grantee agrees it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.

8. Increase operability with surrounding emergency response resources and increase redundancy and security.

9. Adhere to rules for PSAP facilities and equipment within 09 NCAC 06C .0200, and for the use of Grant Funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.

10. Coordinate technology purchases to facilitate the use of the State NG911 system, including GIS call routing.

11. Conduct thorough system(s) testing before acceptance.

d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.

e. Reserved.

f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.

h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in the Project.

a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.

b. Any work referred to in Subsection 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.

c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.

d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.

e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.

4. Consolidation. Reserved.

5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 30 June 2025 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Section 14; or amended by

written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time. **However, both parties agree that if the Grantee fails to place its order for the portable radios with its vendor by February 5, 2025, no extension of this Agreement will occur.**

6. Project Schedule. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

a. The Project is planned to be completed in three (3) phases, with the entire project completed in approximately fifteen (15) months: 1) procurement and planning; 2) delivery, programming, and testing; and 3) training, final testing, and acceptance. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Subsection 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.

b. Project timelines and milestones identified in the Grant Application are incorporated herein by reference.

c. The PSAP will continue to operate during the Project; therefore, there will be no disruption to 911 call taking and emergency dispatching services.

d. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

7. Delivery of Grant Funds. The total Grant Funds equal the amount stated in the Grant Application contained in Exhibit C of this Agreement. Grant Funds shall be held by the 911 Board and delivered as follows:

a. Funds shall be released to Grantee to reimburse the Grantee for its purchase after receiving copies of Grantee's contracts, purchase orders, and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. The Grantee shall ensure that all payments are reconciled to an applicable vendor quote to show the eligible and ineligible amounts awarded and the specific funding stream, and in sufficient detail to show the expenses in the invoice are defined to show they were part of the grant award and that the task in the milestone was completed. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or delivery of reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Grant Funds may not be used for any type of bond, monies due upon contract execution, or any type of speculative downpayment for the project. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the Rules and policies of the 911 Board. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and accepted by the Executive Director.

c. As stated in Subsection 2(c)(4) of this Grant Agreement, once activated on the VIPER system, the Grantee will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall be sent as a pdf file to the PSAP's assigned Regional Coordinator and shall become an addendum to this executed Grant Agreement. The Grantee agrees that it must submit the activation request form and until it does so, it shall not be reimbursed by the Board.

d. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that Vendor following performance of services or delivery of purchases. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).

e. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

f. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*

g. In the event Grantee breaches any of the covenants or agreements contained in this Section, or any of the representations and warranties of Sections 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this Agreement to return Grant Funds and to refund sums apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of Grant Funds to the Board.

h. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

i. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.

j. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant Funds it has received to the Board.

k. Any costs associated with completing the project that are not eligible for reimbursement through Grant Funds, as set forth in the Grant Application, must be paid through Grantee's general funds. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant Application.

8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at http://www.osbm.state.nc.us. Original receipts for such expenses shall be retained by Grantee.

9. Independent Status of Grantee.

a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.

b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.

10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose, and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Grant Funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or

b. If the Grantee does not complete the project by the end of the Term of the Agreement, set forth in Section 5 of this Agreement.

If Grant Funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant Funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant Funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.

c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.

d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.* and Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules and Regulations as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt, Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The Grantee agrees it will repay Grant Funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Section 28 below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

e. Grantee recognizes that Grant Funds are State Funds, and the expenditure of State Funds deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for

this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant Funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant Funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in G.S. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under Rule .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended Grant Funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant Funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant Funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified, or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement. Grantee agrees that the funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with G.S. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of G.S. § 14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.

d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.

e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,

f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.

b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's Grant Application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay. The parties agree that Grantee failing to place an order for the portable radios by February 5, 2025, does not constitute excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to

submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,

b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,

c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq*. is relevant or material to the matter to be resolved,

d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Section 28 below following the agreement to mediate,

e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and

f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.

b. If the 911 Board finds that Grantee has used Grant Funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with any of the requirements of this Agreement, including reporting requirements.

c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.

d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.

e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents

and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, Grant Application, and lastly by other subordinate documents in reverse order to their adoption.

f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. Personnel. Grantee represents that is has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant Funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of G.S. Chapter 64, Article 2.

25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

a. That the Proprietary Information is protected as permitted by applicable law,

b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and

c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL.**" By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party's confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: by email, which the parties agree is the preferred method for delivery, or when deposited in the United States mails, first class, postage prepaid and properly addressed, as follows:

If to the 911 Board:

Attn: L. V. Pokey Harris, Executive Director
N.C. 911 Board
P.O. Box 17209
Raleigh, NC 27609

Ph: 919-754-6621
E-Mail: pokey.harris@nc.gov

If to Grantee:

The PSAP Contact listed on the Grant Application, which is attached as Exhibit C. If the Contact changes, the Grantee must

notify the Board of the updated information by contacting the PSAP's assigned Regional Coordinator

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. **This Agreement will expire and Grant Funds will be deobligated if the Agreement is not signed and returned to the 911 Board for countersignature no later than the date specified in the grant electronic mail correspondence in which it was sent to Grantee.**

Exhibit A

Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed or incorporated herein.
4. Interim Reports
    a. The Grantee shall submit one copy of the interim report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator on or before 1 February 2025, using the attached template in Exhibit B.
5. Final Project Report
    a. The Grantee shall submit one copy of the final project report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period using the attached template in Exhibit B.
    b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the Grant Application were met. The final report shall be submitted within 45 days after the end of the project period, and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.
    c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).

Exhibit B
Interim and Final Grant Report Templates

- Use the Template language for both reports.
- Both reports must be submitted on the local government's letterhead with the date of submission.
- Both reports must be signed by each of the following: 1) the PSAP manager; 2) the locality's Finance Manager; and 3) the County or City Manager.

1. **The Interim Report** shall be submitted no later than February 1, 2025.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The portable radios contain the VIPER Statewide required template, as defined in the State Interoperability Executive Committee's SOG.

Once activated on the VIPER system, we will submit a completed copy of the subscriber unit activation request form as a pdf to the PSAP's assigned Regional Coordinator. *If the PSAP has already submitted the information, use this alternative language:* The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

Only applicable if the PSAP has not yet placed its radio order: The PSAP understands that failing to place its order for radios by February 5, 2025 means that it is not entitled to an extension pursuant to Section 5 of this Grant Agreement. Therefore, the PSAP understands that if it has not met the full extent of its obligations under this Grant Agreement, it will not be reimbursed by the Board and will have to pay for any purchases made in an attempt to fulfil its obligations under Grant Agreement with general funds.

2. **The Final Report** shall be submitted within 45 days of completing the project.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The radios and chargers were delivered {date}. Upon delivery, the programming, ARS Encryption, and code plug were installed.

Staff was trained by the vendor on {date(s)}.

The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

The project is now complete. Final invoices were submitted on {date} or with this final report.

Exhibit C
Grant Application

Grantee's Grant Application is attached hereto and is incorporated by reference.

2023 Portable Radio PSAP Grant Application

PSAP Name: Duplin County Communications

PSAP Contact Name: Chris Vernon

PSAP Contact Email: chris.vernon@duplincountync.com

PSAP Contact Phone Number: 910-372-9216

PSAP Address: 209 Seminary Street, Kenansville NC 28349

Date: 8/9/2023

Number of Board-approved seats: 6

*Please double click in the cell to open the table. Once complete, close out the table to transfer data. ***The number of radios requested cannot exceed the number of Board-approved seats in the Primary PSAP.*

Types of Radio Requested	Number of Radios	Per Radio Cost	Total funds requested
Motorola APX6000 700/800mhz	0	$5,846.15	$0.00
Motorola APX8000 700/800mhz/VHF/UHF Multiband	6	$8,330.89	$49,985.34
Tait TP9400 700/800mhz/VHF/UHF Multiband	0	$3,154.50	$0.00
Tait TP9600 700/800mhz/VHF/UHF Multiband	0	$3,627.75	$0.00
EF Johnson-Kenwood VP5000 700/800mhz	0	$2,756.66	$0.00
EF Johnson-Kenwood VP6000 700/800mhz	0	$3,603.71	$0.00
EF Johnson-Kenwood VP8000 700/800mhz/ VHF/UHF Multiband	0	$5,498.91	$0.00

By submitting this application, the above-named PSAP acknowledges and agrees to the following:

This grant opportunity is available only to Primary PSAPs.

The PSAP will make direct purchase of the desired radios from the PSAP's vendor of choice. The PSAP's locality will be reimbursed for the purchase.

The Primary PSAP will be required to enter into a grant agreement with the Board upon approval of the application. The grant agreement will give the PSAP approximately 14 months to purchase the radios and complete programming and staff training.

This grant opportunity will provide the following per approved seat:

- 1 portable radio (including two batteries)
- 2 chargers; one for the primary PSAP and backup PSAP
- Programming per radio cost, ARS Encryption, and Code Plug
- Training for PSAP staff on use of the new portable radios
- Maintenance for the first 12 months

The number of awarded radios will not exceed the number of Board-approved seats.

Each portable radio must be kept on the dispatch floor at a console in order to be available for use by telecommunicators. The portable radios will not be kept elsewhere within the PSAP, including supervisor offices.

The radios may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.

The radios will be maintained exclusively for the Primary's PSAP use. The PSAP will not share, gift, loan, or otherwise allow the use of any of the grant-awarded portable radios by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.

The PSAP understands that the radios may be checked during PSAP assessments or Board staff visits to ensure that all Board-awarded portable radios are on premises.

All portable radios purchased through this program must contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the PSAP deems appropriate to its jurisdiction.

Once activated on the VIPER system, each PSAP must submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form will become an addendum to the executed Grant Agreement. The submission of the pdf will be required prior to any reimbursement by the Board.

The PSAP must pay for anything related to the radios that exceed the amount approved by the Board.

After the first year, the PSAP will pay for all maintenance for the radios out of its general fund. The PSAP understands that the maintenance will not be ETSF eligible.

The PSAP agrees that it will keep the radios for at least 36 months. It will not resell them or give them away to any other entity. If the PSAP does not retain the radios on the PSAP premises for at least 36 months, it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.

The applicant PSAP must email this completed application form by 5 p.m. on Friday, September 29, 2023, to 911comments@its.nc.gov

Board Internal Use Only:

☒ Regional Coordinator reviewed for accuracy.

☒ Financial Review Specialist reviewed for accuracy.

☒ Executive Director reviewed for accuracy and forward to legal counsel for preparation of Grant Agreement.

RESOLUTION 2024-11

County of Duplin

Office of the County Commissioners

RESOLUTION PURSUANT TO NCGS § 132-7 ALLOWING THE REGISTER OF DEEDS TO REMOVE PROPERTY RECORD BOOKS FROM THE COURTHOUSE FOR PRESERVATION

WHEREAS, North Carolina General Statute 132-7 provides that Board of County Commissioners of any county may authorize that any county records in need of repair, restoration or rebinding be removed from the building or office in which such records are ordinarily kept, for the length of time required to repair, restore or rebind them, and;

WHEREAS, Duplin County Deed Book 28 is in desperate and direct need of repair, restoration and rebinding due to the age and years of constant handling and use, and;

WHEREAS, it is our obligation to maintain and preserve the historical documents contained in the Duplin County Registry to ensure for future generations that the people will have access to historical documents in their original form, and;

WHEREAS, Duplin County has entered into a contract with the Kofile Technologies of Greensboro, NC to deacidify, encapsulate, mend and rebind Duplin County Deed Book 28 as needed, and;

NOW, THEREFORE, BE IT RESOLVED, that the Duplin County Board of County Commissioners does hereby authorize and sanction Anita Marie Savage, Duplin County Register of Deeds to remove Duplin County Deed Book 28 from the Duplin County Registry located in the Duplin County Courthouse for the purposes of repair, restoration and rebinding of said book as needed by the Kofile Technologies of Greensboro, NC.

Adopted this the 4th day of March, 2024.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

ATTEST:

Jaime W. Carr
Clerk to the Board

02/14/2024

Honorable Anita Marie Savage
Duplin County Register of Deeds

Preservation
Record of Deeds 28

SUBMITTED BY:
Brian Spearman
Account Executive
Brian.spearman@kofile.com
704 560-2210

Kofile

6300 Cedar Springs Road, Dallas, TX 75235
p: 214.442.6668 | f: 214.442.6669
info@kofile.com | www.Kofile.com

Kofile

Anita Marie Savage
Duplin County NC Register of Deeds
118 Duplin Street
Kenansville, NC 28349

Dear Honorable Anita Marie Savage,

This proposal addresses Duplin County's historical records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include Note that prices for the inventory herein are good for 90 days from the date of this assessment.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete your modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis and each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC) and is an Awardee of a Library of Congress FEDLINK Preservation Services for Library & Archival Collections contract.

SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than ± .5.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the "book block" dimensions, with a 1¼" binding margin.
- Re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to 1/4" incremental capacities. This binder is available with four hubs, a

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gold-tooled spine, and is roller shelf-compatible. A volume may return split due to the added weight of the Mylar, depending on page count.
- A dedication/treatment report is included in each binder.

Lamination Removal

- Kofile conservators address the "Laminate" process to the fullest extent possible damage to underlying paper and inks in accordance with the AIC Code of Ethics and Guidelines Item 21. Conservators reverse the process and remove the laminate using a proprietary solvent solution. The possibility of removing the "Laminate" depends on careful testing at our conservation lab. In a small percentage of cases, the adhesive is resistant to the solvent solution and cannot be removed safely. Conservators will not attempt removal if the removal process will damage either the document's paper or ink. If conservators cannot remove the laminate safely, Kofile will contact the County directly to discuss alternatives.

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PROJECT PRICING

Without a signed agreement, prices are good for 90 days.

Duplin County PROJECT OVERVIEW		
RECORD SERIES	**CONDITION**	**LINE ITEM TOTAL**
Record of Deeds 28, pg. 1-430	Pages are cellulose acetate laminated.	$5,642.00
Record of Deeds 28, pg. 431-814	Pages are cellulose acetate laminated.	$5,390.00
	PROJECT TOTAL	**$11,032.00**

This proposal shall be governed by the terms of use found at www.kofile.com/termsandconditions/.

Payment Terms: payment upon completion and delivery.

CUSTOMER ACCEPTANCE

_____
Signature of Authorized Official

_____
Print Name of Authorized Official

_____
Title of Authorized Official

_____
Date

KOFILE ACCEPTANCE

_____
Signature of Authorized Official

_____
Print Name of Authorized Official

_____
Title of Authorized Official

_____
Date

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ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Duplin County is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Duplin County. This policy applies to any agreement, verbal or written, between Duplin County and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Duplin County. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, in-vitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Duplin County and to working together for the preservation and access of its public and historical assets.

Sincerely,

Brian Spearman
c: 704 560-2210
e: brian.spearman@kofile.com

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§ 132-7. Keeping records in safe places; copying or repairing; certified copies.

Insofar as possible, custodians of public records shall keep them in fireproof safes, vaults, or rooms fitted with noncombustible materials and in such arrangement as to be easily accessible for convenient use. All public records should be kept in the buildings in which they are ordinarily used. Record books should be copied or repaired, renovated or rebound if worn, mutilated, damaged or difficult to read. Whenever any State, county, or municipal records are in need of repair, restoration, or rebinding, the head of such State agency, department, board, or commission, the board of county commissioners of such county, or the governing body of such municipality may authorize that the records in need of repair, restoration, or rebinding be removed from the building or office in which such records are ordinarily kept, for the length of time required to repair, restore, or rebind them. Any public official who causes a record book to be copied shall attest it and shall certify on oath that it is an accurate copy of the original book. The copy shall then have the force of the original. (1935, c. 265, s. 7; 1951, c. 294.)

BA # _____

Duplin County
Budget Amendment

Department Title: Register of Deeds

Department Head's Signature: Anita Marie Savage

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

Requesting a total of $11,032.00 be transferred from the Register of Deeds AE&P Reserve Account (4181-41804) to the Register of Deeds AE&P Professional Services Account (4181-41990). The funds will be used to preserve (1) real property book: Deed Book 28

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4181-41804	AE&P Reserve Account	11,032.00	4181-41990	AE&P Professional Services	11,032.00
Total		11,032.00	Total		11,032.00

Finance Signature _____
Date Approved: _____

Manager Signature _____
Date Approved: _____

Commisioner Approval _____
Date Approved: _____

MEWBORN
& DESELMS
Attorneys at Law

March [__], 2024

Payoff Statement

RE: Carbon Cycle North Carolina LLC ("**C2NC**")

Reference is hereby made to:

1. that certain Promissory Note, dated August 6, 2021 (the "**Note**"), by C2NC in favor of Duplin County;

2. that certain Deed of Trust, dated as of August 6, 2021 (the "**Deed of Trust**"), by C2NC in favor of Duplin County, recorded in Book 1963, Page 567, Duplin County Registry;

3. that certain Security Agreement, dated as of August 6, 2021 (the "**Security Agreement**"), by and between C2NC and Duplin County;

4. that certain Loan Guaranty Agreement, dated as of August 6, 2021 ("**CR Guaranty**"), by Carolina Renewables, LLC in favor of Duplin County;

5. that certain Loan Guaranty Agreement, dated as of August 6, 2021 (the "**CRII Guaranty**"), by Carolina Renewables II, LLC in favor of Duplin County; and

6. that certain Loan Guaranty Agreement, dated as of August 6, 2021 (the "**Holdco Guaranty**"), by C2NC Holdings, LLC in favor of Duplin County.

Duplin County hereby acknowledges and confirms that the payoff owed on the above referenced Note and Deed of Trust is $[172,717.67] (the "**Payoff Amount**"), valid until [March 13, 2024] (the "**Payoff Date**"). Please remit payment to Duplin County using the following wire instructions:

First Bank
205 S Main St
Kenansville NC 28349
910-296-6400
Routing number is 053104568
Account number is 1200000907

On or before the Payoff Date, Duplin County shall deposit in escrow with C2NC a fully executed and notarized Satisfaction of Security Instrument by Secured Creditor for the Deed of Trust in the form attached hereto as Exhibit A.

Upon confirmation of receipt by Duplin County of the wire transfer for the Payoff Amount, Duplin County hereby (i) authorizes C2NC to release from escrow and to record and/or file such Satisfaction of Security Instrument by Secured Creditor and (ii) acknowledges and agrees that each of the Note, the Deed of Trust, the

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CRAIG DYE
cdye@mewbornlaw.biz

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sgriffin@mewbornlaw.biz

• • • • •

829 Gum Branch Road | Suite C
Jacksonville, NC 28540
P: 910.455.9755 | 800.509.8219
F: 910.346.3483 • **mewbornlaw.biz**

Security Agreement, the CR Guaranty, the CRII Guaranty and the Holdco Guaranty and the obligations of the parties thereto shall be satisfied and discharged and shall automatically terminate and have no further force and effect.

This payoff statement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

If any provision in this payoff statement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This payoff statement is to be governed and construed in accordance with the laws of the State of North Carolina.

Each of the undersigned have caused this payoff statement to be duly executed by their respective duly authorized representatives as of this ___ day of [March], 2024.

Duplin County
By:
Title:

Carbon Cycle North Carolina LLC
By:
Title:

Exhibit A

Satisfaction of Security Instrument by Secured Creditor for the Deed of Trust

[Attached]

MEWBORN & DESELMS
829 Gum Branch Road | Suite C | Jacksonville, NC 28540
P: 910.455.9755 | F: 910.346.3483 | mewbornlaw.biz

SATISFACTION OF SECURITY INSTRUMENT
BY SECURED CREDITOR
[N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7)]

[Note: This instrument should be indexed as a "Subsequent Instrument" pursuant to N.C.G.S. 161-14.1]

The undersigned is now the Secured Creditor in the Security Instrument identified as follows:

Type of Security Instrument: North Carolina Deed of Trust

Original Grantor(s): Carbon Cycle North Carolina LLC

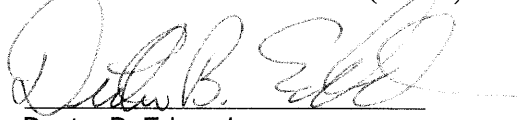
Original Secured Parties: Duplin County

Recording Data: The security instrument is recorded in Book 1963, Page 567 in the office of the Register of Deeds of Duplin County, North Carolina.

This satisfaction terminates the effectiveness of the security instrument and extinguishes the underlying obligation secured by the instrument.

Date: 03/04/2024

DUPLIN COUNTY (SEAL)

By: 
Name: Dexter B. Edwards
Title: Chairman

STATE OF North Carolina
COUNTY OF Duplin

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: Dexter B. Edwards, Chairman, Duplin County Board of Commissioners.

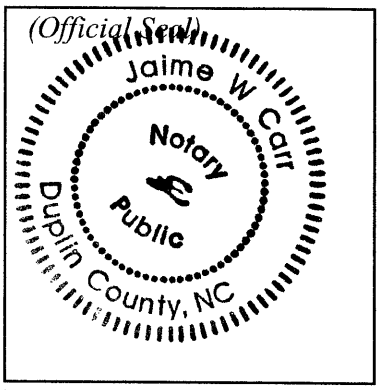
Date: 03/04/2024

Jaime W Carr
Signature of Notary Public

Jaime W. Carr
Notary's printed or typed name

My commission expires: 04/23/2028

(Official Seal)



Notary seal or stamp must appear within this box.

ND:4862-4564-4187, v. 1

Duplin County, NC

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	324	BUA	02/16/2024	02/16/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5164	42410				T	PHARMACY		5,000.00	
2	5164	42013				T	LAB PROCESSING	5,000.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	343	BUA	02/20/2024	02/20/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4130	41860				T	WORKERS COMPENSATION		5,532.53	
2	4130	43910				T	ADVERTISING		200.00	
3	4130	40183				T	HOSPITAL INSURANCE		3,532.47	
4	4130	43111				T	TRAINING	265.00		
5	4130	42600				T	OFFICE SUPPLIES	3,000.00		
6	4130	41990				T	PROFESSIONAL SERVICES	6,000.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	344	BUA	02/20/2024	02/20/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4160	42980				T	PROGRAM SUPPLIES		4,500.00	
2	4160	41990				T	PROFESSIONAL SERVICES		1,000.00	
3	4160	42200				T	FOOD	500.00		

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	344	BUA	02/20/2024	02/20/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
4	4160	43510					T REPAIRS BUILDING AND GROUNDS	5,000.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	345	BUA	02/20/2024	02/20/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4260	43520					T REPAIRS & MAINTENANCE EQUIPME		3,000.00	
2	4260	43300					T UTILITIES		3,287.40	
3	4260	41860					T WORKERS COMPENSATION	5,487.40		
4	4260	42982					T SHOP/PROGRAM SUPPLIES	500.00		
5	4260	43250					T POSTAGE	300.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	346	BUA	02/20/2024	02/20/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4260	43300					T UTILITIES		6,000.00	
2	4260	43510					T REPAIRS BUILDING AND GROUNDS	6,000.00		
							** JOURNAL TOTAL	0.00	0.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	347	BUA	02/20/2024	02/20/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4270	43911				T	ADVERTISING		100.00	
2	4270	42120				T	UNIFORMS		500.00	
3	4270	43520				T	REPAIRS & MAINTENANCE EQUIPME		200.00	
4	4270	42100				T	HOUSEKEEPING	800.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	348	BUA	02/20/2024	02/20/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4170	41990				T	PROFESSIONAL SERVICES		2,500.00	
2	4170	43490				T	BALLOT SUPPLIES	2,500.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	349	BUA	02/20/2024	02/20/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5167	42990				T	INCENTIVES		70.00	
2	5167	42420				T	IN HOUSE LAB	70.00		
							** JOURNAL TOTAL	0.00	0.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	350	BUA	02/20/2024	02/20/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4380	42600				T	OFFICE SUPPLIES		1,000.00	
2	4380	43910				T	ADVERTISING		500.00	
3	4380	42380				T	ANIMAL INOCULATION INVENTORY		7,118.00	
4	4380	43530				T	REPAIRS VEHICLES	1,000.00		
5	4380	44300				T	RENT	500.00		
6	4380	43540				T	SOFTWARE MAINTENANCE	7,118.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	360	BUA	02/20/2024	02/20/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5133	43510				T	REPAIRS BUILDING AND GROUNDS		9,000.00	
2	5133	42980				T	PROGRAM SUPPLIES	9,000.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	417	BUA	02/22/2024	02/22/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5113	42370				T	INJECTABLES		450.00	
2	5113	42600				T	OFFICE SUPPLIES		100.00	
3	5113	42980				T	PROGRAM SUPPLIES	550.00		
							** JOURNAL TOTAL	0.00	0.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	418	BUA	02/22/2024	02/22/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5176	42980				T			500.00	
							PROGRAM SUPPLIES			
2	5176	43250				T		500.00		
							POSTAGE			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	422	BUA	02/22/2024	02/22/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5300	43510				T			9,000.00	
							REPAIRS BUILDING AND GROUNDS			
2	5300	43540				T		9,000.00		
							SOFTWARE MAINTENANCE			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	423	BUA	02/22/2024	02/22/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4110	44910				T			2,000.00	
							DUES AND SUBSCRIPTIONS			
2	4110	43110				T		2,000.00		
							TRAVEL			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	427	BUA	02/22/2024	02/22/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	427	BUA	02/22/2024	02/22/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4957	40181				T	SOCIAL SECURITY		69.47	
2	4957	40182				T	RETIREMENT		90.36	
3	4957	40183				T	HOSPITAL INSURANCE		145.79	
4	4957	40184				T	Life Insurance		16.31	
5	4957	43110				T	TRAVEL		300.00	
6	4952	42381				T	EDUCATIONAL SUPPLIES		3,675.00	
7	4957	42600				T	OFFICE SUPPLIES	128.91		
8	4957	42381				T	EDUCATIONAL SUPPLIES	411.32		
9	4957	44500				T	INSURANCE AND BONDS	81.70		
10	4952	40121				T	SALARIES	3,675.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	430	BUA	02/22/2024	02/22/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5129	42980				T	PROGRAM SUPPLIES		500.00	
2	5129	43510				T	REPAIRS BUILDING AND GROUNDS	500.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	490	BUA	02/26/2024	02/26/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	490	BUA	02/26/2024	02/26/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5164	42980				T			60.00	
							PROGRAM SUPPLIES			
2	5167	42990				T			110.00	
							INCENTIVES			
3	5164	42420				T		60.00		
							IN HOUSE LAB			
4	5167	42420				T		110.00		
							IN HOUSE LAB			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	491	BUA	02/26/2024	02/26/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5131	42980				T			259.14	
							PROGRAM SUPPLIES			
2	5131	42990				T			200.00	
							INCENTIVES			
3	5131	43250				T			145.45	
							POSTAGE			
4	5131	41990				T		259.14		
							PROFESSIONAL SERVICES			
5	5131	41990				T		200.00		
							PROFESSIONAL SERVICES			
6	5131	41990				T		145.45		
							PROFESSIONAL SERVICES			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	492	BUA	02/26/2024	02/26/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5164	42600				T			260.00	
							OFFICE SUPPLIES			

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	492	BUA	02/26/2024	02/26/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
2	5164	43520				T	REPAIRS & MAINTENANCE EQUIPME	260.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	493	BUA	02/26/2024	02/26/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5300	43510				T	REPAIRS BUILDING AND GROUNDS		400.00	
2	5300	43960				T	SPECIAL LINKS	400.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	494	BUA	02/26/2024	02/26/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4180	41990				T	PROFESSIONAL SERVICES		500.00	
2	4180	43110				T	TRAVEL		500.00	
3	4180	42600				T	OFFICE SUPPLIES		1,000.00	
4	4180	42724				T	CREDIT CARD CHARGES	500.00		
5	4180	42724				T	CREDIT CARD CHARGES	500.00		
6	4180	44300				T	RENT	1,000.00		
							** JOURNAL TOTAL	0.00	0.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	495	BUA	02/26/2024	02/26/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	5163	42420					T			3,000.00
								IN HOUSE LAB		
2	5163	42980					T			500.00
								PROGRAM SUPPLIES		
3	5167	42600					T			400.00
								OFFICE SUPPLIES		
4	5167	41990					T			400.00
								PROFESSIONAL SERVICES		
5	5167	43250					T			200.00
								POSTAGE		
6	5163	43550					T		3,500.00	
								EMR EXPENSE & INCENTIVES		
7	5167	43550					T		1,000.00	
								EMR EXPENSE & INCENTIVES		
								** JOURNAL TOTAL	0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	544	BUA	02/27/2024	02/27/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	4350	49911					T			1,162.21
								RESTRICTED TO BLD INSPSL 20151		
2	4350	49911					T			5,000.00
								RESTRICTED TO BLD INSPSL 20151		
3	4350	49911					T			335.61
								RESTRICTED TO BLD INSPSL 20151		
4	4350	41860					T		1,162.21	
								WORKERS COMPENSATION		
5	4350	42724					T		5,000.00	
								CREDIT CARD CHARGES		
6	4350	44500					T		335.61	
								INSURANCE AND BONDS		
								** JOURNAL TOTAL	0.00	0.00

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	545	BUA	02/27/2024	02/27/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4957	40121				T	SALARIES		1,100.00	
2	4957	42381				T	EDUCATIONAL SUPPLIES	1,100.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	546	BUA	02/27/2024	02/27/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5114	43110				T	TRAVEL		1,800.00	
2	5114	42990				T	INCENTIVES	1,800.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	547	BUA	02/27/2024	02/27/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5129	43540				T	SOFTWARE MAINTENANCE		250.00	
2	5129	42990				T	INCENTIVES	250.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	549	BUA	02/27/2024	02/27/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	08	549	BUA	02/27/2024	02/27/2024	030424	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5133	42420					T	IN HOUSE LAB		640.00	
2	5133	42013					T	LAB PROCESSING		1,000.00	
3	5133	42490					T	VEHICLE SUPPLIES		1,000.00	
4	5133	42500					T	VEHICLE GASOLINE		500.00	
5	5133	45100					T	CAPITAL OUTLAY		5,000.00	
6	5133	43510					T	REPAIRS BUILDING AND GROUNDS		860.00	
7	5133	42980					T	PROGRAM SUPPLIES	640.00		
8	5133	42980					T	PROGRAM SUPPLIES	1,000.00		
9	5133	42980					T	PROGRAM SUPPLIES	1,000.00		
10	5133	42980					T	PROGRAM SUPPLIES	500.00		
11	5133	42980					T	PROGRAM SUPPLIES	5,000.00		
12	5133	42980					T	PROGRAM SUPPLIES	860.00		
								** JOURNAL TOTAL	0.00	0.00	
								** GRAND TOTAL	0.00	0.00	

27 Journals printed

** END OF REPORT - Generated by Blanca Pineda **

BA # _____

Duplin County

Budget Amendment

Department Title: HEALTH

Department Head's Signature: TRACEY SIMMONS-KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Increase Lab Processing line to cover lab corp bill

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5164-42410	Pharmacy	5,000.00	5164-42013	Lab Processing	5,000.00
Total		5,000.00	Total		5,000.00

Finance Signature: Chelsey Ranier

Date Approved: 2/16/24

Manager Signature: _____

Date Approved: _____

Commisioner Approval: _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Finance

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Cover expense accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4130-41860	Workers Compensation	5,532.53	4130-43111	Training	265.00
4130-43910	Advertising	200.00	4130-42600	Office Supplies	3,000.00
4130-40183	Hospital Insurance	3,532.47	4130-41990	Professional Services	6,000.00
Total		9,265.00	Total		9,265.00

Finance Signature: Chelsey Ramier

Date Approved: 2/14/24

Manager Signature: _____

Date Approved: _____

Commisioner Approval: _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Finance

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Cover expense accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4160-42980	Program Supplies	4,500.00	4160-42200	Food	500.00
4160-41990	Professional Services	1,000.00	~~4130~~-43510	Repairs Building & Grounds	5,000.00
			4160		
Total		5,500.00	Total		5,500.00

Finance Signature: Chelsey Ramirez
Date Approved: 2/14/24

Manager Signature: _____
Date Approved: _____

Commisioner Approval: _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Finance

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Cover expense accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4260-43520	Repairs & Maintenance Equip	3,000.00	4260-41860	Workers Compensation	5,487.40
4260-43300	Utilities	3,287.40	4260-42982	Shop/Program Supplies	500.00
			4260-43250	Postage	300.00
Total		6,287.40	Total		6,287.40

Finance Signature: Ashley Ponica

Date Approved: 2/14/24

Manager Signature: _____

Date Approved: _____

Commisioner Approval: _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Finance

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Cover expense accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
			4260-43510	Repairs Building & Grounds	6,000.00
4260-43300	Utilities	6,000.00			
Total		6,000.00	Total		6,000.00

Finance Signature: Chelsey Fonvielle
Date Approved: 2/14/24

Manager Signature: _____
Date Approved: _____

Commisioner Approval: _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Finance

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Cover expense accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4270-43911	Advertising	100.00	4270-42100	Housekeeping	800.00
4270-42120	Uniforms	500.00			
4270-43520	Repairs & Maintenance Equip	200.00			
Total		800.00	Total		800.00

Finance Signature: _____

Date Approved: 2/14/24

Manager Signature: _____

Date Approved: _____

Commisioner Approval: _____

Date Approved: _____

BA # _____

Duplin County

Budget Amendment

Department Title: Elections

Department Head's Signature: Jasmine Gadsden

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

Moving money over to accommodate the cost of ballots and the number of Ballots required to order.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4170-41990	Professional Services	2,500.00	4170-43490	Ballot and Supplies	2,500.00
Total		2,500.00	Total		2,500.00

Chelsey Ramos

Finance Signature _____

Date Approved: 2/12/24

Manager Signature _____

Date Approved: _____

Commisioner Approval _____

Date Approved: _____

BA # _____

Duplin County

Budget Amendment

Department Title: HEALTH

Department Head's Signature: TRACEY SIMMONS-KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Increase to cover lab supplies

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5167-42990	Incentives	70.00	5167-42420	In house Lab	70.00
Total		70.00	Total		70.00

Finance Signature: Chelsey Ranier

Date Approved: 2/16/24

Manager Signature: _____

Date Approved: _____

Commisioner Approval: _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: ANIMAL SERVICES

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
TO COVER OVER SPENT ACCOUNTS , AND MDIS FOR COMPUTER SOFTWARE FOR THE TRUCKS

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4380-42600	OFFICE SUPPLIES	$ 1,000.00	4380-43530	REPAIRS VEHICLE	$ 1,000.00
4380-43910	ADVERTISING	$ 500.00	4380-44300	RENT	$ 500.00
4380-42380	INOCULATION	$ 7,118.00	4380-43540	SOFTWARE MAINTANCE	$ 7,118.00
Total		8,618.00	Total		8,618.00

Chelsey Ranier

Finance Signature: _____

Date Approved: 2/16/24

Manager Signature: _____

Date Approved: _____

Commisioner Approval: _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: HEALTH

Department Head's Signature: TRACEY SIMMONS - KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
COVER PROGRAM SUPPLIES

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5133-43510	REPAIRS BUILDING/GROUN	9,000.00	5133-42980	PROGRAM SUPPLIES	9,000.00
Total		9,000.00	Total		9,000.00

Chelsey Ranier

Finance Signature _____

Date Approved: 2/20/24

Manager Signature _____

Date Approved: _____

Commisioner Approval _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: HEALTH

Department Head's Signature: TRACEY SIMMONS-KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Condom order for remainder of the year

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5113-42370	In house lab	450.00	5113-42980	Program supplies	550.00
5113-42600	Office supplies	100.00			
Total		550.00	Total		550.00

Finance Signature: Chelsey Ramirez
Date Approved: 2/22/24

Manager Signature: _____
Date Approved: _____

Commisioner Approval: _____
Date Approved: _____

BA # _____

Duplin County

Budget Amendment

Department Title: HEALTH

Department Head's Signature: TRACEY SIMMONS KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
COVER POSTAGE EXPENSE

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5176-42980	PROGRAM SUPPLY	500.00	5176-43250	POSTAGE	500.00
Total		500.00	Total		500.00

Chelsey Ramos

Finance Signature

Date Approved: 2/22/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title: Social Services

Department Head's Signature: completed by Dana Bonneville

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Software Maintenance over budget due to unexpected expenses regarding Medicaid Expansion

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5300-43510	Repairs Bldg & Grounds	9,000.00	5300-43540	Software Maintenance	9,000.00
Total		9,000.00	Total		9,000.00

Chelsey Ranier

Finance Signature
Date Approved: 2/22/24

Manager Signature
Date Approved:

Commisioner Approval
Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title: Governing Board

Department Head's Signature: Jaime W. Carr

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

To cover the purchase of hole punch paper and minute books.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4110-44910	Dues & Subscriptions	2,000.00	4110-43110	Travel	2,000.00
Total		2,000.00	Total		2,000.00

Chelsey Ranier

Finance Signature
Date Approved: 2/22/24

Manager Signature
Date Approved:

Commisioner Approval
Date Approved:

BA # _____

Duplin County

Budget Amendment

Department Title: Cooperative Extension

Department Head's Signature: Amanda Hatcher

(form can be e-mailed to Finance from Dept. Head) Amanda Hatcher

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Move money for spending before grant deadline

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4957-40181	Social Security	69.47	4957-42600	Office Supplies	128.91
4957-40182	Retirement	90.36	4957-42381	Educational Supplies	411.32
4957-40183	Hospital Insurance	145.79	4957-44500	Uns + Bonds	81.70
4957-40184	Life Insurance	16.31			
4957-43110	Travel	300.00			
4952-42381	Educational Supplies	3,675.00	4952-40121	Salaries	3,675.00
Total		4,296.93	Total		4,296.93

Chelsey Ramos

Finance Signature

Date Approved: 2/22/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title: HEALTH

Department Head's Signature: TRACEY SIMMONS-KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Gym window tint (delayed invoice)

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5129-42980	Program supplies	500.00	5129-43510	Repairs Building and Grounds	500.00
Total		500.00	Total		500.00

Finance Signature: Chelsey Pierce
Date Approved: 2/22/24

Manager Signature: _____
Date Approved: _____

Commisioner Approval: _____
Date Approved: _____

BA # _____

Duplin County

Budget Amendment

Department Title: HEALTH

Department Head's Signature: TRACEY SIMMONS-KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
New lab orders

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5164-42980	Program supplies	60.00	5164-42420	In House Lab	60.00
5167-42990	Incentives	110.00	5167-42420	In House Lab	110.00
Total		170.00	Total		170.00

Finance Signature: Chelsey Ranier

Date Approved: 2/26/24

Manager Signature: _____

Date Approved: _____

Commisioner Approval: _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: HEALTH

Department Head's Signature: TRACEY SIMMONS - KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
COVER PROFESSIONAL SERVICES

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5131-42980	PROGRAM SUPPLIES	259.14	5131-41990	PROFESSIONAL SERVICES	259.14
5131-42990	INCENTIVES	200.00			200.00
5131-43250	POSTAGE	145.45			145.45
Total		604.59	Total		604.59

Chelsey Ranier

Finance Signature _____

Date Approved: 2/26/24

Manager Signature _____

Date Approved: _____

Commisioner Approval _____

Date Approved: _____

BA # _____

Duplin County

Budget Amendment

Department Title: HEALTH

Department Head's Signature: TRACEY SIMMONS-KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Emergency maintenance

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5164-42600	Office Supplies	260.00	5164-43520	Repairs & maintenance equip	260.00
Total		260.00	Total		260.00

Chelsey Ramirez

Finance Signature _____

Date Approved: 2/26/24

Manager Signature _____

Date Approved: _____

Commisioner Approval _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Social Services

Department Head's Signature: completed by Dana Bonneville

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
To correct for overbudget account

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5300-43510	Reparis Bldg & Grounds	400.00	5300-43960	Special Links	400.00
Total		400.00	Total		400.00

Chelsey Ranier

Finance Signature _____

Date Approved: 2/26/24

Manager Signature _____

Date Approved: _____

Commisioner Approval _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Register of Deeds

Department Head's Signature: Anita Marie Savage

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

Requesting a total of $500.00 be transferred from Professional Services (4180-41990) to Credit Card Charges (4180-42724) and $500.00 be transferred from Travel (4180-43110) to Credit Card Charges (4180-42724). Requesting $1,000.00 be transferred from Office Supplies (4180-42600) to Rent (4180-44300) due to shortages.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4180-41990	Professional Services	500.00	4180-42724	Credit Card Charges	500.00
4180-43110	Travel	500.00	4180-42724	Credit Card Charges	500.00
4180-42600	Office Supplies	1,000.00	4180-44300	Rent	1,000.00
Total		2,000.00	Total		2,000.00

Chelsey Rainer

Finance Signature _____

Date Approved: 2/26/24

Manager Signature _____

Date Approved: _____

Commisioner Approval _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: HEALTH

Department Head's Signature: TRACEY SIMMONS-KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Correcting negative and covering EMR expenses

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5163-42420	In house Lab	3,000.00	5163-43550	EMR Expense Incentives	3,500.00
5163-42980	Program supplies	500.00			
5167-42600	Office supplies	400	5167-43550	EMR Expense Incentives	1000
5167-41990	Professional Services	400.00			
5167-43250	Postage	200.00			
Total		4,500.00	Total		4,500.00

Chelsey Ranier

Finance Signature _____

Date Approved: 2/26/24

Manager Signature _____

Date Approved: _____

Commisioner Approval _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: BUILDING INSPECTIONS

Department Head's Signature: David Howton

(form can be e-mailed to Finance from Dept. Head)

All amendments involving revenues must be approved by the Board of Commissioners

Brief description of why this amendment is being requested:
COVER UNDER BUDGETED WORKERS COMPENSATION, CREDIT CARD CHARGES, AND INSURANCE AND BONDS ACCOUNTS

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
4350-49911	Restricted (Fund Balance)	1,162.21	4350-41860	Workers Compensation	1,162.21
4350-49911	Restricted (Fund Balance)	5,000.00	4350-42724	Credit Card Charges	5,000.00
4350-49911	Restricted (Fund Balance)	335.61	4350-44500	Insurance and Bonds	335.61
Total		6,497.82	Total		6,497.82

Finance Signature: Chelsey Ranier

Date Approved: 2/27/24

Manager Signature: _____

Date Approved: _____

Commisioner Approval: _____

Date Approved: _____

2/26/2024

BA # _____

Duplin County

Budget Amendment

Department Title: Cooperative Extension

Department Head's Signature: Amanda Hatcher

(form can be e-mailed to Finance from Dept. Head) Amanda Hatcher

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Move money for more Educational Supplies spending before grant deadline

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4957-40121	Salaries	1,100.00	4957-42381	Educational Supplies	1,100.00
Total		1,100.00	Total		1,100.00

Finance Signature: Chelsey Ramos

Date Approved: 2/26/24

Manager Signature _____

Date Approved: _____

Commisioner Approval _____

Date Approved: _____

BA # _____

Duplin County

Budget Amendment

Department Title: HEALTH

Department Head's Signature: TRACEY SIMMONS - KORENGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
COVER INCENTIVES

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5114-43110	TRAVEL	1,800.00	5114-42990	INCENTIVES	1,800.00
Total		1,800.00	Total		1,800.00

Finance Signature: Chelsey Ranier

Date Approved: 2/26/24

Manager Signature: _____

Date Approved: _____

Commisioner Approval: _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: HEALTH

Department Head's Signature: TRACEY SIMMONS - KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
COVER WELLNESS INCENTIVES - HRA

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5129-43540	SOFTWARE MAINTENANCE	250.00	5129-42990	INCENTIVES	250.00
Total		250.00	Total		250.00

Finance Signature: Chelsey Ranier

Date Approved: 2/26/24

Manager Signature: _____

Date Approved: _____

Commisioner Approval: _____

Date Approved: _____

BA # _____

Duplin County

Budget Amendment

Department Title: HEALTH

Department Head's Signature: TRACEY SIMMONS - KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
COVER PROGRAM SUPPLIES

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5133-42420	IN HOUSE LABS	640.00	5133-42980	PROGRAM SUPPLIES	640.00
5133-42013	LAB PROCESSING	1,000.00			1,000.00
5133-42490	VEHICLE SUPPLY	1,000.00			1,000.00
5133-42500	VEHICLE GASOLINE	500.00			500.00
5133-45100	CAPITAL OUTLAY	5,000.00			5,000.00
5133-43510	REPAIRS TO BUILDING	860.00			860.00
Total		9,000.00	Total		9,000.00

Finance Signature: Chelsey Ranier

Date Approved: 2/26/24

Manager Signature: _____

Date Approved: _____

Commisioner Approval: _____

Date Approved: _____

DUPLIN COUNTY ADDRESSING DEPARTMENT
209 SEMINARY ST / PO BOX 950
KENANSVILLE NC 28349

DUPLIN COUNTY

ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:
   Name: RICHARD A. PADRICK, PRES.
   Address: Walnut Hills of NC, Inc.
   290 Arthur Sloan Rd.
   Chinquapin, NC 28521
   City/State/Zip: _____
   Telephone: Work: 910-389-7728 Home: 910-298-4317

2. MAIL DETERMINATON TO (If different than applicant information):
   Name: _____
   Address: _____
   City/State/Zip: _____

3. ROAD LOCATION: Township Smith Range _____
   DESCRIPTION: @ 732 N NC 111 Hwy Beulaville

4. PARCEL TAX-ID: 06-1191

5. PROPOSED ROAD NAME: NORTH GUM LN.
   BACKUP NAME 1: SWEET BAY LN.
   BACKUP NAME 2: PEACHIE LN.
   (NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD AS LISTED BY DUPLIN

PACEL NUMBER:	PARCEL OWNER NAME PRINT AND SIGNATURE
06-1192	WALNUT HILLS OF NC, INC. Richard A. Padrick, Pres.

Fire Department Approval:

Signature: _____

Print or type name: Shane Roger Rhodes Asst

Department Name: Beulaville Fire Dept

Date: 1-10-24

USPS Approval:

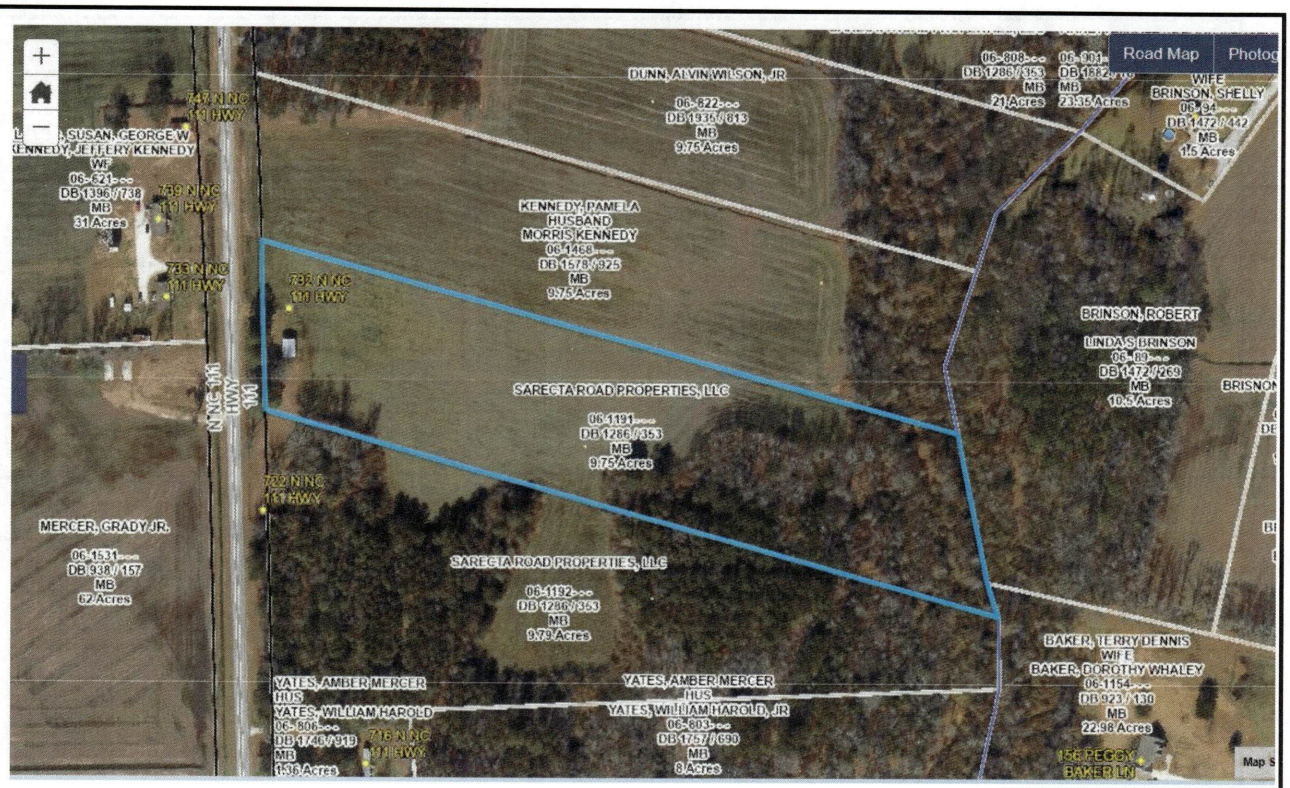
Signature: _____

Print or type name: Ian Odom

Department Name: US Postal Service

Date: 1-10-24

BEULAVILLE NC
JAN 10 2024
USPS 28518



Instructions for what to do with attachments once approved:

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.

DUPLIN COUNTY ADDRESSING DEPARTMENT
209 SEMINARY ST / PO BOX 950
KENANSVILLE NC 28349

DUPLIN COUNTY
NORTH CAROLINA

ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:
   Name: Jimmy Gurganus
   Address: 194 Lura Lane
   City/State/Zip: Wallace NC 28466
   Telephone: Work: 910-271-5388 Home: —

2. MAIL DETERMINATON TO (If different than applicant information):
   Name: _____
   Address: _____
   City/State/Zip: _____

3. ROAD LOCATION: Township Island Creek Range _____
   DESCRIPTION: off of Lura Lane (SR 4134)

4. PARCEL TAX-ID: 09-4302 — — —

5. PROPOSED ROAD NAME: David Norris Lane
   BACKUP NAME 1: David Hardee Norris Lane
   BACKUP NAME 2: Hush Puppy
   (NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD AS LISTED BY DUPLI

PACEL NUMBER:	PARCEL OWNER NAME PRINT AND SIGNATUR

Fire Department Approval:

Signature: _____

Print or type name: Andrew R. Hamlett

Department Name: North East VFD

Date: 1-15-23

USPS Approval:

Signature: _____

Print or type name: Kaye Griffin

Department Name: US. Postal Service - Wallace

Date: 1/16/24



Instructions for what to do with attachments once approved:

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.

ORDINANCE OF THE BOARD OF COMMISSIONERS OF DUPLIN COUNTY, NORTH CAROLINA, ADOPTING THE DUPLIN COUNTY UNIFIED DEVELOPMENT ORDINANCE

WHEREAS, Duplin County is authorized by the General Statues of North Carolina Chapter 160D to enact land use ordinances; and

WHEREAS, North Carolina General Statutes Chapter 160D-103 states that a local government may elect to combine any regulations authorized by Chapter 160D of the North Carolina General Statutes into a unified ordinance; and

WHEREAS, Duplin County currently has adopted the following ordinances which include:

- Manufactured Home and Travel Trailer Park Ordinance
- Subdivision Ordinance
- Solar Energy Generating Facility Ordinance
- Junkyard and Salvage Yard Ordinance
- Airport Land Use and Height Restriction Ordinance
- Flood Damage Prevention Ordinance
- Adult Business Ordinance; and

WHEREAS, due to the State of North Carolina adopting Chapter 160D of the North Carolina General Statutes, Duplin County was required to update each individual ordinance to comply with the standards of NCGS 160D; and

WHEREAS, in the process of updating the ordinances, they have been consolidated into the Duplin County Unified Development Ordinance (UDO); and

WHEREAS, the Board of Commissioners finds that the Unified Development Ordinance has achieved a document that is user-friendly, concise, and one that provides clarity for interpretation and implementation of the UDO; and

WHEREAS, the drafting of this Unified Development Ordinance was not a comprehensive rewrite of the existing ordinances, rather it was an effort to provide clarity on certain regulations as well as achieve compliance with Chapter 160D of the North Carolina General Statutes; and

WHEREAS, the drafting and adoption of this UDO achieves an identified implementation goal of the Duplin County Land Use Plan; and

WHEREAS, on December 12, 2023, the Planning Board reviewed the first draft of the UDO; and

WHEREAS, on February 13, 2024, the Planning Board reviewed the second draft of the UDO and recommended approval of the UDO to the Board of Commissioners by a unanimous vote; and

WHEREAS, at a duly advertised Regular Meeting on March 4, 2024, the Board of Commissioners held a public hearing for the adoption of the Duplin County Unified Development Ordinance; and

WHEREAS, at the Regular Meeting on March 4, 2024, the Board of Commissioners of Duplin County, North Carolina, found the Duplin County Unified Development Ordinance to be compliant with the requirements of the North Carolina General Statutes Chapter 160D and the UDO to be consistent with the spirit and intent of the Duplin County Land Use Plan, provided that the easement for a Private Easement Exemption subdivision be changed for the proposed 30' to the pre-existing width requirement of 50'; and

WHEREAS, as required by NCGS 160D-601(c), the Board of Commissioners are required to adopt development regulations by ordinance; and

WHEREAS, the adoption of the Duplin County Unified Development Ordinance does not establish zoning districts in Duplin County; and

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Commissioners for Duplin County, North Carolina, has adopted the Duplin County Unified Development Ordinance, which has effectively relocated the seven standalone ordinances into one document with the exception of the Airport Land Use and Height Restriction Ordinance which is incorporated into the Duplin County Unified Development Ordinance by reference.

Adopted this 4th day of March 2024.

Dexter B. Edwards, Chair
Duplin County Board of Commissioners

Jaime Carr, Clerk to the Board

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ARTICLE 1. PURPOSE AND ORGANIZATION

SECTION 101: TITLE

This Ordinance shall be known and may be cited as the Unified Development Ordinance of Duplin County, North Carolina, and may be referred to as the Duplin County UDO.

SECTION 102: PURPOSE

(A) This Ordinance is intended to consolidate the county's major land development and land use regulations, to include the Airport Land Use and Height Restriction Ordinance, Adult Business Ordinance, Flood Damage Prevention Ordinance, Junkyard and Salvage Yard Ordinance, Manufactured Home & Travel Trailer Park Ordinance, Solar Energy Generating Facilities Ordinance, and Subdivision Regulation.

(B) The purpose of this Ordinance is to establish procedures and standards for the development and subdivision of land within the territorial jurisdiction of Duplin County. It is further designed to provide for the orderly growth and development of the county; for the coordination of streets and highways within proposed subdivisions with existing or planned streets and highways and with other public facilities; for the dedication or reservation of recreation areas serving residents of the immediate neighborhood within the subdivision and of rights-of-way or easements for streets and utility purposes; and for the distribution of population and traffic in a manner that will avoid congestion and overcrowding and will create conditions essential to public health, safety, and the general welfare. This ordinance is designed to further facilitate adequate provision of water, sewerage, parks, schools, and playgrounds, and also to facilitate the further resubdivision of larger tracts into smaller parcels. They have been made with a view to preserve the existing environment and maintain or enhance quality of life while assuring the greatest possible use and enjoyment of land on individual properties, balanced against the necessary protection and enjoyment of land uses on adjacent properties. All of this with the objective of promoting and protecting public welfare through the regulation of land use and land development activities made in accordance with a comprehensive plan.

(C) To the extent that the provisions of this Ordinance are the same in substance as the previously adopted provisions that they replace, they shall be considered as continuations thereof and not as new adoptions, enactments, or amendments unless otherwise specifically provided. A situation that did not constitute a lawful, nonconforming situation under the previously adopted code does not achieve lawful nonconforming status under this Ordinance merely by the repeal and replacement of the land development code.

SECTION 103: AUTHORITY

(A) The provisions of this Ordinance are adopted under authority granted by the General Assembly of North Carolina (General Statutes 160D).

(B) Whenever any provision of this Ordinance refers to or cites a section of the North Carolina General Statutes (NCGS), and that section is later amended or superseded, this Ordinance shall be deemed amended to refer to the amended section or the section that most nearly corresponds to the superseded section.

(C) When the requirements of this Ordinance, made under the authority of NCGS 160D, require a greater width or size of yards or courts, or require a lower height of a building or fewer number of stories, or require a greater percentage of a lot to be left unoccupied, or impose other higher standards than are required in any other statute or local ordinance or regulation, the regulations made under authority of NCGS 160D shall govern. When the provisions of any other statute or local ordinance or regulation require a greater width or size of yards or courts, or require a lower height of a building or a fewer number of stories, or require a greater percentage of a lot to be left unoccupied, or impose other higher standards than are required by the regulations made under authority of NCGS 160D, the provisions of that statute or local ordinance or regulation shall govern.

SECTION 104: JURISDICTION

(A) This Ordinance shall apply within the unincorporated jurisdiction of Duplin County. The jurisdiction of Duplin County shall not include the area within the extraterritorial jurisdiction of any municipality.

(B) This Ordinance further applies to the area designated within Duplin County in the vicinity of the Duplin County Airport as shown on maps entitled “Duplin County Airport Land Use Regulations and Height Restriction Ordinance Maps” as maintained by the Duplin County Airport Commission. Said maps and amendments thereto and all explanatory matter thereon is hereby made a part of this Ordinance.

(C) Regardless of the existence of purported copies of the Official Airport Zoning Maps, which may from time to time, be made or published, the Official Airport Zoning Maps shall be maintained for public inspection in the Office of the UDO Administrator and shall bear his signature certifying that the map was prepared by him or under his supervision and is correct, together with the date when it was last amended. Current and prior airport zoning maps may be maintained in paper or a digital format approved by the county.

(D) This Ordinance may reference or incorporate by reference flood insurance rate maps, watershed boundary maps, or other maps officially adopted or promulgated by state and federal agencies. Where zoning district boundaries are based on these maps, said boundaries are automatically amended to remain consistent with changes in the officially promulgated state or federal maps. A copy of the currently effective version of any incorporated maps shall be maintained for public inspection as provided above.

SECTION 105: EXEMPTIONS

(A) These regulations shall not apply to any land or structure for which, prior to the effective date hereof, there is a properly approved site-specific plan as required by the requirements previously adopted or previously approved vested rights in accordance with NCGS 160D-108. Any preliminary or final subdivision plat approvals required for such approved or exempted site-specific plans shall be conducted in accordance with the requirements of the previous Ordinance.

(B) The provisions of this Ordinance shall not apply to existing bona fide farms. A bona fide farm is any tract of land containing at least three acres which is used for the production of, or activities relating to, or incidental to, the production of crops, fruit, vegetables, ornamental and flowering plants, dairy, livestock, poultry, and all other forms of agricultural or forest products having a domestic or foreign market.

(C) The following are not included within the definition of a subdivision (as provided in Chapter 2), and are not subject to the regulations of this UDO:

(1) The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the municipality as shown on its subdivision regulations.

(2) The division of land into parcels greater than ten acres where no street right-of-way dedication is involved.

(3) The public acquisition by purchase of strips of land for the widening or opening of streets or for public transportation system corridors.

(4) The division of a tract in single ownership whose entire area is no greater than two acres into not more than three lots, where no street right-of-way dedication is involved and where the resultant lots are equal to or exceed the standards of the municipality, as shown in its subdivision regulations.

(5) The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the General Statutes.

SECTION 106: RELATIONSHIP TO LAND USE PLAN

(A) Applicability. As a condition of adopting and applying zoning regulations, Duplin County shall adopt and reasonably maintain a comprehensive land use plan that sets forth goals, policies, and programs intended to guide the present and future physical, social, and economic development of the jurisdiction. The County's land use plan is intended to guide coordinated, efficient, and orderly development throughout the County's planning jurisdiction based on an analysis of present and future needs. Planning analysis may address inventories of existing conditions and assess future trends regarding demographics and economic, environmental, and

cultural factors. The planning process included opportunities for citizen engagement in plan preparation and adoption. In addition to the land use plan, the County may prepare and adopt such other plans as deemed appropriate. This may include, but is not limited to, land use plans, small area plans, neighborhood plans, hazard mitigation plans, transportation plans, housing plans, and recreation and open space plans. If adopted pursuant to the process set forth in this section, such plans shall be considered in review of proposed zoning amendments.

(B) Comprehensive Land Use Plan Contents. A Comprehensive Land Use Plan may, among other topics, address any of the following as determined by the county:

(1) Issues and opportunities facing the county, including consideration of trends, values expressed by citizens, community vision, and guiding principles for growth and development.

(2) The pattern of desired growth and development and civic design, including the location, distribution, and characteristics of future land uses, urban form, utilities, and transportation networks.

(3) Employment opportunities, economic development, and community development.

(4) Acceptable levels of public services and infrastructure to support development, including water, waste disposal, utilities, emergency services, transportation, education, recreation, community facilities, and other public services, including plans and policies for provision of and financing for public infrastructure.

(5) Housing with a range of types and affordability to accommodate persons and households of all types and income levels.

(6) Recreation and open spaces.

(7) Mitigation of natural hazards such as flooding, winds, wildfires, and unstable lands.

(8) Protection of the environment and natural resources, including agricultural resources, mineral resources, and water and air quality.

(9) Protection of significant architectural, scenic, cultural, historical, or archaeological resources.

(10) Analysis and evaluation of implementation measures, including regulations, public investments, and educational programs.

(C) Adoption and Effect of Plans. Plans shall be adopted by the Board of Commissioners with the advice and consultation of the Planning Board. Adoption and amendment of the comprehensive plan is a legislative decision and shall follow the process mandated for zoning text amendments set by Article 4, Part I. Plans adopted under NCGS 160D may be undertaken and adopted as part of or in conjunction with plans required under other statutes, including, but not limited to, the

plans required by GS 113A-110. Plans adopted under NCGS 160D shall be advisory in nature without independent regulatory effect. Plans adopted under NCGS 160D do not expand, diminish, or alter the scope of authority for development regulations adopted under NCGS 160D. Plans adopted under NCGS 160D shall be considered by the Planning Board and Board of Commissioners when considering proposed amendments to zoning regulations as required by Sections 403 and 404.

If a plan is deemed amended by Section 404 by virtue of adoption of a zoning amendment that is inconsistent with the plan, that amendment shall be noted in the plan. However, if the plan is one that requires review and approval subject to GS 113A-110, the plan amendment shall not be effective until that review and approval is completed.

SECTION 107: NORTH CAROLINA STATE BUILDING CODE

The North Carolina State Building Code are incorporated herein by reference, and serve as the basis for Building Inspector authority to regulate building construction. This Ordinance is not intended to conflict with or supersede the North Carolina State Building Code regulations. In addition, the County's minimum housing standards are also incorporated herein by reference. All quasi-judicial procedures prescribed in Article 4, Part VI apply to these codes/ordinances.

SECTION 108: SPLIT JURISDICTION

If a parcel of land lies within the planning and development regulation jurisdiction of more than one local government, the municipal jurisdiction and Duplin County may by mutual agreement and with the written consent of the landowner assign exclusive planning and development regulation jurisdiction for the entire parcel to either the municipality or the county. Such a mutual agreement shall only be applicable to development regulations and shall not affect taxation or other non-regulatory matters. The mutual agreement shall be evidenced by a resolution formally adopted by each governing board and recorded with the Duplin County register of deeds within 14 days of the adoption of the last required resolution.

SECTION 109: PENDING JURISDICTION

After consideration of a change in local government jurisdiction has been formally proposed, the local government that is potentially receiving jurisdiction may receive and process proposals to adopt development regulations and any application for development approvals that would be required in that local government if the jurisdiction is changed. No final decisions shall be made on any development approval prior to the actual transfer of jurisdiction. Acceptance of jurisdiction, adoption of development regulations, and decisions on development approvals may be made concurrently and may have a common effective date.

SECTION 110: NONCONFORMITIES

Upon the effective date of this Ordinance, pre-existing lots, structures, and uses of lots or structures, which do not meet the requirements of this Ordinance, shall be considered as nonconforming and be allowed to legally exist and are to be considered pre-existing nonconformities. Lots, structures, and such uses that were a violation in previous Ordinances that are not considered to be compliant with these standards shall not be granted pre-existing nonconforming status as they were in violation under previous regulations and the adoption of this Ordinance is not the sole reason that they are now considered to be nonconforming. Pre-existing nonconformities are permitted to continue in existence provided that they are not altered or changed in a manner that is inconsistent with the provisions of this Ordinance.

SECTION 111: EFFECTIVE DATE

This Ordinance was originally adopted by the Duplin County Board of Commissioners and became effective on March 4, 2024.

Dexter B Edwards

Dexter B. Edwards, Chair

DUPLIN COUNTY 1750 NORTH CAROLINA

Jaime W Carr

Jaime Carr, Clerk to the Board

ARTICLE 2. DEFINITIONS

SECTION 201: MEASUREMENTS

(A) Fractions. Except as provided by law, when any requirement of this Ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole and a fraction of less than one-half shall be disregarded.

(B) Rounding. Rounding of numbers shall be done after computations are made. For example, in density computations, a three-acre site with an allowable density of 4.4 units per acre nets 13 units (3 X 4.4 = 13.2) rather than 12 units (3 X 4 = 12) by rounding the fractions after the computation is made.

(C) Computation of Time.

(1) Unless otherwise specifically provided, the time within which an act shall be done is computed by excluding the first and including the last day. If the last day is a Saturday, Sunday, or legal holiday, that day shall be excluded.

(2) When the period of time prescribed is less than seven days, intermediate Saturdays, Sundays, and holidays shall be excluded.

(3) Unless otherwise specifically provided, whenever a person has the right or is required to do some act within a prescribed period after the service of a notice or other paper upon him, and the notice of paper is served by mail, three days shall be added to the prescribed notice period.

SECTION 202: TENSE AND NUMBER

(A) Words used in the singular in this Ordinance include the plural and words used in the plural include the singular.

(B) Words used in the present tense include the future tense and the future tense includes the present tense.

SECTION 203: INTERPRETATION

(A) As used in this Ordinance, words importing the masculine gender include the feminine and neuter.

(B) The word “person” includes a firm, association, organization, corporation, company, trust, and partnership as well as an individual.

(C) The words “may” and “should” are permissive.

(D) The words “shall” and “will” are always mandatory and not merely directive.

(E) The words "used" or "occupied" shall mean "intended, designed, and arranged to be used or occupied."

(F) The word "lot" shall include the words "plot," "parcel," "site," and "premises."

(G) The word "structure" shall include the word "building."

(H) The word "street" includes the word "alley," "road," "cul-de-sac," "highway," or "thoroughfare."

(I) The word "includes" shall not limit the term to specified examples but is intended to extend its meaning to all other instances or circumstances of like kind or character.

(J) The word "Commissioner" shall include the Board of Commissioners of Duplin County, North Carolina.

(K) The words "Zoning Board," "Zoning Commission," "Planning Commission," or "Planning Board" shall mean the Duplin County Planning Board.

(L) The word "county" shall mean Duplin County, a county of the State of North Carolina.

(M) The words "map" and "Airport Zoning Map" shall mean the Official Airport Land Use Regulations and Height Restriction Ordinance Maps of Duplin County, North Carolina.

(N) The words "Comprehensive Plan" shall mean the Duplin County Land Use Plan.

(O) The words "Board of Adjustment" shall mean the Duplin County Board of Adjustment.

(P) The words "Register of Deeds" shall mean the Register of Deeds of Duplin County, North Carolina.

SECTION 204: DEFINITIONS AND TERMS

A

Accessory Structure (Appurtenant Structure). A structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports, and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms and may or may not be located on the same parcel as the farm dwelling or shop building.

Abandonment. To discontinue, withdraw use, or give up. Any solar energy facility that ceases to produce energy on a continuous basis for 12 months will be considered abandoned. This definition is not exclusive to solar energy facilities.

Addition (to an existing building). An extension or increase in the floor area or height of a building or structure.

Adult Arcade. An establishment where, for any form of consideration, one (1) or more motion picture projectors, slide projectors or similar machines for viewing are used to show films, motion pictures, video cassettes, slides or other photographic reproductions that are characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas (as defined hereinafter).

Adult Bookstore. A bookstore:

- Which receives a majority of its gross income during any calendar month from the sale or rental of publications (including books, magazines, other periodicals, videotapes, compact discs, other photographic, electronic, magnetic, digital, or other imaging medium) which are distinguished or characterized by their emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas, as defined in this section; or

- Having as a preponderance (either in terms of the weight and importance of the material or in terms of greater volume of materials) of its publications (including books, magazines, other periodicals, videotapes, compact discs, other photographic, electronic, magnetic, digital, or other imaging medium) which are distinguished or characterized by their emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas.

Adult Establishment. An adult bookstore, adult motion picture theatre, adult mini motion picture theatre, adult live entertainment business, or any business, activity, club, or establishment where for any form of consideration, employees, members, patrons, or guests on its premises exhibit and display any anatomical area before another person or persons.

Adult Live Entertainment. Any performance of or involving the actual presence of real people which exhibits specified sexual activities or specified anatomical areas.

Adult Live Entertainment Business. Any establishment or business wherein adult live entertainment is shown for observation by patrons.

Adult Motion Picture Theatre. An enclosed building or premises used for presenting motion pictures, a preponderance of which are distinguished or characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas, for observation by patrons therein. "Adult motion picture theatre" does not include any adult mini motion picture theatre.

Adult Mini Motion Picture Theatre. An enclosed building with viewing booths designed to hold patrons which is used for presenting motion pictures, a preponderance of which are distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, for observations by patrons therein.

Administrative Decision. Decisions made in the implementation, administration, or enforcement of the Duplin County UDO that involve the determination of facts and the application of objective standards set forth in the Duplin County UDO. Administrative Decisions may come from Duplin County staff, the Duplin County Planning Board, or the Duplin County Board of Commissioners.

Administrative Hearing. A proceeding to gather facts needed to make an administrative decision.

Alteration of a Watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the UDO Administrator's, Planning Board's, or Board of Commissioners' interpretation, as applicable, of any provision of the Duplin County UDO.

Area of Shallow Flooding. A designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with base flood depths determined to be from one (1) to three (3) feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Automobile Graveyard/Salvage Yard. Any establishment or place of business which is maintained, used, or operated for storing, keeping, buying, or selling wrecked, scrapped, ruined, dismantled motor vehicles or motor vehicle parts, machinery, appliances, structures, or parts thereof. Any establishment or place of business upon which six or more unlicensed, used motor vehicles which cannot be operated under their own power are kept or stored for a period of 15 days or more shall be deemed to be an "automobile graveyard".

Base Flood. The flood having a one (1) percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE). A determination of the water surface elevations of the base flood as published in the Flood Insurance Study. When the BFE has not been provided in a "Special Flood Hazard Area", it may be obtained from engineering studies available from a Federal, State, or other source using FEMA approved engineering methodologies. This elevation, when combined with the "Freeboard", establishes the "Regulatory Flood Protection Elevation".

Block. A piece of land bounded on one or more sides by streets or roads.

Bona Fide Farm. Agricultural activities as set forth in NCGS 160D-903.

Buffer Strip. A 25-foot strip of land in addition to the lot size and depth planted with one or more species of trees and or shrubs at spacing which will provide a permanent, continuous, year-round visual screen.

Building. Any structure used or intended for supporting or sheltering any use or occupancy.

Building Setback Line. A line parallel to the property line, no structure shall be built or extend into a designated building setback area. The front setback shall be measured from the edge of the right-of-way.

Chemical Storage Facility. A building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

Comprehensive Plan or Land Use Plan. A comprehensive land use plan that has been officially adopted by the Duplin County Board of Commissioners pursuant to NCGS 160D-501.

Conditional Zoning. A legislative zoning map amendment with site-specific conditions incorporated into the zoning map amendment (this will not apply to Duplin County until Zoning has been adopted in the unincorporated areas of Duplin County).

Construction Permit. A permit issued by the UDO Administrator authorizing the manufactured home park or travel trailer park owner to construct a manufactured home park or travel trailer park in accordance with a plan approved by the Planning Board. This authorizes the commencement of park construction itself provided all applicable state permits have been obtained by the owner.

County. Any one of the counties listed in GS 153A-10.

Decision-making Board. The Duplin County Planning Board, Duplin County Board of Commissioners, Board of Adjustment, or any other Board that is given the power by the Duplin County UDO to make quasi-judicial decisions.

Dedication. A gift, by the owner, or a right to use, of land for a specified purpose or purposes because a transfer of property is entailed, dedication must be made by deed.

Design Flood. See "Regulatory Flood Protection Elevation."

Determination. A written, final, and binding order, requirement, or determination regarding an administrative decision.

Developer. A person including a redevelopment party or government agency, who undertakes any development and who is the landowner of the property to be developed or who has been authorized by the landowner to undertake development on that property.

Development. Includes any of the following:

a) The construction, erection, alteration, enlargement, renovation, substantial repair, movement to another site, or demolition of any structure.

b) The excavation, grading, filling, clearing, or alteration of land.

c) The subdivision of land as defined in NCGS 160D-802.

d) The initiation or substantial change in the use of land or the intensity of use of land.

This definition does not change the scope of regulatory authority granted by the Duplin County UDO or the North Carolina General Statutes.

Development (Flood). Any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

Development Activity. Any activity defined as development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

Development Approval. An administrative or quasi-judicial approval made pursuant to NCGS 160D-102 that is written and that is required prior to the commencement of development or undertaking of a specific activity, project, or development proposal. Development approvals include variances and other specific types of approval that are not applicable to Duplin County at this time due to the lack of county-wide zoning. In the event that Duplin County adopts county-wide zoning, whether that be in whole or in portion, development approvals will include all other types of approval listed in NCGS 160D-102(13). Development approvals also include regulatory approvals such as plat approval, permits, issued, development agreements, and building permits issued.

Development Regulation. The Duplin County Unified Development Ordinance, or any other regulation adopted by the Duplin County Board of Commissioners in accordance with the provisions set forth in NCGS 160D-102 that regulates land use or development.

Digital Flood Insurance Rate Map (DFIRM). The digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

Disposal. As defined in NCGS 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

Dwelling. Any building, structure, manufactured home, or mobile home, or part thereof, used and occupied for human habitation or intended to be so used, and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith. For the purposes of Article12 of NCGS 160D, the term does not include any manufactured home, mobile home, or recreational vehicle, if used solely for a seasonal vacation purpose.

Easement. A grant by the property owner of a strip of land for a specified purpose and use by the public, a corporation, or persons. There shall be no structure located within the boundary of a recorded easement.

Elevated Building. A non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Encroachment. The advance or infringement of uses, fill, excavation, buildings, structures or development into a special flood hazard area, which may impede or alter the flow capacity of a floodplain.

Evidentiary Hearing. A hearing to gather competent, material, and substantial evidence in order to make findings for a quasi-judicial decision required by a development regulation.

Existing Building and Existing Structure. Any building and/or structure for which the "start of construction" commenced before the effective date of the initial FIRM for the community, dated July 4, 1989.

Existing Manufactured Home Park or Manufactured Home Subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community, dated September 16, 1988.

Fence, Solar Energy Facility. A continuous barrier extending from the surface of the ground to a uniform height of not less than six (6) feet from the ground at any given point, constructed of wood, stone, steel, or other metal, or any substance of a similar nature and strength.

Flag Lot. A lot that is connected to a right-of-way or access easement by a narrow portion or strip of land (flagpole) that is a part of a larger parcel of land (flag). Flagpole portions must be a minimum of 35' in width and flag portions must be a minimum of 2 acres. Subdivisions may only create one flag lot.

Flood or Flooding. A general and temporary condition of partial or complete inundation of normally dry land areas from:

a) The overflow of inland or tidal waters; and/or

b) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Boundary and Floodway Map (FBFM). An official map of a community, issued by the FEMA, on which the Special Flood Hazard Areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the Flood Insurance Rate Map (FIRM).

Flood Insurance. The insurance coverage provided under the National Flood Insurance Program.

Flood Insurance Rate Map (FIRM). An official map of a community, issued by the FEMA, on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated. (see also DFIRM)

Flood Insurance Study (FIS). An examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the FEMA. The Flood Insurance Study report includes Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), if published.

Flood Prone Area. See Floodplain.

Flood Zone. A geographical area shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

Floodplain. Any land area susceptible to being inundated by water from any source.

Floodplain Administrator. The individual appointed to administer and enforce the floodplain management regulations.

Floodplain Development Permit. Any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

Floodplain Management. The operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain Management Regulations. This ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power. This term describes federal, state, or local regulations, in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing. Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

Flood-Resistant Material. Any building product [material, component, or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumber are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

Floodway. The channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Floodway Encroachment Analysis. An engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and hydraulic models meeting the minimum requirements of the National Flood Insurance Program.

Freeboard. The height added to the BFE to account for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, precipitation exceeding the base flood, and the hydrological effect of urbanization of the watershed. The BFE plus the freeboard establishes the "Regulatory Flood Protection Elevation".

Functionally Dependent Facility. A facility which cannot be used for its intended purpose unless it is located in close proximity to water, limited to a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

Gate. A door or other device attached to a fence which, when opened, provides a means of ingress and egress of persons and things for which it was intended, and which, when closed, forms a continuous barrier as a part of the fence to which it is attached.

Governing Board. The Duplin County Board of Commissioners.

Half-Street. A street whose centerline coincides with a subdivision plat boundary, within one-half the street right-of-way width being contained within the subdivision plat. Also, any existing street to which the parcel of land to be subdivided abuts on only one side.

Hazardous Waste Management Facility. As defined in NCGS 130A, Article 9, a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste.

Highest Adjacent Grade (HAG). The highest natural elevation of the ground surface, prior to construction, immediately next to the proposed walls of the structure.

Historic Structure. Any structure that is:

a) Listed individually in the National Register of Historic Places (a listing maintained by the US Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;

b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

c) Individually listed on a local inventory of historic landmarks in communities with a "Certified Local Government (CLG) Program"; or

d) Certified as contributing to the historical significance of a historic district designated by a community with a "Certified Local Government (CLG) Program."

Certified Local Government (CLG) Programs are approved by the US Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the State Historic

Preservation Officer as having met the requirements of the National Historic Preservation Act of 1966 as amended in 1980.

Improved Area. An area containing but not limited to or required to have all to be considered improved, perimeter fencing, solar panels, electrical inverters, storage buildings and access roads.

Junk. Old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, or junked, dismantled, or wrecked automobiles, boats, buses, semi-trucks, airplanes or parts thereof, iron, steel, and other old or scrap ferrous or nonferrous material, including dismantled and uninhabitable homes, manufactured homes, recreational vehicles or parts thereof.

Junkyard. An establishment or place of business which is maintained, operated, or used for storing, keeping, buying, or selling junk, or for maintenance or operation of an automobile graveyard, and the term shall include garbage dumps and sanitary fills. An establishment or place of business which stores or keeps for a period of 15 days or more materials within the meaning of "junk".

Landowner or Owner. The holder of the title in fee simple. Absent evidence to the contrary, Duplin County may rely on county tax records to determine who is the owner. The landowner may authorize a person holding a valid option, lease, or contract to purchase to act as his or her agent or representative for the purpose of making applications for development approvals.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

a) Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

b) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

c) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-

built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Legislative Decision. The adoption, amendment, or repeal of a regulation under the Duplin County UDO. The term also includes the decision to approve, amend, or rescind a development agreement consistent with the provisions of Article 10 of NCGS Chapter 160D.

Legislative Hearing. A hearing to solicit public comment on a proposed legislative decision.

Light Duty Truck. Any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

c) Available with special features enabling off-street or off-highway operation and use.

Lowest Adjacent Grade (LAG). The lowest elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

Lowest Floor. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Local Government. Duplin County Government.

Lot. A portion of a subdivision or any other parcel of land, intended as a unit of transfer of ownership or for development or both.

Lot of Record. A lot which is part of a subdivision, a plat of which has been recorded in the Office of the Register of Deeds of Duplin County prior to the adoption of the Duplin County UDO, or a lot described by metes and bounds, the description of which has been so recorded prior to the effective date of the Duplin County UDO.

Lot, Corner. A lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point in the lot meet at an interior angle of less than 135 degrees.

Lot, Double Frontage. A continuous (through) lot, which is accessible from both streets upon which it fronts.

Lot, Interior. A lot other than a corner lot with only one frontage on a street.

Lot, Nonconforming. A lot which does not meet all dimensional requirements of Article 6, this applies to all lots that legally existed prior to the adoption of the Duplin County Unified Development Ordinance or subsequent amendments, and which continues to exist.

Lot, Reversed Frontage. A lot on which the frontage is at right angles or approximately right angles (interior angles less than 135 degrees) to the general pattern in the area. A reversed frontage lot may also be a corner lot, an interior lot or a through lot.

Lot, Single-Tier. A lot which backs upon a limited access highway, a railroad, and any physical barrier, or any other type of land use and to which access from the rear is usually prohibited.

Manufactured Home. A structure, transportable in one or more sections, which in the traveling mode is eight body feet or more in width, or 40 body feet or more in length, or, when erected on site, is 320 or more square feet; and which is built on a permanent chassis and designed to be used as a dwelling, with or without permanent foundation when connected to the required utilities, including the plumbing, heating, air conditioning and electrical systems contained therein. "Manufactured home" includes any structure that meets all the requirements of this subsection except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary of HUD and complies with the standards established under the Act. For manufactured homes built before June 15, 1976, "manufactured home" means a portable manufactured housing unit designed for transportation on its own chassis and placement on a temporary or semi-permanent foundation having a measurement of over 32 feet in length and over eight feet in width. "Manufactured home" also means a double-wide manufactured home, which is two or more portable manufactured housing units designed for transportation on their own chassis that connect on site for placement on a temporary or semipermanent foundation having a measurement of over 32 feet in length and over eight feet in width. The term “manufactured home” does not include a “recreational vehicle”. Duplin County requires that Manufactured homes being setup, relocated, or established in the County are required to meet the standards of the National Manufactured Housing Construction and Safety Standards Act of 1976.

Manufactured Home Lot. Any designated lot or area designated upon a site plan designated for the exclusive use of one manufactured home. Manufactured Home Lots are not subdivided lots of record, rather they are surveyed areas meeting minimum size requirements for the use of an individual manufactured home.

Manufactured Home Park. Any place, parcel, area, or tract of land under the ownership of the same person, persons, company, corporation, or entity that is maintained, offered, or used for the parking of more than two manufactured homes, whether the homes are owned by the landowner or by tenants of park lots, used or intended to be used for human habitation purposes. Provided further that this regulation shall not apply to permitted migrant labor camps that may be allowed under NCGS 160D-903. Manufactured Home Parks that desire to divide lots into individual pieces of real property shall go through the subdivision process.

Manufactured Home/Travel Trailer Park Buffer Strip. A10-foot-wide strip of living plant material planted with one or more species of trees and or shrubs at spacings which will provide a permanent,

continuous, year-round, visual screen extending from the surface of the ground to a minimum height of six (6) feet at maturity.

Map Repository. The location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products have the same authority as hard copy products. Therefore, the NCEM's Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data the NC FRIS website (http://FRIS.NC.GOV/FRIS) is the map repository, and for historical flood hazard data the FloodNC website (http://FLOODNC.GOV/NCFLOOD) is the map repository.

Market Value. The building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (Actual Cash Value); or adjusted tax assessed values.

Massage. Any manipulation of body muscle or tissue by rubbing, stroking, kneading, or tapping, by hand or mechanical device. Massage does not include any activities specified in the definition specified sexual activities.

Massage Business. Any establishment or business wherein massage is practiced, including establishments commonly known as health clubs, physical culture studios, massage studios or massage parlors. Legally operating massage businesses have absolutely no component of specified sexual activities as defined in the Duplin County UDO taking place upon the premises.

New Construction. Structures for which the "start of construction" commenced on or after the effective date of the initial floodplain management regulations and includes any subsequent improvements to such structures.

Non-Conversion Agreement. A document stating that the owner will not convert or alter what has been constructed and approved. Violation of the agreement is considered a violation of the ordinance and, therefore, subject to the same enforcement procedures and penalties. The agreement must be filed with the recorded deed for the property. The agreement must show the clerk's or recorder's stamps and/or notations that the filing has been completed.

Nonconforming Structure. Includes structures that legally existed prior to the adoption of the Duplin County Unified Development Ordinance and such structures possess valid permits issued by the Duplin County Building Inspections Department. These structures do not meet the requirements of the UDO which include but are not limited to building height, size, floor area ratio, or setbacks.

Non-Encroachment Area (NEA). The channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as designated in the Flood Insurance Study report.

Official Maps or Plans. Any map or plan officially adopted by the Planning Board or Board of Commissioners. Per 160D-105 current and prior maps must be maintained in either paper or digital format.

Opaque Fence, (Solar Energy Facility). A continuous opaque, unperforated barrier extending from the surface of the ground to a uniform height of not less than six. (6) feet from the ground at any given point, constructed of soil, wood, stone, steel, or other metal, or any substance of a similar nature and strength which will conceal the solar energy facility from view.

Open Space. A usable area (land/or water), reserved for enjoyment or conservation purposes.

Operator. The person(s), entity or company that engages in the operation and conduction of a business, facility or enterprise, but is not limited to these types of operations.

Operation Permit. A permit issued by the UDO Administrator to a manufactured home or travel trailer park owner, upon the completion of a manufactured home park which authorizes the lease or rental of spaces and operation of the park and for the actual placement and set-up of manufactured homes and travel trailers.

Person. An individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, interstate body, the State of North Carolina and its agencies and political subdivisions, or other legal entity.

Permitted Migrant Labor Camp. Any manufactured homes under valid permit by the Duplin County Health Department and other applicable agencies for uses as housing for migrant laborers. Manufactured home parks as defined by the Duplin County UDO will be subject to the requirements of this ordinance when not under valid permit as a migrant labor camp. Migrant Labor Camps must meet the qualifications of NCGS 160D-903.

Planning and Development Regulation Jurisdiction. All unincorporated areas of Duplin County that lie outside of municipal limits and extraterritorial jurisdiction areas. The Duplin County UDO applies to all these areas.

Planning Board. Any board or commission established pursuant to NCGS 160D-301.

Plat. A map or plan of a parcel of land which has been recorded as a plat in the Duplin County Register of Deeds. A plan becomes a plat once it has been legally and officially recorded.

Portable Water Supply Well. A well, used for or intended for, supplying water for human consumption.

Post-FIRM. Construction or other development for which the “start of construction” occurred on or after July 4, 1989, the effective date of the initial Flood Insurance Rate Map.

Pre-FIRM. Construction or other development for which the “start of construction” occurred before July 4, 1989, the effective date of the initial Flood Insurance Rate Map.

Principally Above Ground. That at least 51% of the actual cash value of the structure is above ground.

Private Driveway. An easement serving two or fewer lots, building sites or other divisions of land and not intended to be public ingress or egress.

Private Street. A private right-of-way dedicated to a property owner or homeowners association. Private streets are to be built to the same standards as NCDOT rights-of-way.

Property. All real property subject to land-use regulation. The term includes any improvements or structures customarily regarded as part of real property.

Protective Fence. A structure of wood, stone, brick, block, steel, or other metal extending from the surface of the ground to a minimum height of six feet and of such materials and construction which creates a physical barrier.

Public Park. Any publicly owned land which is designated or used as a public park, recreation area, wildlife or waterfowl refuge or historic site.

Public Street. A public right-of-way dedicated and constructed to meet the requirements of the North Carolina Department of Transportation.

Public Safety and/or Nuisance. Anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Quasi-Judicial Decision. A decision involving the finding of facts regarding a specific application of a development regulation and that requires the exercise of discretion when applying the standards of the regulation. The term includes but is not limited to, decisions involving variances, special use permits, and appeals of administrative decisions. Decisions on the approval of subdivision plats and site plans are quasi-judicial in nature if the regulation authorizes a decision-making board to approve or deny the application based not only upon whether the application complies with specific requirements set forth in the regulation, but also on whether the application complies with one or more generally stated standards requiring a discretionary decision on the finds to be made by the decision making board.

Recreation Area or Park. An area of land or combination of land and water resources that is developed for active or passive recreation pursuits with various man-made features that accommodate such activities.

Recreational Vehicle (RV). A vehicle, which is:

a) Built on a single chassis;

b) 400 square feet or less when measured at the largest horizontal projection;

c) Designed to be self-propelled or permanently towable by a light duty truck;

d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use, and

e) Is fully licensed and ready for highway use.

For the purpose of this ordinance, "Tiny Homes/Houses" and Park Models that do not meet the items listed above are not considered Recreational Vehicles and should meet the standards of and be permitted as Residential Structures.

Reference Level. The top of the lowest floor for structures within Special Flood Hazard Areas designated as Zones A, AE, AH, AO, A99.

Regulatory Flood Protection Elevation. The "Base Flood Elevation" plus the "Freeboard". In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus two (2) feet freeboard. In "Special Flood Hazard Areas" where no BFE has been established, this elevation shall be at least two (2) feet above the highest adjacent grade.

Remedy a Violation. To bring the structure or other development into compliance with state and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

Reservation. (reserved by owner) a reservation of land does not involve any transfer of property rights. It simply constitutes an obligation to keep property free from development for a stated period of time.

Residence. A building used as a dwelling for one or more families or persons.

Residential Area. Any area within one tenth of a mile of a solar energy facility having twenty-five or more dwellings.

Riverine. Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Salvage Yard. Any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances, and related machinery.

Sexually Oriented Business. Any business activity, club, or other establishment, within which the exhibition, showing, rental or sale of materials distinguished or characterized by an emphasis on material depicting, describing, or exhibiting specified anatomical areas or relating to specified sexual activities is permitted. Sexually oriented businesses shall. Include, but are not limited to adult arcades, adult bookstores, adult motion picture theaters, adult theaters, and massage parlors, as defined by this article.

School. Institutions of education including public and private schools, daycare centers, colleges, and universities.

Screen Fence (Opaque). A structure of wood, stone, brick, block, steel, or other metal extending from the surface of the ground to a minimum height of six feet and of such materials and construction which creates a permanent solid, continuous, opaque visual barrier.

Sketch Plan. A drawing showing general area conditions and containing information as required by Duplin County UDO.

Site Plan. A scaled drawing and supporting text showing the relationship between lot lines and the existing or proposed uses, buildings, or structures on the lot. The site plan may include site specific details such as building areas, building height and floor area, setbacks from lot lines, street rights-of-way, intensities, densities, utility lines, and locations, parking, access points, roads, and stormwater control facilities that are depicted to show compliance with all legally required development regulations that are applicable to the project and the site plan review. A site plan approval based solely upon application of objective standards is an administrative decision and a site plan approval based in whole or in part upon the application of standards involving judgement and discretion is a quasi-judicial decision. A site plan may also be approved as part of a conditional zoning decision.

Solar Energy Facility. An energy generating facility or area principally used to convert solar energy to electricity, which includes, but is not limited to, the use of one or more solar energy systems and related appurtenances. This definition shall only include those facilities whose primary purpose is to sell electricity to be used off site. This definition does not include dwellings or buildings with ground or roof mounted solar panels who are only generating power to support such structure.

Solid Waste Disposal Facility. Any facility involved in the disposal of solid waste, as defined in NCGS 130A-290(a)(35).

Solid Waste Disposal Site. As defined in NCGS 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

Specified Anatomical Areas. Less than completely and opaquely covered human genitals, pubic regions, buttocks, and female breasts below a point immediately above the top of the areola. Human male genitals in a discernably turbid state, even if completely and opaquely covered.

Special Flood Hazard Area (SFHA). The land in the floodplain subject to a one percent (1%) or greater chance of being flooded in any given year, as determined in Section 1107 of this ordinance.

Specified Sexual Activities:

a) Human genitals in a state of sexual stimulation or arousal;

b) Acts of human masturbation, sexual intercourse, sodomy; or

c) Fondling or other erotic touching of human genitals, pubic regions, buttocks, or female breasts.

Special Use Permit. A permit issued to authorize development or land uses in a particular zoning district upon presentation of competent, material, and substantial evidence establishing compliance with one

or more general standards requiring that judgement and discretion be exercised as well as compliance with specific standards. This permit only applies if Duplin County adopts county-wide zoning in whole or in part, or if Duplin County designates certain types of development as requiring quasi-judicial approval in the UDO.

Subdivision. The division of land for the purpose of sale or development as specified in NCGS 160D-802.

Subdivider. Any person, firm or corporation who subdivides or develops any land deemed to be a subdivision as defined by the Duplin County UDO.

Subdivision Regulation. A subdivision regulation as authorized by Article 8 of NCGS Chapter 160D and the Duplin County UDO.

Start of Construction. Includes substantial improvement and means the date the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Structure. A walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

Substantial Damage. Damage of any origin sustained by a structure during any one-year period whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. See definition of “substantial improvement*”.*

Substantial Improvement. Any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one-year period for which the cost equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

a) Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or
b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to Section 1118 of this ordinance.

Technical Bulletin and Technical Fact Sheet. A FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

It should be noted that Technical Bulletins and Technical Fact Sheets provide guidance on the minimum requirements of the NFIP regulations. State or community requirements that exceed those of the NFIP take precedence. Design professionals should contact the community officials to determine whether more restrictive State or local regulations apply to the building or site in question. All applicable standards of the State or local building code must also be met for any building in a flood hazard area.

Temperature Controlled. Having the temperature regulated by a heating and/or cooling system, built-in or appliance.

Travel Trailer. A wheeled vehicular portable structure built on a chassis, designated to be used as a temporary dwelling for travel and/or recreational purposes, having a body width not exceeding 8 feet. This is also intended to include structures mounted on auto or truck bodies commonly referred to as campers. To also include recreational vehicles, RV’s.

Travel Trailer Park. Any place, parcel, area, or tract of land upon which is located more than two travel trailer spaces, regardless of whether or not a charge is made for such service.

Travel Trailer Space. An area plot of land within a travel trailer park designed for the accommodation of one travel trailer. The space must be clearly identified on the site plan.

Traveled Way. A portion of a public road intended for movement of vehicles.

UDO Administrator. The Duplin County Planning Director or his designee, in the absence of a Planning Director for the County, the County Manager or his designee shall be the UDO Administrator.

Variance. A grant of relief from the requirements of the Duplin County UDO. Shall only be granted by the Board of Adjustment when they determine that an unnecessary hardship would result from carrying out the strict requirements of the Duplin County UDO. The hardship must result from a strict application, or conditions peculiar to the property such as topography, location, or size. Variances may

also be granted as a reasonable accommodation under the Federal Fair Housing Act for a person with a disability. The variance must be consistent with the spirit, purpose and intent of the Duplin County UDO.

Vegetative Screen. A strip of living plant material planted with species of trees and or shrubs that will provide a permanent, solid, continuous, opaque, visual screen extending from the surface of the ground to a minimum of six feet in height at maturity.

Violation. The failure of a structure, use, lot, situation, or other development to be fully compliant with the requirements of this Ordinance.

Visible. Capable of being seen without visual aid by a person of normal visual acuity.

Water Surface Elevation (WSE). The height, in relation to NAVD 1988, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

Watercourse. A lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

Zoning Map Amendment or Rezoning. This definition only applies if Duplin County adopts county-wide zoning in whole or in part. See NCGS 160D-102(34).

ARTICLE 3. ADMINISTRATIVE MECHANISMS

PART I. PLANNING BOARD

SECTION 301: MEMBERSHIP AND VACANCIES

Per NCGS 160D-301, the Planning Board shall consist of 5 members. All members will serve 2-year terms. The Duplin County Board of Commissioners may appoint *ex-officio* members as they determine needed. Vacancies occurring for reasons other than expiration of terms shall be filled as they occur for the period of the unexpired term. Faithful attendance at the meetings of the board is considered a pre-requisite for the maintenance of membership on the board. A vacancy shall exist on the Board if a member is absent from twenty-five (25) percent or more of the Board's meetings within a twelve (12) month period and said vacancy may be declared and filled by the Board of Commissioners. Before entering their duties, each member must take an oath of office in accordance with NCGS 160D-309.

SECTION 302: ORGANIZATION, RULES, MEETINGS, AND RECORDS

The Planning Board shall elect a chairman and other officer for their board as they deem necessary. The term of the chairman and other officers shall be one year, with eligibility for reelection. The Board shall adopt rules for the transaction of its business and discussions, findings and recommendations, which record shall be a public record, these adopted rules shall be maintained by the UDO Administrator and be posted to the Duplin County Government website per NCGS 160D-308. The Board shall schedule one meeting monthly, and all its meetings shall be open to the public. There shall be a quorum of 3 members for the purpose of taking any official action required by this ordinance.

SECTION 303: DUTIES

The Planning Board has been assigned the following duties per NCGS 160D-301(b):

(A) To prepare, review, maintain, monitor, and periodically update and recommend to the Board of Commissioners a comprehensive plan, and such other plans as deemed appropriate, and conduct ongoing related research, data collection, mapping, and analysis.

(B) To facilitate and coordinate citizen engagement and participation in the planning process.

(C) To develop and recommend policies, ordinances, development regulations, administrative procedures, and other means for carrying out plans in a coordinated and efficient manner.

(D) To advise the Board of Commissioners concerning the implementation of plans, including, but not limited to, review and comment on all zoning text and map amendments (as applicable) as required by NCGS 160D-604.

(E) To exercise any functions in the administration and enforcement of various means for carrying out plans that the Board of Commissioners may direct.

(F) To provide a preliminary forum for review of quasi-judicial decisions, provided that no part of the forum or recommendation may be used as a basis for the decision made by the Board of Adjustment.

(G) To perform any other related duties that the Board of Commissioners may direct.

SECTION 304: BASIC STUDIES

As background for its comprehensive plan and any ordinances it may prepare, the Planning Board may gather maps and aerial photographs of man-made and natural physical features of the area, statistics on past trends and present conditions with respect to population, property values, the economic base of the area, land use, and such other information as is important or likely to be important in determining the amount, direction, and kind of development to be expected In the area and its various parts.

In addition, the Planning Board may make, cause to be made, or obtain special studies on the location, condition, and adequacy of specific facilities, which may include but are not limited to studies of housing; commercial and industrial facilities; parks, playgrounds, and recreational facilities; public and private utilities; and traffic, transportation, and parking facilities.

All county officials shall, upon request, furnish to the Planning Board such available records or information as it may require in its work. The Board or its agents may, in the performance of its official duties, enter upon lands and make examinations or surveys and maintain necessary monuments thereon.

SECTION 305: LAND USE PLAN

The Land Use Plan, with the accompanying maps, charts, and descriptive matter, shall be and show the Planning Board's recommendations to the Board of Commissioners for the development of the county's planning jurisdiction, including, among other things, the general location, character, and extent of streets, bridges, boulevards, parkways, playgrounds, squares, parks, aviation fields, and other public ways, grounds, and open spaces; the general location and extent of public utilities and terminals, whether publicly or privately owned or operated, for water, light, sanitation, transportation, communication, power, and other purposes; the removal, relocation, widening, narrowing, vacating, abandonment, change of use, or extension of any of the foregoing ways, buildings, grounds, open spaces, property, utilities, or terminals; the most desirable pattern of land use within the area including areas for residential uses, for farming and forestry, for manufacturing and industrial uses, for commercial uses, for recreational uses, for open spaces, and for mixed uses.

The plan and any ordinances or other measures to effectuate it shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the county which will, in accordance with present and future needs, best promote health, safety, morals, and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provisions for traffic, the promotion of safety from fire and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of

population, the promotion of good civic design and arrangement, wise and efficient expenditure of public funds, and the adequate provision of public utilities, services, and other public requirements and the improvement of the community social and economic attributes.

SECTION 306: ZONING ORDINANCE

The Planning Board may prepare and submit to the Board of Commissioners for its consideration and possible adoption of a zoning ordinance, in part or in whole, to be made part of the Duplin County UDO, for the control of height, area, bulk, location and use of buildings and premises in the area, in accordance with NCGS 160D-701. Pursuant to NCGS 160D-501, Duplin County must reasonably maintain a comprehensive plan or land-use plan to adopt and enforce zoning.

The Planning Board may initiate, from time to time, proposals for amendment of the zoning ordinance, based upon its studies and land use plan. In addition, it shall review and make recommendations to the Board of Commissioners concerning all proposed amendments to the zoning ordinance.

SECTION 307: SUBDIVISION REGULATIONS

The Planning Board shall review, from time to time, the need for regulations for the control of land subdivision in the area and submit to the Board of Commissioners its recommendations, if any, for adoption or revision of said regulations.

The Planning Board shall review and make recommendations to the Board of Commissioners concerning all proposed plats of land subdivision.

SECTION 308: PUBLIC FACILITIES

The Planning Board shall review with the county officials and report as recommendations to the Board of Commissioners upon the extent, location and design of all public structures and facilities, and on the acquisition and disposal of public properties. However, in the absence of a recommendation from the Planning Board, the Board of Commissioners may if it deems wise, after the expiration of the 30 days from the date on which the question has been submitted in writing to the Planning Board for review and recommendation, take final action.

SECTION 309: MISCELLANEOUS POWERS AND DUTIES

The Planning Board may conduct such public hearings as may be required to gather information necessary for the drafting, establishment, and maintenance of the comprehensive plan. Before adopting any such plan, it shall hold at least one public hearing thereon.

The Planning Board shall have the power to promote public interest in and an understanding of its recommendations, and to that end it may publish and distribute copies of its recommendations and may employ such other means of publicity and education as it may determine.

Members or employees of the Planning Board, when duly authorized by the Planning Board, may attend planning conferences or meetings of planning institutes or hearings upon pending planning legislation.

SECTION 310: ANNUAL REPORT OF ACTIVITIES AND ANALYSIS OF EXPENDITURES AND BUDGET REQUEST FOR ENSUING FISCAL YEAR

The Planning Board shall, in May of each year, submit in writing to the Board of Commissioners a written report of its activities, an analysis of the expenditures to date for the current fiscal year, and, for review and approval, its requested budget of funds needed for operation during the ensuing fiscal year.

The Planning Board is authorized to receive contributions from private agencies and organizations or from individuals, in addition to any sums which may be appropriated for its use by the Board of Commissioners. It may accept and disburse such contributions for special purposes or projects, subject to any specific conditions in which it deems acceptable, whether or not such projects are included in the approved budget.

The Planning Board is authorized to appoint such committees and employees, and to authorize such expenditures, as it may see fit, subject to limitations of funds provided for the Planning Board by the Board of Commissioners in the county's annual budget.

PART II. BOARD OF ADJUSTMENT

SECTION 311: ESTABLISHMENT

The Board shall consist of five (5) members and two (2) alternate members who shall be citizens and residents of Duplin County, holding no other public office under the county government, and shall be appointed by the Board of County Commissioners.

(A) All members will be appointed for staggered terms of three years, to serve in accordance with the County Commissioners' policy on boards and commissions then in effect.

(B) Alternate members shall be appointed for the same term, at the same time, and in the same manner as regular members. Each alternate member serving on behalf of any regular member has all the powers and duties of a regular member when required to serve.

(C) All appointments to fill vacancies shall be for the unexpired period of the term.

(D) All appointed members shall, before entering their duties, qualify by taking an oath of office.

SECTION 312: CHAIRMAN OF THE BOARD

The Board shall elect one (1) of the members as Chairman and another as Vice-Chairman who shall serve for one (1) year, with eligibility for re-election. The UDO Administrator shall serve as secretary to the Board of Adjustment. The Chairman or any member temporarily acting as Chairman may administer oaths to witnesses coming before the Board.

SECTION 313: ORGANIZATION, RULES, MEETING, AND RECORDS

It shall be the duty of the Board of Adjustment, in general:

(A) The Board shall hold meetings in accordance with its rules of procedure for the purpose of transacting its duties assigned in this Ordinance and shall maintain a public record of its actions.

(B) Rules of procedure shall be adopted by the Board for the conduct of its business and for the election of officers. The County Commissioners shall approve the Board's rules of procedure and any amendments prior to implementation.

(C) All meetings held by the Board shall be held in accordance with the North Carolina open meetings law.

(D) The Board shall keep minutes of its proceedings suitable for judicial review showing:

(1) The factual evidence presented to the Board by all parties concerned;

(2) The findings of fact and the reasons for the determinations by the Board; and

(3) The vote of each member or notation of any member absent or failing to vote, all of which shall be public record and filed with the secretary to the Board.

SECTION 314: DUTIES

The Board shall hear and decide all matters upon which it is required to pass under any statute or development regulation.

The concurring vote of four-fifths of the board shall be necessary to grant a variance. A majority of the members shall be required to decide any other quasi-judicial matter or to determine an appeal made in certiorari. Vacant positions on the Board and members who are disqualified from voting on the quasi-judicial matter shall not be considered members of the board for calculations of the requisite majority if there are no qualified alternates available to take the place of such members.

SECTION 315: COMPENSATION

Members of the Board of Adjustment shall serve without compensation and may be removed by the County Commissioners at any time for any reason.

PART III. ADMINISTRATIVE STAFF

SECTION 316: AUTHORITY

In accordance with NCGS Section 160D-402, the County may appoint administrators, inspectors, enforcement officers, planners, technicians, and other staff to develop, administer, and enforce this Ordinance. The person or persons to whom these functions are assigned shall be referred to in this Ordinance as the UDO Administrator.

SECTION 317: DUTIES

Duties assigned to staff may include, but are not limited to, drafting and implementing plans and development regulations to be adopted pursuant to this Ordinance; determining whether applications for development approvals are complete; receiving and processing applications for development approvals; providing notices of applications and hearings; making decisions and determinations regarding development regulation implementation; determining whether applications for development approvals meet applicable standards as established by law and the Duplin County UDO; conducting inspections; issuing or denying certificates of compliance or occupancy; enforcing development regulations, including issuing notices of violation, orders to correct violations, and recommending bringing judicial actions against actual or threatened violations; keeping adequate records; and any other actions that may be required in order adequately to enforce the laws and development regulations of Duplin County. A development regulation may require that designated staff members take an oath of office. Duplin County shall have the authority to enact ordinances, procedures, and fee schedules relating to the administration and the enforcement of this UDO per NCGS 160D-402(b). The administrative and enforcement provisions related to building permits set forth in Article 11 of Chapter 160D shall be followed for those permits.

PART IV. BOARD OF COMMISSIONERS

SECTION 318: DUTIES

The Board of Commissioners shall have the following powers and duties to be carried out in accordance with these regulations which include, but are not limited to, the following:

(A) To initiate and make amendments to the text of these regulations.

(B) To hear, review, and adopt or reject amendments to the text of these regulations.

(C) To hear matters deferred to them by the Planning Board or as this UDO dictates that they hear them.

(D) To adopt temporary moratoria on any County development approval required by law, per NCGS 160D-107.

SECTION 319: RULES OF CONDUCT

(A) The Board of Commissioners, in considering special use permit applications, acts in a quasi-judicial capacity and, accordingly, is required to observe the procedural requirements set forth in this UDO.

(B) In considering proposed changes in the text of this UDO, the Board of Commissioners acts in its legislative capacity and must proceed in accordance with the requirements set forth in this UDO.

(C) Unless specifically indicated and written otherwise in this UDO, the Board of Commissioners shall follow the regular voting and other requirements as set forth in this UDO.

PART V. CONFLICTS OF INTEREST

SECTION 320: GOVERNING BOARD

A Duplin County Board of Commissioners member shall not vote on any legislative decision regarding a development regulation adopted pursuant to NCGS 160D where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. A Board of Commissioners member shall not vote on any text amendment if the applicant is a person with whom the member has a close familial, business, or other associational relationship.

SECTION 321: APPOINTED BOARDS

Members of appointed boards Shall not vote on any advisory or legislative decision regarding a development regulation adopted pursuant to NCGS 160D where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. An appointed board member shall not vote on any text amendment if the applicant is a person with whom the member has a close familial, business, or other associational relationship.

SECTION 322: ADMINISTRATIVE STAFF

(A) No staff member shall make a final decision on an administrative decision required by this Ordinance if the outcome of that decision would have a direct, substantial, and readily identifiable financial impact on the staff member of if the applicant or other person subject to that decision is a person with whom the staff member has a close familial, business, or other associational relationship. If a staff member has a conflict of interest under this section, the decision shall be assigned to the supervisor of the staff person, or such other staff person as may be designated by this UDO.

(B) No staff member shall be financially interested or employed by a business that is financially interested in a development subject to regulation under this UDO unless the staff member is the owner of the land or building involved. No staff member or other individual or an employee of a company contracting with the County to provide staff support shall engage in any work that is

inconsistent with his or her duties or with the interest of the County, as determined by the County.

SECTION 323: QUASI-JUDICIAL DECISIONS

A member of any board exercising quasi-judicial functions pursuant to this Ordinance shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed *ex parte* communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter.

SECTION 324: RESOLUTION OF OBJECTION

If an objection is raised to a board member's participation at or prior to the hearing or vote on that matter, and that member does not recuse himself or herself, the remaining members of the board shall by majority vote rule on the objection.

SECTION 325: FAMILIAL RELATIONSHIP

For purposes of this Part, a close familial relationship means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships.

ARTICLE 4. ADMINISTRATIVE REVIEW PROCEDURES

PART I. PROCEDURE FOR ADOPTING, AMENDING, OR REPEALING THIS UDO

SECTION 401: NOTICE OF HEARING ON PROPOSED AMENDMENTS

(A) Hearing with Published Notice. Before adopting, amending, or repealing any ordinance or development regulation authorized by NCGS Chapter 160D, the County Board of Commissioners shall hold a legislative hearing. A notice of the hearing shall be given once a week for two successive calendar weeks in a newspaper having general circulation in the area. The notice shall be published the first time not less than 10 days nor more than 25 days before the date scheduled for the hearing. In computing such period, the day of publication is not to be included but the day of the hearing shall be included.

(B) A development regulation adopted pursuant to NCGS Chapter 160D shall be adopted by ordinance.

(C) No amendment to zoning regulations or a zoning map that down-zones property shall be initiated, nor shall it be enforceable without the written consent of all property owners whose property is the subject of the down-zoning amendment, unless the down-zoning amendment is initiated by the County.

SECTION 402: CITIZEN COMMENT

Subject to the limitations of this Ordinance, zoning regulations may from time to time be amended, supplemented, changed, modified, or repealed. If any resident or property owner in the County submits a written statement regarding a proposed amendment, modification, or repeal to a zoning regulation, including a text or map amendment, to the Clerk to the Board at least two business days prior to the proposed vote on such change, the Clerk to the Board shall deliver such written statement to the Board of Commissioners. If the proposed change is the subject of a quasi-judicial proceeding under NCGS Chapter 160D-705 or any other statute, the Clerk to the Board shall provide only the names and addresses of the individuals providing written comment, and the provision of such names and addresses to all members of the Board shall not disqualify any member of the Board from voting.

SECTION 403: PLANNING BOARD REVIEW, COMMENT, AND APPROVAL

(A) Initial Zoning (NCGS 160D-604). In order to exercise zoning powers conferred by NCGS 160D for the first time, the Planning Board shall prepare or shall review and comment upon a proposed zoning regulation, including the full text of the regulation and maps showing proposed district boundaries. The Planning Board may hold public meetings and legislative hearings in the course of preparing the regulation. Upon completion, the Planning Board shall make a written recommendation regarding adoption of the regulation to the Board of Commissioners. The Board of Commissioners shall not hold its required hearing or take action until it has received a

recommendation regarding the regulation from the Planning Board. Following its required hearing, the Board of Commissioners may refer the regulation back to the Planning Board for any further recommendations that the board may wish to make prior to final action by the Board of Commissioners in adopting, modifying and adopting, or rejecting the regulation.

(B) Review of Other Ordinances and Actions. Any development regulations other than a zoning regulation that is proposed to be adopted pursuant to NCGS Chapter 160D may be referred to the Planning Board for review and comment. Any development regulation other than a zoning regulation may provide that future proposed amendments of that ordinance be submitted to the Planning Board for review and comment. Any other action proposed to be taken pursuant to NCGS Chapter 160D may be referred to the Planning Board for review and comment.

(C) Plan Consistency. When conducting a review of proposed zoning text or map amendments pursuant to this section, the Planning Board shall advise and comment on whether the proposed action is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The Planning Board shall provide a written recommendation to the Board of Commissioners that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the Board of Commissioners. If a zoning map amendment qualifies as a "large-scale rezoning" under NCGS 160D-602(b), the Planning Board statement describing plan consistency may address the overall rezoning and describe how the analysis and policies in the relevant adopted plans were considered in the recommendations made.

(D) Separate Board Required. Notwithstanding the authority to assign duties of the Planning Board to the Board of Commissioners as provided by this Ordinance, the review and comment required by this section shall not be assigned to the Board of Commissioners and must be performed by a separate board.

(E) Planning Board Approval. The Planning Board serves as the primary review and approval board for decisions regarding subdivision, manufactured home and travel trailer parks, junkyard and salvage yards, and solar energy generating facilities. The Planning Board may defer to the Board of Commissioners to grant final approval as provided elsewhere in this UDO. The Planning Board may also determine a Special Use Permit is needed as provided in this UDO.

SECTION 404: BOARD OF COMMISSIONERS STATEMENT REQUIRED

(A) Plan Consistency. When adopting or rejecting any zoning text or map amendment, the Board of Commissioners shall approve a brief statement describing whether its action is consistent or inconsistent with the Duplin County Land Use Plan. The requirement for a plan consistency statement may also be met by a clear indication in the minutes of the Board of Commissioners that at the time of action on the amendment the Board was aware of and considered the Planning Board's recommendations and any relevant portions of the Duplin County Land Use

Plan. If a zoning map amendment is adopted and the action was deemed inconsistent with the adopted plan, the zoning amendment shall have the effect of also amending any future land use map in the approved plan, and no additional application or fee for a plan amendment shall be required. A plan amendment and a zoning amendment may be considered concurrently. The plan consistency amendment is not subject to judicial review. If a zoning map amendment qualifies as a "large scale rezoning" per NCGS 160D-602(b), the Board of Commissioners statement describing plan consistency may address the overall rezoning and describe how the analysis and policies in the relevant adopted plans were considered in the action taken.

(B) Additional Reasonableness Statement for Rezonings. When adopting or rejecting any petition for a zoning map amendment, a statement analyzing the reasonableness of the proposed rezoning shall be approved by the Board of Commissioners. This statement of reasonableness may consider, among other factors, (i) the size, physical condition, and other attributes of the area proposed to be rezoned, (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community, (iii) the relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment, (iv) why the action taken is in the public interest; and (v) any changed conditions warranting the amendment. If a zoning map amendment qualifies as a "large-scale rezoning" per NCGS 160D-602(b), the Board of Commissioners statement on reasonableness may address the overall rezoning.

(C) Single Statement Permissible. The statement of reasonableness and the plan consistency statement required by this section may be approved as a single statement.

PART II. MORATORIA

SECTION 405: AUTHORITY

In accordance with NCGS 160D-107, Duplin County may adopt temporary moratoria on any development approval required by law, except for the purpose of developing and adopting new or amended plans or development regulations governing residential uses. The duration of any moratorium shall be reasonable in light of the specific conditions that warrant imposition of the moratorium and may not exceed the period of time necessary to correct, modify, or resolve such conditions.

PART III. VESTED RIGHTS AND PERMIT CHOICE

SECTION 406: FINDINGS

County approval of development typically follows significant investment in site evaluation, planning, development costs, consultant fees, and related expenses. Therefore, it is necessary and desirable to provide for the establishment of certain vested rights in order to ensure reasonable certainty, stability, and fairness in the development regulation process, secure reasonable expectations of landowners, and foster cooperation between the public and private sectors in land-use planning and development regulation.

SECTION 407: PERMIT CHOICE

If an application made in accordance with this UDO is submitted for a development approval required pursuant to this Ordinance and a development regulation changes between the time the application was submitted and a decision is made, the applicant may choose which version of the development regulation will apply to the application. If the development permit applicant chooses the version of the rule or ordinance applicable at the time of the permit application, the development permit applicant shall not be required to await the outcome of the amendment to the rule, map, or ordinance prior to acting on the development permit. This section applies to all development approvals issued by the State and by local governments. The duration of vested rights created by development approvals are as set forth in Types and Duration of Statutory Vested Rights.

SECTION 408: PROCESS TO CLAIM VESTED RIGHT

A person claiming a statutory or common law vested right may submit information to substantiate that claim to the UDO Administrator, who shall make an initial determination as to the existence of the vested right. The UDO Administrator's determination may be appealed under NCGS 160D-405. On appeal the existence of a vested right shall be reviewed *de novo*. In lieu of seeking such a determination, a person claiming a vested right may bring an original civil action as provided in NCGS 160D-405(c).

SECTION 409: TYPES AND DURATION OF STATUTORY VESTED RIGHTS

Except as provided by this section and subject to Permit Choice, amendments to this Ordinance shall not be applicable or enforceable with regard to development that has been permitted or approved pursuant to this Ordinance so long as one of the approvals listed in this subsection remains valid and unexpired. Each type of vested right listed below is defined by and is subject to the limitations provided in this section and the cited statutes. Vested rights established under this section are not mutually exclusive. The establishment of vested rights under one subsection does not preclude vesting under one or more other subsections or by common law principles.

(A) Six Months - Building Permits. Pursuant to NCGS 160D-1110, a building permit expires six (6) months after issuance unless work under the permit has commenced. Building permits also expire if work is discontinued for a period of twelve (12) months after work has commenced.

(B) One Year - Other Local Development Approvals. Pursuant to NCGS 160D-403(c), unless otherwise specified by this section, statute, or Duplin County UDO, all other local development approvals expire one year after issuance unless work has substantially commenced. Expiration of a local development approval does not affect the duration of a vested right established as a site-specific vesting plan, a multiphase development plan, a development agreement, or vested rights established under common law.

(C) Two to Five Years - Site Specific Vesting Plans.

(1) Duration. A vested right for a site-specific vesting plan shall remain vested for a period of two years. This vesting shall not be extended by any amendments or modifications to a site-specific vesting plan unless expressly provided by the County. The County may provide that rights regarding a site specific vesting plan shall be vested for a period exceeding two years, but not exceeding five years if warranted by the size and phasing of development, the level of investment, the need for the development, economic cycles, and market conditions or other considerations. This determination shall be made at the discretion of the County and shall be made following the process specified by subsection (3) below for the particular form of a site-specific vesting plan involved.

(2) Relationship to Building Permits. A right vested as provided in this subsection shall terminate at the end of the applicable vesting period with respect to buildings and uses for which no valid building permit applications have been filed. Upon issuance of a building permit, the provisions of NCGS 160D-1110 and 160D-1113 shall apply, except that the permit shall not expire or be revoked because of the running of time while a vested rights under this section exists.

(3) Requirements for Site Specific Vesting Plans. For the purposes of this section, a "site-specific vesting plan" means a plan submitted to the County describing with reasonable certainty the type and intensity of use for a specific parcel or parcels of property. The plan may be in the form of, but not be limited to, any of the following plans or approvals: a planned unit development plan, a subdivision plat, a site plan, a preliminary or general development plan, a special use permit, a conditional zoning, or any other development approval as may be used by the County. Unless otherwise expressly provided by the County, the plan shall include the approximate boundaries of the site; significant topographical and other natural features effecting development of the site; the approximate location on the site of the proposed buildings, structures, and other improvements; the approximate dimensions, including height, of the proposed buildings and other structures; and the approximate location of all existing and proposed infrastructure on the site, including water, sewer, roads, and pedestrian walkways. Duplin County uses existing development approvals, such as a final plat, a preliminary plan, a special use permit, a sketch plan, or a site plan to approve a site-specific vesting plan. A variance shall not constitute a "site specific vesting plan," and approval of a site-specific vesting plan with the condition that a variance be obtained shall not confer a vested right unless and until the necessary variance is obtained. If a sketch plan or other document fails to describe with reasonable certainty the type and intensity of use for a specified parcel or parcels of property, it may not constitute a site-specific vesting plan.

(4) Process for Approval and Amendment of Site-Specific Vesting Plans. If a site-specific vesting plan is based on an approval required by the Duplin County UDO, the County shall provide whatever notice and hearing is required for that underlying approval. If the

duration of the underlying approval is less than two years, that shall not affect the duration of the site-specific vesting established by this subsection. If the site-specific vesting plan is not based on such an approval, a legislative hearing with notice as required by NCGS 160D-602 shall be held. The County may approve a site-specific vesting plan upon such terms and conditions as may reasonably be necessary to protect the public health, safety, and welfare. Such conditional approval shall result in a vested right, although failure to abide by such terms and conditions will result in a forfeiture of vested rights. The County shall not require a landowner to waive vested rights as a condition of developmental approval. A site-specific vesting plan shall be deemed approved upon the effective date of the County's decision approving the plan or such other date as determined by the Board of Commissioners upon approval. An approved site-specific vesting plan and its conditions may be amended with the approval of the owner and the County as follows: Any substantial modification must be reviewed and approved in the same manner as the original approval; minor modifications may be approved by staff if such are defined and authorized by local regulation.

(D) Seven Years - Multi-phase Developments. A multi-phased development shall be vested for the entire development with the Unified Development Ordinance in place at the time a site plan approval is granted for the initial phase of the multi-phased development. This right shall remain vested for a period of seven years from the time a site plan approval is granted for the initial phase of the multi-phased development. For the purposes of this subsection, "multi-phased development" means a development containing 25 acres of more that (i) is submitted for site plan approval for construction to occur in more than one phase and (ii) is subject to a master development plan with committed elements, including a requirement to offer land for public use as a condition of its master development plan approval.

(E) Indefinite - Development Agreements. A vested right of reasonable duration may be specified in a development agreement approved under Part IV of this Article.

SECTION 410: CONTINUING REVIEW

Following approval or conditional approval of a statutory vested right, the County may make subsequent reviews and require approvals by the County to ensure compliance with the terms and conditions of the original approval, provided that such reviews and approvals are not inconsistent with the original approval. The County may revoke the original approval for failure to comply with applicable terms and conditions of the original approval or the applicable Duplin County UDO.

SECTION 411: EXCEPTIONS

(A) A vested right, once established as provided for by this article precludes any action by Duplin County that would change, alter, impair, prevent, diminish, or otherwise delay the development or use of the property as set forth in an approved vested right, except:

(1) With the written consent of the affected landowner;

(2) Upon findings, after notice and an evidentiary hearing, that natural or man-made hazards on or in the immediate vicinity of the property, if uncorrected, would pose a serious threat to the public health, and safety, and welfare if the project were to proceed as contemplated in the approved vested right;

(3) To the extent that the affected landowner receives compensation for all costs, expenses, and other losses incurred by the landowner, including, but not limited to, all fees paid in consideration of financing, and all architectural, planning, marketing, legal, and other consultant's fees incurred after approved by the County, together with interest as is provided in this article. Compensation shall not include any diminution in the value of the property that is caused by such action;

(4) Upon findings, after notice and an evidentiary hearing, that the landowner or his representative intentionally supplied inaccurate information or made material misrepresentations that made a difference in the approval by the County of the vested right; or

(5) Upon the enactment or promulgation of a State or Federal law or regulation that precludes development as contemplated in the approved vested right, in which case the County may modify the affected provisions, upon a finding that the change in State or Federal law has a fundamental effect on the plan, after notice and an evidentiary hearing.

(B) The establishment of a vested right under this article, shall not preclude the application of overlay zoning or other development regulation that imposes additional requirements but does not affect the allowable type or intensity of use, or ordinances or regulations that are general in nature and are applicable to all property subject to development regulation by the County including, but not limited to, building, fire, plumbing, electrical, and mechanical codes. Otherwise, applicable new regulations shall become effective with respect to property that is subject to a vested right established under this section upon the expiration or termination of the vested rights period provided for in this section.

(C) Notwithstanding any provision of this section, the establishment of a vested right under this section shall not preclude, change or impair the authority of the County to adopt and enforce development regulation provisions governing nonconforming situations or uses.

SECTION 412: MISCELLANEOUS PROVISIONS

(A) A vested right obtained under this section is not a personal right but shall attach to and run with the applicable property. After approval of a vested right under this section, all successors to the original landowner shall be entitled to exercise such rights.

(B) Nothing in this section shall preclude judicial determination, based on common law principles or other statutory provisions, that a vested right exists in a particular case or that a compensable taking has occurred. Except as expressly provided in this section, nothing in this section shall be construed to alter the existing common law.

PART IV. DEVELOPMENT AGREEMENTS

SECTION 413: AUTHORIZATION

(A) In accordance with NCGS 160D-1001, Duplin County finds:

(1) Development projects often occur in multiple phases over several years, requiring a long-term commitment of both public and private resources.

(2) Such developments often create community impacts and opportunities that are difficult to accommodate within traditional zoning processes and land use regulations.

(3) Because of their scale and duration, such projects often require careful coordination of public capital facilities planning, financing, and construction schedules and phasing of the private development.

(4) Such projects involve substantial commitments of private capital which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of the development.

(5) Such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.

(6) To better structure and manage development approvals for such developments and ensure their proper integration into local capital facilities programs, the County needs flexibility to negotiate such developments.

(B) The County may enter into development agreements with developers, subject to the procedures of this Part. In entering into such agreements, the County may not exercise any authority or make any commitment not authorized by general or local act and may not impose any tax or fee not authorized by otherwise applicable law.

(C) This Part is supplemental to the powers conferred upon the County and does not preclude or supersede rights and obligations established pursuant to other law regarding development approvals, site-specific vesting plans, phased vesting plans, or other provisions of law. A development agreement shall not exempt the property owner or developer from compliance with the State Building Code or State or local housing codes that are not part of the County's development regulations. When the Board of Commissioners approves the rezoning of any property associated with a development agreement executed and recorded pursuant to this Part, the provisions of Section 404 apply.

(D) Development authorized by a development agreement shall comply with all applicable laws, including all ordinances, resolutions, regulations, permits, policies, and laws affecting the development of property, including laws governing permitted uses of the property, density, intensity, design, and improvements.

SECTION 414: DEVELOPMENT AGREEMENT DEFINITIONS

The following definitions apply in this part:

(A) Development. The planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into two or more parcels. When appropriate to the context, "development" refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(B) Public Facilities. Major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

SECTION 415: BOARD OF COMMISSIONERS APPROVAL REQUIRED

(A) Duplin County may establish procedures and requirements, as provided in this Part, to consider and enter into development agreements with developers. A development agreement must be approved by the Board of Commissioners following the procedures specified in Section 418.

(B) The development agreement may, by ordinance, be incorporated, in whole or in part, into any development regulation adopted by the County. A development agreement may be considered concurrently with a zoning map or text amendment affecting the property and development subject to the development agreement. A development agreement may be concurrently considered with and incorporated by reference with a sketch plan or preliminary plan required under a subdivision regulation or a site plan or other development approval required under a zoning regulation. If incorporated into a conditional district, the provisions of the development agreement shall be treated as a development regulation in the event of the developer's bankruptcy.

SECTION 416: SIZE AND DURATION

Duplin County may enter into a development agreement with a developer for the development of property as provided in this Part for developable property of any size. Development agreements shall be of a reasonable term specified in the agreement.

SECTION 417: PUBLIC HEARING

Before entering into a development agreement, the County shall conduct a legislative hearing on the proposed agreement. The notice provisions of Section 401(A) shall be followed for this hearing. The notice for the public hearing must specify the location of the property subject to the development

agreement, the development uses proposed on the property, and must specify a place where a copy of the proposed development agreement can be obtained.

SECTION 418: CONTENT & MODIFICATION

(A) A development agreement shall, at a minimum, include all of the following:

(1) A description of the property subject to the agreement and the names of its legal and equitable property owners.

(2) The duration of the agreement. However, the parties are not precluded from entering into subsequent development agreements that may extend the original duration period.

(3) The development uses permitted on the property, including population densities, and building types, intensities, placement on the site, and design.

(4) A description of public facilities that will serve the development, including who provides the facilities, the date any new public facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development. In the event that the development agreement provides that the Town shall provide certain public facilities, the development agreement shall provide that the delivery date of such public facilities will be tied to successful performance by the developer in implementing the proposed development, such as meeting defined completion percentages or other performance standards.

(5) A description, where appropriate, of any reservation or dedication of land for public purposes and any provisions agreed to by the developer that exceed existing laws related to protection of environmentally sensitive property.

(6) A description, where appropriate, of any conditions, terms, restrictions, or other requirements for the protection of public health, safety, or welfare.

(7) A description, where appropriate, of any provisions for the preservation and restoration of historic structures.

(B) A development agreement may also provide that the entire development or any phase of it be commenced or completed within a specified period of time. If required by ordinance or in the agreement, the development agreement shall provide a development schedule, including commencement dates and interim completion dates at no greater than five-year intervals; provided, however, the failure to meet a commencement or completion date shall not, in and of itself, constitute a material breach of the development agreement pursuant to Section 420 but must be judged based upon the totality of the circumstances. The developer may request a modification in the dates as set forth in the agreement.

(C) If more than one local government is made party to an agreement, the agreement must specify which local government is responsible for the overall administration of the development agreement. A local or regional utility authority may also be made a party to the development agreement.

(D) The development agreement also may cover any other matter, including defined performance standards, not inconsistent with this Ordinance. The development agreement may include mutually acceptable terms regarding provision of public facilities and other amenities and the allocation of financial responsibility for their provision, provided any impact mitigation measures offered by the developer beyond those that could be required by the local government pursuant to NCGS 160D-804 shall be expressly enumerated within the agreement, and provided the agreement may not include a tax or impact fee not otherwise authorized by law.

(E) Consideration of a proposed major modification of the agreement shall follow the same procedures as required for initial approval of a development agreement. What changes constitute a major modification may be determined by ordinance adopted pursuant to Section 415 or as provided for in the development agreement.

(F) Any performance guarantees under the development agreement shall comply with the Performance Guarantee language located in Article 6, Subdivision Regulations.

SECTION 419: VESTING

(A) Unless the development agreement specifically provides for the application of subsequently enacted laws, the laws applicable to development of the property subject to a development agreement are those in force at the time of execution of the agreement.

(B) Except for grounds specified in Section 420, the County may not apply subsequently adopted ordinances or development policies to a development that is subject to a development agreement.

(C) In the event State or Federal law is changed after a development agreement has been entered into and the change prevents or precludes compliance with one or more provisions of the development agreement, the County may modify the affected provisions, upon a finding that the change in State or Federal law has a fundamental effect on the development agreement.

(D) This section does not abrogate any vested rights otherwise preserved by law.

SECTION 420: BREACH AND CURE

(A) Procedures established pursuant to Section 415 may require periodic review by the UDO Administrator, Planning Board, or other appropriate officer of the County, at which time the developer shall demonstrate good-faith compliance with the terms of the development agreement.

(B) If the County finds and determines that the developer has committed a material breach of the agreement, the County shall notify the developer in writing setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination and providing the developer a reasonable time in which to cure the material breach.

(C) If the developer fails to cure the material breach within the time given, then the County unilaterally may terminate or modify the development agreement, provided the notice of termination or modification may be appealed to the Board of Adjustment in the manner provided by Section 425.

(D) An ordinance adopted pursuant to Section 415 or the development agreement may specify other penalties for breach in lieu of termination, including, but not limited to, penalties allowed for violation of a development regulation. Nothing in this Article shall be construed to abrogate or impair the power of the County to enforce applicable law.

(E) A development agreement shall be enforceable by any party to the agreement notwithstanding any changes in the development regulations made subsequent to the effective date of the development agreement. Any party to the agreement may file an action for injunctive relief to enforce the terms of a development agreement.

SECTION 421: AMENDMENT OR TERMINATION

Subject to the provisions of Section 418(E), a development agreement may be amended or terminated by mutual consent of the parties.

SECTION 422: CHANGE OF JURISDICTION

(A) Except as otherwise provided by this Article, any development agreement entered into by the County before the effective date of a change of jurisdiction shall be valid for the duration of the agreement or eight years from the effective date of the change in jurisdiction, whichever is earlier. The parties to the development agreement and the County assuming jurisdiction have the same rights and obligations with respect to each other regarding matters addressed in the development agreement as if the property had remained in the previous jurisdiction.

(B) The County, in assuming jurisdiction, may modify or suspend the provisions of the development agreement if the County determines that the failure of the County to do so would place the residents of the territory subject to the development agreement or the residents of the County, or both, in a condition dangerous to their health or safety, or both.

SECTION 423: RECORDATION

The developer shall record the agreement with the Duplin County Register of Deeds within 14 days after the County and developer execute an approved development agreement. No development approvals may be issued until the development agreement has been recorded. The burdens of the development

agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

SECTION 424: APPLICABILITY OF PROCEUDRES TO APPROVE DEBT

In the event that any of the obligations of the County in the development agreement constitute debt, the County shall comply, at the time of the obligation to incur the debt and before the debt becomes enforceable against the County, with any applicable constitutional and statutory procedures for the approval of this debt.

PART V. APPEALS, VARIANCES, AND INTERPRETATIONS

SECTION 425: APPEALS OF ADMINISTRATIVE DECISIONS (NCGS 160D-405)

(A) Standing. Any person who has standing under NCGS 160D-1402(c) or the County may appeal an administrative decision to the Board of Adjustment. An appeal is taken by filing a notice of appeal with the UDO Administrator. The notice of appeal shall state the grounds for the appeal. A notice of appeal shall be considered filed with the UDO Administrator when delivered to the Duplin County Planning Department, and the date and time of filing shall be entered on the notice by the county staff.

(B) Judicial Challenge. A person with standing may bring a separate and original civil action to challenge the constitutionality of the Ordinance or that it is ultra vires, preempted, or otherwise in excess of statutory authority without filing an appeal under subsection (A).

(C) Notice of Decision. The official who made the decision shall give written notice to the owner of the property that is the subject of the decision and to the party who sought the decision, if different from the owner. The written notice shall be delivered by personal delivery, electronic mail, or by first-class mail.

(D) Time to Appeal. The owner or other party shall have 30 days from receipt of the written notice of the determination within which to file an appeal. Any other person with standing to appeal shall have 30 days from receipt from any source of actual or constructive notice of the determination within which to file an appeal. In the absence of evidence to the contrary, notice pursuant to NCGS Chapter 160D-403(b) given by first class mail shall be deemed received on the third business day following deposit of the notice for mailing with the United States Postal Service.

(E) Record of Decision. The official who made the decision shall transmit to the Board of Adjustment all documents and exhibits constituting the record upon which the decision appealed from is taken. The official shall also provide a copy of the record to the appellant and to the owner of the property that is the subject of the appeal if the appellant is not the owner.

(F) Stays. An appeal of a notice of violation or other enforcement order stays enforcement of the action appealed from and accrual of any fines assessed, unless the official who made the decision certifies to the Board of Adjustment after notice of appeal has been filed that because of the facts stated in an affidavit, a stay would cause imminent peril to life or property or because the violation is transitory in nature, a stay would seriously interfere with enforcement of the Ordinance. In that case, enforcement proceedings shall not be stayed except by a restraining order, which may be granted by a court. If enforcement proceedings are not stayed, the appellant may file with the official a request for an expedited hearing of the appeal, and the Board of Adjustment shall meet to hear the appeal within 15 days after such a request is filed. Notwithstanding the foregoing, appeals of decisions granting a development approval or otherwise affirming that a proposed use of property is consistent with the Ordinance shall not stay the further review of an application for development approvals to use such property; in these situations, the appellant or county may request and the Board may grant a stay of a final decision of development approval applications, including building permits affected by the issue being appealed.

(G) Alternative Dispute Resolution. The parties to an appeal that has been made under this section may agree to mediation or other forms of alternative dispute resolution.

(H) Subdivision Appeals. Subdivision appeals of Duplin County staff administrative decisions shall be handled in accordance with NCGS 160D-405. Appeals of decisions made by the Planning Board or Board of Commissioners shall be made in accordance with NCGS160D-1403(b)(1).

SECTION 426: VARIANCES

(A) An application for a variance shall be submitted to the Board of Adjustment by filing a copy of the application with the UDO Administrator. Applications shall be handled in the same manner as applications for development approvals in conformity with the provisions of Part IV Development Approvals.

(B) When unnecessary hardships would result from carrying out the strict letter of the Ordinance, the Board of Adjustment shall vary any of the provisions of the Ordinance upon a showing of all of the following:

(1) Unnecessary hardship would result from the strict application of the regulation. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.

(2) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to make reasonable accommodation under the Federal Fair Housing Act for a person with a disability. The Board of Adjustment may develop a

separate set of standards in instances where they are hearing an application for a reasonable accommodation.

(3) The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.

(4) The requested variance is consistent with the spirit, purpose, and intent of the regulation, such that public safety is secured, and substantial justice is achieved.

(C) No change in permitted uses may be authorized by variance. Appropriate conditions may be imposed on any variance, provided that the conditions are reasonably related to the variance. Any other development regulation that regulates land use or development may provide for variances from the provisions of those ordinances consistent with the provisions of this subsection.

(D) A variance may be issued for an indefinite duration or for a specified duration only.

(E) The nature of the variance and any conditions attached to it shall be entered on the face of the zoning permit, or the zoning permit may simply note the issuance of the variance and refer to the written record of the variance for further information. All such conditions are enforceable in the same manner as any other applicable requirement of this Ordinance.

SECTION 427: INTERPRETATIONS

Interpretations of the location of floodway and floodplain boundary lines may be made by the Administrator as provided in the Flood Damage Prevention Ordinance.

SECTION 428: REQUESTS TO BE HEARD EXPEDITIOUSLY

The Board shall hear and decide all applications, appeals, variance requests, and requests for interpretations as expeditiously as possible, consistent with the need to follow regularly established agenda procedures, provide notice in accordance with Quasi-Judicial Procedure Notice Requirements, and obtain the necessary information to make sound decisions.

SECTION 429: BURDEN OF PROOF IN APPEALS AND VARIANCES

(A) When an appeal is taken to the Board of Adjustment in accordance with Section 425, the Administrator shall have the initial burden of presenting to the Board sufficient evidence and argument to justify the order or decision appealed from. The burden of presenting evidence and argument to the contrary then shifts to the appellant, who shall also have the burden of persuasion.

(B) The burden of presenting evidence sufficient to allow the Board of Adjustment to reach the conclusions set forth in Section 426(B) as well as the burden of persuasion on those issues, remains with the applicant seeking the variance.

PART VI. QUASI-JUDICIAL PROCEDURES

SECTION 430: HEARING REQUIRED ON APPEALS AND APPLICATIONS

(A) Before making a decision on an appeal or an application for a variance or special use permit, or a petition from the planning staff to revoke a special use permit, the Board of Adjustment shall hold a hearing on the appeal or application.

(B) Subject to Subsection (C), the hearing shall be open to the public and all persons interested in the outcome of the appeal or application shall be given an opportunity to present evidence and arguments and ask questions of persons who testify. All persons presenting evidence or arguments shall be sworn in by the Chairperson prior to the presentation of any evidence or arguments (see Section 435: Oaths).

(C) The Board of Adjustment may place reasonable and equitable limitations on the presentation of evidence and arguments and the cross-examination of witnesses so that the matter at issue may be heard and decided without undue delay.

(D) The Board of Adjustment shall follow quasi-judicial procedures in determining appeals of administrative decisions, special use permits, variances, or any other quasi-judicial decision.

SECTION 431: QUASI-JUDICIAL PROCEDURE NOTICE REQUIREMENTS

The UDO Administrator shall give notice for any quasi-judicial hearing as required:

(A) Notice of evidentiary hearings conducted pursuant to this Article shall be mailed to the person or entity whose appeal, application, or request is the subject of the hearing; to the owner of the property that is the subject of the hearing if the owner did not initiate the hearing; to the owners of all parcels of land abutting the parcel of land that is the subject of the hearing; and to any other persons entitled to receive notice as provided by this Ordinance. In the absence of evidence to the contrary, the County must rely on the County tax listing to determine owners of property entitled to mailed notice. The notice must be deposited in the mail at least 10 days, but not more than 25 days, prior to the date of the hearing. Within that same time period, the County shall also prominently post a notice of the hearing on the site that is the subject of the hearing or on an adjacent street or highway right-of-way.

The Board may continue an evidentiary hearing that has been convened without further advertisement. If an evidentiary hearing is set for a given date and a quorum of the board is not then present, the hearing shall be continued until the next regular board meeting without further advertisement.

(B) The notice required by this section shall state the date, time, and place of the hearing, reasonably identify the lot that is the subject of the application or appeal and give a brief description of the action requested or proposed.

SECTION 432: ADMINISTRATIVE MATERIALS

The UDO Administrator shall transmit to the Board all applications, reports, and written materials relevant to the matter being considered. The administrative materials may be distributed to the members of the Board prior to the hearing if at the same time they are distributed to the Board, a copy is also provided to the appellant or applicant and to the landowner if that person is not the appellant or applicant. The administrative materials shall become a part of the hearing record. The administrative materials may be provided in written or electronic form. Objections to inclusion or exclusion of administrative materials may be made before or during the hearing. Rulings on unresolved objections shall be made by the Board at the hearing.

SECTION 433: PRESENTATION OF EVIDENCE

The applicant, the County, and any person who would have standing to appeal the decision as defined in NCGS 160D-1402(c) shall have the right to participate as a party at the evidentiary hearing. Other witnesses may present competent, material, and substantial evidence that is not repetitive as allowed by the Board. Objections regarding jurisdictional and evidentiary hearing issues, including but not limited to, the timeliness of an appeal or the standing of a party, may be made to the Board. The Board Chair shall rule on any objections and the Chair's ruling may be appealed to the full Board. These rulings are also subject to judicial review pursuant to NCGS 160D-1402. Objections based on jurisdictional issues may be raised for the first time on judicial review.

SECTION 434: APPEARANCE OF OFFICIAL, NEW ISSUES

The official who made the decision or the person currently occupying that position if the decision-maker is no longer employed by the County, shall be present at the evidentiary hearing as a witness. The appellant shall not be limited at the hearing to matters stated in a notice of appeal. If any party or the County would be unduly prejudiced by the presentation of matters not presented in the notice of appeal, the Board shall continue the hearing.

SECTION 435: OATHS

All persons who intend to present evidence to the permit-issuing board, rather than arguments only, shall be sworn in. The Chairperson of the Board or any member acting as Chairperson and the Clerk to the Board are authorized to administer oaths to witnesses in any matter coming before the Board. Any person who, while under oath during a proceeding before the board determining a quasi-judicial matter, willfully swears falsely is guilty of a Class 1 misdemeanor.

SECTION 436: SUBPOENAS

The Board making a quasi-judicial decision under this Article, through the Chairperson, or in the Chairperson's absence anyone acting as Chairperson, may subpoena witnesses and compel the production of evidence. To request issuance of a subpoena, the applicant, the County, and any person with standing as defined in NCGS 160D-1402(c) may make a written request to the Chairperson explaining why it is necessary for certain witnesses or evidence to be compelled. The Chairperson shall issue requested subpoenas he or she determines to be relevant, reasonable in nature and scope, and not oppressive. The Chairperson shall rule on any motion to quash or modify a subpoena. Decisions regarding subpoenas made by the Chairperson may be immediately appealed to the full Board. If a person fails or refuses to obey a subpoena issued pursuant to this subsection, the Board or the party seeking the subpoena may apply to the General Court of Justice for an order requiring that its subpoena be obeyed, and the court shall have jurisdiction to issue these orders after notice to all proper parties.

SECTION 437: MODIFICATION OF APPLICATION AT HEARING

(A) In response to questions or comments by persons appearing at the hearing or to suggestions or recommendations by the Board of Adjustment, the applicant may agree to modify his application, including the plans and specifications submitted.

(B) Unless such modifications are so substantial or extensive that the Board cannot reasonably be expected to perceive the nature and impact of the proposed changes without revised plans before it, the Board may approve the application with the stipulation that the permit will not be issued until plans reflecting the agreed upon changes are submitted to the planning staff.

SECTION 438: RECORD

(A) Accurate minutes shall be kept of all hearings required by Section 430, and such minutes shall be kept for at least two years. A transcript is not required.

(B) Whenever practicable, all documentary evidence presented at a hearing as well as all other types of physical evidence shall be made a part of the record of the proceedings and shall be kept by the County for at least two years.

SECTION 439: APPEALS IN NATURE OF CERTIORARI

When hearing an appeal pursuant to NCGS 160D-947 or any other appeal in the nature of certiorari, the hearing shall be based on the record below and the scope of review shall be as provided in NCGS 160D-1402(k).

SECTION 440: DECISIONS

The Board shall determine contested facts and make its decisions within a reasonable time. When hearing an appeal, the Board may reverse or affirm (wholly or partly) or may modify the decision appealed from and shall make any order, requirement, decision, or determination that ought to be

made. The Board shall have all the powers of the official who made the decision. Every quasi-judicial decision shall be based upon competent, material, and substantial evidence in the record. Each quasi-judicial decision shall be reduced to writing, reflect the Board's determination of contested facts and their application to the applicable standards, and be approved by the Board and signed by the Chairperson or other duly authorized member of the Board. A quasi-judicial decision is effective upon filing the written decision with the Clerk to the Board or such other office or official as this Ordinance specifies. The decision of the Board shall be delivered by personal delivery, electronic mail, or by first-class mail to the applicant, landowner, and to any person who has submitted a written request for a copy, prior to the date the decision becomes effective. The person required to provide notice shall certify to the County that proper notice has been made and the certificate shall be deemed conclusive in the absence of fraud.

SECTION 441: JUDICIAL REVIEW

Every quasi-judicial decision shall be subject to review by the superior court by proceedings in the nature of certiorari pursuant to NCGS 160D-1402. Appeals shall be filed within the times specified in NCGS 160D-1405(d).

PART VII. ENFORCEMENT

SECTION 442: COMPLAINTS, INVESTIGATION, & INSPECTION

(A) Upon receipt of a complaint or a report that a violation of this UDO exists, the UDO Administrator shall investigate the complaint to make a determination upon its validity. Complaints may be submitted anonymously, or they may be submitted as a written complaint. A written complaint is preferred but not required. Complaints must come from citizens that are a minimum of 18 years of age.

(B) The UDO Administrator may periodically make inspections and investigations of premises at a reasonable hour per NCGS 160D-403(e) to ensure that the premises is still in compliance with the UDO. As a result of the inspection, if the UDO Administrator finds a violation, he may take appropriate action to bring the property into compliance with the issuance of a Notice of Violation.

SECTION 443: NOTICE OF VIOLATION

(A) When the UDO Administrator determines work or activity has been undertaken in violation of the Unified Development Ordinance or other local development regulations or any State law delegated to the County for enforcement purposes in lieu of the State or in violation of the terms of a development approval, a written notice of violation may be issued. The notice of violation shall be delivered to the holder of the development approval and to the landowner of the property involved, if the landowner is not the holder of the development approval, by personal delivery, electronic delivery, or first-class mail and may be provided by similar means to the occupant of the property or the person undertaking the work or activity. The notice of

violation shall be posted on the property. The UDO Administrator shall certify to the County that the notice was provided, and the certificate shall be deemed conclusive in the absence of fraud. Except as provided by NCGS 160D-1123 or NCGS 160D-1206 or otherwise provided by law, a notice of violation may be appealed to the Board of Adjustment pursuant to NCGS 160D-405.

(B) Notices of Violation shall include the following:

(1) Identify the date on which the violation was observed, and the UDO Administrator who observed the violation.

(2) Identify which section of the UDO has been violated and what the specific violation is.

(3) State what must take place for the violation to be brought into compliance.

(4) Include the date on which compliance shall be achieved and any date of scheduled re-inspection.

(5) Inform the violator of their right to appeal.

(6) State the County's intent to pursue civil penalties in the event that compliance has not been achieved and disclaim that civil penalties are accruing.

(7) Include pictures of the violation.

SECTION 444: STOP WORK ORDERS (BUILDING INSPECTIONS)

Whenever any work or activity subject to regulation pursuant to this Ordinance or other applicable local development regulation or any State law delegated to the County for enforcement purposes in lieu of the State is undertaken in substantial violation of any State or local law, or in a manner that endangers life or property, staff may order the specific part of the work or activity that is in violation or presents such a hazard to be immediately stopped. The order shall be in writing, directed to the person doing the work or activity, and shall state the specific work or activity to be stopped, the reasons therefore, and the conditions under which the work or activity may be resumed. A copy of the order shall be delivered to the holder of the development approval and to the owner of the property involved (if that person is not the holder of the development approval) by personal delivery, electronic delivery, or first-class mail. The person or persons delivering the stop work order shall certify to the County that the order was delivered, and that certificate shall be deemed conclusive in the absence of fraud. Except as provided by NCGS 160D-1112 and 160D-1208, a stop work order may be appealed pursuant to NCGS 160D-405. No further work or activity shall take place in violation of a stop work order pending a ruling on the appeal. Violation of a stop work order shall constitute a Class 1 misdemeanor. The Duplin County Chief Building Inspector or authorized representative of the Building Inspections Department shall issue Stop Work Orders.

SECTION 445: REMEDIES & CIVIL PENALTIES

Any development regulation adopted pursuant to NC General Statutes Chapter 160D may be enforced by any remedy provided in NCGS 153A-123. Violations of this Ordinance subject the offender to a civil penalty of $50 per day that the violation exists. Violations may also be enforced in any manner established in NCGS 153A-123 (c), (d), (e), or (f), but not limited to, as determined by the UDO Administrator. The UDO Administrator is encouraged to have discussions pertaining to Civil Penalties with the County attorney prior to the issuance of a NOV and the commencement of enforcement. Duplin County may bring a civil action to Duplin County District Court to recover penalties as a debt.

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ARTICLE 5. DEVELOPMENT APPROVALS

SECTION 501: APPLICABILITY

The Development Approvals referred to in this Article are applicable to all types of development, subdivision, or use as specified in this UDO. Approval of subdivision, development or use may be referred to as sketch approval, preliminary approval, final approval, construction permit approval, variance approval, special use approval, development agreements, operation permits, site plan approval, and flood permit approval but is not limited to these types of approval as the UDO Administrator may determine additional items that require development approval to be issued.

SECTION 502: DEVELOPMENT APPROVALS

To the extent consistent with the scope of regulatory authority granted by NCGS Chapter 160D-403, no person shall commence or proceed with development without first securing any required development approval from Duplin County. A development approval shall be in writing and may contain a provision that the development shall comply with all applicable State and local laws. The County may issue development approvals in print or electronic form. Any development approval issued exclusively in electronic form shall be protected from further editing once issued. Applications for development approvals must be made by the landowner, a lessee or person holding an option or contract to purchase or lease land, or an authorized agent of the landowner. An easement holder may also apply for development approval for such development as is authorized by the easement.

SECTION 503: DEVELOPMENT APPROVALS RUN WITH THE LAND

Per NCGS 160D-104, unless provided otherwise by law, all rights, privileges, benefits, burdens, and obligations created by development approvals attach to and run with the land.

SECTION 504: DETERMINATIONS AND NOTICE OF DETERMINATIONS

The UDO Administrator or his designee is designated as the staff member charged with making determinations under this Unified Development Ordinance. The UDO Administrator shall give written notice to the owner of the property that is the subject of the determination and to the party who sought the determination, if different from the owner. The written notice shall be delivered by personal delivery, electronic mail, or by first-class mail. The notice shall be delivered to the last address listed for the owner of the affected property on the county tax abstract and to the address provided in the application or request for a determination if the party seeking the determination is different from the owner.

It shall be conclusively presumed that all persons with standing to appeal have constructive notice of the determination from the date a sign providing notice that a determination has been made is prominently posted on the property that is the subject of the determination, providing the sign remains on the property for at least ten days. The sign shall contain the words "UDO Decision" or similar language for

other determinations in letters at least six (6) inches high and shall identify the means to contact an official for information about the determination. Posting signs is not the only form of constructive notice. Any such posting shall be the responsibility of the landowner, applicant, or person who sought the determination. Verification of the posting shall be provided to the staff member responsible for the determination. Absent an ordinance provision to the contrary, posting of signs shall not be required.

SECTION 505: DURATION OF DEVELOPMENT APPROVAL

A development approval issued pursuant to this Ordinance shall expire one year after the date of issuance if the work authorized by the development approval has not been substantially commenced. If after commencement, the work or activity is discontinued for a period of 12 months after commencement, the development approval shall immediately expire. The time periods set out in this subsection shall be tolled during the pendency of any appeal. No work or activity authorized by any development approval that has expired shall thereafter be performed until a new development approval has been secured. Nothing in this subsection shall be deemed to limit any vested rights secured under Article 4, Part III. The 12-month period is the standard duration unless explicitly indicated elsewhere in this UDO.

SECTION 506: CHANGES

After a development approval has been issued, no deviations from the terms of the application or the development approval shall be made until written approval of proposed changes or deviations has been obtained. The County shall follow the same development review and approval process required for issuance of the development approval in the review and approval of any modification of that approval.

SECTION 507: INSPECTIONS

The UDO Administrator may inspect work undertaken pursuant to a development approval to assure that the work is being done in accordance with applicable State and local laws and of the terms of the approval. In exercising this power, staff are authorized to enter any premises within the jurisdiction of the County at all reasonable hours for the purposes of inspection or other enforcement action, upon presentation of proper credentials; provided, however, that the appropriate consent has been given for inspection of areas not open to the public or that an appropriate inspection warrant has been secured.

SECTION 508: REVOCATION OF DEVELOPMENT APPROVALS

In addition to initiation of enforcement of enforcement actions under Article 4, Part VII, development approvals may be revoked by the County issuing the development approval by notifying the holder in writing stating the reasons for the revocation. The County shall follow the same development review and approval process required for issuance of the development approval, including any required notice or hearing, in the review and approval of any revocation of that approval. Development approvals shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of any applicable Duplin County development regulation or any State law delegated to the County for enforcement purposes in lieu of the State; or for

false statements or misrepresentations made in securing the approval. Any development approval mistakenly issued in violation of an applicable State or local law may also be revoked. The revocation of a development approval by a staff member may be appealed pursuant to Section 425. If an appeal is filed regarding a development regulation adopted by the County pursuant to NCGS Chapter 160D, the provisions of Section 425 regarding stays shall be applicable.

SECTION 509: CERTIFICATE OF OCCUPANCY

Duplin County may, upon completion of work or activity undertaken pursuant to a development approval, make final inspections and issue a certificate of compliance or occupancy as applicable if staff finds that the completed work complies with all applicable State and local laws and with the terms of the approval. No building, structure, or use of land that is subject to a building permit required by Article 11 of Chapter 160D shall be occupied or used until a certificate of occupancy or temporary certificate pursuant to NCGS 160D-1114 has been issued.

SECTION 510: NO OCCUPANCY, USE, OR SALE OF LOTS UNTIL REQUIREMENTS FULFILLED

Issuance of a development permit authorizes the recipient to commence the activity resulting in a change in use of the land or (subject to obtaining a building permit) to commence work designed to construct, erect, move, or substantially alter building or other substantial structures or to make necessary improvements to a subdivision. However, the intended use may not be commenced, no building may be occupied, and in the case of subdivisions, no lots may be sold until all of the requirements of this Ordinance and all additional requirements imposed pursuant to the issuance of a special use permit have been complied with.

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ARTICLE 6. SUBDIVISION REGULATIONS

PART I. DUTIES, GENERAL RULES, AND PROCEDURES

SECTION 601: PURPOSE

The purpose of this Article is to establish procedures and standards for the development and subdivision of land within the territorial jurisdiction of Duplin County. It is further designed to provide for the orderly growth and development of the county; for the coordination of streets and highways within proposed subdivisions with existing or planned streets and highways and with other public facilities; for the dedication or reservation of recreation areas serving residents of the immediate neighborhood within the subdivision and of rights-of-way or easements for streets and utility purposes; and for the distribution of population and traffic in a manner that will avoid congestion and overcrowding and will create conditions essential to public health, safety, and the general welfare. This Article is designed to further facilitate adequate provision of water, sewerage, parks, schools, and playgrounds, and also to facilitate the further subdivision of larger tracts into smaller parcels.

SECTION 602: PLAT RECORDATION REQUIREMENTS

Each individual subdivision plat of land within the County's jurisdiction shall be approved by the Duplin County Planning Board according to the procedure set forth in this Article.

SECTION 603: ZONING AND OTHER PLANS

Subdivisions must comply in all respects with the requirements of this Article and any zoning ordinance regulations or overlay district that may be in effect in the area to be subdivided, and any other officially adopted plans.

SECTION 604: GENERAL PROCEDURE FOR PLAT APPROVAL

No subdivision plat of land within the county's jurisdiction shall be filed or recorded with the Duplin County Register of Deeds until it has been submitted to and approved by the Planning Board unless otherwise allowed by this Article. The UDO Administrator shall not certify a plat for recording that has not been approved in accordance with this Article. The Clerk of Superior Court may not order or direct the recording of a plat if the recording would be in conflict with this Article.

The Register of Deeds shall not file or record a plat of a subdivision of land located within the territorial jurisdiction of the county that has not been approved in accordance with these provisions.

SECTION 605: EFFECT OF PLAT APPROVAL ON DEDICATIONS

Per NCGS 160D-806, the approval of a plat does not constitute acceptance by Duplin County of any street, utilities, or other improvements shown on the plat. However, Duplin County may by resolution accept any dedication made to the public of lands or facilities for streets, parks, public utility lines, or

other public purposes, when the lands or facilities are located outside of a municipal limit or ETJ within the unincorporated areas of Duplin County.

SECTION 606: LOT TRANSFER IN UNAPPROVED SUBDIVISIONS

(A) Any person who, being the owner or agent of the owner of any land located within the planning and development regulation jurisdiction of Duplin County, thereafter, subdivides his land in violation of the regulation or transfers or sells land by reference to, exhibition of, or any other use of a plat showing a subdivision of the land before the plat has been properly approved under such regulation and recorded in the office of the Duplin County Register of Deeds, shall be guilty of a Class 1 misdemeanor. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land shall not exempt the transaction from this penalty. The County may bring an action for injunction of any illegal subdivision, transfer, conveyance, or sale of land, and the court shall, upon appropriate findings, issue an injunction and order requiring the offending party to comply with the subdivision regulations. Building permits required pursuant to NCGS 160D-1108 may be denied for lots that have been illegally subdivided. In addition to other remedies, the County may institute any appropriate action or proceedings to prevent the unlawful subdivision of land, to restrain, correct, or abate the violation, or to prevent any illegal act or conduct.

(B) The provisions of this section shall not prohibit any owner or its agent from entering into contracts to sell or lease by reference to an approved preliminary plat for which a final plat has not yet been properly approved under the subdivision regulation or recorded with the Duplin County Register of Deeds, provided the contract does all of the following:

(1) Incorporates as an attachment a copy of the preliminary plat referenced in the contract and obligates the owner to deliver to the buyer a copy of the recorded plat prior to closing and conveyance.

(2) Plainly and conspicuously notifies the prospective buyer or lessee that a final subdivision plat has not been approved or recorded at the time of the contract, that no governmental body will incur any obligation to the prospective buyer or lessee with respect to the approval of the final subdivision plat, that changes between the preliminary and final plats are possible, and that the contract or lease may be terminated without breach by the buyer or lessee if the final recorded plat differs in any material respect from the preliminary plat.

(3) Provides that if the approved and recorded final plat does to differ in any material respect from the plat referred to in the contract, the buyer or lessee may not be required by the seller or lessor to close any earlier than five days after the delivery of a copy of the final recorded plat.

(4) Provides that if the approved and recorded final plat differs in any material respect from the preliminary plat referred to in the contract, the buyer or lessee may not be required

by the seller or lessor to close any earlier than 15 days after the delivery of the final recorded plat, during which 15-day period the buyer or lessee may terminate the contract without breach or any further obligation and may receive a refund of all earnest money or prepaid purchase price.

(C) The provisions of this section shall not prohibit any owner or its agent from entering into contracts to sell or lease land by reference to an approved preliminary plat for which a final plat has not been properly approved under the subdivision regulation or recorded with the Duplin County Register of Deeds where the buyer or lessee is any person who has contracted to acquire or lease the land for the purpose of engaging in the business of construction of residential, commercial, or industrial buildings on the land, or for the purpose of resale or lease of the land to persons engaged in that kind of business, provided that no conveyance of that land may occur and no contract to lease it may become effective until after the final plat has been properly approved under the subdivision regulation and recorded with the Duplin County Register of Deeds.

PART II. PLAT APPROVAL PROCEDURES

SECTION 607: PLAT REQUIRED FOR SUBDIVISION OF LAND

A final plat shall be prepared, approved, and recorded in accordance with the provisions of this Article whenever any subdivision of land takes place, per NCGS 160D-804. Exemptions shall be reviewed by the UDO Administrator to verify that the plat qualifies as one of the identified exemptions listed in NCGS 160D-802 and Part III, Section 609 of this Article.

SECTION 608: APPROVAL PREREQUISITE TO PLAT RECORDATION

No final plat of a subdivision within the jurisdiction of Duplin County as established in this Article shall be recorded by the Duplin County Register of Deeds until it has been approved as provided herein, per NCGS 160D-801. To secure such approval of a final plat, the subdivider shall follow the procedures established in this Article.

PART III. SUBDIVISION TYPES

SECTION 609: EXEMPTIONS

The following types of division shall not be subject to the regulations authorized by this Article and shall only be subject to what is specifically required by the individual exemption type. These exemptions shall be administratively approved by the UDO Administrator.

(A) Combination/Recombination Exemption. The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of Duplin County as shown in these subdivision regulations.

(B) 10 Acre Exemption. The division of land into parcels greater than 10-acres where no street right-of-way dedication is involved.

(C) Public Acquisition Exemption. The public acquisition by purchase of strips of land for the widening or opening of streets or for public transportation system corridors.

(D) Single Ownership (2 to 3 Exemption). The division of a tract in single-ownership whose entire area is no greater than 2 acres into not more than 3 lots, where no street right-of-way dedication Is involved and where the resultant lots are equal to or exceed the standards of Duplin County, as shown in these subdivision regulations.

(E) Probated Will Exemption. The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the NCGS.

SECTION 610: PRIVATE EASEMENT EXEMPTION

Divisions that qualify for this exemption shall follow procedural requirements for a Minor Subdivision. In order to qualify for this exemption, the following requirements must be met:

(A) All parcels created, and resultant portions of parcels, must abut a private ingress or egress easement and the easement must be a minimum width of 50 feet.

(B) The subdivision creates a maximum of three contiguous parcels.

(C) The minimum area of all new parcels shall be no less than 21,780 square feet (1/2 acre lots) in area and have a minimum of 20 feet of frontage along the ingress and egress easement.

(D) It shall be noted on the plat that Duplin County is not responsible for maintenance of the easement and that the property owners who benefit from the easement are responsible for maintenance and upkeep. Documentation that supports this fact shall be submitted with the plat. Adequate documentation is an Easement Maintenance Agreement recorded with the Duplin County Register of Deeds.

(E) This division may only be used one time, and the resulting parcels may not be subdivided in this manner.

SECTION 611: SERVICE SUBDIVISION

A subdivision of land where the resultant lot(s) are restricted for specially identified purposes to include, but not limited to, well sites, communication towers, off-site septic systems, private cemeteries, cluster box mail units, and utility substations. The lot has no minimum dimensional standards but shall be provided with an easement for access of a size that is 25 feet.

Such divisions shall have restrictive covenants recorded at the time of plat recordation and the plat shall include a specific notation indicating that the lot is to not be used for any purpose other than the specific service it provides and that no building permits will ever be issued for residential, commercial, or industrial use of the lot.

SECTION 612: TYPE A EXPEDITED MINOR SUBDIVISION

Per NCGS 160D-802, Duplin County will allow for expedited review for Type A expedited minor subdivisions if all requirements are met. Only a plat for recordation is required for these types of minor subdivisions if all criteria listed below is met. These types of divisions are reviewed administratively and approved by the UDO Administrator.

(A) The tract or parcel to be divided is not considered to be one of the five identified exemptions in Section 609 of this Article.

(B) No part of the tract or parcel to be divided has been divided under this subsection in the past 10 years.

(C) The entire area of the tract or parcel to be divided is greater than five (5) acres.

(D) After division, there shall be no more than three lots.

(E) After division, all resultant lots comply with all the following:

(1) Lots must meet the lot size requirements and all other applicable dimensional requirements set forth in this Article.

(2) A permanent means of ingress and egress is recorded for each lot. An Easement Maintenance agreement must be recorded with the Duplin County Register of Deeds.

SECTION 613: TYPE B EXPEDITED MINOR SUBDIVISION

The intent of this Type B Expedited review is to allow for administrative review and approval for subdivisions that meet all of the following requirements:

(A) The proposed division shall abut a state-maintained road.

(B) The proposed division shall create only five new parcels.

(C) The minimum dimensions of all resulting new parcels shall be no less than 21,780 square feet (1/2-acre lot) in area and shall have no less than 120 feet of road frontage abutting a state-maintained road.

(D) There shall be a minimum waiting period of 5 years before any further subdivision may take place upon lots that were subdivided or created in the initial Type B division.

SECTION 614: MINOR SUBDIVISIONS

A subdivision of land consisting of 10 or fewer lots with each lot being a minimum of 21,780 square feet (1/2-acre) and having a minimum of 120’ of frontage abutting on an existing state-maintained road. Minor subdivisions shall not include any new streets or road or utility extensions and may not conflict

with any provision or portion of the Duplin County Land Use Plan. Minor Subdivisions not otherwise exempt require approval from the Duplin County Planning Board prior to recordation of a final plat.

SECTION 615: MAJOR SUBDIVISIONS

A subdivision that does not meet the requirements to be an exemption or any type of identified minor subdivision included in this Article. Major Subdivisions require Sketch, Preliminary and Final approval from the Duplin County Planning Board.

PART IV. SUBDIVISION REVIEW PROCEDURES

SECTION 616: MINOR SUBDIVISION & SERVICE SUBDIVISON REVIEW

The developer may receive final approval for any minor or service subdivision through procedures expressed herein. The procedural requirements for procuring receiving minor or service final subdivision plat approvals are as follows:

(A) The subdivider shall submit to the UDO Administrator two (2) mylar reproducible copies, and six (6) blue line prints of the proposed subdivision in order that copies thereof may be distributed to a representative of the environmental health department, tax office, water department and NCDOT for perusal and compliance with other applicable standards.

(B) The subdivider shall submit the final plat so labeled to the UDO administrator not less than 7 days prior to the Planning Board meeting at which it will be reviewed.

(C) A review fee, in accordance with the County's adopted fee schedule, shall accompany submission of the final plat for any subdivision.

SECTION 617: SKETCH PLAN (MAJOR SUBDIVISION)

(A) Sketch Plan Requirements. Prior to the preliminary plat submission, the subdivider shall submit to the Planning Board three (3) copies of a sketch plan of the proposed subdivision containing the following information:

(1) Sketch vicinity map showing the location of the subdivision in relation to neighboring tracts, subdivisions, roads, and waterways.

(2) The boundaries of the tract and the portion of the tract to be subdivided.

(3) The total acreage to be subdivided.

(4) The existing and proposed uses of the land within the subdivision and the existing uses of land adjoining it.

(5) The proposed street layout with approximate pavement and right-of-way width, lot layout and size of lots.

(6) The name, address, and telephone number of the owner.

(7) The name of the proposed subdivision.

(8) Streets and lots of adjacent developed or platted properties.

(9) Notation of any adjacent zoning districts in municipalities or ETJ and overlay districts.

(10) Topographic information with contours on at least 2' interval showing existing and proposed surface and subsurface drainage, ditches, ponds, wooded areas, wetlands, etc.

(11) Area of 100-year flood and areas of environmental concern.

(B) Sketch Plan Review Procedure. The sketch plan shall be submitted at least 7 working days prior to the Planning Board meeting at which it will be reviewed. The Planning Board shall review the sketch plan for general compliance with the requirements of this Article and any other applicable portions of the Duplin County UDO. The Planning Board shall advise the subdivider or his authorized agent of the regulations pertaining to the proposed subdivision and the procedures to be followed in the preparation and submission of the preliminary and final plats.

One copy of the sketch plan shall be retained as a part of the minutes of the Planning Board. One copy will be submitted to the Duplin County Health Department with the other copy being returned to the subdivider or his authorized agent. Sketch plan approval is valid for a period of 12-months.

SECTION 618: PRELIMINARY PLAN (MAJOR SUBDIVISION)

(A) Preliminary Plan Requirements. Six copies of the preliminary plan (as well as any additional copies which the UDO Administrator determines are needed to be sent to other agencies) shall be submitted to UDO Administrator. After the UDO Administrator has distributed the preliminary plans to the review agencies and received comments, the UDO Administrator shall place the plan on the Planning Board meeting agenda and schedule for Planning Board to review the preliminary plan. Review agencies will have a time specified by the Duplin County Planning Department in their annual adopted department review schedule to review and provide comment on preliminary plans. Preliminary plan approval and any applicable state/federal permits are required to be obtained by the applicant prior to any construction or installation of improvements may begin. Preliminary plans shall contain the following information.

(1) Title Block Requirements.

(a) Property Designation.

(b) Name of Owner.

(c) Location (including county, township, and state).

(d) Date(s) survey was conducted and plat prepared.

(e) Scale drawing in feet per inch in words or figures and a bar graph.

(f) Name, address, registration number, and seal of the registered land surveyor who prepared the plat.

(g) Sketch vicinity map showing the relationship between the proposed subdivision and surrounding area.

(2) General Requirements Shown on Plan.

(a) Corporate limits, township boundaries, county lines if applicable to subdivision tract.

(b) The names, addresses, and telephone numbers of all owners, registered land surveyors, land planner, architects, landscape architects, and professional engineers responsible for the subdivision.

(c) The registration numbers and seals of the professional engineers.

(d) North arrow and orientation.

(e) The boundaries of the tract or portion thereof to be subdivided distinctly and accurately represented with all bearings and distances shown.

(f) Names of adjoining property owners.

(g) The name of any adjoining subdivision of record or those under review.

(h) Minimum building setback lines.

(i) The zoning classifications of the tract to be subdivided and adjoining properties if applicable.

(j) Existing property lines on the tract to be subdivided.

(k) Existing buildings or other structures, watercourses, railroads, bridges.

(l) Proposed lot lines, lot and block numbers and approximate dimensions.

(m) Lots numbered consecutively throughout the subdivision.

(n) Wooded areas, marshes, swamps, out-crops, ponds or lakes, streams or stream beds, and other natural features affecting the site.

(o) The exact location of SFHA from FEMA maps.

(p) Base flood elevations.

(q) 404 Wetlands delineated.

(3) Street Requirements Shown on Plat.

(a) Proposed streets with names.

(b) Existing and platted streets on adjoining properties.

(c) Right-of-way locations and dimensions.

(d) Pavement widths.

(e) Approximate grades.

(f) Design engineering data for all corners and curves.

(g) Typical street cross sections.

(h) Utility and other types of easements.

(i) Trails, if applicable.

(j) Natural buffers.

(k) Bike/pedestrian pathways.

(l) Open space areas.

(m) Reserved by owner areas.

(4) Utility Plans.

(a) Sanitary sewer.

(b) Storm sewer.

(c) Other drainage facilities, if any.

(d) Water distribution lines.

(e) Natural gas lines.

(f) Telephone lines.

(g) Electric lines.

(h) Illustration of connections to existing systems, showing line sizes, the location of fire hydrants, blowoffs, manholes, force mains and gate valves.

(i) Profiles based upon mean sea level datum for sanitary sewers and storm sewers.

(5) Site Calculations.

(a) Acreage in total tract to be subdivided.

(b) Acreage in parks and recreation areas and other nonresidential uses.

(c) Total number of parks created.

(d) Size of the smallest lot in the subdivision.

(e) Linear feet in streets.

(f) The name or location of any buildings within the proposed subdivision or within any contiguous property that is located on the US Department of Interior National Register of Historic Places.

(g) Topographic map with contour intervals if required by the UDO Administrator.

(h) Building envelopes if required by the UDO Administrator.

(B) Preliminary Plan Review Procedure. The Planning Board shall review the preliminary plan once the UDO Administrator has distributed plans and received all comments. The Planning Board shall, in writing, approve, conditionally approve, or disapprove the preliminary plan within 60 days of its first consideration of the plan. If the Planning Board recommends approval of the preliminary plan, it shall retain one (1) copy of the plan for its minutes and transmit two (2) copies of the plan to the owner with its determination. The UDO Administrator shall assist the Planning Board in issuing this determination in accordance with the Development Approval standards set forth in NCGS 160D-403(a). An approval for the preliminary plan runs with the land show on the plan per NCGS 160D-104. Preliminary plans are approved for a time period of 12-months, the Planning Board may grant one 12-month extension.

If the Planning Board grants conditional approval of the preliminary plan it shall keep one (1) copy of the plan for its minutes and return one copy of the plan and the reasons for granting conditional approval to the subdivider. If the Planning Board disapproves the preliminary plan, it shall retain one (1) copy of the plan for its minutes and return one copy of the plat and its recommendation to the subdivider.

If the preliminary plan is disapproved, the subdivider may make the recommended changes and submit a revised preliminary plan or appeal in the manner established by NCGS 160D-1403.

If the Planning Board does not make a written recommendation within 60 days after its first consideration of the plan, the plan will be placed back on the Planning Board agenda and the Planning Board will be required to make a written recommendation.

SECTION 619: FINAL PLAT

(A) Final Plat Requirements. Upon approval of the preliminary plan by the Planning Board, the subdivider may proceed with the preparation of the final plat, and the installation of or arrangements for required improvements in accordance with the approved preliminary plan and the requirements of this Article. Prior to approval of a final plat, the subdivider shall have installed the improvements specified in this Article or guaranteed their installation as provided in this Article. The Planning Board will accept no final plat for review unless accompanied by written notice by the UDO Administrator acknowledging compliance with the performance guarantee standards of this ordinance. The final plat shall constitute only that portion of the preliminary plat, which the subdivider proposes to record, and develop at that time; such portion shall conform to all requirements of this Article. Final plats shall contain the following information:

(1) Title Block Requirements.

(a) Property designation.

(b) Name of owner.

(c) Location (including county, township, and state).

(d) Date(s) survey was conducted and plat prepared.

(e) Scale drawing in feet per inch in words or figures and a bar graph.

(f) Name, address, registration number, and seal of the registered land surveyor who prepared the plat.

(g) Sketch vicinity map showing the relationship between the proposed subdivision and surrounding area.

(2) General Requirements Shown on Plan.

(a) Corporate limits, township boundaries, county lines if applicable to subdivision tract.

(b) The names, addresses, and telephone numbers of all owners, registered land surveyors, land planner, architects, landscape architects, and professional engineers responsible for the subdivision.

(c) The registration numbers and seals of the professional engineers.

(d) North arrow and orientation.

(e) The boundaries of the tract or portion thereof to be subdivided distinctly and accurately represented with all bearings and distances shown.

(f) The exact boundary lines of the tract to be subdivided, full dimensioned by lengths and bearings, and the location of existing boundary lines of adjoining parcels.

(g) Names of adjoining property owners.

(h) The name of any adjoining subdivision of record or those under review.

(i) Minimum building setback lines.

(j) The zoning classifications of the tract to be subdivided and adjoining properties, if applicable.

(k) Existing property lines on the tract to be subdivided.

(l) Lots numbered consecutively throughout the subdivision.

(m) The exact location of SFHA from FEMA maps.

(n) Base flood elevations.

(o) 404 Wetlands delineated.

(3) Street Requirements Shown on Plat.

(a) Proposed streets with names.

(b) Existing and platted streets on adjoining properties.

(c) Right-of-way locations and dimensions.

(d) Pavement widths.

(e) Design engineering data for all corners and curves.

(f) Street names.

(g) Street maintenance agreements.

(h) Evidence of NCDOT approval of proposed streets.

(i) Utility and other types of easements.

(j) Trails, if applicable.

(k) Natural buffers.

(l) Bike/pedestrian pathways.

(m) Open space areas.

(n) Reserved by owner areas.

(4) Site Calculations.

(a) Acreage in total tract to be subdivided.

(b) Acreage in parks and recreation areas and other nonresidential uses.

(c) Total number of parks created.

(d) Size of the smallest lot in the subdivision.

(e) Linear feet in streets.

(f) The name or location of any buildings within the proposed subdivision or within any contiguous property that is located on the US Department of Interior National Register of Historic Places.

(g) Topographic map with contour intervals if required by the UDO Administrator.

(h) Building envelopes if required by the UDO Administrator.

(B) Final Plat Review Procedures. The subdivider shall submit the final plat, so marked, to the UDO Administrator prior to the Planning Board meeting at which it will be reviewed. The submittal schedule is to be determined by the Duplin County Planning Department and identified in their annual adopted department review schedule. The final plat for the first stage of the subdivision shall be submitted not more than 12 months after the date on which the preliminary plat was approved; otherwise such approval shall be null and void.

The final plat shall be prepared by a Professional Land Surveyor licensed by the State of North Carolina State Licensing Board for Professional Engineers and Professional Land Surveyors. The final plat shall conform to the provisions for plats, subdivisions, and mapping requirements set forth in G.S. 47-30 and the Standards of Practice for Land Surveying in North Carolina.

Five (5) copies of the final plat shall be submitted; two (2) of these shall be on reproducible material; three (3) shall be on black or blue line paper prints. Material and drawing medium for the original shall be in accordance with the Standard of Practice for Land Surveying in North Carolina, where applicable, and the requirements of the Duplin County Register of Deeds. The Planning Board shall review the final plat at or before its next regularly scheduled meeting. The UDO Administrator shall determine which meeting that the Planning Board will review the Final Plat based on the departmental submittal schedule and when the plat was received by the UDO Administrator. The Planning Board shall approve, conditionally approve, or disapprove the final plat. The UDO Administrator shall notify the applicant of action taken by the Planning Board with an explanation of any conditional approval or disapproval.

During its review of the final plat, the Planning Board may appoint an appropriate consultant to confirm the accuracy of the final plat (if agreed to by the County Commissioners). If substantial

errors are found, the consultant fees incurred shall be charges to the subdivider and the plat shall not be recommended for approval until such errors have been corrected.

Failure of the Planning Board to act on a subdivision application within sixty (60) days after its first review of the final plat shall constitute grounds for the subdivider to appeal to the County Commissioners for consideration.

If the Planning Board or Board of Commissioners approves the final plat, the Planning Board Chairman or Commissioner Chair shall sign the Certificate of Approval for Recording on each plat.

If the final plat is disapproved by the Planning Board or Board of Commissioners in cases of failure to act appeals, the reasons for such disapproval shall be stated in writing, specifying the provision of this ordinance with which the final plat does not comply. One (1) copy of such reasons and one (1) print of the plat shall be retained by the Planning Board or Board of Commissioners as part of its minutes; one (1) copy of the reasons and three (3) copies of the plat shall be transmitted to the subdivider. If the final plat is disapproved, the subdivider may make such changes as will bring the final plat into compliance and resubmit same for reconsideration by the Planning Board or Board of Commissioners if disapproved by the Board of Commissioners, or the subdivider may appeal the disapproval in the manner set forth by NCGS 160D-1403.

If the final plat is approved by the Planning Board or Board of Commissioners, the original and one print shall be returned to the subdivider. One (1) reproducible copy and one (1) print shall be retained by the UDO Administrator.

The subdivider shall file the approved final plat with the Register of Deeds of Duplin County within six (6) months of Planning Board approval; otherwise such approval shall be null and void.

The final plat shall be of size suitable for recording with the Duplin County Register of Deeds. A filing fee in accordance with the County's adopted fee schedule shall accompany submissions of the final plat.

PART V: IMPROVEMENTS AND PERFORMANCE GUARANTEES

SECTION 620: GENERAL PROVISIONS

Final plats for all subdivisions shall not be approved until all the required improvements listed in this Article have been installed or the subdivider has guaranteed to the satisfaction of the Duplin County Planning Board that such improvements will be installed.

All improvements shall be made in conformity with the requirements and standards set forth in this Regulation and other specifications and policies of Duplin County. All improvements shall be inspected and approved by the UDO Administrator as conforming to the requirements of the Duplin County UDO.

SECTION 621: PERFORMANCE GUARANTEES

(A) Performance Guarantees. In lieu of requiring the completion, installation, and dedication of all improvements prior to final plat approval, Duplin County may enter into an agreement with the subdivider whereby the subdivider shall agree to complete any remaining required improvements as specified by the approved preliminary plat for that portion of the subdivision to be shown on the final plat within a mutually agreed upon specified time period. Once agreed upon by both parties and the security required herein is provided, the final plat may be approved by the Planning Board or Board of Commissioners, if all other requirements of these regulations and UDO are met. Duplin County shall require a certified cost estimate from a licensed contractor or engineer for the cost of completion of such improvements.

(1) Type. The subdivider shall provide one of the following Performance Guarantees, elected at the subdivider's discretion, in lieu of installation:

(a) Surety bond issued by any company authorized to do business in this State.

(b) Letter of credit issued by any financial institution licensed to do business in this State.

(c) Other form of guarantee that provides equivalent security to a surety bond or letter of credit.

(2) Duration. The duration of the performance guarantee shall initially be one year, unless the subdivider determines that the scope of work for the required improvements necessitates a longer duration. In the case of a bonded obligation, the completion date shall be set one year from the date the bond is issued, unless the subdivider determines that the scope of work for the required improvements necessitates a longer duration.

(3) Extension. A developer shall demonstrate reasonable, good-faith progress toward completion of the required improvements that are secured by the performance guarantee or any extension. If the improvements are not completed to the specifications of Duplin County, and the current performance guarantee is likely to expire prior to completion of the required improvements, the performance guarantee shall be extended, or a new performance guarantee issued, for an additional period; provided, however, that the extension shall only be for a duration necessary to complete the required improvements. If a new performance guarantee is issued, the amount shall be determined by the procedure provided in subdivision (5) of this subsection and shall include the total cost of all incomplete improvements.

(4) Release. The performance guarantee shall be returned or released, as appropriate, in a timely manner upon the acknowledgment by Duplin County that the improvements for which the performance guarantee is being required are complete. Duplin County shall return letters of credit or escrowed funds upon completion of the required

improvements to the specifications of the County, or upon acceptance of the required improvements, if the required improvements are subject to County acceptance. When required improvements that are secured by a bond are completed to the specifications of the County, or are accepted by the County if subject to County acceptance, upon request by the developer, the County shall timely provide written acknowledgment that the required improvements have been completed, if applicable.

(5) Amount. The amount of the performance guarantee shall not exceed one hundred twenty-five percent (125%) of the reasonably estimated cost of completion at the time the performance guarantee is issued. Duplin County may determine the amount of the performance guarantee or use a cost estimate determined by the developer. The reasonably estimated cost of completion shall include 100% of the costs for labor and materials necessary for completion of the required improvements. Where applicable, the costs shall be based on unit pricing. The additional 25% allowed under this subdivision includes inflation and all costs of administration regardless of how such fees or charges are denominated. The amount of any extension of any performance guarantee shall be determined according to the procedures for determining the initial guarantee and shall not exceed 125% of the reasonably estimated cost of completion of the remaining incomplete improvements still outstanding at the time the extension is obtained.

(6) Timing. Duplin County, at its discretion, may require the performance guarantee to be posted either at the time the plat is recorded or at a time subsequent to plat recordation.

(7) Coverage. The performance guarantee shall only be used for completion of the required improvements and not for repairs or maintenance after completion.

(8) Legal Responsibilities. No person shall have or may claim any rights under or to any performance guarantee provided pursuant to this subsection or in the proceeds of any such performance guarantee other than the following:

(a) The County to whom such performance guarantee is provided.

(b) The subdivider at whose request or for whose benefit such performance guarantee is given.

(c) The person or entity issuing or providing such performance guarantee at the request of or for the benefit of the developer.

(9) The County may release a portion of any security posted as the improvements are completed and recommended for approval by the UDO Administrator. Within thirty (30) days after receiving the UDO Administrator's recommendation, the Planning Board shall

approve or not approve said improvements. If the Planning Board approves said improvements, then it shall immediately release any security posted.

(10) For subdivisions which are underwritten or constructed with federal funds and for which the specifications for facilities or improvements are equal to or of a higher standard than those required by the County, the bond-posting requirement may be waived and the final plat approved prior to completion of facilities or improvements.

(11) Multiple Guarantees. The subdivider shall have the option to post one type of a performance guarantee as provided for in subdivision (1) of this subsection, in lieu of multiple bonds, letters of credit, or other equivalent security, for all development matters related to the same project requiring performance guarantees. Performance guarantees associated with erosion control and stormwater control measures are not subject to the provisions of this section.

(B) Defects Guarantees. The owner of the subdivision shall require the contractor constructing streets, curbs, gutters, sidewalks, drainage facilities, and/or water and sewer lines to give bond guaranteeing the work against defects. This bond shall be 20% of the initial cost estimate provided for the performance guarantee.

(C) Claims. No person shall have or may claim any rights under or to any performance guarantee provided pursuant to this section or in the proceeds of any such performance guarantee other than the following:

(1) The local government to whom such performance guarantee is provided.

(2) The developer at whose request or for whose benefit such performance guarantee is given.

(3) The person or entity issuing or providing such performance guarantee at the request of or for the benefit of the developer.

SECTION 622: IMPROVEMENTS

(A) Permanent Survey Reference Markers. Permanent survey reference markers shall be installed in all subdivisions in accordance with North Carolina General Statutes 160D and the following requirements.

(B) Permanent Concrete Monuments. Permanent concrete monuments four (4) inches in diameter or square, three (3) feet long, shall be placed at not less than two (2) corners of the subdivision, provided that additional monuments shall be placed where necessary so that no point within the subdivision lies more than five hundred (500) feet from a monument. Two or more of the required monuments shall be designated as control corners. The top of each monument shall have an indented cross metal pin, or metal plate to identify the location of the point. All monuments shall be shown on the final plat.

(C) Steel or Iron Markers. Steel or iron markers shall be set at all lot and property corners and at all other survey points not marked by monuments. Such markers shall be set at points of curve, points of tangency, reference points, and points of intersection. Survey markers shall be at least three-fourths (3/4) inches in diameter, and shall be sunk vertically into the ground until the top is approximately four (4) inches above the finished grade, except in sidewalks, streets, and other similar surfaces where the markers shall be flush with such surface.

PART VI. SPECIFIC DEVELOPMENT TYPE AND SUBDIVISION DESIGN STANDARDS & REQUIREMENTS

SECTION 623: GENERAL

Each subdivision shall contain the improvements specified in this article, which shall be installed in accordance with the requirements of this ordinance Article and paid for by the subdivider, unless another means of financing is specifically stated in this ordinance Article. Land shall be dedicated and reserved in each subdivision as specified in this article. Each subdivision shall adhere to the minimum standards of design established by this article.

SECTION 624: MULTI-FAMILY DEVELOPMENTS

For condominiums, multi-family developments and townhouse subdivisions, all information as requested in this Article shall be submitted. In addition, the following shall be required prior to Planning Board approval:

(A) All documents as required by law (NC Condominium Act).

(B) All documents pertaining to property owners' association or the like including provisions for the maintenance of all improvements such as streets, parking areas and common areas.

(C) All restrictive covenants.

(D) Survey data and descriptive material to establish building locations and envelopes.

All private streets shall be built to the construction standards and specifications of the North Carolina Department of Transportation. Such standards may also apply to the construction of accessways and driveways where deemed necessary by the Planning Board. Parking areas and other off-street areas requiring pavement shall be installed according to sound engineering standards as approved by the Planning Board.

SECTION 625: TOWNHOUSE SUBDIVISIONS (EXCEPT DUPLEX SUBDIVISIONS)

For townhouse lots with individual septic tanks, all shall comply with the minimum lot area requirements for townhomes identified in this Article or by a combination of lot area and contiguous open space. No townhouse shall be placed on a lot of less than fifteen hundred (1,500) square feet. Lots served by public water and public sewer shall have:

(A) A minimum lot size of one thousand fine hundred (1,500) square feet. A minimum lot width of not less than fifteen (15) feet.

(B) A front yard setback of not less than twenty (20) feet.

(C) A rear yard setback of not less than twenty (20) feet.

(D) No side yard setback except on corner lots (measured from the exterior building line of the principal structure). This shall be less than one-half the front yard setback.

(E) Five-foot access easements shall be reserved in each yard and ten-foot access easements shall be located between each principal building.

(F) No dwelling shall be connected on more than two (2) sides by the common wall.

(G) Each townhouse shall be provided with at least two (2) eight-foot by twenty-foot parking spaces.

SECTION 626: HOMEOWNERS/PROPERTY OWNERS ASSOCIATION & OPEN SPACE OR COMMON AREAS

A homeowners'/property owners' association shall be established for each subdivision containing common areas or open space. The covenants, conditions, and restrictions shall specify lot owner's responsibilities for maintenance of common facilities, and shall provide for assessments to finance all maintenance activities. Final plats for subdivisions containing common areas or open space will not be approved until the subdivider's homeowner's association documents have been submitted and approved by the Planning Board.

All areas on the preliminary and final plat other than building sites and public rights-of-way, shall be shown and designated as common areas/open space or RBO reserved by owner, the fee simple title to which shall be conveyed by the developer to the homeowner's association. All common areas or open space shall be designated as a single parcel regardless of the proximity of each common area to one (1) or all of the other common areas, and such areas shall not be subdivided or conveyed by homeowner's association. This shall be stated in the covenants and restrictions and shall be noted on the final plat.

SECTION 627: LAND SUITABILITY

(A) Land which has been determined by the Planning Board on the basis of engineering or other expert surveys to pose an ascertainable danger to life or property by reason of its unsuitability for the use proposed shall not be platted for that purpose, unless and until the subdivider has taken the necessary measures to correct said conditions and to eliminate said dangers.

(B) Areas that have been used for disposal of solid waste shall not be subdivided unless tests by the Duplin County Health Department, a structural engineer, and a soils expert determine that the land is suitable for the purpose proposed.

(C) All subdivision proposals shall be consistent with the need to minimize flood damage and shall conform with the Duplin County Flood Damage Prevention Ordinance.

(D) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

(E) Applicants for subdivisions adjoining public trust waters and other publicly owned water bodies are encouraged to provide for public access to the water.

SECTION 628: NAME DUPLICATION

The name of the subdivision shall not duplicate nor closely approximately the name of an existing subdivision within the incorporated or unincorporated areas of Duplin County.

SECTION 629: SUBDIVISION DESIGN

(A) Block.

(1) The lengths, widths, and shapes of blocks shall be determined with due regard to: provision of adequate building sites suitable to the special needs of the type of use contemplated; zoning requirements if any exist; needs for vehicular and pedestrian circulation; control and safety of street traffic; limitations and opportunities of topography; and convenient access to water areas.

(2) Blocks shall not be less than 400 feet or more than 1,000 feet.

(3) Blocks shall have sufficient width to allow two (2) tiers of lots minimum depth except where single tier lots are required to separate residential development from through vehicular traffic, or another type of use, nonresidential subdivisions, or where abutting a water area.

(4) Where deemed necessary by the Planning Board, a pedestrian crosswalk at least fifteen (15) feet in width may be required to provide convenient public access to a public area such as a park or school, to a water area, or to areas such as religious or transportation facilities.

(B) Lots.

(1) Lot sizes for un-zoned areas shall conform to the following chart. This chart is for un-zoned areas:

	Public Water and Sewer	No Public Water No Public Sewer	Public Water No Public Sewer
Minimum Lot Area in Square Feet	12,000	21,870	21,780
Minimum Lot Width in Feet	85	120	120
Minimum Lot Depth in Feet	100	150	150

	Public Water and Sewer	No Public Water No Public Sewer	Public Water No Public Sewer
Minimum Setback Lines in Feet – Front	20	30	30
Side	15	20	20
Side Abutting Street	15	20	20
Rear	15	20	20

(2) Lots shall meet any applicable Duplin County Health Department Requirements.

(3) Double frontage lots shall be avoided wherever possible.

(4) Side lot lines shall be substantially at right angles to or radial to street lines.

(5) Lots shall have a minimum 20' road frontage, except town houses. Flag lots shall be prohibited unless a variance is approved by the Board of Adjustment.

(6) Lot size shall be calculated by the area that is inside of the required setbacks, you may not use square footage within a designated setback area to count towards total lot size.

(C) Easements. Easements shall be provided as follows:

(1) Utility Easements. Easements for underground or above ground utilities shall be provided, where necessary, across lots or centered on rear or side lot lines and shall be at least 20 feet wide for water and sanitary sewer lines and as required by the companies involved, for telephone, gas and power lines.

The Planning Board will determine whether one (1) easement is sufficient or whether several easements are necessary to accommodate the various facilities and the subdivider shall provide the required easements.

(2) Drainage Easements. Where a subdivision is traversed by a stream or drainage way, an easement shall be provided conforming with the lines of such stream and of sufficient width as will be adequate for the purpose.

(3) Access Easements. Easements used for access that are legally created under the provisions of this Article shall have no structure located within them. Structures shall observe the same setbacks from the edge of the boundary of the easement as they would from a public or private right-of-way.

(D) Buffer Strips. In residential districts, a buffer strip at least twenty-five feet (25') in depth in addition to the normal lot size and depth required shall be provided adjacent to all railroads and controlled access highways, commercial and/or industrial developments, multi-family housing and mobile home parks, and any other land use that the Planning Board deems necessary and where there may be potential conflict. This strip shall be a part of the platted lots, but shall have

the following restrictions lettered on the face of the plat: ''This strip shall be reserved for the planting of trees or shrubs by the owner; the building of structures hereon is prohibited.''

SECTION 630: STREETS

(A) Public Streets (including Private Streets). Except as expressly allowed elsewhere in this Article, all subdivision lots shall abut on a public street. All streets shall be built to the standards of the North Carolina Department of Transportation, regardless of whether they are public or private. Public streets which are eligible for acceptance into the State Highway System shall be constructed to the standards necessary to be added to the State Highway System or the standards in this Article, whichever is stricter in regard to each particular item, and shall be added to such system. Streets which are not eligible to be put on the State Highway System because there are too few lots or residences shall, nevertheless, be dedicated to the public and shall be in accordance with the standards in this Article or the standards necessary to be put on the State Highway System, whichever is stricter in regard to each particular item, so as to be eligible to be put on the system at a later date. A written maintenance agreement with provisions for maintenance of the street until it is put on the State System shall be included with the final plat. It is the responsibility of the developer to actively pursue the addition of public rights-of-way into the state maintenance system. It is the responsibility of the developer to maintain private rights-of-way until a property owners/homeowners association is deeded maintenance of the private rights-of-way.

(B) Subdivision Street Disclosure Statement. All streets shown on the final plat shall be designated in accordance with G.S. 136-102.6 and designation as public shall be conclusively presumed an offer of dedication to the public. Where streets are dedicated to the public but not accepted into the State System, a statement explaining the status of the street shall be included on the final plat.

(C) Half-Streets. The dedication of half streets of less than the NC Department of Transportation requirements at the perimeter of a new subdivision shall be prohibited. If circumstances render this impractical; adequate provision for the concurrent dedication of the remaining half of the street shall be furnished by the subdivider. Where there exists a half-street in an adjoining subdivision, the remaining half shall be provided by the proposed subdivision.

(D) Driveway Access. Where a tract of land 5 acres or more abuts a state-maintained road, the subdivision shall be forwarded to the NC Department of Transportation for review prior to approval by the Planning Board.

(E) Adjacent Property Access. Where, in the opinion of the Planning Board, it is necessary to provide for street access to an adjoining property, proposed streets shall be extended by dedication to the boundary of such property and a temporary turn around cul-de-sac provided.

(F) Nonresidential Streets. The subdivider of a nonresidential subdivision shall provide streets in accordance with NCDOT standards for nonresidential roads.

(G) Design Standards. Except as allowed otherwise by this Article, the design of all streets and roads within the jurisdiction of the Duplin County Unified Development Ordinance shall be in accordance with the NC Department of Transportation, Division of Highways' Subdivision Roads Minimum Construction standards.

(H) Intersections.

(1) Streets shall be laid out so as to intersect as nearly as possible at right angles, and no street shall intersect any other street at an angle less than sixty (60) degrees.

(2) Property lines at intersections should be set so that the distance from the edge of pavement, of the street turnout, to the property line will be at least great as the distance from the edge of pavement to the property line along the intersecting streets. This property line can be established as a radium or as a sight triangle. Greater offsets from the edge of pavement to the property lines will be required, if necessary, to provide sight distance for the vehicle on the side street.

(3) Offset intersections are to be avoided unless exception is granted by NCDOT. A minimum length of 200 feet should separate intersections, which cannot be aligned, between survey centerlines.

(4) Intersections with arterials, collectors, and thoroughfares shall be at least one thousand (1,000) feet from centerline to centerline, or more if required by the NC Department of Transportation.

(I) Cul-De-Sacs. Permanent dead-end streets should not exceed one thousand (1,000) feet in length unless necessitated by topography, or property accessibility. Suitable provisions for emergency vehicles to turn around shall be provided every 2,500 feet. The distance from the edge of pavement on the vehicular turnaround to the right-of-way line shall not be less than the distance from the edge of pavement to right-of-way line on the street approaching the turnaround. Cul-de-sacs shall not be used to avoid connection with an existing street or to avoid the extension of an important street.

(J) Alleys.

(1) Alleys shall be required to serve lots used for commercial and industrial purposes except that this requirement may be waived where other definite and assured provision is made for service access.

(2) The width of an alley shall be at least twenty (20) feet.

(3) Dead-end alleys shall be avoided where possible, but if unavoidable, shall be provided with adequate turnaround facilities at the dead-end as may be approved by the Planning Board.

(4) Sharp changes in alignment and grade shall be avoided.

(5) All alleys shall be designed in accordance with NC Department of Transportation Standards.

(K) Other Requirements.

(1) Through Traffic Discouraged on Residential Collector and Local Streets. Residential collector and local streets shall be laid out in such a way that their use by through traffic will be discouraged. Streets shall be designed, or walkways dedicated, to assure convenient access to parks, playgrounds, schools, or other places of public assembly.

(2) Sidewalks. Sidewalks may be required by the Planning Board on one or both sides of the street in areas likely to be subject to heavy pedestrian traffic such as near schools and shopping areas. Such sidewalks shall be constructed to a minimum width of four (4) feet, and shall consist of a minimum thickness of four (4) inches of concrete. All sidewalks may be placed in a right-of-way if allowed by NCDOT, unless the development is platted as a planned unit or group development. Sidewalks shall consist of a minimum of six (6) inches of concrete at driveway crossings.

(3) Street Names. In assigning new names, duplication of existing names shall be avoided and in no case shall the proposed name be phonetically similar to existing names in the county irrespective of the use of a suffix such as street, road, drive, place, court, etc. Street names shall be approved by the E-911 addressing department prior to final plat approval.

(4) Street Name Signs. The subdivider shall be required to provide and erect street name signs to county standards at all intersections within the subdivision. A certificate of occupancy will not be issued until the UDO Administrator has verified all signs have been erected within the subdivision.

(5) Permits for Connection to State Roads. An approved permit is required for connection to an existing state system road. This permit is required prior to any construction on the street or road. The application is available at the office of the nearest district engineer of the Division of Highways. These NCDOT driveway permits shall be provided to the UDO Administrator prior to the issuance of a certificate of occupancy.

(6) Offsets to Utility Poles. No utility poles shall be located within the road right-of-way.

(7) Wheelchair Ramps. In accordance with Chapter 136, Article 2A, Section 136-44.14, all street curbs in North Carolina being constructed or reconstructed for maintenance procedures, traffic operations, repairs, correction of utilities, or altered for any reason shall provide wheelchair ramps for the physically handicapped at all intersections where both curb and gutter and sidewalks are provided and at other major points of pedestrian flow.

SECTION 631: UTILITIES

(A) Water/Sewer Systems.

(1) Each lot shall be provided with an approved water supply in accordance with 15A NCAC 18A.1700. Provided the water supply and distribution system serves 15 or more connections, it is classified as a ''public water system'' and must be listed with the Public Water Supply Section, Division of Environmental Health.

(2) Each lot must be connected to an approved sewage disposal system as determined by the Duplin County Health Department. The approval of water supply and sewage disposal system is a condition for approval of electrical service to each lot.

(3) When public or community water systems or sewage systems are available, the developer shall, at his expense, make connection to those systems. Availability will be determined by the Planning Board.

(4) Water and sanitary sewer lines, connections, and materials shall be in accordance with policies and procedures for utility extensions maintained by the county utilities department.

(B) Stormwater Drainage System. The subdivider shall provide a surface water drainage system constructed to the standards of NCDOT.

(1) No surface water shall be channeled or directed into a sanitary sewer.

(2) Where feasible, the subdivider shall connect an existing storm drainage system.

(3) Where an existing storm drainage system cannot feasibly be extended to the subdivision, a surface drainage system shall be designed to protect the proposed development from water damage.

(4) Surface drainage courses shall have side slopes of at least three (3) feet of horizontal distance for each one (1) foot of vertical distance, and courses shall be of sufficient size to accommodate the drainage area without flooding, and designed to comply with the standards and specifications for erosion control of the North Carolina Sedimentation Pollution control Act, G.S. 143-34.12, Chapter 113A, Article 4 and the NC Administrative Code Title 15, Chapter 4, and any locally adopted erosion and sedimentation control ordinances.

(5) The minimum grade along the bottom of a surface drainage course shall be a vertical fall of at least one (1) foot in each two hundred (200) feet of horizontal distance.

(6) Stream banks and channels downstream from any land disturbing activity shall be protected from increased degradation by accelerated erosion caused by increased velocity of runoff from the land disturbing activity in accordance with the North Carolina

Sedimentation Pollution Control Act, G.S. 143-34.12, Chapter 114A, Article 4 and the North Carolina Administrative Code Title 15, Chapter 4.

(7) Anyone constructing a dam or impoundment within the subdivision must comply with the North Carolina Dam Safety Law of 1967 and the North Carolina Administrative Code Title 15, subchapter 2 K.

(8) In all areas of special flood hazards, all subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage.

(C) Review by County Commissioners. The County Commissioners may review each and every subdivision proposal prior to final plat and submit findings to the Planning Board for consideration.

(D) Federal Wetlands. All areas within a subdivision identified as federal wetlands shall be delineated on the final plat along with a statement as to applicable restrictions. Such delineation shall be certified in a manner acceptable to the Duplin County Planning Board as being the true and actual boundary of any 404 Wetland areas consistent with policies and regulations of the U.S. Army Corps of Engineers.

(E) Deed Information. The Planning Board may require that provisions for the maintenance of roads, drainage systems, easements, or other special conditions pertaining to all or part of a subdivision be made a part of the deed, other legal form of conveyance, or restrictive for a lot or a group of lots. The development of suitable restrictions shall be encouraged by the Planning Board.

(F) Private Driveways. Interior lots may be accessed by a driveway platted and recorded as such with provisions for maintenance appearing on the final plat. No driveway may serve more than two (2) lots and driveways shall not be used to circumvent good design practices of the requirement for a street built according to the provisions of this ordinance. Shared driveway easements shall be show on the plat in instances where they are utilized and it shall be noted that it is the responsibility of the developer for the installation of the shared driveway and responsibility of the property owners for the maintenance of the shared driveway.

(G) Environmental Impact Statement. Pursuant to Chapter 113 of the North Carolina General Statutes, the Planning Board may require the subdivider to submit an environmental impact statement due to the nature of the land to be subdivided or peculiarity in the proposed lay out.

(H) Eligibility for National Flood Insurance. If a proposed subdivision is in a location subject to the 100-year flood, an appropriate statement indicating such location shall appear on the final plat. If a proposed subdivision is within the area subject to the 100-year flood and is not eligible for participation in the National Flood Insurance Program, an appropriate statement indicating such exclusion shall be placed on the final plat.

(I) Cautions and Certifications. The Planning Board may require that cautions and other specialized certifications be affixed to the final plat prior to approval.

SECTION 632: PLANNED UNIT DEVELOPMENTS

A planned unit development is intended to encourage unified development of property in an innovative manner using contemporary design patterns and sound engineering principals. A PUD must be a minimum of 25 acres.

(A) Objectives of Planned Unit Developments.

(1) To provide for necessary commercial, recreational and educational facilities located conveniently to housing;

(2) To provide well-located, clean, safe and pleasant industrial sites;

(3) To encourage innovations in residential, commercial and industrial development;

(4) To encourage a more efficient use of land and of public services , or private services in lieu thereof

(5) To minimize the impact of traffic on streets and highways;

(6) To conserve the value of land;

(7) To provide a procedure which can relate the type, design and layout of residential, commercial and industrial development to the particular site, thereby encouraging preservation of the site's natural characteristics; and

(8) To encourage integrated planning in order to achieve the purposes of the development.

(B) Planned Unit Development Approval. In order to be approved, the Planning Board is encouraged to find that the proposal aligns with the Duplin County Land Use Plan. When reviewing planned unit developments, land use compatibility should be a main factor in the Planning Board's decision to approve or deny, all components of the planned unit development shall align with the standards set forth in this section.

(C) Site Plan Requirements. Planned Unit Developments shall meet the following site plan criteria, depicted on a site plan furnished by the developer, unless the applicant can demonstrate that one or more of them is not applicable or that another practical solution has been otherwise achieved. This may be determined by the UDO Administrator or deferred to the Planning Board for their determination.

(1) The PUD shall have an appropriate relationship to the surrounding area, with adverse effects on the surrounding area being minimized.

(2) The PUD shall provide an adequate internal street circulation system designed for the type of traffic generated, safety, convenience, and access.

(3) Streets shall be designed in a manner that provides adequate access for police and emergency services and be designed in a logical user-friendly manner.

(4) The PUD shall provide parking areas adequate in terms of location, area, circulation, safety, convenience, separation, and screening.

(5) The PUD shall provide common open space adequate in terms of location, area, and type of the common open space, and in the terms of the uses permitted in the PUD. The PUD shall provide for preservation of natural features of terrain. Common open space shall not be isolated unusable areas.

(6) The PUD shall provide for a variety of housing types and densities, other types of facilities and common open space.

(7) The PUD shall provide pedestrian ways adequate in terms of safety, separation, convenience, and logical interconnection points.

(D) Off-Street Parking. The number of off-street parking spaces for each use in the PUD shall be determined by the Planning Board through consideration of the following factors.

(1) Estimated number of cars to be used by occupants of the dwelling units in the PUD. Planning Board may require a Traffic Impact Analysis to be conducted but is not required to.

(2) Parking needs for the non-residential uses.

(3) Consideration of shared parking between certain uses based off of hours of operation, frequency of use, peak business times, etc.

(4) Parking and storage needs for recreational vehicles including but not limited to boats, travel trailers, utility vehicles, etc.

(E) Minimum Lot Area and Setbacks. The minimum lot area and the minimum setback restrictions may be 30% less than the identified minimums in this Article. Each lot must still provide sufficient areas to be built upon. Cluster residential development is encouraged to provide areas of common open space to be enjoyed by the residents of the PUD and to minimize costs for the developer. Such clustering is also intended to accommodate residential units that are separated by party walls and exist as a singular unit of real property, with all remaining area being common open space.

(F) Residential Density. The overall average residential density shall be no greater than the maximum density for the particular area in the Duplin County Land Use Plan.

(G) Planned Unit Development Permitted Uses. Provided that the proposed uses are deemed to be in overall compatibility with the Duplin County Land Use Plan, the following uses are identified as permitted.

- Single-family & Multi-family dwelling units (attached or detached)
- Sale or rental of goods or services
- Recreation facilities
- Public or private offices
- Convention facilities
- Restaurants
- Lodging places, hotels, motels, dormitories
- Schools and other education institutions
- Churches
- Hospitals
- Business & commercial use
- Industrial use
- Any other use shown to be appropriate.

Due to the broad categories of permitted uses, the Planning Board may determine that certain uses, due to their nature, are required to undergo quasi-judicial review and receive a Special Use Permit in order to operate within the PUD. If the Planning Board elects to take this route and defer a certain use to be reviewed by the Board of Adjustment as a Special Use, the Planning Board must only have preliminary discussion of the matter and make no recommendation for approval or denial of such use. The Board of Adjustment is to use only evidence presented at its hearing when making a decision on such uses that have been deferred, per NCGS 160D-301.

All uses in the PUD must be approved in the PUD shall be included in the initial PUD plan. New uses in the PUD after approval are required to be approved by the Planning Board.

(H) Common Open Space. A minimum of twenty-five (25) percent of the total area within the boundary of any residential PUD shall be devoted to useable and accessible common open space; provided, however, that the Planning Board may reduce such requirement if it finds that such decrease is warranted by the design of, and the amenities and features incorporated into, the plan and that the needs of the occupants of the PUD for common open space can otherwise be met in the proposed PUD and the surrounding area. The Planning Board is encouraged to only allow for this reduction under special circumstances.

(I) Planned Unit Development Application Review. The plan shall show generally within the PUD where each type of use will be located and shall indicate the total acreage which will be devoted to each use. The precise location of each use and the location of lots, blocks or other parcels within each area devoted to each use shall be shown.

The minimum lot area, maximum lot coverage; minimum setbacks, maximum height of buildings and all other use and occupancy restrictions applicable to any PUD, shall only be those which are approved at the time of final plat approval by the Planning Board.

The applicant shall initiate any request for PUD approval in writing, and shall include with his written request the following:

(1) A legal description of the area and a statement of the ownership of all interests in the property to be included in the PUD, and the written consent of all of the owners and, upon request of the Planning Board, evidence of title in such quality as acceptable to the board

(2) A plan indicating the broad concept of the proposed development. Such plan shall include:

(a) The maximum number of dwelling units proposed within the overall area.

(b) The minimum acreage which will be dedicated to common open space.

(c) The types of uses proposed and the acreage devoted to each use.

(d) Vehicle traffic flow diagram.

(e) Acreage dedicated for school sites or other public uses.

(f) The general nature and location of commercial and industrial uses, if any.

(g) Provision for water, sewer, telephone, electricity and other utilities.

(h) Other restrictions proposed by the applicant such as building setbacks, height limits, and access requirements to be applied to particular areas.

(i) Common space maintenance and ownership identified.

(j) A location map, on a scale of one inch equaling not more than 400 feet, illustrating site boundaries, acreage, existing structures and adjacent property owners and land uses.

(k) A map on a scale of one inch equaling not more than one hundred feet, depicting site plan criteria.

(l) A topographic map of the site or phase, showing at a scale of one inch equaling not more than 100 feet showing streams, rivers, ditches, and areas subject to 100-year flooding.

(m) An explanation of the objectives to be achieved by the PUD and an agreement to abide by the provisions of the Duplin County Unified Development Ordinance.

(n) A development schedule indicating the approximate dates when construction of the various stages of the PUD can be expected to begin and be completed.

(o) Copies of any special easements, covenants, conditions and restrictions which will govern the use or occupancy of the PUD; provided, however, that the applicant may impose additional covenants, conditions and restrictions on any particular area in connections with the platting of such areas.

(p) A statement of findings by a Professional Engineer which shall provide evidence of the following as adequate to service the PUD.

(i) The proposed water distribution system;

(ii) The proposed method of sewage collection;

(iii) The general manner in which storm drainage will be handled; and

(iv) The general manner in which provisions will be made for any potential natural hazards in the area.

(q) Easement showing vested legal access for ingress and egress, if applicable.

(r) Evidence that the PUD has been designed with consideration of the natural environment of the site and the surrounding area and does not unreasonably destroy or displace wildlife, natural vegetation, or unique natural historic features

(s) A statement of financial capability.

(t) Any other information deemed necessary by the applicant for thorough review of the proposed PUD.

(J) Planning Board PUD Approval. The Planning Board is responsible for initially investigating all PUD applications, plans and accompanying information in detail to ensure conformity with the provisions of this Article. Within thirty (30) days from receipt, the Board shall approve a PUD application, disapprove it, or approve it upon the imposition of conditions reasonably related to the intent of this PUD section.

Approval may be given on a conditional basis provided the developer submits a written agreement, approved by the Planning Board to incorporate such conditions upon approval of the final PUD application and plan.

If the Planning Board denies, appeals may be made per NCGS 160D-1403.

PART VII. REQUIRED PLAT SIGNATURE BLOCKS & NOTES

SECTION 633: MINOR SUBDIVISION (TYPE A, TYPE B, PRIVATE EASEMENT EXEMPTION, SERVICE SUBDIVISION, OTHER EXEMPT DIVISIONS)

(A) Certificate of Ownership and Dedication. I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the County of Duplin and that I hereby adopt this plan of subdivision with my free consent and install and construct all improvements in this subdivision in compliance with the minimum design requirements as established by the Duplin County Unified Development Ordinance. I also accept responsibility for maintenance, ownership, or dedication of any easements created by this plat unless responsibility of such is deeded to a new party. *INSERT OWNER SIGNATURE LINE.*

(B) Certificate of Survey and Accuracy. *INSERT SIGNATURE LINE*, certify that this map was drawn under my direction (or by me) and supervision (or by my supervision) from an actual survey of land (deed description in book, page, etc.), that the error of closure as calculated by latitudes and departures is 1: *INSERT LINE*; that the boundaries not surveyed are shown as broken lines plotted from information found in Book *INSERT LINE* Page *INSERT LINE*; that this plat was prepared in accordance with GS 47-30 as amended. Witness my hand and seal this DATE AND YEAR. *INSERT SURVEYOR SIGNATURE LINE.*

(C) Certificate of Approval for Recording. I hereby certify that the subdivision plat shown hereon has been found to comply with *INSERT APPLICABLE SECTION OF REFERENCE TO UDO (DETERMINED BY SUBDVISION ADMINISTRATOR)* and is hereby approved for recording in the Office of the Register of Deeds of Duplin County. *INSERT UDO ADMINISTRATOR SIGNATURE LINE.*

(D) Certificate of Approval for Recording (Exemptions). I hereby certify that the subdivision plat shown hereon has been found to be exempt from the Duplin County Unified Development Ordinance per section *INSERT APPLICABLE SECTION OF REFERENCE TO UDO (DETERMINED BY UDO ADMINISTRATOR)* and is hereby approved for recording in the Office of the Register of Deeds of Duplin County. *INSERT UDO ADMINISTRATOR SIGNATURE LINE.*

(1) Recombination Note. In order for this recombination to be complete, a deed of recombination must be recorded with the Duplin County Register of Deeds.

(2) Easement Note. Property owners are responsible for maintenance and upkeep of any easements created by this plat, Duplin County is not responsible or liable for any easements show upon this plat unless expressly accepted by the County.

(3) Approval Note. Note that dates of approval from Planning Board, Board of County Commissioners as applicable to the plat.

SECTION 634: MAJOR SUBDIVISION FINAL PLAT

(A) Certificate of Ownership and Dedication. I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the County of Duplin and that I hereby adopt this plan of subdivision with my free consent and install and construct all improvements in this subdivision in compliance with the minimum design requirements as established by the Duplin County Unified Development Ordinance. I also accept responsibility for maintenance, ownership, or dedication of any easements created by this plat unless responsibility of such is deeded to a new party. *INSERT OWNER SIGNATURE LINE.*

(B) Certificate of Survey and Accuracy. *INSERT SIGNATURE LINE*, certify that this map was drawn under my direction (or by me) and supervision (or by my supervision) from an actual survey of land (deed description in book, page, etc.), that the error of closure as calculated by latitudes and departures is 1: *INSERT LINE*; that the boundaries not surveyed are shown as broken lines plotted from information found in Book *INSERT LINE* Page *INSERT LINE*; that this plat was prepared in accordance with GS 47-30 as amended. Witness my hand and seal this DATE AND YEAR. *INSERT SURVEYOR SIGNATURE LINE.*

(C) NCDOT Street Disclosure Statement. All streets depicted in this subdivision have been offered to the State of North Carolina for dedication to public use, but these streets have not been accepted into the NCDOT road maintenance system. The streets in this subdivision must meet NCDOT residency requirements to be included in the NCDOT road maintenance system. Following the construction of the streets shown in this subdivision, the developer is responsible for petitioning NCDOT for the addition and acceptance of streets shown upon this plat. I certify the streets shown upon this plat have been designed in an acceptable manner according to the current NCDOT Minimum Construction Standards for Subdivision Roads. *INSERT NCDOT DISTRICT ENGINEER SIGNATURE LINE.*

(D) Private Street Statement. All streets shown hereon are intended for private use and have been identified for conveyance to a homeowners or property owners association for the subdivision. The developer shall be responsible for maintenance until such streets are conveyed to the homeowners or property owners association in a recorded deed. In the event that the homeowners or property owners association becomes inactive or dissolves, Duplin County nor NCDOT assumes no responsibility or ownership of the private streets shown in this subdivision. *INSERT OWNER/DEVELOPER SIGNATURE LINE.*

(E) Drainage Facility Certification. Artificial drainage has been installed in this subdivision according to plans and specifications prepared by *INSERT NAME* and based upon the requirements of the Duplin County Health Department to keep the seasonal high-water table a minimum of 12 inches below the septic tank nitrification lines. Proper landscaping and maintenance of these drainage facilities are the responsibility of the property owners to ensure that septic tank malfunctions do not occur. The Duplin County Health Department assumes no responsibility for the design, maintenance, or the guaranteed performance of the artificial drainage measures and

their effects. *INSERT DRAINAGE FACILITY CERTIFIER SIGNATURE LINE AND HEALTH DEPARTMENT SIGNATURE LINE.*

(F) Certificate of Approval for Recording. I hereby certify that this subdivision plat shown hereon has been found to comply with the Major Subdivision Regulations in the Duplin County Unified Development Ordinance *(REFERENCE SECTION OF UDO)* and that this plat has been approved by the Duplin County Planning Board *(INSERT APPROVAL DATE)* for recording in the Office of the Register of Deeds of Duplin County. *INSERT UDO ADMINISTRATOR SIGNATURE LINE.*

(G) Soil Scientist Certification. I hereby certify that I am a licensed soil scientist in the Stat of North Carolina and have evaluated this subdivision and found that the soils within this subdivision are suitable to accommodate the subsurface wastewater disposal system needs of each of the lots depicted hereon. *INSERT SOIL SCIENTIST SIGNATURE LINE.*

ARTICLE 7. MANUFACTURED HOME AND TRAVEL TRAILER PARK ORDINANCE

SECTION 701: GENERALLY

After the effective date of this UDO, it shall be unlawful for any person to establish or expand an existing manufactured home park or travel trailer park in a manner which is inconsistent with the provisions and requirements of this Article. Any site plan approved prior to the adoption of this UDO must complete construction within twelve (12) months of the effective date of the adoption of the Duplin County Unified Development Ordinance, otherwise the plan approval shall become null and void.

SECTION 702: MANUFACTURED HOME PARK DESIGN STANDARDS

(A) Suitability of Land. Land subject to flooding, improper drainage, erosion, or that is for topographical or other reasons unsuitable for residential use as determined by the Planning Board, shall not be developed for manufactured home parks if such use would continue or increase the danger to health, safety, or property unless the hazards can be, and are corrected, avoided or properly mitigated.

(B) General Requirements.

(1) The owner/operator of a manufactured home park may sell manufactured homes within a manufactured home park under owner/operator ownership to persons or tenants. The owner/operator shall not sell manufactured home lots that have not been legally subdivided. For owners/operators who wish to sell lots of record within the manufactured home park, all lots must be subdivided, and the park will begin the process of becoming a manufactured home subdivision which is required to meet all subdivision standards of Article 6. An individual owner of a manufactured home residing in the park may sell his own manufactured home.

(2) The transfer of individual manufactured home lots within the park by sale or other means shall be prohibited while the park is in operation, unless the lot has been legally subdivided under the provisions of Article 6 and the manufactured home park is being converted from a park into a manufactured home subdivision which includes a homeowners association for maintenance of infrastructure or the infrastructure has been constructed, dedicated and accepted by the appropriate state agency.

(3) No enclosed structure in excess of 500 square feet shall be attached to any manufactured home. Such additions shall not encroach into the minimum setbacks or separation requirements.

(4) Open porches and decks shall not be constructed nearer than five feet to adjacent interior or exterior lot lines.

(5) Only manufactured homes shall be located within manufactured home parks.

(6) Manufactured home park identification signs shall not exceed thirty-two (32) inches in length per side. Only diffused non flashing lighting will be allowed. Lighting shall not directly illuminate the public roadway or reflect light beams or glare that would impair the vision of motorists or interfere with the operation of vehicles. Signs shall not be located within the public right-of-way and shall be located at least 20 feet from any manufactured home.

(7) The separation requirement of the article is intended to protect property values, preserve the character and integrity of the County and to promote the health, safety, and welfare of County residents. No manufactured home park may be located within 1,000 feet in any direction from an existing mobile home park, travel trailer park, school, church, or residence.

(8) Postal mailboxes or receptacles for each lot shall be grouped near the park entrance, at the park office or in any other location as directed by the Post Master.

(9) Buffers are intended to protect adjoining land uses, from the noise, dust, lights, threats to privacy, and aesthetic impacts of more intense land uses. Any manufactured home park with manufactured homes located within 50 feet of a public road right-of-way shall be screened from view from the public road with a buffer as defined by this ordinance. Any portion of any manufactured home or travel trailer park boundary which is BOTH within,1,200 feet AND is visible from any schools, churches, or residences (other than that of the park owner) shall be screened from view with a buffer strip, as defined by this ordinance, along the boundary line facing the school, church, or residence. The buffer requirement may be satisfied by a screen fence as defined by this ordinance. The buffer requirement may also be satisfied by existing natural vegetation meeting the intent of this ordinance provided that the natural vegetation is owned by the manufactured home park owner, the UDO Administrator shall determine if existing vegetation will adequately satisfy the requirements.

(a) No species of plant materials are specified; however, performance of plant materials and methods used shall be in accordance with the requirements and intent of this article.

(b) Plant materials shall average a minimum of 12" in height at the time of planting.

(c) Persons operating manufactured home and travel trailer parks shall utilize good husbandry techniques with regard to plant materials including but not limited to proper planting, mulching, fertilization, pruning and otherwise proper maintenance to ensure a healthy, uniform, continuous solid vegetative screen as soon after planting as possible.

(d) Diseased, dead, or damaged plant materials shall be replaced at the earliest appropriate planting time. The typical planting season is outside of the months of May-September.

(10) Within a manufactured home park, one manufactured home may be used as an administrative office, provided building code requirements have been met.

(11) Convenience establishments of a commercial nature, including food stores, coin operated laundries and dry-cleaning establishments, laundry and dry-cleaning pickup stations, beauty parlors, and barber shops may be permitted in manufactured and travel trailer home and travel trailer parks subject to the following restrictions:

(a) Such establishments shall be located, intended, and designed to serve only the trade or service needs of persons residing in the park.

(b) Such establishments shall be subordinate to the residential use and character of the park.

(c) Off-street parking for commercial establishments shall be provided at a ratio of one (1) space for every four hundred (400) square feet of gross floor area.

(d) Vehicular access to such establishments shall be from Interior streets.

(e) Signs serving such establishments inside the manufactured home park shall be limited to twenty (20) square feet in area, non-illuminated, and shall be attached to the establishment.

(f) All applicable building code requirements shall be met for the use.

(g) Manufactured homes may be located in the park regardless of the age of the home per NCGS 160D-910(c).

(C) Lots.

(1) Generally, lot sizes, shapes and locations shall be made with due regard to topographic conditions, soil conditions, and the surrounding land usage.

(2) The area required for each manufactured home lot shall be determined by the Duplin County Health Department after an investigation of soil conditions, proposed method of sewage disposal, and water supply. However, in no case shall the area of a manufactured home lot be less than ten thousand (10,000) square feet.

(3) Lots need to be surveyed and clearly shown to provide adequate space on the site plan. Lots are not subdivided lots of record unless the manufactured home park is designed to the Subdivision standards of the Duplin County UDO.

(4) Minimum lot areas as specified below:

Water and Sewer Service	Minimum Lot Area	Minimum Lot Width
Lots served by both off-site water supply and off-site sewage disposal	10,000 square feet	60 feet
Lots served by off-site water supply and on-site sewage disposal	21,780 square feet	120 feet
Lots served by on-site water supply and on-site sewage disposal	21,780 square feet	120 feet

(5) Manufactured home minimum setbacks on the lots shall be as follows:

(a) 10 feet from any interior side or rear lot line.

(b) 15 feet from any exterior park boundary line except that no manufactured home may be situated within 100 feet of an established adjoining residential property line.

(c) 15 feet from any exterior park boundary line except that no manufactured home may be situated within 100' of an established adjoining residential property line.

(d) 15 feet from any interior street-right-of-way line.

(e) 20 feet from any building, other manufactured home, or manufactured home park identification sign.

(f) No portion of any setback shall be within the required buffer strip.

(6) Each manufactured home lot shall about on an interior street which has direct access to a public road.

(7) Each manufactured home lot shall have a minimum road frontage of thirty (30) feet.

(8) Each manufactured home lot shall be assigned a street address by the Duplin County E-911 Coordinator. It shall be the responsibility of the manufactured home park owner to post the address in accordance with the Duplin County Addressing and Road Naming Ordinance.

(D) Streets and Parking.

(1) Interior streets shall be private streets, owned and maintained by the manufactured home park owner. The county assumes no responsibility for maintenance of any streets, parking areas, drainage structure or open spaces.

(2) Interior streets shall have a traveled way, a minimum of eighteen (18) feet wide and be graded, drained, and stabilized.

(3) Interior street surfaces shall consist of a minimum of 4" compacted stone or rock on suitable sub-grade.

(4) Streets shall be shown as forty (40) feet wide access easements on site plans and dedicated and recorded as such.

(5) Manufactured home parks with more than twenty (20 lots) shall have at least two access roads connecting to a public road.

(6) Permanent dead end or cul-de-sac streets shall not exceed one thousand (1,000) feet in length and shall have a bulb or other suitable means for vehicles to turn around at the closed end. Bulbs shall have a right-of-way diameter of eighty (80) feet and a traveled portion with a diameter of seventy (70) feet. Other provisions for turning around may be allowed subject to approval by the Planning Board.

(7) Streets and drives within the manufactured home park shall intersect as nearly as possible at right angles to other streets. No streets shall intersect at an angle of less than sixty (60) degrees.

(8) Interior streets shall be named by the manufactured home park Developer. Names shall not duplicate or be similar to existing County Road names. Selection of street names are subject to approval by the Duplin County E-911 Addressing Coordinator.

(9) Two automobile parking spaces shall be provided for each manufactured home lot. No portion of the required spaces shall be within any street right-of-way.

(E) Utilities.

(1) Each manufactured home lot shall be provided with an approval water supply in accordance with 15A NCAC 18A.1700. Provided the water supply and distribution system serves 15 or more connections, it is classified as "public water system: and must be listed with the Public Water Supply Section, division of Environmental Health. Each manufactured home lot must be connected to an approved sewage disposal system as determined by the Duplin County Health Department. The approval of water supply and sewage disposal system is a condition for approval of electrical service to each manufactured home lot.

(2) When public or community water systems or sewage systems are available, the developer shall, at his expense, make connection to those systems. Availability will be determined by the Planning Board.

(3) All streets shall be illuminated from sunset to sunrise. Lights shall be pole mounted overhead style of a design suitable for the purpose. Light poles shall be located approximately along the easement lines of interior streets. Streetlamps shall be a minimum of 175-watt mercury vapor type or its equivalent, spaced at intervals of not more than three hundred (300) feet.

(4) Lighting shall be located to illuminate the entrance street at its intersection with the public right-of-way. Light poles shall be located outside the public right-of-way and shall not cast light or glare onto the public road of such intensity as to impair the vision of motorists or interfere with the operation of vehicles.

(5) County owned solid waste and recycling collection centers shall serve as refuse collection facilities. Private collection may be provided by the manufactured home park owner/operator subject to approval by the Duplin County Solid Waste Department. Trash collection areas shall be well maintained and kept free of debris.

(F) Recreation Area.

(1) Manufactured home parks with more than 20 lots shall provide 400 sq. ft. of suitable recreation area for each lot above 20.

(2) No recreation area shall be less than 2,500 square feet in area.

(3) Maintenance of any recreation areas will be the responsibility of the manufactured home park owner/operator.

SECTION 703: TRAVEL TRAILER PARK DESIGN STANDARDS

(A) Suitability of Land. Land subject to flooding, improper drainage, erosion, or that is for topographical or for other reasons unsuitable for travel trailer use as determined by the Planning Board, shall not be developed for travel trailer parks if such use would continue or increase the danger to health, safety, or property unless the hazards can be and are corrected, avoided, or properly mitigated.

(B) General Requirements.

(1) It shall be unlawful for a person to park or store a manufactured home in a travel trailer park. However, one (1) manufactured home may be allowed within a travel trailer park to be used as an office or residence of persons responsible for the operation and maintenance of the travel trailer park, if Building Code requirements have been met.

(2) Travel trailer park identification signs shall not exceed thirty-two (32) inches in length per side.

(3) Postal mailboxes or receptacles for each lot shall be grouped near the park entrance, at the park office or in any other location as directed by the Post Master.

(4) Buffers shall be in accordance with Section 702(B)(9).

(C) Lots.

(1) Generally, lot sizes, shapes, and location shall be made with due regard to topographic conditions, soil conditions, and the surrounding land usage.

(2) Shall be located on sites with elevations that are not susceptible to flooding. Each space shall be properly graded to obtain a reasonably flat site and to provide adequate drainage away from that space. All ditch banks shall be sloped and seeded.

(3) Each space shall consist of a minimum of fifteen hundred (1,500) square feet.

(4) There shall be a minimum distance of fifteen (15) feet between each travel trailer or structure.

(5) No space shall have direct vehicular access into a public road.

(6) All spaces developed adjacent to a public road shall be set back a minimum of forty (40) feet from the right-of-way line.

(D) Streets and Parking.

(1) Interior streets shall be private streets, owned and maintained by the travel trailer park owner. The County assumes no responsibility for maintenance of any streets, parking areas, drainage structures or open spaces.

(2) The park shall have all-weather roads that directly about each space. All roads shall have a minimum width of eighteen (18) feet.

(3) Cul-de-sacs or dead-end roads shall not exceed one thousand (1,000) feet in length. Any road designed to be permanently closed shall have a turnaround at the closed end with a minimum diameter of eighty (80) feet. The entire area of the turnaround shall be graded and have an all-weather surface. Other provisions for turning around may be allowed subject to approval by the Planning Board.

(E) Utilities.

(1) Each travel trailer lot shall be provided with an approved water, sewer, and electrical service.

(2) No method of sewage disposal shall be installed, altered, or used without the approval of the Duplin County Health Department. All sewage waste from each park, including waste from toilets, showers, bathtubs, lavatories, wash basins, sinks, and water-using appliance not herein mentioned, shall be piped into the sewage disposal system.

(3) Sewage dumping stations shall be approved by the Duplin County Health Department. Each park shall provide at least one (1) sewage dumping station if direct connection to sewage or septic is not available at all lots in the park.

(4) All toilets, shower, lavatory, and laundry facilities shall be provided and maintained in a clean and sanitary condition and always kept in good repair. They shall be safely and adequately lighted. Facilities shall be easily accessible and conveniently located. All toilet, shower, lavatory, and laundry room facilities shall be acceptable to the Duplin County Health Department and shall be in conformity with all applicable codes.

(5) Each park shall have a central structure or structures that provide separate toilet facilities for both sexes. This structure may also contain coin operated machines for the park residents' use only, provided there is no exterior advertising.

(F) Recreation Area.

(1) Each park shall provide recreation areas to serve the needs of the anticipated users. One half (1/2) acre of level well drained ground for every fifteen (15) spaces shall be utilized as a recreation area. The park owner is responsible for the development and maintenance of the recreation areas.

(2) No swimming pool or bathing area shall be installed, altered, improved, or used without compliance with applicable regulations.

SECTION 704: MANUFACTURED HOME AND TRAVEL TRAILER PARK OPERATION

(A) Maintenance. The manufactured home and travel trailer park owner/operator shall be responsible for the continuous maintenance of the park. Streets, driveways, rights-of-way, ditches, surface and subsurface drainage structures, erosion control and signs shall be properly maintained to ensure the safety and convenience of the public. Parks shall be maintained in a sanitary condition to minimize the harborage and breeding of insects and vermin.

(B) Review by Other Agencies. Compliance with this ordinance does not relieve the manufactured home and travel park developer from compliance with regulations adopted and enforced by other local, state and federal agencies which regulate construction of roads, driveway access, electrical supply, health standard, building codes, erosion and sedimentation control, drainage and flood control.

(C) Existing Parks. Existing manufactured home and travel trailer parks that do not comply with the requirements of this article may continue to operate subject to the regulations applicable at the time of approval. But in no case shall any manufactured home or travel trailer park be allowed to be revised, reconstructed, or expanded in a manner which is inconsistent with this article; provided, however, that existing manufactured home parks where the park owner is also the owner of the manufactured home(s) within the park may replace manufactured homes in the park with new or improved manufactured home(s) on existing lots with established water,

electric, and sewer/septic connections, subject to septic tank inspection and permitting by the Duplin County Health Department.

SECTION 705: ADMINISTRATION

After the effective date of this ordinance, no manufactured home or travel trailer park within the jurisdiction of Duplin County shall be established, altered, or expanded until a site plan has been approved by the Planning Board and a construction permit issued. The procedure for approval shall be as outlined below.

(A) Review Fees. The plan submittal shall include payment of a park review fee as established by the County's adopted fee schedule.

(B) Technical Review Committee. The UDO Administrator shall present the proposed site plan to the Technical Review Committee for review of site plan contents and design. The Technical Review Committee will consist of representatives from the County Health Department, Planning Department, Building Inspections Department, Water Department, and E-911 Department. The Technical Review Committee shall review the plan and make recommendations to the Planning Board concerning the plans compliance with this ordinance and other applicable regulations and policies. The UDO Administrator shall advise the developer of any plan deficiencies and of the findings and recommendations of the Technical Review Committee.

(C) Plan Submittal. The developer shall submit the site plan in accordance with the adopted departmental submittal schedule. The site plan shall be prepared by a Professional Land Surveyor, Professional Engineer, or Registered Landscape Architect for plans to be drawn to scale.

(D) Site Plan Contents. The site plan shall be accurately drawn to scale using appropriate materials in a neat and legible manner. The plan shall show or be accompanied by the following information:

(1) Proposed name of manufactured home or travel trailer park.

(2) Name, address and telephone number of developers, owner/operator.

(3) Name, address, and telephone number of designers, planner, surveyor or engineer.

(4) Township.

(5) Date, scale of plan, and north arrow.

(6) Boundary of tract, including deed book and page reference and acreage.

(7) Boundary of manufactured home or travel trailer park.

(8) Location map showing names of adjacent property owners or subdivisions and use of adjacent property.

(9) Existing and proposed interior streets and right-of-way lines, public roadways and right-of-way lines, road names and numbers.

(10) Existing and proposed driveways and parking areas.

(11) Topographic information with contours on at least two-foot intervals, existing and proposed ditches, steams, ponds and wooded areas.

(12) Existing and proposed easements or other rights-of-ways.

(13) Existing and proposed building and manufactured homes or travel trailers.

(14) Existing and proposed manufactured home and travel trailer lots, lot dimensions, and lot numbers.

(15) Existing and proposed systems for surface and subsurface drainage, street lighting, electrical power, water supply and distribution, sewage disposal and refuse collection.

(16) Areas subject to flooding.

(17) Locations of existing and proposed park identification signs, traffic control signs, and street name signs.

(18) Existing and proposed buffers, recreation areas, and open space areas.

(19) Any other such reasonable information as may be required by the Planning Board, to adequately review the plan.

(E) Planning Board Consideration. The Planning Board shall have forty-five (45) days from its initial consideration of the site plan in which to approve, approve conditionally, or disapprove the plan.

(1) Approved Plans. If the site plan is approved by the Planning Board, one copy of the plan, so marked, will be retained by the Planning Board and one copy of the plan, along with a letter of approval will be sent to the developer and to the members of the Technical Review Committee.

(2) Approved Conditionally. If the site plan is approved conditionally by the Planning Board, one copy of the plan so marked, will be retained by the Planning Board and one copy of the plan along with a letter stating the conditions of approval will be sent to the developer, and to the members of the Technical Review Committee.

(3) Disapproved Plans. If the site plan is disapproved by the Planning Board, one copy of the plan, so marked, will be retained by the Planning Board and one copy along with a letter

stating the reasons for disapproval and outlining re-submittal and appeal options will be sent to the developer and to the members of the Technical Review Committee. Appeals may be made in the manner set forth by NCGS 160D-405.

(F) Construction Permit. Upon Planning Board approval of the site plan, the UDO Administrator shall issue a construction permit.

(1) The construction permit authorizes the developer to construct the manufactured home or travel trailer park in accordance with plans as approved by the Planning Board. The construction permit does not relieve the developer from compliance with any applicable regulations and does not authorize construction of improvements which would be in violation of any local, state, or federal regulations.

(2) The construction permit does not authorize the developer to offer manufactured home or travel trailer lots for rent or lease or to locate manufactured homes or travel trailers on the property.

(3) The construction permit will be valid for six (6) months.

(4) If construction has not commenced within six (6) months, Planning Board approval shall become null and void.

(5) The Planning Board, at its discretion, may grant a six (6) month extension to the original approval.

(6) The UDO Administrator may shall periodically observe construction during progress to determine if construction is in compliance with approved plans.

(7) A lot within a manufactured home park is considered fully constructed once the lot has on-site connections to water, electricity, and sewer/septic.

(8) A lot within a travel trailer park is considered fully constructed once the lot has on-site connections to water, electricity, and either direct connection to sewer/septic OR access to a dumping station within the travel trailer park.

(G) Operation Permit. After construction is completed, the developer should inform the UDO Administrator that development is complete. The UDO Administrator shall visit the park to determine if the construction of improvements appears to be in accordance with approved plans and applicable regulations. The operation permit shall not be issued until the park is in compliance with all applicable regulations. If the park is determined to be in compliance, the UDO Administrator shall issue an operation permit. This permit authorizes the developer to rent or lease manufactured home or travel trailer lots and to operate the park. This allows for the manufactured homes or travel trailers to be set-up for occupancy within the park.

(H) Violation. The operation permit shall be valid until revoked. The UDO Administrator may periodically visit the park to determine continued compliance with this article ordinance and other applicable regulations. If the park is determined to be in violation the UDO Administrator shall notify the owner/operator as provided by Article 4, Part VII.

(I) Transfer of Permits. Construction permits are issued to the manufactured home/travel trailer park owner and are not transferable. Operation permits are issued to the manufactured home/travel trailer park owner and are transferable to subsequent park owners. The park owner shall notify the UDO Administrator of any transfer in park ownership within thirty (30) days of transfer. The UDO Administrator may schedule a compliance visit with the new owner after any ownership transfer takes place.

(J) Development in Sections. Developers are encouraged to submit plans showing the proposed manufactured home/travel trailer park in its entirety. However, Planning Board approval, construction and operation permits may be issued for sections of the park. Sections shall contain a minimum of five (5) contiguous lots and must comply with all applicable regulations.

ARTICLE 8. ADULT BUSINESS REGULATIONS

SECTION 801: ADULT ESTABLISHMENT & SEXUALLY ORIENTED BUSINESS

No adult establishment or sexually oriented business shall be permitted in any building or on any premises or property:

(A) Located within two thousand (2,000) feet in any direction from a building used as a dwelling.

(B) Located within two thousand (2,000) feet in any direction from a building in which an adult business establishment or a sexually oriented business is located.

(C) Located within two thousand (2,000) feet in any direction from a building used as a church, synagogue, or other house of worship.

(D) Located within two thousand (2,000) feet in any direction from a building used as a public school or as a state licensed day care center.

(E) Located within two thousand (2,000) feet in any direction from any lot or parcel on which a public playground, public swimming pool, or public park is located.

(F) Special Use Permit approval from the Duplin County Board of Commissioners must be granted for the establishment of such use.

SECTION 802: NONCONFORMING ADULT ESTABLISHMENTS AND SEXUALLY ORIENTED ADULT BUSINESS

Any adult establishment or sexually oriented business lawfully operating on 08/01/1996, that is in violation of this article shall be deemed a nonconforming use. Any use which is determined to be nonconforming by application of the provisions of this section shall be permitted to continue for a period not to exceed two (2) years. Such nonconforming uses shall not be increased, enlarged, extended, or altered, except that the use may be changed to a conforming use. If a nonconforming use is discontinued for a period of one hundred eighty (180) days or more, it may not be re-established. If two (2) or more adult establishment or sexually oriented adult businesses are within two thousand (2,000) feet of one another and otherwise in a permissible location, the business which was first established and continually operating at its present location shall be considered the conforming use and the later-established business(es) shall be considered nonconforming. An adult establishment or sexually oriented adult business lawfully operating as a conforming use shall not be rendered nonconforming by the subsequent location of a dwelling, church, house of worship, day care center, school, playground, public swimming pool or public park within two thousand (2,000) feet of the adult establishment or sexually oriented business.

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ARTICLE 9. JUNKYARD AND SALVAGE YARD ORDINANCE

SECTION 901: GENERALLY

After the effective date of this ordinance, it shall be unlawful for any person to establish, operate, maintain, or expand a junkyard or salvage yard in a manner which is inconsistent with the provisions and requirements of this article. Junkyards shall also fully comply with all requirements established by Chapter 136, Article 12 and obtain any applicable permits from the North Carolina Department of Transportation. Proof of compliance with NCDOT requirements may be required to be provided to the UDO Administrator depending upon the location of the junkyard and the applicability of Chapter 136, Article 12.

SECTION 902: LOCATION

No new junkyard or salvage yard shall be located:

(A) Within 50 feet of the right-of-way line of any public road.

(B) Within 500 feet of any residence owned by persons other than those owning the junkyard or salvage yard.

(C) Within 500 feet of any school, church, public park, public library, nursing home, rest home, airport, cemetery, or other place of public assembly.

(D) Within 100 feet of any potable water supply well.

(E) Within a Special Flood Hazard Area.

SECTION 903: FENCING/SCREENING COMBINATION

If the protective fencing is designed in a manner that it satisfies screening standards and fencing standards, the Planning Board may determine that the protective fencing is sufficient and additional screening as described further in this article may not be required. If this method of compliance is chosen, the fencing/screening shall be of a uniform color scheme and geometric design. However, the Planning Board may, at its discretion, approve other combinations if it finds the intent of this article is satisfied.

SECTION 904: FENCING

Protective perimeter fencing shall be provided around all junkyards and salvage yards as described below. Protective fencing is required in addition to any applicable screening requirements.

(A) A fence or wood, stone, brick, block, steel, or other metal extending from the surface of the ground to a minimum height of six feet and of sufficient materials and construction to

reasonably secure the premises from unauthorized persons shall be constructed along the entire perimeter of every junkyard or salvage yard.

(B) Gates for ingress and egress shall be of sufficient materials and construction to provide the minimum degree of security required for fencing.

(C) Up to two gates, not to exceed 20 feet in width each, are allowed for any junkyard or automobile salvage yard fence. More than two gates will be allowed at the rate of one gate per 1,000 linear feet of perimeter fencing.

SECTION 905: SCREENING

The intent of this Section is to require junkyards and salvage yards to be screened from view from public roads and adjacent properties. Screening shall be provided as specified below.

(A) Types of Screening.

(1) Screen Fence. The screening requirement may be satisfied by fencing specified in this article, which is ALSO of such design and construction as to provide a permanent, solid, continuous, opaque screen extending a minimum of six feet in height above the surface of the ground.

(2) Vegetative Screen. A strip of living plant material planted with one or several species of trees and or shrubs at such spacing which will provide a permanent, solid, continuous, year-round, opaque screen extending from the surface of the ground to a minimum height of six feet at maturity. (See Section 910 for example of vegetative screen.) Upon inspection, the UDO Administrator may determine vegetative screening to be insufficient and shall provide the junkyard or salvage yard owner with the option to either construct a screen fence or allow for the Planning Board to determine a method of screening to achieve compliance.

(3) Other Screens. Combinations of fencing and vegetative screens or other methods of screening determined by the Planning Board to satisfy the intent of this ordinance may be acceptable.

(B) Screening Required. Screening to the specifications required in subsection (A) above shall be required along the perimeter of every junkyard and salvage yard in the following situation:

(1) Any portion of any junkyard or salvage yard which is BOTH within 500 feet of the right-of-way line of any public road AND is visible from the traveled way of any public road shall be screened from public view.

(2) Any portion of any junkyard or salvage yard which is BOTH within 500 feet AND is visible from any residence (other than that of the junkyard or salvage yard owner), school,

church, public park, public library, nursing home, rest home, airport, cemetery, or other place of public assembly shall be screened from view.

SECTION 906: ADDITIONAL REQUIREMENTS

(A) No particular species of plant materials are specified; however, performance of plant materials and methods used shall be in accordance with the requirements and intent of this ordinance. (See Appendix A for a chart of recommended plant materials and spacing.)

(B) Plant materials shall average a minimum of 12" in height at the time of planting.

(C) Persons operating junkyards and salvage yards shall utilize good husbandry techniques with regard to plant materials including, but not limited to proper planting, mulching, fertilization, pruning and otherwise proper maintenance to ensure a healthy, uniform, continuous solid vegetative screen as soon after planting as possible.

(D) Diseased, dead, or damaged plant materials shall be replaced at the earliest appropriate planting time.

(E) Protective fencing shall be maintained in a safe sound condition.

(F) If a vegetative screen in conjunction with the required protective is utilized, plant material shall be planted a sufficient distance from the fence to allow proper maintenance of both the plant materials and fence.

(G) Where practical, gates for access shall be located to minimize visual exposure to adjacent properties and public roads.

(H) Because vegetative screening cannot be established in access driveways and gateways when a vegetative screen is used to satisfy the screening requirement, gates shall meet the requirements for screen fencing.

SECTION 907: OPERATIONS

It is the intent of this section to require all junkyards and salvage yards to be maintained so as to minimize harmful impacts on public health and the environment.

(A) Gasoline, oil, grease, acid, and other chemicals shall be appropriately stored or disposed of to prevent leaching into streams or the soil.

(B) Materials shall be stored to minimize entrapment and holding of water which could be conductive to insect breeding.

(C) Facilities shall be maintained in a safe, sanitary condition.

(D) Facilities shall be maintained to minimize harborage and breeding of insects and vermin.

SECTION 908: NONCONFORMITIES

It is the intent of this section to require junkyards and salvage yards existing as of the effective date of this ordinance to be subject to the requirements of this article. Preexisting junkyards and salvage yards that do not comply with the provisions of this article shall be considered "nonconforming". Nonconforming facilities shall be brought into compliance with this article within 24 months of the effective date of this UDO.

SECTION 909: ADMINSTRATION

(A) Planning Board Approval. Prior to establishment of a new junkyard or salvage yard or expansion of an existing junkyard or salvage yard, the owner/operator shall submit three copies of a sketch plan for approval by the Planning Board. The sketch plan shall be submitted to the UDO Administrator in accordance with the submittal schedule adopted by the Duplin County Planning Department. The required sketch plan shall show or be accompanied by the following:

(1) Title of Plan.

(2) Name, address, and telephone number of owner/operators.

(3) Approximate boundary of property.

(4) Boundary of proposed junkyard/salvage yard.

(5) Location of protective and screen fences.

(6) Location of vegetative screen.

(7) Specifications on type of fence and type and spacing of plant material to be used.

(8) Approximate locations of adjacent homes, schools, churches, cemeteries, or other places of public assembly, wells, roads, or other public rights-of-way and wooded areas within 1000 ft. Distance needs to be clearly shown and indicated in feet on the site plan.

(9) North arrow.

(10) Date of plan.

(11) Scale of plan.

(12) Vicinity map.

(13) Proposed location of gates and driveways

(14) Adjacent property owners and use of adjacent property.

(15) Any other such reasonable information as may be required by the Planning Board.

(B) Construction Permit Required. Construction or expansion of a junkyard or salvage yard shall not begin until authorized by the UDO Administrator of this ordinance. Upon Planning Board approval of the sketch plan, the UDO Administrator shall issue a construction permit authorizing construction of the junkyard/salvage yard as approved. The permit will be valid for 12 months. If construction has not been completed within 12 months, Planning Board approval shall become null and void. The Planning Board at its discretion may grant a 12-month extension to the construction permit.

(C) Duties of UDO Administrator. Upon receipt of a sketch plan containing sufficient information, the UDO Administrator shall submit the plan to the Planning Board for consideration based of the submittal schedule adopted by the Duplin County Planning Department. The UDO Administrator shall review the proposed plan and advise the owner of any deficiencies. The UDO Administrator shall make a recommendation to the Planning Board regarding the plan's compliance with the ordinance.

(D) Duties of Planning Board. The Planning Board shall have 45 days from its initial consideration of the plan in which to approve, approve conditionally, or disapprove the plan.

(1) Approved Plans. If the plan is approved by the Planning Board, one copy of the plan, so marked, will be retained by the Planning Board, one copy will be returned to the owner with a letter of approval and one copy will be sent to the UDO Administrator.

(2) Approved Conditionally. If the plan is approved conditionally by the Planning Board, one copy of the plan, so marked, will be retained by the Planning Board, one copy will be forward to the UDO Administrator and one copy will be returned to the owner with a letter stating the reasons for conditional approval and the conditions to be addressed for final approval of the plan. Any conditions imposed on the plan must be agreed to by the applicant and shall be addressed prior to issuance of a construction permit.

(3) Disapproved Plans. If the plan is disapproved by the Planning Board, one copy of the plan, so marked, will be retained by the Planning Board, one copy will be forwarded to the UDO Administrator and one copy will be returned to the owner with a letter stating the reasons for disapproval and outlining resubmittal and appeal options. Appeals shall be made in accordance with NCGS 160D-405.

(E) Duties of UDO Administrator. The UDO Administrator of this ordinance upon Planning Board approval and upon application by the owner, shall be authorized to issue a construction permit. The UDO Administrator shall upon completion of construction periodically monitor the operation of the facility to determine continued compliance with this ordinance. The regulations prescribed in this ordinance shall be enforced by the UDO Administrator.

SECTION 910: RECOMMENDED PLAT MATERIAL

(1) Trees

NAME	HEIGHT (H) SPREAD (S)	SPACING	GROWTH RATE*
American Holly	(H) 15-30' (S) 10-20'	6'	Fast
Carolina Cherry	(H) 20-25' (S) 15-20'	10'	Moderate
DaHoon Holly	(H) 15-20' (S) 10-15'	6'	Fast
Eastern Red Cedar	(H) 30' (S) 15'	6'	Moderate
Japanese Evergreen	(H) 20-40' (S) 8-16'	8'	Moderate
Yaupon Holly	(H) 20' (S) 6-12'	6'	Moderate

(2) Shrubs

Chinese Holly	(H) 10' (S) 6-8'	10'	Moderate
Chinese Photinia	(H) 12' (S) 5-10'	8'	Fast
Cleyera	(H) 10' (S) 5-6'	10'	Moderate
Fortune's Osmanthus	(H) 15' (S) 5-7'	10'	Moderate
Glossy Privet	(H) 8-10' (S) 5-10'	12'	Fast
Japanese Holly	(H) 6-17' (S) 3-5'	10'	Slow
Japanese Privet	(H) 4-20' (S) 5-6'	10'	Fast
Luster Leaf Holly	(H) 8-12' (S) 7-11'	10'	Moderate
Pittosporum	(H) 10-30' (S) 5-8	10'	Moderate
Southern Wax Myrtle	(H) 20' (S) 6-12'	8'	Fast
Spice Plant	(H) 8-12' (S) 8-10'	10'	Moderate
Thorny Elaeagnus	(H) 8-11' (S) 6-10'	10'	Moderate

* GROWTH RATE APPROXIMATIONS IN HEIGHT:

Slow - 6' per year
Moderate - 8' per year
Fast - 12' per year

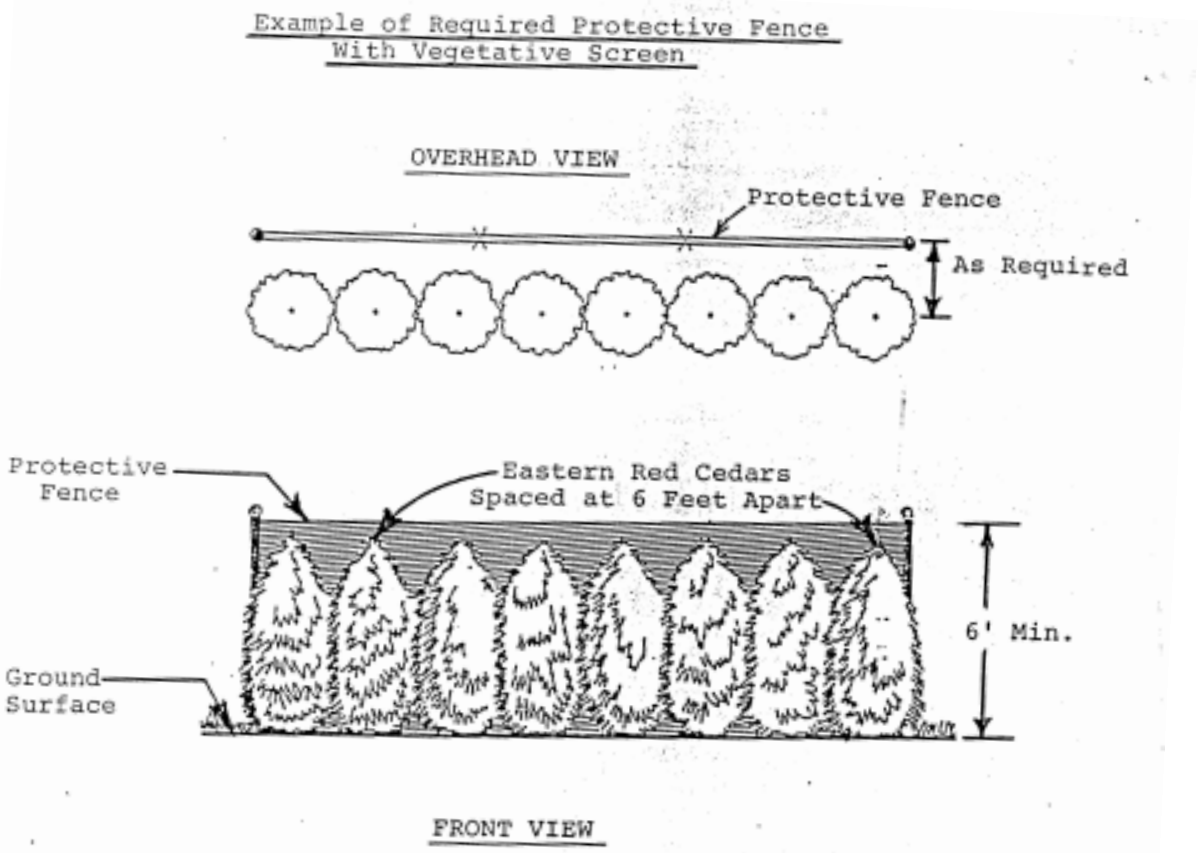


Figure VIII-1

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ARTICLE 10. SOLAR ENERGY FACILITIES REGULATIONS

SECTION 1001: GENERALLY

The purpose of this article is to facilitate the siting, construction, installation, and operation of solar energy generating facilities in Duplin County in a manner that promotes economic development and safeguards the protection of the health, safety and general welfare of the citizens while also avoiding adverse impacts to adjacent land uses and property owners.

SECTION 1002: PROHIBITIONS

It shall be unlawful after the effective date of this ordinance for any person, firm, or corporation, or other legal entity to construct, establish, modify, or expand a solar energy generating facility within the jurisdiction of Duplin County until a site plan for such has been approved by the Duplin County Planning Board. Modification of an existing solar facility that increases the area by more than 10% of the original footprint shall be subject to this article.

SECTION 1003: LOCATION AND BUFFERS

(A) All improved areas, including disposal areas, shall be at least 60 feet from a public road right-of-way.

(B) Improved areas shall be at least 300 feet from any residence or church, measured from the principal building. In the event there is no residence or church within 300 feet from the improved areas, then the improved area shall be at least 50 feet from the property line.

(C) All access roads and storage areas shall be established on a 30 feet minimum easement to a public right-of-way.

(D) All solar energy facilities shall have a minimum landscape buffer of 25 feet along the perimeter of the improved area. The buffer shall contain evergreen trees or bushes planted no more than 8 feet apart and at least 4' tall at time of planting. The buffer shall reach a height of 7 feet within 3 growing seasons. The trees or bushes may be trimmed but no lower than a height of 7 feet. Facility operators shall utilize good husbandry techniques with respect to maintaining the landscape buffer, including but not limited to, proper pruning, proper fertilizer, and proper mulching, so that the vegetation will reach maturity as soon as practical and will have maximum density in foliage. Dead or diseased vegetation shall be removed and must be replanted at the next appropriate planting time. Plants or grasses not part of landscaping shall be maintained by the facility operator not to exceed twelve inches in height. A buffer area will not be required between a solar energy facility and adjacent industrial, agriculture, timber, or commercial land uses. A planted buffer will not be required if an opaque fence is installed.

(E) All solar energy facilities proposed to be located in areas where development is regulated by the Duplin County Airport Land Use and Height Restriction Article Ordinance must be permitted by the Duplin County Planning Department in accordance with said article ordinance.

SECTION 1004: SECURITY

(A) All solar energy facilities shall be completely fenced to restrict unauthorized access, forming a continuous barrier extending from the surface of the ground to a uniform height of not less than six (6) feet from: the ground at any given point, constructed of wood, stone, steel, or other metal, or any substance. of a similar nature and strength.

(B) An information sign shall be posted and maintained at the entrance(s) listing the name and phone number of the operator to be contacted in case of emergency.

SECTION 1005: SUPPLEMENTAL REGULATIONS

(A) The manufacturers or installers' identification and appropriate warning sign shall be posted on or near the panels in a clearly visible manner.

(B) On-site power lines between solar panels and inverters shall be placed underground.

(C) The design of solar energy facilities buffers shall use materials, colors, textures, screening, and landscaping, that will blend the facility into the natural setting and existing environment.

(D) If the solar energy facility consists of batteries or storage of batteries, adequate design must be provided to ensure all local, state, and federal requirements regulating outdoor battery storage have been met.

(E) The applicant must obtain from NC Department of Transportation a driveway permit if access to the site is located on a state road.

(F) A copy of the Purchase Power Application with the utility company that will be purchasing electricity from the proposed site shall be provided to the County Planning Department prior to the Duplin County Building Inspections issuing a permit.

(G) An affidavit or evidence of an agreement or property lease between the property owner and the facility's owner or operator confirming the owner or operator has permission of the property owner to apply for necessary permits for construction and operation of the solar energy facility.

(H) Any other relevant studies, reports, certificates, and approval as may be reasonably required by the county.

(I) A description of the proposed technology to include type of solar panel and system, fixed mounted verses solar tracking, numbers of panels, and angles of orientation.

SECTION 1006: SITE PLAN / ELECTRICAL & STRUCTURAL DRAWINGS

(A) Owners or operators of solar energy facilities shall present three copies of a site plan which conform to the standards of this article to the UDO Administrator. The site plan shall depict and include improved areas, setbacks, panel sizes, location of property lines, buildings, and road rights-of-way.

(B) The Planning Board shall review the site plan to ensure conformity with the requirements of this article. No new solar energy facility shall be operated until the site plan has been approved by the Duplin County Planning Board; provided, however, if the Planning Board has not taken action within ninety (90) days after the first Planning Board meeting after the submission of the site plan, said site plan will be deemed to be approved.

(C) Applications for variance from the standards of this article must be made in the manner established by the Duplin County UDO and NCGS 160D-705 and NCGS 160D-406.

(D) Appeals of a Planning Board decision shall be made in accordance with the provisions established by NCGS 160D-405.

(E) Upon approval from the Duplin County Planning Board, as well as any other Federal, or State Agency, the person, firm, or corporation shall be required to submit two (2) copies of the approved site plans, two (2) copies of the engineered electrical and structural plans to the Duplin County Building Inspections Department. Application for Electrical and Building Permits in accordance with applicable provisions of the General Statutes shall be due at the time of plan submittal to the Duplin County Building Inspections Department. After Approval of the Electrical and Structural drawings a permit may be issued for work to begin. Inspections will be made according to the advancement of construction to assure compliance in accordance with applicable provisions of the General Statutes. After all inspections are completed, a certificate of compliance will be issued for the site.

SECTION 1007: DECOMMISSIONING AND ABANDONMENT

Responsible parties shall comply with all North Carolina Department of Environmental Quality decommissioning requirements as set forth in Session Law 2023-58, House Bill 130. The responsible party shall provide Duplin County Planning with the same notice they provide to NCDEQ once the solar energy facility is being decommissioned and provide copies of correspondence with NCDEQ to the County to ensure compliance.

(A) Decommissioning. A decommissioning plan signed by the party responsible for decommissioning and the landowner (if different) addressing the following shall be submitted prior to the issuance of the development permit.

(1) Defined conditions upon which decommissioning will be initiated (i.e., end of land lease, no power production for 12 months, abandonment, etc.)

(2) Removal of all non-utility owned equipment, conduit, structures, fencing, roads, solar panels, and foundations.

(3) Restoration of property to condition prior to development of the solar energy facility.

(4) The timeframe for completion of decommissioning activities.

(5) Description of any agreement (e.g., lease) with landowner regarding decommissioning.

(6) The party currently responsible for decommissioning.

(7) Plans for updating the decommissioning plan.

(B) Abandonment. A solar facility that ceases to produce energy on a continuous basis for 12 months will be considered abandoned unless the current responsible party (or parties) with ownership interest in the facility provides substantial evidence to the UDO Administrator of the intent to maintain and reinstate the operation of that facility. It is the responsibility of the responsible party (or parties) identified in the Decommissioning Plan to remove all equipment and facilities and restore the parcel to its condition prior to development of the solar facility. For any solar facility developed prior to the adoption of this ordinance, it is the responsibility of landowner to remove all equipment and facilities and restore the parcel to its condition prior to development of the solar facility. The UDO Administrator shall be notified prior to cessation of operations.

(1) Upon determination of abandonment, the UDO Administrator shall notify the party (or parties) responsible they must remove the equipment and restore the site to its condition prior to development of the solar facility within three hundred and sixty-five (365) days of notice by the UDO Administrator.

(2) If the responsible party (or parties) fails to comply, the UDO Administrator may remove the equipment, sell any removed materials, and initiate judicial proceedings or take any other steps legally authorized against the responsible parties to recover the costs required to remove the solar facility and restore the site to a nonhazardous pre-development condition.

ARTICLE 11. FLOOD DAMAGE PREVENTION ORDINANCE

PART I. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, & OBJECTIVES

SECTION 1101: STATUTORY AUTHORIZATION

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Article 6 of Chapter 153A; Article 8 of Chapter 160A; and Article 7, 9, and 11 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the authority to adopt regulations designed to promote the public health, safety, and general welfare. Therefore, the Board of County Commissioners of Duplin County, North Carolina, does ordain as follows.

SECTION 1102: FINDINGS OF FACT

(A) The flood prone areas within the jurisdiction of Duplin County are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

(B) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities and by the occupancy in flood prone areas of uses vulnerable to floods or other hazards.

SECTION 1103: STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within flood prone areas by provisions designed to:

(A) Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards or that result in damaging increases in erosion, flood heights or velocities;

(B) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;

(C) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;

(D) Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and

(E) Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters, or which may increase flood hazards to other lands.

SECTION 1104: OBJECTIVES

The objectives of this ordinance are to:

(A) Protect human life, safety, and health;

(B) Minimize expenditure of public money for costly flood control projects;

(C) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(D) Minimize prolonged business losses and interruptions;

(E) Minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in flood prone areas;

(F) Minimize damage to private and public property due to flooding;

(G) Make flood insurance available to the community through the National Flood Insurance Program;

(H) Maintain the natural and beneficial functions of floodplains;

(I) Help maintain a stable tax base by providing for the sound use and development of flood prone areas; and

(J) Ensure that potential buyers are aware that property is in a Special Flood Hazard Area.

PART II. DEFINITIONS

SECTION 1105: DEFINITION OF BASIC TERMS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

“Accessory Structure (Appurtenant Structure)” means a structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports, and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

“Addition (to an existing building)” means an extension or increase in the floor area or height of a building or structure.

“Alteration of a watercourse” means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or

any other form of modification which may alter, impede, retard, or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

“Appeal” means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

“Area of Shallow Flooding” means a designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with base flood depths determined to be from one (1) to three (3) feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

“Area of Special Flood Hazard” see “Special Flood Hazard Area (SFHA)”.

“Base Flood” means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

“Base Flood Elevation (BFE)” means a determination of the water surface elevations of the base flood as published in the Flood Insurance Study. When the BFE has not been provided in a “Special Flood Hazard Area”, it may be obtained from engineering studies available from a Federal, State, or other source using FEMA approved engineering methodologies. This elevation, when combined with the “Freeboard”, establishes the “Regulatory Flood Protection Elevation”.

“Basement” means any area of the building having its floor subgrade (below ground level) on all sides.

“Building” see “Structure”.

“Chemical Storage Facility” means a building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

“Design Flood” See “Regulatory Flood Protection Elevation.”

“Development” means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

“Development Activity” means any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

“Digital Flood Insurance Rate Map (DFIRM)” means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

“Disposal” means, as defined in NCGS 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any

constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

“Elevated Building” means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

“Encroachment” means the advance or infringement of uses, fill, excavation, buildings, structures or development into a special flood hazard area, which may impede or alter the flow capacity of a floodplain.

“Existing building and existing structure” means any building and/or structure for which the “start of construction” commenced before the effective date of the initial FIRM for the community, dated July 4, 1989.

“Existing Manufactured Home Park or Manufactured Home Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community, dated September 16, 1988.

“Flood” or “Flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

(a) The overflow of inland or tidal waters; and/or

(b) The unusual and rapid accumulation or runoff of surface waters from any source.

“Flood Boundary and Floodway Map (FBFM)” means an official map of a community, issued by the FEMA, on which the Special Flood Hazard Areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the Flood Insurance Rate Map (FIRM).

“Flood Insurance” means the insurance coverage provided under the National Flood Insurance Program.

“Flood Insurance Rate Map (FIRM)” means an official map of a community, issued by the FEMA, on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated. (see also DFIRM)

“Flood Insurance Study (FIS)” means an examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the FEMA. The Flood Insurance Study report includes Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), if published.

“Flood Prone Area” see “Floodplain”

"Flood Zone" means a geographical area shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

"Floodplain" means any land area susceptible to being inundated by water from any source.

"Floodplain Administrator" is the individual appointed to administer and enforce the floodplain management regulations.

"Floodplain Development Permit" means any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

"Floodplain Management Regulations" means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power. This term describes federal, state or local regulations, in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

"Flood-resistant material" means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

"Floodway" means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

"Floodway encroachment analysis" means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and hydraulic models meeting the minimum requirements of the National Flood Insurance Program.

"Freeboard" means the height added to the BFE to account for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, precipitation exceeding the base flood, and the hydrological effect of urbanization of the watershed. The BFE plus the freeboard establishes the "Regulatory Flood Protection Elevation".

"Functionally Dependent Facility" means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, limited to a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

"Hazardous Waste Management Facility" means, as defined in NCGS 130A, Article 9, a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste.

"Highest Adjacent Grade (HAG)" means the highest natural elevation of the ground surface, prior to construction, immediately next to the proposed walls of the structure.

"Historic Structure" means any structure that is:

(a) Listed individually in the National Register of Historic Places (a listing maintained by the US Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;

(b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(c) Individually listed on a local inventory of historic landmarks in communities with a "Certified Local Government (CLG) Program"; or

(d) Certified as contributing to the historical significance of a historic district designated by a community with a "Certified Local Government (CLG) Program."

Certified Local Government (CLG) Programs are approved by the US Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the State Historic Preservation Officer as having met the requirements of the National Historic Preservation Act of 1966 as amended in 1980.

"Letter of Map Change (LOMC)" means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(a) Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective

Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(b) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(c) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

"Light Duty Truck" means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

(a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

(b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(c) Available with special features enabling off-street or off-highway operation and use.

"Lowest Adjacent Grade (LAG)" means the lowest elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

"Lowest Floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map Repository" means the location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products have the same authority as hard copy products. Therefore, the NCEM's Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data the NC FRIS website (http://FRIS.NC.GOV/FRIS) is the map repository, and for historical flood hazard data the FloodNC website (http://FLOODNC.GOV/NCFLOOD) is the map repository.

"Market Value" means the building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (Actual Cash Value); or adjusted tax assessed values.

"New Construction" means structures for which the "start of construction" commenced on or after the effective date of the initial floodplain management regulations and includes any subsequent improvements to such structures.

"Non-Conversion Agreement" means a document stating that the owner will not convert or alter what has been constructed and approved. Violation of the agreement is considered a violation of the ordinance and, therefore, subject to the same enforcement procedures and penalties. The agreement must be filed with the recorded deed for the property. The agreement must show the clerk's or recorder's stamps and/or notations that the filing has been completed.

"Non-Encroachment Area (NEA)" means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as designated in the Flood Insurance Study report.

"Post-FIRM" means construction or other development for which the "start of construction" occurred on or after July 4, 1989, the effective date of the initial Flood Insurance Rate Map.

"Pre-FIRM" means construction or other development for which the "start of construction" occurred before July 4, 1989, the effective date of the initial Flood Insurance Rate Map.

"Principally Above Ground" means that at least 51% of the actual cash value of the structure is above ground.

"Public Safety" and/or "Nuisance" means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

"Recreational Vehicle (RV)" means a vehicle, which is:

(a) Built on a single chassis;

(b) 400 square feet or less when measured at the largest horizontal projection;

(c) Designed to be self-propelled or permanently towable by a light duty truck;

(d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use, and

(e) Is fully licensed and ready for highway use.

For the purpose of this ordinance, "Tiny Homes/Houses" and Park Models that do not meet the items listed above are not considered Recreational Vehicles and should meet the standards of and be permitted as Residential Structures.

"Reference Level" is the top of the lowest floor for structures within Special Flood Hazard Areas designated as Zones A, AE, AH, AO, A99.

"Regulatory Flood Protection Elevation" means the "Base Flood Elevation" plus the "Freeboard". In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus two (2) feet freeboard. In "Special Flood Hazard Areas" where no BFE has been established, this elevation shall be at least two (2) feet above the highest adjacent grade.

"Remedy a Violation" means to bring the structure or other development into compliance with state and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Salvage Yard" means any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances and related machinery.

"Solid Waste Disposal Facility" means any facility involved in the disposal of solid waste, as defined in NCGS 130A-290(a)(35).

"Solid Waste Disposal Site" means, as defined in NCGS 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

"Special Flood Hazard Area (SFHA)" means the land in the floodplain subject to a one percent (1%) or greater chance of being flooded in any given year, as determined in Section 1107 of this ordinance.

"Start of Construction" includes substantial improvement, and means the date the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means

either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

"Substantial Damage" means damage of any origin sustained by a structure during any one-year period whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. See definition of "substantial improvement".

"Substantial Improvement" means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one-year period for which the cost equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

(a) Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or

(b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to Section 1118 of this ordinance.

"Technical Bulletin and Technical Fact Sheet" means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

It should be noted that Technical Bulletins and Technical Fact Sheets provide guidance on the minimum requirements of the NFIP regulations. State or community requirements that exceed those of the NFIP take precedence. Design professionals should contact the community officials to determine whether more restrictive State or local regulations apply to the building or site in question. All applicable standards of the State or local building code must also be met for any building in a flood hazard area.

"Temperature Controlled" means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

"Variance" is a grant of relief from the requirements of this ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Article 11, Parts IV and V is presumed to be in violation until such time as that documentation is provided.

"Water Surface Elevation (WSE)" means the height, in relation to NAVD 1988, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

"Watercourse" means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

PART III. GENERAL PROVISIONS

SECTION 1106: LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all Special Flood Hazard Areas within the jurisdiction of Duplin County.

SECTION 1107: BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated June 19, 2020, for Duplin County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance, and all revisions thereto. Future revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of Duplin County are also adopted for reference and declared a part of this Ordinance. Subsequent Letter of Map Revisions (LOMR) and/or Physical Map Revisions (PMRs) shall be adopted within 3 months.

SECTION 1108: ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities within Special Flood Hazard Areas determined in accordance with the provisions of Section 1106 of this ordinance.

SECTION 1109: COMPLIANCE

No structure or land shall hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of this ordinance and other applicable regulations.

SECTION 1110: ABROGRATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION 1111: INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

(A) Considered as minimum requirements;

(B) Liberally construed in favor of the governing body; and

(C) Deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION 1112: WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur. Actual flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Duplin County or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

SECTION 1113: PENALTIES FOR VIOLATION

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than $100.00 or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Duplin County from taking such other lawful action as is necessary to prevent or remedy any violation.

PART IV. ADMINISTRATION

SECTION 1114: DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The UDO Administrator, hereinafter referred to as the "Floodplain Administrator", is hereby appointed to administer and implement the provisions of this ordinance. In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator shall be responsible for the coordination and County's overall compliance with the National Flood Insurance Program and the provisions of this ordinance.

SECTION 1115: FLOODPLAIN DEVELOPMENT APPLICATION, PERMIT AND CERTIFICATION REQUIREMENTS.

(A) Application Requirements. Application for a Floodplain Development Permit shall be made to the Floodplain Administrator prior to any development activities located within Special Flood Hazard Areas. The following items shall be presented to the Floodplain Administrator to apply for a floodplain development permit:

(1) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:

(a) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;

(b) The boundary of the Special Flood Hazard Area as delineated on the FIRM or other flood map as determined in Section 1107, or a statement that the entire lot is within the Special Flood Hazard Area.

(c) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Section 1107;

(d) The boundary of the floodway(s) or non-encroachment area(s) as determined in Section 1107;

(e) The Base Flood Elevation (BFE) where provided as set forth in Section 1107; Section 1116; or Section 1122;

(f) The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and

(g) The certification of the plot plan by a registered land surveyor or professional engineer.

(2) Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area including but not limited to:

(a) Elevation in relation to NAVD 1988 of the proposed reference level (including basement) of all structures;

(b) Elevation in relation to NAVD 1988 to which any non-residential structure in Zones A, AE, AH, AO, A99 will be floodproofed; and

(c) Elevation in relation to NAVD 1988 to which any proposed utility systems will be elevated or floodproofed.

(3) If floodproofing, a Floodproofing Certificate (FEMA Form 086-0-34) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.

(4) A Foundation Plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include but are not limited to:

(a) The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and

(b) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with Section 1120(D)(4) when solid foundation perimeter walls are used in Zones A, AE, AH, AO, A99.

(5) Usage details of any enclosed areas below the lowest floor.

(6) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.

(7) Certification that all other Local, State and Federal permits required prior to floodplain development permit issuance have been received.

(8) Documentation for placement of Recreational Vehicles and/or Temporary Structures, when applicable, to ensure that the provisions of Section 1120(F) and (G) of this ordinance are met.

(9) A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.

(B) Permit Requirements. The Floodplain Development Permit shall include, but not be limited to:

(1) A complete description of all the development to be permitted under the floodplain development permit (e.g., house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.).

(2) The Special Flood Hazard Area determination for the proposed development in accordance with available data specified in Section 1107.

(3) The Regulatory Flood Protection Elevation required for the reference level and all attendant utilities.

(4) The Regulatory Flood Protection Elevation required for the protection of all public utilities.

(5) All certification submittal requirements with timelines.

(6) A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse, as applicable.

(7) The flood openings requirements.

(8) Limitations of below BFE enclosure uses (i.e., parking, building access and limited storage only).

(9) A statement, that all materials below BFE/RFPE must be flood resistant materials.

(C) Certification Requirements.

(1) Elevation Certificates.

(a) An Elevation Certificate (FEMA Form 086-0-33) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.

(b) An Elevation Certificate (FEMA Form 086-0-33) is required after the reference level is established. Within seven (7) calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. Any work done within the seven (7) day

calendar period and prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop-work order for the project.

(c) A final Finished Construction Elevation Certificate (FEMA Form 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

(2) Floodproofing Certificate.

(a) If non-residential floodproofing is used to meet the Regulatory Flood Protection Elevation requirements, a Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to

permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(b) A final Finished Construction Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

(3) If a manufactured home is placed within Zones A, AE, AH, AO, A99 and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of Section 1120(C)(2).

(4) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.

(5) Certification Exemptions. The following structures, if located within Zones A, AE, AH, AO, A99, are exempt from the elevation/floodproofing certification requirements specified in items (1) and (2) of this subsection:

(a) Recreational Vehicles meeting requirements of Section 1120(F)(1); Recreational Vehicles must be moved every 180 days.

(b) Temporary Structures meeting requirements of Section 1120(G); and

(c) Accessory Structures that are 150 square feet or less or $3,000 or less and meeting requirements of Section 1120(H).

(D) Determinations for Existing Buildings and Structures. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

SECTION 1116: DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator shall perform, but not be limited to, the following duties:

(A) Review all floodplain development applications and issue permits for all proposed development within Special Flood Hazard Areas to assure that the requirements of this ordinance have been satisfied.

(B) Review all proposed development within Special Flood Hazard Areas to assure that all necessary local, state and federal permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

(C) Notify adjacent communities and the North Carolina Department of Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).

(D) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.

(E) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of Section 1124 are met.

(F) Obtain actual elevation (in relation to NAVD 1988) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of Section 1115(C).

(G) Obtain actual elevation (in relation to NAVD 1988) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of Section 1115(C).

(H) Obtain actual elevation (in relation to NAVD 1988) of all public utilities in accordance with the provisions of Section 1115(C).

(I) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of Section 1115(C) and Section 1120(B).

(J) Where interpretation is needed as to the exact location of boundaries of the Special Flood Hazard Areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

(K) When BFE data has not been provided in accordance with the provisions of Section 1107, obtain, review, and reasonably utilize any BFE data, along with floodway data or non-encroachment area data available from a federal, state, or other source, including data developed pursuant to Section 1122(B)(3), in order to administer the provisions of this ordinance.

(L) When BFE data is provided but no floodway or non-encroachment area data has been provided in accordance with the provisions of Section 1107, obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a federal, state, or other source in order to administer the provisions of this ordinance.

(M) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

(N) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the Floodplain Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Floodplain Administrator has a right, upon presentation of proper credentials, to enter on any premises

within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.

(O) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.

(P) Revoke floodplain development permits as required. The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.

(Q) Make periodic inspections throughout the Special Flood Hazard Areas within the jurisdiction of the community. The Floodplain Administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

(R) Follow through with corrective procedures of Section 1117.

(S) Review, provide input, and make recommendations for variance requests.

(T) Maintain a current map repository to include, but not limited to, historical and effective FIS Report, historical and effective FIRM and other official flood maps and studies adopted in accordance with the provisions of Section 1107 of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify State and FEMA of mapping needs.

(U) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).

SECTION 1117: CORRECTIVE PROCEDURES

(A) Violations to be Corrected. When the Floodplain Administrator finds violations of applicable state and local laws; it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.

(B) Actions in Event of Failure to Take Corrective Action. If the owner of a building or property shall fail to take prompt corrective action, the Floodplain Administrator shall give the owner written

notice, by certified or registered mail to the owner's last known address or by personal service, stating:

(1) That the building or property is in violation of the floodplain management regulations;

(2) That a hearing will be held before the Floodplain Administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and

(3) That following the hearing, the Floodplain Administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.

(C) Order to Take Corrective Action. If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more than one hundred eighty (180) calendar days. Where the Floodplain Administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.

(D) Appeal. Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the Floodplain Administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

(E) Failure to Comply with Order. If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58 and shall be punished at the discretion of the court.

SECTION 1118: VARIANCE PROCEDURES

(A) The Duplin County Planning Board as established by Duplin County, hereinafter referred to as the "appeal board", shall hear and decide requests for variances from the requirements of this ordinance.

(B) Any person aggrieved by the decision of the appeal board may appeal such decision to the Court, as provided in Chapter 7A of the North Carolina General Statutes.

(C) Variances may be issued for:

(1) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;

(2) Functionally dependent facilities if determined to meet the definition as stated in Article 11, Part II of this ordinance, provided provisions of Section 1118(I)(2), (3), and (5) been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or

(3) Any other type of development provided it meets the requirements of this Section.

(D) In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:

(1) The danger that materials may be swept onto other lands to the injury of others;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(4) The importance of the services provided by the proposed facility to the community;

(5) The necessity to the facility of a waterfront location as defined under Article 11, Part II of this ordinance as a functionally dependent facility, where applicable;

(6) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

(7) The compatibility of the proposed use with existing and anticipated development;

(8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

(9) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(10) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(11) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.

(E) A written report addressing each of the above factors shall be submitted with the application for a variance.

(F) Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this ordinance.

(G) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the BFE and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE may result in increased premium rates for flood insurance up to $25 per $100 of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.

(H) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the FEMA and the State of North Carolina upon request.

(I) Conditions for Variances:

(1) Variances shall not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.

(2) Variances shall not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge.

(3) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(4) Variances shall only be issued prior to development permit approval.

(5) Variances shall only be issued upon:

(a) A showing of good and sufficient cause;

(b) A determination that failure to grant the variance would result in exceptional hardship; and

(c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(J) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in Special Flood Hazard Areas provided that all of the following conditions are met.

(1) The use serves a critical need in the community.

(2) No feasible location exists for the use outside the Special Flood Hazard Area.

(3) The reference level of any structure is elevated or floodproofed to at least the Regulatory Flood Protection Elevation.

(4) The use complies with all other applicable federal, state and local laws.

(5) Duplin County has notified the Secretary of the North Carolina Department of Public Safety of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.

PART V. PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION 1119: GENERAL STANDARDS

In all Special Flood Hazard Areas, the following provisions are required:

(A) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.

(B) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage in accordance with the FEMA Technical Bulletin 2, Flood Damage-Resistant Materials Requirements.

(C) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.

(D) All new electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall be located at or above the RFPE or designed and installed to prevent water from entering or accumulating within the components during the occurrence of the base flood. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, hot water heaters, and electric outlets/switches.

(1) Replacements part of a substantial improvement, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall also meet the above provisions.

(2) Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and/or improvements only comply with the standards for new construction consistent with the code and requirements for the original structure.

(E) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

(F) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into flood waters.

(G) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

(H) Nothing in this ordinance shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the Regulatory Flood Protection Elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.

(I) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in Section 1118(J). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the Regulatory Flood Protection Elevation and certified in accordance with the provisions of Section 1115(C).

(J) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.

(K) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

(L) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.

(M) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

(N) When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.

(O) When a structure is located in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest BFE shall apply.

(P) Buildings and structures that are located in more than one flood hazard area shall comply with the provisions associated with the most restrictive flood hazard area.

SECTION 1120: SPECIFIC STANDARDS

In all Special Flood Hazard Areas where BFE data has been provided, as set forth in Section 1107 or Section 1122, the following provisions, in addition to the provisions of Section 1119 are required:

(A) Residential Construction. New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Article 11, Part II of this ordinance.

(B) Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Article 11, Part II of this ordinance. Structures located in Zones A, AE, AH, AO, A99 may be floodproofed to the Regulatory Flood Protection Elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.

(C) Manufactured Homes.

(1) New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the Regulatory Flood Protection Elevation, as defined in Article 11, Part II of this ordinance.

(2) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the Commissioner of Insurance pursuant to NCGS 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.

(3) All enclosures or skirting below the lowest floor shall meet the requirements of Section 1120(D).

(4) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or

subdivisions located within flood prone areas. This plan shall be filed with and approved by the Floodplain Administrator and the local Emergency Management Coordinator.

(D) Elevated Buildings. Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor:

(1) Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;

(2) Shall not be temperature-controlled or conditioned.

(3) Shall be constructed entirely of flood resistant materials at least to the Regulatory Flood Protection Elevation; and

(4) Shall include flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:

(a) A minimum of two flood openings on different sides of each enclosed area subject to flooding;

(b) The total net area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;

(c) If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;

(d) The bottom of all required flood openings shall be no higher than one (1) foot above the higher of the interior or exterior adjacent grade;

(e) Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and

(f) Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

(5) Property owners shall be required to execute and record a non-conversion agreement prior to issuance of a building permit declaring that the area below the lowest floor shall not be improved, finished or otherwise converted to habitable space; Duplin County will have the right to inspect the enclosed area. Duplin County will conduct annual inspections. This agreement shall be recorded with the Duplin County Register of Deeds and shall transfer with the property in perpetuity.

(E) Additions/Improvements.

(1) Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:

(a) Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.

(b) A substantial improvement, with modifications/rehabilitations/improvements to the existing structure or the common wall is structurally modified more than installing a doorway, both the existing structure and the addition must comply with the standards for new construction.

(2) Additions to pre-FIRM or post-FIRM structures that are a substantial improvement with no modifications/rehabilitations/improvements to the existing structure other than a standard door in the common wall, shall require only the addition to comply with the standards for new construction.

(3) Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:

(a) Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction consistent with the code and requirements for the original structure.

(b) A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

(4) Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a one (1) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the one (1) year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. Substantial damage also means flood-related damage sustained by a

structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:

(a) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.

(b) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(F) Recreational Vehicles. Recreational vehicles shall either:

(1) Temporary Placement.

(a) Be on site for fewer than 180 consecutive days; or

(b) Be fully licensed and ready for highway use. (A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and has no permanently attached additions.)

(2) Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction.

(G) Temporary Non-Residential Structures. Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:

(1) A specified time period for which the temporary use will be permitted. Time specified may not exceed three (3) months, renewable up to one (1) year;

(2) The name, address, and phone number of the individual responsible for the removal of the temporary structure;

(3) The time frame prior to the event at which a structure will be removed (i.e., minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);

(4) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and

(5) Designation, accompanied by documentation, of a location outside the Special Flood Hazard Area, to which the temporary structure will be moved.

(H) Accessory Structures. When accessory structures (sheds, detached garages, etc.) are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

(1) Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);

(2) Accessory structures shall not be temperature-controlled;

(3) Accessory structures shall be designed to have low flood damage potential;

(4) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;

(5) Accessory structures shall be firmly anchored in accordance with the provisions of Section 1119(A);

(6) All service facilities such as electrical shall be installed in accordance with the provisions of Section 1119(D); and

(7) Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Regulatory Flood Protection Elevation in conformance with the provisions of Section 1120(D)(4).

An accessory structure with a footprint less than 150 square feet or that is a minimal investment of $5,000 or less and satisfies the criteria outlined above is not required to meet the elevation or floodproofing standards of Section 1120(B). Elevation or floodproofing certifications are required for all other accessory structures in accordance with Section 1115(C).

(I) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

(1) Underground Tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;

(2) Above-ground Tanks, Elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;

(3) Above-ground Tanks, Not Elevated. Above-ground tanks that do not meet the elevation requirements of Section 1120(B) of this ordinance shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.

(4) Tank Inlets and Vents. Tanks inlets, fill openings, outlets and vents shall be:

(a) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(b) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(J) Other Development.

(1) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 1124 of this ordinance.

(2) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 1124 of this ordinance.

(3) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 1124 of this ordinance.

(4) Commercial storage facilities are not considered “limited storage” as noted in this ordinance and shall be protected to the Regulatory Flood Protection Elevation as required for commercial structures.

SECTION 1121: RESERVED

SECTION 1122: STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Section 1107, where no BFE data has been provided by FEMA, the following provisions, in addition to the provisions of Section 1119, shall apply:

(A) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of twenty (20) feet each side from top of bank or five times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(B) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:

(1) When BFE data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Sections 1119 and 1120.

(2) When floodway or non-encroachment data is available from a Federal, State, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of Sections 1120 and 1124.

(3) All subdivision, manufactured home park and other development proposals shall provide BFE data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with Section 1107 and utilized in implementing this ordinance.

(4) When BFE data is not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Section 1105. All other applicable provisions of Section 1120 shall also apply.

SECTION 1123: STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS

Along rivers and streams where BFE data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

(A) Standards of Section 1119 and 1120; and

(B) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point.

SECTION 1124: FLOODWAYS AND NON-ENCROACHMENT AREAS

Areas designated as floodways or non-encroachment areas are located within the Special Flood Hazard Areas established in Section 1107. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in Sections 1119 and 1120, shall apply to all development within such areas:

(A) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:

(1) It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood discharge, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of floodplain development permit; or

(2) A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.

(B) If Section 1124(A) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

(C) Manufactured homes may be permitted provided the following provisions are met:

(1) The anchoring and the elevation standards of Section 1120(C); and

(2) The encroachment standards of Section 1124(A).

PART VI. LEGAL STATUS PROVISIONS

SECTION 1125: EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING FLOOD DAMAGE PREVENTION ORDINANCE.

This ordinance in part comes forward by re-enactment of some of the provisions of the Flood Damage Prevention Ordinance enacted September 16, 1988, as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the Flood Damage Prevention Ordinance of Duplin County enacted on September 16, 1988, as amended, which are not reenacted herein are repealed. The date of the initial Flood Damage Prevention Ordinance for Duplin County is September 16, 1988.

The date of the initial Flood Damage Prevention Ordinance for each municipal jurisdiction within Duplin County is as follows:

Town	Initial Ordinance Date
Beulaville	September 16, 1988
Calypso	June 27, 2005
Faison	May 7, 1997
Greenevers	June 13, 2005
Kenansville	June 1, 1987
Magnolia	September 16, 1988
Rose Hill	May 12, 1998
Teachey	January 5, 2004
Wallace	January 8, 1987
Warsaw	August 15, 2005

SECTION 1126: EFFECT UPON OUTSTANDING FLOODPLAIN DEVELOPMENT PERMITS

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the Floodplain Administrator or his or her authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of six (6) months subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this ordinance.

SECTION 1127: SEVERABILITY

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

SECTION 1128: EFFECTIVE DATE

This ordinance shall become effective August 16, 2021.

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ARTICLE 12. AIRPORT LAND USE AND HEIGHT RESTRICTION ORDINANCE

The Duplin County Airport Land Use and Height Restriction Ordinance adopted by the Duplin County Board of Commissioners on August 1, 2022, and as amended, is hereby incorporated herein by reference. A copy



DUPLIN COUNTY
NORTH CAROLINA

Unified Development Ordinance (160D Update)

Board of Commissioners
Public Hearing - March 4, 2024

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UNIFIED DEVELOPMENT ORDINANCE TIMELINE

December 12, 2023: Insight presented DRAFT UDO to the Duplin County Planning Board.

January 9, 2024: Duplin County Planning Board met to discuss edits to the DRAFT UDO

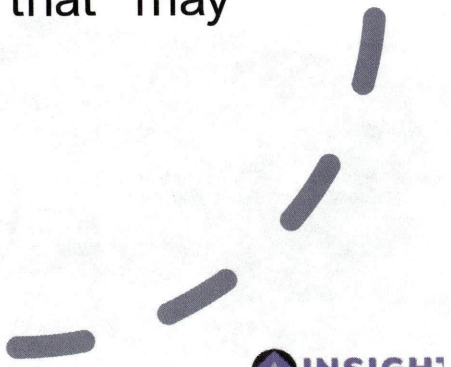
January 30, 2024: Insight staff and County Planner met to discuss results of January Planning Board meeting.

February 13, 2024: Second DRAFT of UDO with requested revisions presented to the Planning Board. Planning Board recommended approval of UDO to Board of Commissioners.

March 4, 2024: DRAFT UDO presented to Duplin County Board of Commissioners for public hearing and adoption.

WHAT IS A UNIFIED DEVELOPMENT ORDINANCE?

A **Unified Development Ordinance** or **"UDO"** is a document that combines Subdivision, Zoning, and other regulatory language concerning land use and development into *one singular document* to aid in implementation and interpretation by having all components located under one unified document versus having multiple individual ordinances that may contradict one another.



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UNIFIED DEVELOPMENT ORDINANCE:
Components

Duplin County currently has 7 separate Ordinances that it enforces. These Ordinances have been consolidated into the proposed Duplin County Unified Development Ordinance.

The individual ordinances that have been incorporated are as follows:

- Junkyard and Salvage Yard Ordinance
- Manufactured Home and Travel Trailer Park Ordinance
- Solar Energy Generating Facilities Ordinance
- Subdivision Ordinance
- Adult Business Ordinance
- Flood Damage Prevention Ordinance
- Airport Land Use and Height Restriction Ordinance (incorporated by reference)

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UNIFIED DEVELOPMENT ORDINANCE: Achievement

Combining the 7 existing ordinances into a UDO provides Duplin County with a user-friendly document with comprehensive definitions that apply to the entire ordinance.

This effort is not a comprehensive rewrite; but brings the existing ordinances into uniformity with one another and achieves compliance with NCGS 160D. This effort has been a success.

Clarification of certain components and applicability of existing language.

UNIFIED DEVELOPMENT ORDINANCE: Organization

The UDO is organized into individual Articles that address legal provisions, enforcement, applicability, administration, and development and subdivision standards as well as other components.

The individual Articles are as follows:

- Purpose and Organization
- Administrative Mechanisms
- Administrative Review Procedures
- Development Approvals
- Subdivision Regulations
- Manufactured Home and Travel Trailer Park Ordinance
- Adult Business Regulations
- Junkyard and Salvage Yard Ordinance
- Solar Energy Facilities Regulations
- Flood Damage Prevention Ordinance
- Airport Land Use and Height Restriction Ordinance

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UNIFIED DEVELOPMENT ORDINANCE:
Purpose And Organization

This Article establishes the legal authority and purpose for this UDO. It also establishes the Duplin County planning jurisdiction and touches on the following topics and their relation to planning and land use regulation:

- Comprehensive Land Use Plan (Duplin County adopted Comprehensive Plan in June of 2022)
- Split Jurisdiction
- Subdivision Exemptions
- Nonconformities
- NC Building Code Authority

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UNIFIED DEVELOPMENT ORDINANCE: Definitions

This Article contains definitions for the entire of the UDO. Note that FDPO definitions have also been duplicated in Article 11 for the purpose of simplifying the Community Action Visit (CAV) process.

- New definitions required by NCGS 160D were included.
- Some definitions were amended to provide clarity.
- Most of the definitions were already in existence.

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UNIFIED DEVELOPMENT ORDINANCE: Administrative Mechanisms

This Article establishes Boards, their organizational makeup, and duties & responsibilities. The Article also sets forth the role of the Duplin County Administrative Staff (County Planner serves as the UDO Administrator). The Article addresses conflicts of interest, board rules, and familial relationships.

The following Boards are addressed in this Article:

- Planning Board
- Board of Adjustment
- Board of Commissioners

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UNIFIED DEVELOPMENT ORDINANCE: Administrative Review Procedures

Processes established for the following types of actions:

- UDO Text Amendments
- Moratoria
- Vested Rights and Permit Choice
- Development Agreements
- Appeals
- Variances & Interpretations
- Quasi-Judicial Procedure
- Enforcement of the UDO

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UNIFIED DEVELOPMENT ORDINANCE: Development Approvals

Types of Approval

- Subdivision (UDO Administrator or Planning Board)
- Construction (UDO Administrator)
- Special Use (Board of Adjustment)
- Variance (Board of Adjustment)
- Site Plan (UDO Administrator or Planning Board)
- Flood (Floodplain Administrator)
- Development Agreements (Board of Commissioners)
- Operation (UDO Administrator)

- Approvals are valid for a standard period of 12 months unless the UDO indicates otherwise in a separate section.

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This Article establishes the procedures and standards for subdivision of land. It includes language related to types of subdivisions, design standards, infrastructure requirements, performance guarantees, review procedures, and development types.

UNIFIED DEVELOPMENT ORDINANCE: Subdivision Regulations

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ADDITION MADE SINCE 2/13/2024 PLANNING BOARD MEETING

Easement Definition:

- **Easement.** A grant by the property owner of a strip of land for a specified purpose and use by the public, a corporation, or persons. There shall be no structure located within the boundary of a recorded easement.

Section 629: Subdivision Design

- (C) (3) Access Easements. Easements used for access that are legally created under the provisions of this Article shall have no structure located within them. Structures shall observe the same setbacks from the edge of the boundary of the easement as they would from a public or private right-of-way.

These additions were made based on a discussion with the Duplin County Planner and the need to address easements, structures, and required setbacks. This is a minor addition and is not required to go back to Planning Board for further review unless directed by the Board of Commissioners.

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UNIFIED DEVELOPMENT ORDINANCE: Subdivision Regulations

Subdivision Types

Exemptions (5 types) – Approved by UDO Administrator.

Combination/Recombination, 10 Acre, Public Acquisition, 2 to 3, Probated Will)

Private Easement Exemption – 30' easement, 3 maximum lots. Approved by UDO Administrator.

Service Subdivision – land divisions where resultant lots are for specially identified purposes (communication towers, well-sites, septic areas, family cemeteries) 25-foot access easement. Restrictive covenants required.

Type A Expedited Minor – tract to be divided greater than 5 acres, no part of the tract has been divided within the 10 previous years, does not qualify as an Exemption (5 types), no more than 3 lots created, each lot has permanent recorded ingress and egress. Statutorily required easement per NCGS 160D-802. Approved by UDO Administrator.

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UNIFIED DEVELOPMENT ORDINANCE: Subdivision Regulations

Subdivision Types (continued)

Type B Expedited Minor – all lots have required frontage on an existing NCDOT right-of-way, maximum of five parcels created. Approved by UDO Administrator. 5-year restriction between the usage of this type of division and further division on resultant lots (prevents circumvention)

Minor Subdivision – 10 or fewer lots, 120' of frontage on an existing NCDOT right-of-way. Approved by Planning Board.

Major Subdivision – a subdivision that does not qualify as any of the other listed exemptions. Approved by Planning Board.

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UNIFIED DEVELOPMENT ORDINANCE:
Subdivision Regulations

Review Procedure

- Minor & Service Subdivision submits a final plat to the Planning Board 7 days before meeting.
- Major Subdivisions are required to receive sketch and preliminary approval prior to final plat approval. Review is conducted based on an annually adopted department submittal schedule.

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UNIFIED DEVELOPMENT ORDINANCE: Subdivision Regulations

Performance Guarantees

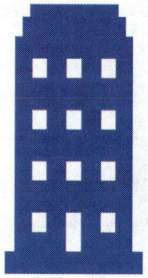
An amount that is 125% of the estimated cost for the completion of incomplete infrastructure that may be provided to the UDO Administrator so that he may certify to the Planning Board that all requirements of the UDO have been met and the subdivider may record the final plat.

The guarantee will be released back to the subdivider once Duplin County confirms that infrastructure has been installed and completed in a satisfactory manner.

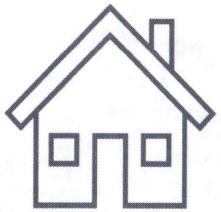
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UNIFIED DEVELOPMENT ORDINANCE:
Subdivision Regulations

Development Types



Multi-Family Developments – condominiums, duplexes, townhouses



Planned Unit Developments

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UNIFIED DEVELOPMENT ORDINANCE: Manufactured Home And Travel Trailer Parks

- This Article sets forth general requirements and development standards for manufactured home and travel trailer parks. There was minimal edits made to this Article in order to bring it into compliance with NCGS 160D and the majority of its regulatory language has remained the same.
- Manufactured home park operator may sell lots only when the entire park is being divided and all infrastructure within the park is being improved to meet all subdivision standards of the UDO. Essentially the entire park is legally converted to a Manufactured Home Subdivision.

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UNIFIED DEVELOPMENT ORDINANCE:
Adult Business Regulations

- This Article sets forth general requirements and standards for adult businesses. Moderate amendments were made to this Article to incorporate specific definitions related to Adult Businesses.
- A Special Use Permit is required for the establishment of an Adult Business. Due to the sensitive nature of such uses, the Board of Commissioners will act as the Board of Adjustment and perform quasi-judicial review of proposed Adult Businesses.

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UNIFIED DEVELOPMENT ORDINANCE:
Junkyard and Salvage Yard

- This Article sets forth general requirements and regulations for junkyards and salvage yards. Minimal changes made to achieve compliance with NCGS 160D.

UNIFIED DEVELOPMENT ORDINANCE: Solar Energy Facilities Regulations

This Article sets forth general requirements and regulations for solar energy facilities.

Minimal changes made to achieve compliance with NCGS 160D.

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UNIFIED DEVELOPMENT ORDINANCE:
Flood Damage Prevention Ordinance

This Article is in compliance and no changes were made.

UNIFIED DEVELOPMENT ORDINANCE: Airport Land Use And Height Restriction Ordinance

This Article is in compliance and no changes were made.

Ordinance is incorporated into the UDO by reference.

UNIFIED DEVELOPMENT ORDINANCE: Conclusion

This Unified Development Ordinance is in compliance with the NCGS and sets forth clear user-friendly language to regulate land use within Duplin County.

Duplin County currently does not have zoning, the only form of zoning in existence is the Airport Land Use and Height Restriction Ordinance. The adoption of this UDO does not establish zoning.

In the event Duplin County decides it wishes to move forward with the implementation of zoning, Insight P&D recommends a comprehensive update to the UDO to include zoning and its regulations.

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UNIFIED DEVELOPMENT ORDINANCE:
BOARD OF COMMISSIONERS ACTION

APPROVE – The Board of Commissioners may make a motion to close the Public Hearing, discuss, and vote to adopt the proposed Unified Development Ordinance.

CONTINUE – The Board of Commissioners may continue this hearing to a certain date and ask for the Planning Board to conduct further review in the time period between March 4, 2024, and the continued date.

DENY – The Board of Commissioners may deny the proposed UDO, request specific changes, require the Planning Board to conduct further review, and readvertise for Public Hearing.

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Questions?

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President/Mitigation Planner
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Austin Brinkley, CFM, CZO
Senior Planner
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910-622-0714

ORDINANCE OF THE BOARD OF COMMISSIONERS OF DUPLIN COUNTY, NORTH CAROLINA, ADOPTING THE DUPLIN COUNTY UNIFIED DEVELOPMENT ORDINANCE

WHEREAS, Duplin County is authorized by the General Statues of North Carolina Chapter 160D to enact land use ordinances; and

WHEREAS, North Carolina General Statutes Chapter 160D-103 states that a local government may elect to combine any regulations authorized by Chapter 160D of the North Carolina General Statutes into a unified ordinance; and

WHEREAS, Duplin County currently has adopted the following ordinances which include:

- Manufactured Home and Travel Trailer Park Ordinance
- Subdivision Ordinance
- Solar Energy Generating Facility Ordinance
- Junkyard and Salvage Yard Ordinance
- Airport Land Use and Height Restriction Ordinance
- Flood Damage Prevention Ordinance
- Adult Business Ordinance; and

WHEREAS, due to the State of North Carolina adopting Chapter 160D of the North Carolina General Statutes, Duplin County was required to update each individual ordinance to comply with the standards of NCGS 160D; and

WHEREAS, in the process of updating the ordinances, they have been consolidated into the Duplin County Unified Development Ordinance (UDO); and

WHEREAS, the Board of Commissioners finds that the Unified Development Ordinance has achieved a document that is user-friendly, concise, and one that provides clarity for interpretation and implementation of the UDO; and

WHEREAS, the drafting of this Unified Development Ordinance was not a comprehensive rewrite of the existing ordinances, rather it was an effort to provide clarity on certain regulations as well as achieve compliance with Chapter 160D of the North Carolina General Statutes; and

WHEREAS, the drafting and adoption of this UDO achieves an identified implementation goal of the Duplin County Land Use Plan; and

WHEREAS, on December 12, 2023, the Planning Board reviewed the first draft of the UDO; and

WHEREAS, on February 13, 2024, the Planning Board reviewed the second draft of the UDO and recommended approval of the UDO to the Board of Commissioners by a unanimous vote; and

WHEREAS, at a duly advertised Regular Meeting on March 4, 2024, the Board of Commissioners held a public hearing for the adoption of the Duplin County Unified Development Ordinance; and

WHEREAS, at the Regular Meeting on March 4, 2024, the Board of Commissioners of Duplin County, North Carolina, found the Duplin County Unified Development Ordinance to be compliant with the requirements of the North Carolina General Statutes Chapter 160D and the UDO to be consistent with the spirit and intent of the Duplin County Land Use Plan; and

WHEREAS, as required by NCGS 160D-601(c), the Board of Commissioners are required to adopt development regulations by ordinance; and

WHEREAS, the adoption of the Duplin County Unified Development Ordinance does not establish zoning districts in Duplin County; and

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Commissioners for Duplin County, North Carolina, has adopted the Duplin County Unified Development Ordinance, which has effectively relocated the seven standalone ordinances into one document with the exception of the Airport Land Use and Height Restriction Ordinance which is incorporated into the Duplin County Unified Development Ordinance by reference.

Adopted this 4th day of March 2024.

_____

Dexter B. Edwards, Chair
Duplin County Board of Commissioners

_____

Jaime W. Carr, Clerk to the Board

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-eighth day of February in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Duplin County, North Carolina
Post Office Box 950
224 Seminary Street
Kenansville, North Carolina 28349
Telephone Number: (910) 296-2100

and the Contractor:
(Name, legal status, address and other information)

Daniels and Daniels Construction Company, Inc.
Post Office Box 10337
178 N.C. Highway 111 South
Goldsboro, North Carolina 27532
Phone: (919) 778-4525

for the following Project:
(Name, location and detailed description)

Duplin County Detention Center
Kenansville, North Carolina
Architect's Project Number: 621373
DHSR Project Number: J-378

The Architect:
(Name, legal status, address and other information)

Moseley Architects P.C.
6210 Ardrey Kell Road
The Hub at Waverly, Suite 425
Charlotte, North Carolina 28277
Telephone Number: (704) 540-3755

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: The Work included in this Contract shall achieve Substantial Completion no later than six-hundred and ten (610) calendar days from the Notice to Proceed date and shall achieve final completion no later than thirty (30) calendar days thereafter.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not Applicable	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~($~~ Forty Million, Two Hundred Twenty-Three Thousand, One Hundred and 00/100 Dollars ($40,223,100.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Total Base Bid (Base Bid Price + all Lump Sum allowances + all Quantity Allowances:	$34,275,000.00
Add Alternate No 1: Housing Pods E & F:	$ 5,300,000.00
Add Alternate No 2: Tyco Raven Institutional Sprinkler Heads:	$ 82,500.00
Add Alternate No 3: Steel Cell of North America:	$ 0.00
Add Alternate No 4: Brady Trane Equipment:	$ 0.00
Add Alternate No 5: Brady Trane BAS Controls:	$ 0.00
Add Alternate No 6: Redundant DOAS-A2 Unit to back up DOAS-1, DOAS-2:	$ 399,000.00
Add Alternate No 7: Plumbing – Redundant DOAS-A2:	$ 0.00
Add Alternate No 8: Electrical – Redundant DOAS-A2:	$ 7,100.00
Add Alternate No 9: Mechanical – Redundant DOAS-A2:	$ 154,000.00
Add Alternate No 10: – Electrical - Redundant DOAS-A2 Unit to back up DOAS-1:	$ 5,500.00
Total:	$40.223,100.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Not Applicable		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Lump Sum Allowances	
Allowance No 1: Allowance for Signage:	$ 10,000.00
Allowance No 2: Allowance for On-Site Sanitary Sewer Pump Station:	$1,000,000.00
Allowance No 3: Allowance for Off-Site Sanitary Sewer Fore Main:	$ 300,000.00
Allowance No 4: Allowance for Off-Site waterline extension along Off-Site Roadway:	$ 400,000.00
Allowance No 5: Allowance for additional mass grading & excavation:	$ 10,000.00
Allowance No 6: Allowance for additional excavation in trenches and	$ 10,000.00

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footings:	
Allowance No 7: Allowance for Woven Geo-Textile fabric and installation:	$ 10,000.00
Allowance No 8: Allowance for Non-woven Geo-Textile fabric and installation:	$ 10,000.00
Allowance No 9: Allowance for suitable Geogrid material and installation:	$ 10,000.00
Allowance No 10: Allowance for Misc. Utility relocations:	$ 30,000.00
Quantity Allowances	
Allowance No 1: Moisture Vapor Treatment:	$ 20,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Quantity Allowance No 1: Moisture Vapor Treatment:	Estimated quantity of 10,000 s.f. at $2.00 per s.f. (in-place unit measure) = $20,000.00	$2.00 square foot

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

The undersigned agrees, stipulates and fixes as liquidated damages if delayed, but not as a penalty, the sum of Five Hundred Dollars ($500.00) per calendar day that the undersigned together with the undersigned's surety shall pay the Owner for each calendar day or part thereof that expires after the date specified for the Substantial Completion of the Work and until the Work is Substantially Complete.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Not Applicable

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not Applicable

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Not Applicable

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

Not Applicable

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

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§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Scott Miller, County Manager
Duplin County, North Carolina
Post Office Box 950
224 Seminary Street
Kenansville, North Carolina 28349
Telephone Number: (910) 296-2100

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jeremiah Daniels, Vice President
Daniels and Daniels Construction Company, Inc.
Post Office Box 10337
178 N.C. Highway 111 South
Goldsboro, North Carolina 27532
Phone: (919) 778-4525

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 ~~Drawings~~Drawings, dated December 12, 2023 are as follows:

~~Number~~ ~~Title~~ ~~Date~~

Number	Title
	COVER
GENERAL	
G1.1	SECURITY WALL FLOOR PLANS
G1.2	INTEGRATED MOCKUP PANEL
G2.1	GENERAL INFORMATION - AIR BARRIER
LIFE SAFETY	
LS1.0	CODE SUMMARY - BUILDING A
LS1.2	CODE SUMMARY - BUILDING B
LS2.0	LIFE SAFETY INFORMATION - BASE BID
LS2.1	LIFE SAFETY INFORMATION - ADD ALT
LS2.2	LIFE SAFETY INFORMATION
LS2.3	ENLARGED AREA REFLECTED CEILING PLANS - FIRE PROTECTION
LS3.0	OCCUPANCY SCHEDULES
LS3.1	OCCUPANCY SCHEDULES
LS3.2	FIRE RATED ASSEMBLIES
LS3.3	FIRE RATED ASSEMBLIES
CIVIL	
C0.00	COVER
C0.01	GENERAL NOTES
C1.00	OVERALL EXISTING CONDITIONS
C1.01	EXISTING CONDITIONS
C1.10	TREE PRESERVATION PLAN
C2.00	OVERALL SITE PLAN
C2.01	DETAILED SITE PLAN
C2.02	FIRE APPARATUS PLAN
C3.00	GRADING AND STORM DRAINAGE PLAN
C4.00	OVERALL UTILITY PLAN
C4.01	UTILITY PLAN
C4.02	SANITARY PLAN & PROFILE
C4.03	SANITARY PLAN & PROFILE
C4.04	DRIVE EXTENSION PLAN AND PROFILE
C5.00	SITE DETAILS
C5.01	SANITARY SEWER DETAILS
C5.02	WATER DETAILS
C5.03	STORMWATER DETAILS

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C6.00	OVERALL EROSION CONTROL PLAN (STAGE 1)
C6.01	EROSION CONTROL PLAN (STAGE 1)
C6.02	OVERALL EROSION CONTROL PLAN (STAGE 2)
C6.03	EROSION CONTROL PLAN (STAGE 2)
C7.01	EROSION CONTROL NOTES & DETAILS
C7.02	NCG-01 NOTES AND DETAILS
L1.00	LANDSCAPE PLAN
L2.00	LANDSCAPE DETAILS
SL1.00	LIGHTING EXHIBIT

ARCHITECTURAL

A0.1	GENERAL ARCHITECTURAL INFORMATION
A0.2	WALL/PARTITION TYPES, WALL JOINTS AND TERMINATIONS
A1.1.1	ARCHITECTURAL SITE PLAN
A1.1.2	SITE DETAILS
A1.1.3	FENCE DETAILS
A2.0.1	OVERALL FLOOR PLAN - BASE BID
A2.0.2	OVERALL FLOOR PLAN - ADD ALTERNATE
A2.0.3	OVERALL FLOOR PLAN - TIER LEVEL - ADD ALTERNATE
A2.1.0	FLOOR PLAN - PART A
A2.2.0	FLOOR PLAN - PART BE - LEVEL ONE - BASE BID
A2.2.1	FLOOR PLAN - PART BE - TIER LEVEL - BASE BID
A2.2.2	FLOOR PLAN - PART BW - LEVEL ONE - BASE BID
A2.2.3	FLOOR PLAN - PART BW - TIER LEVEL - BASE BID
A2.3.1	FLOOR PLAN - PART C - LEVEL ONE - ADD ALT.
A2.3.2	FLOOR PLAN - PART C - TIER LEVEL - ADD ALT.
A2.4	DIMENSION PLAN - PART A
A2.5	DIMENSION PLAN - PART BE - LEVEL ONE - BASE BID
A2.6	DIMENSION PLAN - PART BE - TIER LEVEL - BASE BID
A2.7	DIMENSION PLAN - PART BW - LEVEL ONE - BASE BID
A2.8	DIMENSION PLAN - PART BW - TIER LEVEL - BASE BID
A2.9	DIMENSION PLAN - PART C - LEVEL ONE - ADD ALT.
A2.10	DIMENSION PLAN - PART C - TIER LEVEL - ADD ALT
A2.20	PLAN DETAILS
A3.0.1	FINISH SCHEDULE
A3.0.2	FINISH SCHEDULE
A3.0.3	INTERIOR-EXTERIOR SIGNAGE
A3.1.1	DOOR AND FRAME SCHEDULE
A3.1.3	WINDOW, DOOR, AND LOUVER DETAILS
A3.2.1	DOOR AND FRAME DETAILS
A3.3.1	DETENTION DOOR & WINDOW SCHEDULES
A3.3.2	DETENTION DOOR, FRAME AND GLAZING TYPES
A3.4.1	DETENTION DOOR, FRAME AND FRAME DETAILS
A4.1.1	BUILDING ELEVATIONS
A4.1.2	BUILDING ELEVATIONS
A4.2.1	INTERIOR ELEVATIONS
A5.1.1	WALL SECTIONS
A5.1.2	WALL SECTIONS
A5.1.3	WALL SECTIONS
A5.1.4	WALL SECTIONS
A5.2.1	WALL SECTION DETAILS
A5.2.2	WALL SECTION DETAILS
A6.1.1	ENLARGED STAIR & RAMP DETAILS
A7.1.1	TOILET ASSEMBLIES, SCHEDULE & ENLARGED PLANS
A7.1.2	ENLARGED PLANS
A7.1.3	ENLARGED PLANS
A7.2.1	DETENTION EQUIPMENT DETAILS

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A8.1	CASEWORK AND ELEVATIONS
A9.1.1	REFLECTED CEILING PLAN - FIRST FLOOR - PART A
A9.1.2	REFLECTED CEILING PLAN - FIRST FLOOR - PART B -BASE BID
A9.1.3	REFLECTED CEILING PLAN - FIRST FLOOR - PART C - ADD ALT
A9.1.4	REFLECTED CEILING PLAN - TIER LEVEL - PART B -BASE BID
A9.1.5	REFLECTED CEILING PLAN - TIER LEVEL - PART C - ADD ALT
A10.1.1	ROOF PLAN - BASE BID
A10.1.2	ROOF PLAN - ADD ALTERNATE
A10.1.4	ROOF DETAILS
SECURITY	
SE1.1	SECURITY ELECTRONICS SITE PLAN
SE2.1	SECURITY ELECTRONICS FLOOR PLAN - PART A
SE2.2.0	SECURITY ELECTRONICS FLOOR PLAN - PART BE
SE2.2.1	SECURITY ELECTRONICS FLOOR PLAN - PART BE - TIER
SE2.2.2	SECURITY ELECTRONICS FLOOR PLAN - PART BW
SE2.2.3	SECURITY ELECTRONICS FLOOR PLAN - PART BW - TIER
SE2.3	SECURITY ELECTRONICS FLOOR PLAN - ALT PART C
SE3.1	CAMERA SCHEDULE AND DETAILS
SE4.1	SECURITY ELECTRONICS ONE-LINE DIAGRAM
FOOD SERVICE	
FS.01	FOOD SERVICE EQUIPMENT PLAN
FS.02	FOOD SERVICE EQUIPMENT SCHEDULE
FS.03	FOOD SERVICE ELECTRICAL PLAN
FS.04	FOOD SERVICE PLUMBING PLAN
FS.05	FOOD SERVICE COLD STORAGE DETAILS
FS.06	FOOD SERVICE EQUIPMENT DETAILS
STRUCTURAL	
S0.0.1	GENERAL NOTES AND LEGENDS
S0.0.2	SPECIAL INSPECTION FORMS
S1.1.1	FOUNDATION PLAN - PART A
S1.1.2	FOUNDATION PLAN - PART BE - BASE BID
S1.1.3	FOUNDATION PLAN - PART BW - BASE BID
S1.1.4	FOUNDATION PLAN - PART C - ADD ALT.
S1.2.1	SLAB ON GRADE - CONTROL JOINT PLAN - BASE BID
S1.2.2	SLAB ON GRADE - CONTROL JOINT PLAN - ADD ALT.
S2.1.1	TIER LEVEL FRAMING PLAN - PART BE - BASE BID
S2.1.2	TIER LEVEL FRAMING PLAN - PART BW - BASE BID
S2.1.3	TIER LEVEL FRAMING PLAN - PART C - ADD ALT.
S2.2.1	LOW ROOF FRAMING PLAN - PART A
S2.2.2	HIGH ROOF FRAMING PLAN - PART BE - BASE BID
S2.2.3	HIGH ROOF FRAMING PLAN - PART BW - BASE BID
S2.2.4	HIGH ROOF FRAMING PLAN - PART C - ADD ALT.
S3.0.1	TYPICAL FOUNDATION DETAILS
S3.0.2	TYPICAL SLAB DETAILS
S3.1.1	FOUNDATION SECTIONS
S4.0.1	TYPICAL MASONRY WALL AND LINTEL DETAILS
S4.0.2	TYPICAL FRAMING DETAILS
S4.1.1	FRAMING SECTIONS
S4.1.2	FRAMING SECTIONS
S4.1.3	FRAMING SECTIONS
S4.1.4	FRAMING SECTIONS
S5.1.1	PORTAL PLANS, ELEVATIONS, AND SECTIONS
S5.1.2	REC YARD FRAME ELEVATION

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PLUMBING

P0.1	LEGENDS, ABBREVIATIONS AND GENERAL NOTES
P2.0.1	FOUNDATION PLAN - PLUMBING - PART A
P2.0.2	FOUNDATION PLAN - PLUMBING - PART BE
P2.0.3	FOUNDATION PLAN - PLUMBING - PART BW
P2.0.4	FOUNDATION PLAN - PLUMBING - PART C - ADD ALTERNATE
P2.1.1	FIRST FLOOR PLAN - SANITARY - PART A
P2.1.2	FIRST FLOOR PLAN - SANITARY - PART BE
P2.1.3	FIRST FLOOR PLAN - SANITARY - PART BW
P2.1.4	FIRST FLOOR PLAN - SANITARY - PART C - ADD ALTERNATE
P2.2.1	FIRST FLOOR PLAN - DOMESTIC - PART A
P2.2.2	FIRST FLOOR PLAN - DOMESTIC - PART BE
P2.2.3	FIRST FLOOR PLAN - DOMESTIC - PART BW
P2.2.4	FIRST FLOOR PLAN - DOMESTIC - PART C - ADD ALTERNATE
P2.3.1	TIER LEVEL - SANITARY - PART BE
P2.3.2	TIER LEVEL - SANITARY - PART BW
P2.3.3	TIER LEVEL - SANITARY - PART C - ADD ALTERNATE
P2.4.1	TIER LEVEL - DOMESTIC - PART BE
P2.4.2	TIER LEVEL - DOMESTIC - PART BW
P2.4.3	TIER LEVEL - DOMESTIC - PART C - ADD ALTERNATE
P3.0.1	ROOF PLAN - PLUMBING
P3.0.2	ROOF PLAN - PLUMBING - ADD ALTERNATE
P4.1	ENLARGED PLANS
P4.2	ENLARGED PLANS - KITCHEN
P4.2.1	RISER DIAGRAM - KITCHEN
P4.3	ENLARGED PLANS - TYPICAL HOUSING
P4.3.1	RISER DIAGRAMS - TYPICAL HOUSING
P4.4	ENLARGED PLANS - SEGREGATION HOUSING (TYPICAL)
P4.6	STORM RISER DIAGRAM
P4.7	NATURAL GAS RISER DIAGRAM
P5.1	PLUMBING DETAILS
P5.2	PLUMBING DETAILS
P5.3	PLUMBING DETAILS
P6.1	SCHEDULES

FIRE PROTECTION

FP0.1	LEGENDS, ABBREVIATIONS AND GENERAL NOTES
FP2.2.1	LEVEL 1 FLOOR PLAN - FIRE SPRINKLER - PART A
FP2.2.2	LEVEL 1 FLOOR PLAN - FIRE SPRINKLER - PART B
FP2.2.3	LEVEL 1 FLOOR PLAN - FIRE SPRINKLER - ADD ALTERNATE - PART C
FP2.3.1	TIER LEVEL FLOOR PLAN - FIRE SPRINKLER - PART B
FP2.3.2	TIER LEVEL FLOOR PLAN - FIRE SPRINKLER - ADD ALTERNATE - PART C

MECHANICAL

M0.1	LEGENDS, ABBREVIATIONS AND GENERAL NOTES
M0.2	SCHEDULES
M0.3	SCHEDULES
M2.1.1	FIRST FLOOR DUCTWORK PLAN - PART A
M2.1.2	FIRST FLOOR DUCTWORK PLAN - PART BW
M2.1.3	FIRST FLOOR DUCTWORK PLAN - PART BE
M2.1.4	FIRST FLOOR DUCTWORK PLAN - ADD ALTERNATE PART C
M2.2.1	TIER DUCTWORK PLAN - PART BW
M2.2.2	TIER DUCTWORK PLAN - PART BE
M2.2.4	TIER DUCTWORK PLAN - ADD ALTERNATE-2 PART BW

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M2.2.4	TIER DUCTWORK PLAN - ADD ALTERNATE-2 PART BE
M2.2.5	TIER DUCTWORK PLAN - ADD ALTERNATE-2 PART BE
M2.2.6	TIER DUCTWORK PLAN - ADD ALTERNATE-3 PART C
M2.3.1	MECHANICAL ROOF PLAN - PART A
M2.3.2	MECHANICAL ROOF PLAN - PART B
M2.3.3	MECHANICAL ROOF PLAN - ADD ALTERNATE-2 PART B
M2.3.4	MECHANICAL ROOF PLAN - ADD ALTERNATE PART C
M3.1	ENLARGED PLANS
M3.2	ENLARGED PLANS
M4.1	SECTIONS
M5.1	DETAILS
M5.2	DETAILS
M7.1	CONTROLS

ELECTRICAL

E0.1	LEGENDS, ABBREVIATIONS AND GENERAL NOTES
E1.0	ELECTRICAL SITE PLAN
E2.1.1.1	FIRST FLOOR PLAN - PART A - LIGHTING
E2.1.1.2	FIRST FLOOR PLAN - PART A - POWER
E2.1.1.3	FIRST FLOOR PLAN - PART A COMMUNICATIONS
E2.1.1.4	FIRST FLOOR PLAN - PART A - MECHANICAL POWER
E2.1.2.1	FIRST FLOOR PLAN - PART BW - LIGHTING
E2.1.2.2	FIRST FLOOR PLAN - PART BW - POWER
E2.1.2.3	FIRST FLOOR PLAN - PART BW COMMUNICATIONS
E2.1.2.4	FIRST FLOOR PLAN - PART BW MECHANICAL POWER
E2.1.3.1	FIRST FLOOR PLAN - PART BE - LIGHTING
E2.1.3.2	FIRST FLOOR PLAN - PART BE - POWER
E2.1.3.3	FIRST FLOOR PLAN - PART BE COMMUNICATIONS
E2.1.3.4	FIRST FLOOR PLAN - PART BE - MECHANICAL POWER
E2.1.4.1	FIRST FLOOR PLAN - PART C - LIGHTING - ADD ALTERNATE
E2.1.4.2	FIRST FLOOR PLAN - PART C - POWER - ADD ALTERNATE
E2.1.4.3	FIRST FLOOR PLAN - PART C COMMUNICATIONS ADD ALTERNATE
E2.2.1.1	TIER FLOOR PLAN - PART BW - LIGHTING
E2.2.1.2	TIER FLOOR PLAN - PART BW - POWER
E2.2.1.3	TIER FLOOR PLAN - PART BW COMMUNICATIONS
E2.2.1.4	TIER FLOOR PLAN - PART BW - MECHANICAL POWER
E2.2.2.1	TIER FLOOR PLAN - PART BE - LIGHTING
E2.2.2.2	TIER FLOOR PLAN - PART BE - POWER
E2.2.2.3	TIER FLOOR PLAN - PART BE COMMUNICATIONS
E2.2.2.4	TIER FLOOR PLAN - PART BE - MECHANICAL POWER
E2.2.3.1	TIER FLOOR PLAN - PART C - LIGHTING - ADD ALTERNATE
E2.2.3.2	TIER FLOOR PLAN - PART C - POWER - ADD ALTERNATE
E2.2.3.3	TIER FLOOR PLAN - PART C COMMUNICATIONS ADD ALTERNATE
E2.2.3.4	TIER FLOOR PLAN - PART C - MECHANICAL POWER ADD ALT
E2.3.1	ROOF PLAN - PART A - ELECTRICAL
E2.3.2	ROOF PLAN - PART B – ELECTRICAL
E2.3.3	ROOF PLAN - PART C- ELECTRICAL- ADD ALTERNATE
E4.1	ELECTRICAL DETAILS
E4.2	ELECTRICAL DETAILS
E5.1	POWER ONE-LINE DIAGRAM
E5.2	ELECTRICAL SCHEDULES
E5.3	ELECTRICAL SCHEDULES
LC-1	LIGHTING CALCULATIONS

.6 ~~Specifications~~Specifications, dated December 12, 2023 are as follows:

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(1262965048)

~~Section~~	~~Title~~	~~Date~~	~~Pages~~

Section	Title	Pages
	DIVISION 1 GENERAL REQUIREMENTS	
011000	Summary	2 pages
012000	Price and Payment Procedures	3 pages
012100	Allowances	1 page
012101	Sitework Allowances	2 pages
012200	Unit Prices	2 pages
012300	Alternates	2 pages
012500	Substitution Procedures	3 pages
	Substitution Request Form (Prior to Receipt of Bids)	2 pages
013000	Administrative Requirements	12 pages
013216	Construction Progress Schedule	3 pages
014000	Quality Requirements	7 pages
014200	Definitions and Reference Standards	2 pages
014520	Testing, Adjusting, and Balancing for HVAC	19 pages
014533	Code Required Special Inspections & Procedures	15 pages
015000	Temporary Facilities and Controls	6 pages
016000	Product Requirements	4 pages
017000	Execution and Closeout Requirements	9 pages
017419	Construction Waste Management and Disposal	4 pages
017800	Closeout Submittals	5 pages
017900	Demonstration and Training	3 pages
018119	Indoor Air Quality Requirements	2 pages
018317	Exterior Building Enclosure Air Barrier Requirements	15 pages
	DIVISION 2 EXISTING CONDITIONS	
	Not Used	
	DIVISION 3 CONCRETE	
031000	Site Concrete Forming and Accessories	15 pages
032000	Site Concrete Reinforcing	8 pages
033000	Cast-In-Place Concrete	26 pages
033001	Site Cast-In-Place Concrete	23 pages
033100	Sealed and Polished Concrete Floor Finish	6 pages
033900	Site Concrete Curing	5 pages
034100	Site Precast Structural Concrete	12 pages
034500	Precast Architectural Concrete	6 pages
	DIVISION 4 MASONRY	
042000	Unit Masonry	16 pages
	DIVISION 5 METALS	
051200	Structural Steel Framing	11 pages
052100	Steel Joist Framing	6 pages
053100	Steel Decking	5 pages
054003	Continuous Insulation (CI) Framing System	5 pages
055000	Metal Fabrications	6 pages
055100	Metal Stairs	5 pages
055133	Metal Ladders	3 pages
055213	Pipe and Tube Railings	3 pages
	DIVISION 6 WOOD PLASTICS AND COMPOSITES	
061000	Rough Carpentry	6 pages

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User Notes:

064100	Architectural Woodwork andCasework	12 pages
	DIVISION 7 THERMAL AND MOISTURE PROTECTION	
072100	Thermal Insulation	3 pages
072736	Sprayed Foam (SPF) Air Barrier	5 pages
074113	Metal Roof Panels	7 pages
074213	Metal Wall Panels	4 pages
074213.23	Metal Composite Material Wall Panels	7 pages
075419	Polyvinyl Chloride (PVC) Roofing	8 pages
076200	Sheet Metal Flashing and Trim	4 pages
077100	Roof Specialties	3 pages
077200	Roof Accessories	4 pages
078400	Firestopping	3 pages
078426	Thermal Barriers for Plastics	3 pages
079200	Joint Sealants	8 pages
079513	Expansion Joint Cover Assemblies	2 pages
	DIVISION 8 OPENINGS	
081113	Steel Doors and Frames	5 pages
081416	Flush Wood Doors	3 pages
083100	Access Doors and Panels	3 pages
083313	Coiling Counter Doors	4 pages
083323	Overhead Coiling Doors	4 pages
084313	Aluminum-Framed Storefronts	6 pages
085653	Security Windows and Accessories	5 pages
087100	Door Hardware	27 pages
088000	Glazing	6 pages
089100	Louvers	3 pages
	DIVISION 9 FINISHES	
092216	Cold Formed Steel Framing - Non-Structural (CFSF-NS)	4 pages
092900	Gypsum Board	7 pages
093000	Tiling	8 pages
095100	Acoustical Ceilings	5 pages
096513	Resilient Base and Accessories	3 pages
096516	Resilient Sheet Flooring	4 pages
096519	Resilient Tile Flooring	4 pages
096623	Resinous Matrix Terrazzo Flooring	5 pages
096700	Fluid-Applied Flooring	5 pages
096817	Textile Composite Flooring	5 pages
098414	Acoustic Stretched Fabric Wall and Ceiling Systems	4 pages
098430	Sound-Absorbing Wall and Ceiling Units	3 pages
099100	Painting	9 pages
099600	High-Performance Coatings	4 pages
	DIVISION 10 SPECIALTIES	
101100	Visual Display Units	3 pages
101400	Signage	4 pages
102113.13	Metal Compartment/Partitions	2 pages
102113.19	Plastic Toilet Compartments	3 pages
102123	Cubicle Curtains and Wall Track	2 pages
102600	Wall and Door Protection	3 pages
102800	Toilet and Bath Accessories	5 pages
104400	Fire Protection Specialties	3 pages
105113	Metal Lockers	3 pages
105626	Mobile Storage Shelving	5 pages
107300	Protective Covers	5 pages

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107500	Flagpoles	3 pages
	DIVISION 11 FURNISHINGS	
111900	Detention Equipment	11 pages
111910	Custom / Security Hollow Metal Work	12 pages
111950	Security Glass and Glazing	10 pages
111960	Security Hardware	17 pages
114000	Food Service Equipment, Laundry Equipment	28 pages
	DIVISION 12 FURNISHINGS	
122400	Window Shades	4 pages
	DIVISION 13 SPECIAL CONSTRUCTION	
134263.16	Manufactured Steel Detention Cells	11 pages
	DIVISION 14 CONVEYING SYSTEMS	
	Not Used	
	DIVISION 21 FIRE SUPPRESSION	
210500	Common Work Results for Fire-Suppression	9 pages
211000	Water-Based Fire-Suppression Systems	20 pages
	DIVISION 22 PLUMBING	
220500	Common Work Results for Plumbing	12 pages
220513	Common Motor Requirements for Plumbing Equipment	3 pages
220516	Expansion Fittings and Loops for Plumbing Piping	4 pages
220517	Sleeves and Sleeve Seals for Plumbing Piping	4 pages
220519	Meters and Gages for Plumbing Piping	4 pages
220523	General-Duty Valves for Plumbing Piping	9 pages
220529	Hangers and Supports for Plumbing Piping and Equipment	10 pages
220553	Identification for Plumbing Piping and Equipment	6 pages
220700	Plumbing Insulation	25 pages
221113	Facility Natural-Gas Piping	13 pages
221116	Domestic Water Piping	19 pages
221119	Domestic Water Piping Specialties	12 pages
221125	Circulating Pumps	4 pages
221316	Sanitary Waste and Vent Piping	8 pages
221319	Sanitary Waste Piping Specialties	8 pages
221413	Facility Storm Drainage Piping	6 pages
221423	Storm Drainage Piping Specialties	6 pages
223400	Fuel-Fired, Domestic-Water Heaters	5 pages
224000	Plumbing Fixtures	19 pages
224500	Emergency Plumbing Fixtures	4 pages
224600	Security Plumbing Fixtures	11 pages
	DIVISION 23 MECHANICAL	
230500	Common Work Results for HVAC	12 pages
230513	Motors for HVAC Equipment	4 pages
230514	Variable Speed Drives	8 pages
230517	Sleeves and Sleeve Seals for HVAC Piping	4 pages
230529	Hangers and Supports for HVAC Piping and Equipment	11 pages
230548	Vibration Control for HVAC	9 pages
230553	Identification for HVAC Piping and Equipment	7 pages
230700	HVAC Insulation	15 pages
230900	Building Automation System	36 pages
230993	Sequence of Operations for HVAC Controls	18 pages
232300	Refrigerant Piping	7 pages

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233113	Metal Ducts	23 pages
233300	Air Duct Accessories	17 pages
233423	HVAC Power Ventilators	14 pages
233600	Air Terminal Units	6 pages
233713	Diffusers, Registers, and Grilles	4 pages
234100	Particulate Air Filtration	4 pages
237413	Packaged Outdoor Central Station Air Handling Units	18 pages
237433	Direct-Fired Makeup Air Units	7 pages
238124	Ductless Mini-Split Air-Conditioning Units	7 pages
	DIVISION 25 INTEGRATED AUTOMATION	
	Not Used	
	DIVISION 26 ELECTRICAL	
260500	Common Work Results for Electrical	5 pages
260519	Low-Voltage Electrical Power Conductors and Cables	5 pages
260526	Grounding and Bonding for Electrical Systems	5 pages
260529	Hangers and Supports for Electrical Systems	4 pages
260533	Raceways and Boxes for Electrical Systems	11 pages
260543	Underground Ducts and Raceways for Electrical Systems	9 pages
260553	Identification for Electrical Systems	10 pages
260572	Overcurrent Protective Device Short-Circuit Study	5 pages
260573	Overcurrent Protective Device Coordination Study	7 pages
260574	Overcurrent Protective Device Arc-Flash Study	5 pages
260923	Lighting Control Devices	8 pages
260943	Relay-Based Lighting Controls	5 pages
262200	Low-Voltage Transformers	4 pages
262413	Switchboards	9 pages
262416	Panelboards	8 pages
262713	Electricity Metering	3 pages
262714	Utility Service Entrance (Duke Energy)	36 pages
262726	Wiring Devices	6 pages
262813	Fuses	3 pages
262816	Enclosed Switches and Circuit Breakers	7 pages
262913	Enclosed Controllers	7 pages
263213	Engine Generators	19 pages
263600	Transfer Switches	7 pages
264313	Suppression Protection	6 pages
265119	LED Interior Lighting	7 pages
265619	LED Exterior Lighting	7 pages
	DIVISION 27 COMMUNICATIONS	
270500	Common Work Results for Communications	5 pages
271100	Communications Equipment Room Fittings	6 pages
271500	Communications Cabling	12 pages
276410	RF BDA-Based Signal Booster Systems (In-Building Radio System Coverage)	3 pages
	DIVISION 28 ELECTRONIC SAFETY AND SECURITY	
280500	Common Work Results for Electronic Safety and Security	5 pages
283111	Digital, Addressable Fire-Alarm System	18 pages
285000	Security Control System	12 pages
285010	PLC, Network, and UPS Systems	14 pages
285020	Video Graphical User Interface	11 pages
285030	Cabinets and Enclosures	3 pages
285100	Audio Communication Systems	6 pages
285200	Video Surveillance	6 pages

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285220	Interview Room Recording System	3 pages
285260	Video Management System	9 pages
285300	Access Control System	11 pages
285400	Duress — Misc. Systems	3 pages
285500	Auxiliary Control Systems	2 pages
285900	Security Management Server	3 pages
	DIVISION 31 EARTHWORK	
311000	Site Clearing	7 pages
311505	Excavation, Backfill and Compaction	14 pages
312150	Sheeting and Bracing	2 pages
312319	Dewatering	6 pages
312323.33	Flowable Fill	6 pages
312500	Erosion and Sediment Controls	9 pages
312510	Paving and Resurfacing	9 pages
312510.1	Surface Restoration	1 page
312910	Miscellaneous Work and Clean-Up	3 pages
	DIVISION 32 EXTERIOR IMPROVEMENTS	
321723	Pavement Markings	2 pages
323113	Chain Link Fences and Gates	12 pages
323113.53	High-Security Chain-Link Fences and Gates	12 pages
329119	Landscape Grading	7 pages
329219	Seeding	12 pages
	DIVISION 33 UTILITIES	
330110.58	Disinfection of Water Utility Piping Systems	4 pages
330130.11	Television Inspection of Sewers	6 pages
330505.31	Hydrostatic Testing	6 pages
330505.33	Infiltration and Exfiltration Testing	3 pages
330505.36	Vacuum Testing	3 pages
330505.41	Air Testing	5 pages
330505.43	Mandrel Testing	3 pages
330561	Concrete Manholes	15 pages
331413	Public Water Utility Distribution Piping	16 pages
331417	Water Services	7 pages
331419	Valves and Hydrants	15 pages
331500	Miscellaneous Valves and Appurtenances	6 pages
332800	Storm Drainage System	4 pages
333111	Sanitary Sewerage Gravity Piping	14 pages
	DIVISION 34 TRANSPORTATION	
	Not Used	

.7 Addenda, if any:

Number	Date	Pages
Addendum Number 1:	January 5, 2024	47 pages
Addendum Number 2:	January 11, 2024	72 pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the ~~Contract:~~Contract dated December 12, 2023 are as follows:

~~Document~~	~~Title~~	~~Date~~	~~Pages~~

Document	Title	Pages
IB	Invitation to Bid	2 pages
AIA Document A701	Instructions to Bidders	11 pages
AIA Document A201	General Conditions of the Contract for Construction	46 pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Performance and Payment Bond
Insurance Certificate(s) as required by the Contract Documents

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Bryan Scott Miller, County Manager Duplin County, North Carolina	Jeremiah Daniels, Vice President Daniels and Daniels Construction Company, Inc.
(Printed name and title)	*(Printed name and title)*

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:11:31 ET on 02/28/2024 under Order No. 4104248195 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum,other than changes shown in the attached final document by underscoring added text and striking over deleted text.

_____

(Signed)

_____

(Title)

_____

(Dated)

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LL 1-29-24
CW 1-29-24

TOWN OF GREENEVERS
TAX REQUEST
RELEASE DATE FEBRUARY 5, 2024

NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
SATCHELL, VERLENE M.	09	T71		2023	7644500			$ 490.80				$ 490.80	PROPERTY IS NOT IN TOWN
												$ -	
GRAND TOTAL						$ -	$ -	$ 490.80	$ -	$ -	$ -	$ 490.80	

SUBMITTED BY: A-Mylene

FINAL APPROVAL BY: Greenevers Board of Commissioners

DATE APPROVED: Feb 12, 2024

LT 1-8-24

TOWN OF WARSAW
TAX REQUEST
RELEASE DATE JANUARY 16, 2024

NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LICE DIST PERACCT	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
EDWARDS, JOE ALLAN & BRENDA GAIL EDWARDS	01	7073		2022	2507000			$ 2.57		$ 0.26		$ 2.83	MYT TRAILER IN SAMPSON COUNTY
												$ -	
GRAND TOTAL						$ -	$ -	$ 2.57	$ -	$ 0.26	$ -	$ 2.83	

SUBMITTED BY: [signature] FINAL APPROVAL BY: [signature] DATE APPROVED: 2/12/24

LL 2-26-24
KN 2126-24

TOWN OF TEACHEY
TAX REQUEST
RELEASE DATE MARCH 4, 2024

NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
WILLIAMS, JANICE COTTLE	09	T-78		2023	9597546			$ 55.35				$ 55.35	NOT IN TOWN OF TEACHEY
GRAND TOTAL						$ -	$ -	$ 55.35	$ -	$ -	$ -	$ 55.35	

SUBMITTED BY: [signature]

FINAL APPROVAL BY: Vernon Rowell

DATE APPROVED: 2/29/24

aw 1-24-24

TOWN OF WARSAW
TAX REQUEST
RELEASE DATE FEBRUARY 5, 2024

NAME	TOWNSHIP	TOWN#	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
PAGE HOME APPLIANCE, INC	01	7073		2023	6582744			$ 3.68		$ 0.37		$ 4.05	BUSINESS CLOSED IN 2021
PAGE HOME APPLIANCE, INC	01	7073		2022	6582744			$ 3.68				$ 3.68	BUSINESS CLOSED IN 2021
												$ -	
GRAND TOTAL						$ -	$ -	$ 7.36	$ -	$ 0.37	$ -	$ 7.73	
SUBMITTED BY:			FINAL APPROVAL BY:							DATE APPROVED: 2/13/24			

Cw 2-7-24

TOWN OF WARSAW
TAX REQUEST
RELEASE DATE FEBRUARY 19, 2024

NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
GOLDEN GROVE OF WAKEFIELD INC	01	T-73		2021	3187527			$ 21.96		$ 2.20		$ 24.16	SOLD MYT TRAILER ON 2017
GOLDEN GROVE OF WAKEFIELD INC	01	T-73		2022	3187527			$ 22.76		$ 2.28		$ 25.04	SOLD MYT TRAILER ON 2017
GOLDEN GROVE OF WAKEFIELD INC	01	T-73		2023	3187527			$ 22.76		$ 2.28		$ 25.04	SOLD MYT TRAILER ON 2017
												$ -	
GRAND TOTAL						$ -	$ -	$ 67.48	$ -	$ 6.76	$ -	$ 74.24	
SUBMITTED BY:			FINAL APPROVAL BY:							DATE APPROVED:			

DUPLIN COUNTY
NORTH CAROLINA

Airport Commission
Month End Report
January 2023

DUPLIN COUNTY AIRPORT

Airport Staff	
Josh Raynor	Airport Director
Danny Oxendine	Airport Technician
AJ Warren	Sub Airport Technician

Airport Commission Members	
Larry Debose, Vice Chair	Grey Morgan
Joe Bryant	Dexter Edwards
AJ Connors	Scotty Kennedy
Roger Davis	Jerry Tysinger
Jack Alphin, Chair	

Operating Hours
Monday - Friday 7am - 6pm
Saturday 8am - 6pm
Sunday 1pm- 6pm
Closed
Thanksgiving & Christmas Day

Month	Av-Gas Sales	Jet-A Sales	Total	Av-Gas Gals	Jet-A Gals	Total	*Previous FY Gallons*
July	$8,946.33	$43,465.46	$52,411.79	1,654.08	11,207.38	12,861.46	*18,946.72*
August	$7,015.58	$71,587.02	$78,602.60	1,272.03	16,750.29	18,022.32	*26,582.48*
September	$8,740.47	$52,338.35	$61,078.82	1,583.66	11,395.90	12,979.56	*17,152.58*
October	$19,568.44	$131,393.10	$150,961.54	3,692.13	28,870.81	32,562.94	*23,283.74*
November	$8,328.76	$97,974.81	$106,303.57	1,597.44	22,076.08	23,673.52	*15,743.63*
December	$11,165.75	$42,477.58	$53,643.33	2,259.07	9,606.23	11,865.30	*11,406.66*
January	$5,256.03	$69,409.50	$74,665.53	1,047.24	16,873.72	17,920.96	*14,740.29*
February			$0.00			0.00	*16,364.15*
March			$0.00			0.00	*31,026.20*
April			$0.00			0.00	*20,870.16*
May			$0.00			0.00	*14,641.42*
June			$0.00			0.00	*17,410.79*
TOTAL	**$69,021.36**	**$508,645.82**	**$577,667.18**	**13,105.65**	**116,780.41**	**129,886.06**	*228,168.82*

Operations YTD Totals	# Aircraft	# Operations	# Passengers
July	509	1017	1201
Aug	533	1066	1303
Sept	432	863	1004
Oct	633	1266	1457
Nov	459	917	1079
Dec	422	843	1054
Jan	381	761	928
Feb			
Mar			
Apr			
May			
Jun			
Totals	**3369**	**6733**	**8026**
Avg/MTh	*481.3*	*961.9*	*1146.6*

Products Sold	January	YTD
Hangar/Shop Rental	$72,940.83	$126,790.83
Oil Sales	$36.61	$504.41
Call Out Fees	$150.00	$1,575.00
Ramp Fees	$0.00	$400.00
Vending	$127.00	$787.50
Tiedown Fees	$0.00	$30.00
Ground Lease	$3,811.50	$29,305.50
Misc. Revenue	$72.26	$10,072.26
Fuel Sales	$74,665.53	$577,667.18
Total Sales- All Products	**$151,803.73**	**$747,132.68**

Fuel by Percentage	
Av-Gas % of Total	**10%**
Full Price Gals	44%
Discounted Gals	56%
Avg Gals Av-Gas/Month	1,872
Jet-A % of Total	**90%**
Full Price Gals	9%
Discounted Gals	91%
Avg Gals Jet-A/Month	16,683
Avg Gals/Mth Both Fuels	*18,555.00*
Avg Gals/Mth Both Fuels Last Year	*19,014.00*

Facts and Figures

Airport Commission meets 4th Tuesday's at 7pm
DPL Total Economic Impact is $70,000,000.00
2023 Based Aircraft Value is ~$37,626,623.00
Based A/C values up $847,000 over last year
~40 Based Aircraft
Check us out on Facebook-Duplin County Airport
Preferred Refueling Stop

Recent Project Activity & Updates

Fuel sales bounced back relatively strong month
Murphy Family Ventures started rehabbing the corporate hangar. Looking very good.
Parrish & Partners design phase of New Connector Taxiway submitted to DOA for review.
Fuel farm finally Q&A completed, waiting to bid, cost estimate looks good at $1.9m
All new T-hangars & Legacy T-hangars fully occupied. Communal hangar full now.
Received $5,000,000 from NC Legislator, very excited at investing it in the airport
Added DA40 aircraft to based list

Project Update

Project Name	Project #	$ Amount
Drainage Assessment	7549	$100,000.00
Drainage Repair	7549	$310,000.00
Connector Txwy Design	7553	$97,625.00
Fuel Farm Design	7554	$99,931.00
Total Project $		**$607,556.00**

NC COOPERATIVE EXTENSION

N.C. A&T STATE UNIVERSITY

NC STATE UNIVERSITY

THE CULTIVATOR

A Review of January 2024

DUPLIN COUNTY CENTER

Duplin County Center
165C Agriculture Drive
Kenansville, NC 28349

Website: https://duplin.ces.ncsu.edu
Duplin County Center-NCCE Facebook: https://go.ncsu.edu/zgvcr9a
4-H Facebook: https://go.ncsu.edu/om3spc0

Phone: 910.296.214
Fax: 910.296.219

Amanda Hatcher
County Extension Director, Livestock

Wanda Bell
ministrative Assistant: irector, 4-H, Family & Consumer Sciences

Wanda Hargrove
Support Specialist: griculture, Livestock, acilities Coordinator

Jessica Hall
ivestock and Forages

Della King
griculture, Field Crops

Tom Hroza
Horticulture

Rachel Ezzell
amily and Consumer Science

James Hartsfield
rea Specialized Agent, arm Management NC A&T State

Walter Adams
griculture & Natural Resources Technician NC A&T State

Bridget Huffman
H Youth Development

Charmae Kendall
-H Program Assistant, Youth griculture/Livestock

Jasmine Williams
4-H Prevention Coordinator

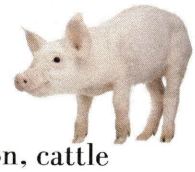
Notes from the Director..... Amanda Hatcher

- Conducted staff meetings, attended state extension updates, farmworker program updates
- Conducted mid year evaluations for employees
- Finalized year end reports
- Planned county advisory meeting
- Began graduate class
- Attended ECU Health grant meeting
- Attended CED meeting for the district

Livestock..... Amanda Hatcher, Livestock and Forage

- Assisted 15 farmers in nutrient management, 2 farmers in farm management, and 3 farmers in crop management
- Attended zoom updates for nutrient management, VAD, farm succession planning
- Face-to-face contacts: 165, Non face-to-face contacts: 254

Livestock..... Jessica Hall, Livestock and Forage



- Attended Duplin County Cattlemen's Association Meeting
- Attended Advisory Council Meeting for James Sprunt Ag Program
- Attended Duplin County 4-H Pig Project Kickoff
- Assisted producers with weed management strategies, cattle nutrition, cattle marketing information, soil sampling, and spring pasture planning.
- Face-to-face contacts: 24, Non face-to-face contacts: 4,973

Field Crops..... Della King, Field Crop Agent

- Attended NCACAA State Board Meeting, Soybean OFT zoom, PSI Game Theory Testing Summary Zoom, NC Commodity Conference, Monthly Program Team Zoom Meetings, Cotton & Peanut Agent Training, NC Soybean 2023 Data Review Zoom, Farm Succession Webinar, Agent Meeting, Regional Tobacco GAP Grower Training
- Face-to-face contacts: 123, Non face-to-face contacts: 539

Horticulture..... Tom Hroza, Horticulture

- Promoted forestry pest workshop for those with forestry acres.
- Winter is a great time to contact your Extension Agent to determine where to plant natural screens, windbreaks, and plants that enhance the beauty of your farm or homestead.

Britt Building Monthly Usage

January Total number of events: 47

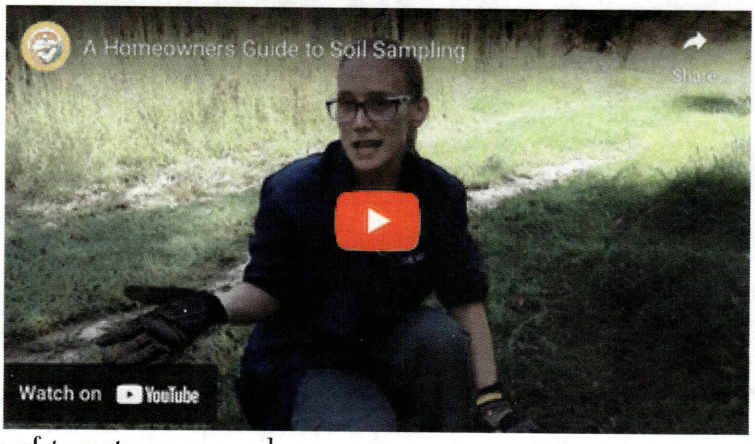
Total attendance for the events: 1323

Public events: 44

Private events: 3

North Carolina State University and North Carolina A&T State University commit themselves to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, age, veteran status or disability. In addition, the two Universities welcome all persons without regard to sexual orientation. North Carolina State University, North Carolina A&T State University, U.S. Department of Agriculture, and local governments cooperating.

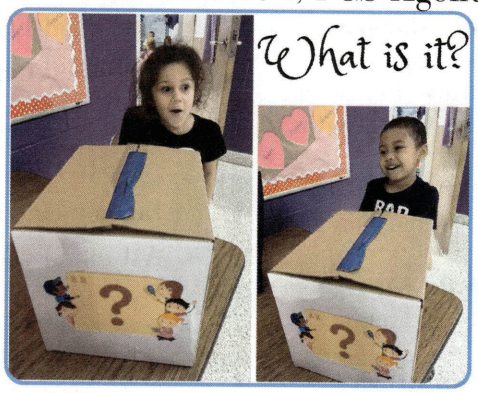
- Shared Soil Test in preparation for the spring garden. How to Collect a Soil Sample. (You tube video right).
- Shared and helped clients in gardening. Easter is early this year and that means an early garden for many. Order Seeds and Plants now.



- Try one or two new plants. this year such as a newvariety of tomatoes, cucumbers, peppers or sugar snaps.
- Any plants that you had insect problems with last year need a spray of Dormant Oil now
- If you had disease problems on certain plants, consider a lime sulfur application this month also.
- Face-to-face contacts: 69, Non face-to-face contacts: 1,300

Family and Consumer Science (FCS)..... Rachel Ezzell, FCS Agent

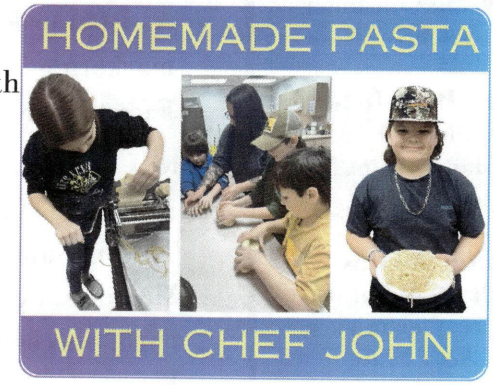
- Continued nutrition education programming with Kenansville Elementary Pre-K and Chinquapin Elementary (pictures right).
- Met with Extension Master Food Volunteers (EMFVs) to demo a recipe for upcoming programming and plan for the spring. (picture below)







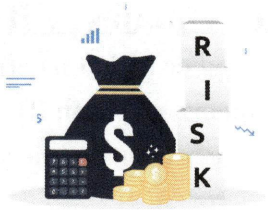
- Attended Stanford-Duplin Extension and Community Association (ECA) Leadership Team meeting.
- Participated in virtual trainings for Steps to Health and More in My Basket- programs through N.C. State Extension.
- Partnered with 4-H to offer pasta making night with Chef John of Healthy People, Healthy Futures. (picture right)
- Face-to-face contacts: 244, Non face-to-face contacts: 2,195



Small Farms.....James Hartsfield, Farm Management (Duplin/Sampson)

- Visited a farmer to provide information on upcoming Heirs Property Summits.
- Visited with a producer to provide information on the Plasticulture Equipment Rental Cash Back Program.
- Visited with a farmer to provide information on the upcoming Crop Insurance Education webinar.

- Visited with farmers to do a risk management follow-up evaluation survey.
- Worked on a Poster Presentation for the Extension Risk Management Education Conference.
- Participated in the 4th Friday NCAT Virtual Faculty Staff meeting.
- Face-to-face contacts: 23, Non face-to-face contacts: 6,250



Agriculture & Natural Resources.....Walter Adams, Tech. (Duplin/Lenoir)

- Answered questions about pesticide recertification classes and exams.
- Worked on scheduling a farm tour of CEFS for Small Farms Week.
- Worked on Pesticide Disposal Collection Day for February 27th
- Face-to-face contacts: 12, Non face-to-face contacts: 97



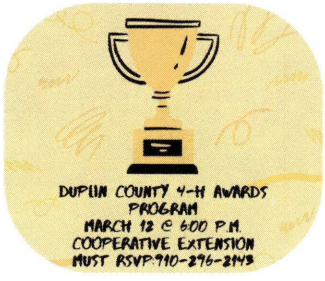
4-H and Youth Development..... Bridget Huffman, 4-H Agent

- Met with our teens. Our focus was on the book "The Energy Bus" and continued journaling the "5 Rules For The Ride of My Life. We covered rule 5 "Enjoy The Ride!" and wrapped up the series. (picture right)
- Hosted the SEDAE4-HYDP in Duplin for their winter business meeting.





- Attended The DAISY committee meeting.
- Attended the Duplin County Partnership For Children Board.
- Attended county staff updates, 4-H updates and trainings, reports, and State Extension updates.
- Attended the annual NCAE4-HYDP Winter Professional Meeting. The two day event consisted of board meetings, business meetings, committee meetings, and professional development workshops. (Picture right)
- Planning and preparations for the annual 4-H Awards Program.
- Submitted paperwork for annual enrollment to upload to NC 4-H Online. Leaders and 4-H'ers started re-enrollment for 2024 as well.
- Face-to-face contacts: 51, Non face-to-face contacts: 6,005



Charmae Kendall, 4-H Agriculture/Livestock Program Assistant

- Facilitated Science Night & Pasta Night with County 4-Her's (Picture right).
- Continued Winter Farm Calendar Program with county kindergartens.





- Prepared for Duplin County Pig Project for 15 4-H'ers, Kick-off pig project (Picture left)
- Started fundraising and solicitation for Duplin Grows in March
- Face-to-face contacts: 385, Non face-to-face contacts: 5,912

Jasmine Williams, 4-H Prevention Coordinator

- Attended coalition meetings: Duplin County Substance Use Coalition (DCSUC), and the Duplin Agencies In Support of Youth (DAISY)
- Continued monthly merchant education activities for Duplin and Sampson counties

DUPLIN COUNTY
NORTH CAROLINA

Cowan Museum of History and Science
January 2024 (FY24) Monthly Report

Month	Attendance - Museum	Attendance – Outreach/ Ed.	Attendance – Exhibits, Events	Reach - Website	Reach – Social Media (Facebook)	$ Cash/ Donations	Volunteer Hours
July	89	74		640	1,129	$62.00	
Aug	68	42		527	1,998	$61.10	
Sep	40	6	273	758	41,987	-	33
Oct	93	11		629	14,856	$407.22	
Nov	184			373	5,003	$43.00	7.5
Dec	126			326	993	$67.00	12
Jan	30			505	303	$45.94	21.25
Feb							
Mar							
Apr							
May							
June							
TOTAL	**630**	**133**	**273**	**3,758**	**66,269**	**$686.26**	**73.75**

- ❖ Buildings and Grounds:
  - Duplin County Facilities Services (DCFS) staff fixed the museum's bathroom sink.
  - The garden statues, stools, and wind chimes were taken into the blacksmith shop in preparation for the 1/9/24 storm. Afterwards, one of the Teen Court volunteers coated the objects with a weather guard sealant.
  - Museum staff searched for quotes to move artifacts out of the storage container on the grounds in order to return the container to its owner.

- ❖ Tours: Preparation/Scheduling:
  - Museum staff planned a STEM and history field trip on 2/21/24 for Wallace Elementary Pre-K, and coordinated it with Liberty Hall.
  - Museum staff and Arrows Christian Homeschool Group planned a PreK – 12th grade tour and STEM project for March 2024.
  - Other field trips and activities were planned with Rose Hill-Magnolia Elementary, Wallace Christian Academy, Southwood Elementary in Kinston, and Jacksonville Homeschool Group.

- ❖ Events:
  - Staff scheduled an ecoEXPLORE (an NC Arboretum initiative) event for Saturday, 4/20/24, which will begin at 11:00 AM in the botanical garden. Staff from the NC Museum of Natural Sciences – Whiteville will lead the program.

- Staff continued planning for the 2024 NC Science Festival's event, ecoBLAST, at the museum on 4/27/2024, from 10 AM – 2 PM. As of 2/1/24, vendors/presenters will include: Duplin Beekeepers; Nahunga Creek Tropicals; Don Brown (Ham radio); Christopher Tyndall (weather); Holly Baker from WNCT (meteorology); Cape Fear Parrot Sanctuary; NC Fossil Club; Blue Buzz Botanicals; Ecological Marine Adventures; Phylicia's Ice Cream/Sweet Treats; Taquerias Rico Taco; Duplin Winery (Muscadine pollination talk); and Cape Fear Raptor Ambassadors.
- Staff and a Teen Court volunteer began getting supplies ready for ecoBLAST, including harvesting seeds from the botanical garden, packing, and labeling them to give to visitors and eventgoers.

❖ Outreach, Partnerships, and Community Services:

- The museum's educators (Skinner and Howard) will take part in the Core Sound Waterfowl Museum's Earth Day on 4/24/2024 on Harkers Island.
- A new Teen/Juvenile Court volunteer started work in January for community service hours. He has been very helpful and stated he'd like to continue volunteering after his hours are complete.
- The museum's intern continues to work on Skinner's climate change lesson in Canva.

❖ Professional Development:

- Robin Grotke attended the NC Science Museums Network Annual Meeting on January 22-23, 2024 in Wilmington, NC. Attendees included NC science museums and other similar organizations. A strong focus during the meeting was to form partnerships with each other to better serve communities.
- Anne Skinner attended the NCMNS Professional Previews Zoom talk.
- Anne Skinner attended communication skills workshop on 1/30/24.

❖ American Rescue Plan Act (ARPA) Grant:

- For the second disbursement of the ARPA funds, Carrie Shields signed the DocuSign form sent by the granting agency.

❖ NC Science Museums Grant Program:

- The budget and associated paperwork was submitted for the FY2024 contract.
- The contract was sent to Grotke on 1/19/2024.

❖ Collections:

- A poster (2020.5.1) that was purchased for the collections was taken to Townhouse Art & Framing to be archivally matted and framed for exhibit.
- Legal and object files were maintained, updated, and created.
- Artifacts on display were cleaned using best museum practices.
- Relational database (PastPerfect) records were updated.
- The written inventory and the Accession Register were updated.

❖ Collections: Loans:

- One book, *Native Perennials for the Southeast*, by Peter Loewer (L2018.2), was returned to the lender. Lender gave it to staff in 2018 to use as a reference for the botanical garden development.

❖ Collections: New Acquisitions for Education Collection:

- E2024.1.1 – E2024.1.2: Two plush toys representing extinct animals: *Astraspis* a jawless fish, and *Dimetrodon*, which is a mammal but looks like a reptile. The toys were purchased for our new fossil exhibit's interactive area.
- E2024.2.1: Five (5) kits of Taksa Toys Wooden Animal Figures. The kits will be used for summer STEM garden programs.
- E2024.2.2: Aywewii LED Tambourine (set of 2). The set will accompany the interactive area of our music exhibit and be available for hearing-impaired visitors.

❖ General/Other:

- Assistant County Manager Carrie Shield visited the museum and talked with staff, viewed galleries, and storage areas.
- Updates were made to the website and items of interest were posted onto the museum's social media sites.
- Grotke signed off on purchases and prepared/submitted the museum's monthly P-Card report.
- Cleaning was done in galleries, facilities, and outbuildings.
- Cash donations were submitted to the Finance Office.
- The museum's voicemail message was updated.
- Staff organized and cleaned STEM supplies, files, and desk areas.
- Museum staff cleaned and organized the garden shed.
- Grotke began working on the museum's FY2025 budget materials.

Office of the
DUPLIN COUNTY REGISTER OF DEEDS
Anita Marie Savage, Register of Deeds
Post Office Box 970; 118 Duplin Street, Kenansville, NC 28349
Telephone: (910) 296-2108 Fax: (910) 296-2344
anita.savage@duplincountync.com
www.duplinrod.com

MONTHLY REPORT FOR DUPLIN COUNTY REGISTER OF DEEDS FEBRUARY 2024

Submitted this 1st day of March, 2024

Anita Marie Savage

Register of Deeds

Recorder and Custodian of County Records

Ledger Report Fee Distribution
Anita Marie Savage, REGISTER OF DEEDS
Duplin, NC
Date Range From Thursday, February 1, 2024 to Thursday, February 29, 2024

Name	Amount
Vital Records Fund	$522.00
State Treasurer Amount	$1,946.80
Escrow Credit Total	$504.00
State Revenue Stamp	$9,121.35
County Revenue Stamp	$9,493.65
NC Children's Trust Fund	$140.00
NC Domestic Violence Fund	$840.00
ROD General Fund	$14,271.47
ROD Automation Fund	$1,712.39
Supplemental Retirement	$288.09
Total Distribution For Period	$38,839.75
Cash Total	$5,132.65
Check Total	$15,001.00
Pay Account Tota	$2,039.85
Escrow Account Tota	$570.75
ACH Total	$16,095.50
Overpayment Total	$0.00
Total Deposit For Period	$38,269.00

Ledger Summary Report - Roll-up

Printed 03/01/2024

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

02/01/2024-02/29/2024

Category	Receipt Code		Count	Total	
ESCROW CREDIT					**Escrow Credit**
	ESCROW	ESCROW CREDIT	1	$504.00	$504.00
	Category Totals		1	$504.00	$504.00

MAP					Recording	Special	Floodplain Mapping	Excise Tax	Land Transfer	Dept Cultural Res	Pension Fund	Automation Fund	State General Fund	State Treasurer Amt	County Receipts
	MAP	MAP	34	$798.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.13	$78.65	$0.00	$0.00	$707.22
	Category Totals		34	$798.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.13	$78.65	$0.00	$0.00	$707.22

MARR					Fee	NCCTF	DVCF	Pension Fund	Automation Fund	County Receipts
	ML	MARRIAGE LICENSE	28	$1,680.00	$0.00	$140.00	$840.00	$25.20	$67.48	$607.32
	Category Totals		28	$1,680.00	$0.00	$140.00	$840.00	$25.20	$67.48	$607.32

NO BOOK					Fee	Special	Pension Fund	Automation Fund	County Receipts
	AMDVIT	AMENDMENT - VITALS	4	$40.00	$0.00	$0.00	$0.60	$3.96	$35.44
	BIRTH	CERTIFIED COPY - BIRTH	174	$1,740.00	$0.00	$0.00	$26.10	$172.26	$1,541.64
	BIRTHSE	CERTIFIED COPY - SENIOR BIRTI	7	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	CCOPY	CERTIFIED COPY - REAL PROPEI	3	$29.00	$0.00	$0.00	$0.44	$2.86	$25.70
	COPY	COPIES	41	$73.00	$0.00	$0.00	$1.08	$7.15	$64.77
	COPYP	COPIES - FULL SIZE PLAT	2	$16.00	$0.00	$0.00	$0.24	$1.57	$14.19
	COPYRM	COPY - DUPLIN COUNTY ROAD M	2	$10.00	$0.00	$0.00	$0.16	$0.98	$8.86
	COPYV	COPIES - VITAL RECORDS	13	$4.00	$0.00	$0.00	$0.02	$0.34	$3.64
	DD214	CERTIFIED COPY - DD214	5	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	DEATH	CERTIFIED COPY - DEATH	275	$2,750.00	$0.00	$0.00	$41.25	$272.25	$2,436.50
	FAXCO	FAX - NON TOLL FREE	1	$0.75	$0.00	$0.00	$0.01	$0.07	$0.67
	MARR	CERTIFIED COPY - MARRIAGE	57	$570.00	$0.00	$0.00	$8.55	$56.43	$505.02
	Category Totals		584	$5,232.75	$0.00	$0.00	$78.45	$517.87	$4,636.43

Ledger Summary Report - Roll-up

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

02/01/2024-02/29/2024

Category	Receipt Code		Count	Total	Recording	Special	Floodplain Mapping	Excise Tax	Land Transfer	Dept Cultural Res	Pension Fund	Automation Fund	State General Fund	State Treasurer Amt	County Receipts
PROPERTY															
	ABN	ASSUMED BUSINESS NAME	9	$234.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.51	$17.46	$0.00	$55.80	$157.23
	ADM/COR	ADMINISTRATIVE CORRECTION	1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	AFDVT	AFFIDAVIT	5	$130.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.95	$9.70	$0.00	$31.00	$87.35
	AGMT	AGREEMENT	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	AN/AMD	ASSUMED BUSINESS NAME AME	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	APPT	APPOINTMENT	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	ASGMT	ASSIGNMENT	13	$338.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.07	$25.22	$0.00	$80.60	$227.11
	B/S	BILL OF SALE	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	CM/D	COMMISSIONER DEED	1	$76.00	$0.00	$0.00	$0.00	$50.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	CONT	CONTRACT	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	D/EASE	DEED OF EASEMENT	1	$32.00	$0.00	$0.00	$0.00	$6.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	D/REL	DEED OF RELEASE	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	D/T	DEED OF TRUST	61	$3,776.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$56.64	$365.80	$0.00	$365.80	$2,987.76
	DECL	DECLARATION	4	$104.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.56	$7.76	$0.00	$24.80	$69.88
	DEED	DEED	148	$22,407.00	$0.00	$0.00	$0.00	$18,559.00	$0.00	$0.00	$57.72	$287.12	$0.00	$917.60	$2,585.56
	EASE	EASEMENT	20	$520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7.80	$38.80	$0.00	$124.00	$349.40
	L/AGMT	LEASE AGREEMENT	1	$51.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.77	$4.40	$0.00	$6.20	$39.63
	M/A	MODIFICATION AGREEMENT	6	$156.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.34	$11.64	$0.00	$37.20	$104.82
	MEMO	MEMORANDUM	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	MTG	MORTGAGE	1	$64.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.96	$6.20	$0.00	$6.20	$50.64
	NOTARY	NOTARY	18	$180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.70	$17.82	$0.00	$0.00	$159.48
	ORD	ORDINANCE	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	P/A	POWER OF ATTORNEY	13	$338.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.07	$25.22	$0.00	$80.60	$227.11
	QCD	QUITCLAIM DEED	11	$286.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.29	$21.34	$0.00	$68.20	$192.17
	R/COV	RESTRICTIVE COVENANTS	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	REL	RELEASE	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	REQ	REQUEST FOR NOTICE	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	RES/TR	RESIGNATION OF TRUSTEE	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	S/INS	SEE INSTRUMENT	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	SAT	SATISFACTION	61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Ledger Summary Report - Roll-up

Printed 03/01/2024

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

02/01/2024-02/29/2024

Category	Receipt Code		Count	Total											
	SUB/TR	SUBSTITUTION OF TRUSTEE	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	TR/CRT	TRUSTEES CERTIFICATION	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	UCC/T	UCC TERMINATION	3	$121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.81	$11.91	$0.00	$0.00	$107.28
	UCC1	UCC1	4	$166.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.48	$17.14	$0.00	$0.00	$146.38
	UCC3	UCC3	4	$152.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.28	$14.96	$0.00	$0.00	$134.76
	Category Totals		407	$29,703.00	$0.00	$0.00	$0.00	$18,615.00	$0.00	$0.00	$166.31	$929.05	$0.00	$1,946.80	$8,045.84

VITAL RECORDING				Fee	Special	Pension Fund	Automation Fund	Vital Records Receipts	County Receipts
	BAVAS	NCDAVE - BIRTH ABSTRACT SEA	24	$576.00	$0.00	$0.00	$3.60	$23.76	$336.00	$212.64
	DAVADD	NCDAVE - ADDITIONAL COPIES	5	$75.00	$0.00	$0.00	$0.75	$4.95	$25.00	$44.30
	DAVAS	NCDAVE - DEATH ABSTRACT SE/	2	$48.00	$0.00	$0.00	$0.30	$1.98	$28.00	$17.72
	DAVBADD	NCDAVE - BIRTH ABSTRACT ADI	2	$30.00	$0.00	$0.00	$0.30	$19.70	$10.00	$0.00
	DAVDADD	NCDAVE - DEATH ABSTRACT ADI	7	$105.00	$0.00	$0.00	$1.05	$68.95	$35.00	$0.00
	DAVEBSEA	NCDAVE - BIRTH SEARCH NO CC	2	$28.00	$0.00	$0.00	$0.00	$0.00	$28.00	$0.00
	NCBAMD	NCDAVE - BIRTH AMEND	1	$15.00	$0.00	$0.00	$0.00	$0.00	$15.00	$0.00
	NCDAMD	NCDAVE - DEATH AMEND	2	$30.00	$0.00	$0.00	$0.00	$0.00	$30.00	$0.00
	SOVS	STATE OVS FEES	1	$15.00	$0.00	$0.00	$0.00	$0.00	$15.00	$0.00
	Category Totals		46	$922.00	$0.00	$0.00	$6.00	$119.34	$522.00	$274.66

	Report Totals	1100	$38,839.75

Automation Fund Total:	$1,712.39
County Receipts Total:	$14,271.47
DVCF Total:	$840.00
Escrow Credit Total:	$504.00
Excise Tax Total:	$18,615.00
NCCTF Total:	$140.00
Pension Fund Total:	$288.09
State Treasurer Amount Total:	$1,946.80

Ledger Summary Report - Roll-up

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

02/01/2024-02/29/2024

Category	Receipt Code	Count	Total
	Vital Records Receipts Total:	$522.00	
	Cash Total:	$5,132.65	
	Check Total:	$15,001.00	
	ACH Total:	$16,095.50	
	Card Total:	$2,039.85	
	Escrow Account Total:	$570.75	
	Overpayment Total:	$0.00	

Social Services

Program Area	Dec-23	Jan-24
MONTHLY CASE COUNT		
Food and Nutrition Cases	4406	4996
FNS Apps Taken	256	416
Individual Served	9277	9140
WorkFirst Cases	57	56
WF Apps. Taken	17	18
Employment Cases	4	4
Child Only Cases	36	32
Refugee Cases	17	20
Crisis Heating/Cooling (CIP)	147	219
Low Income Energy Assistance (LIEAP)	89	327
Family & Childrens Applications	279	297
Enrollment Count	15719	15954
Adult Applications	160	97
Adult Enrollment Count	3880	3827
Medicaid Transportation	665	696
Individuals Transported	172	214
Child Support NCP Cases	2463	2474
Program Integrity	8	6
Child Day Care	369	353
CPS - investigations Initiated	55	49
CPS - Investigation Caseload	82	86
CPS- Case Management	6	9
CPS-Children in Custody	18	19
Adult Services	96	102
Homeless Reported	0	0

DUPLIN COUNTY CHILD SUPPORT
MONTHLY REPORT
Jan-24

TOTAL CHILD SUPPORT COLLECTED	$ 426,264.14
TOTAL ABSENT PARENT CASES	2428
TOTAL CLIENTS SERVED	1850
TOTAL CHILDREN SERVED	2474
BREAKDOWN OF CASE AS FOLLOWS	
ENFORCEMENT	2149
ESTABLISHMENT	90
PATERNITY	57
LOCATION	132
GOOD LOCATES COMPLETED/SYSTEM AND MANUAL	23
ORDERS ESTABLISHED/MODIFIED	
BY VOLUNTARY SUPPORT AGREEMENT/CIVIL	34
MODIFICATIONS	23
REVIEWS/NO MOD. NEEDED	0
TOTAL	57
PATERNITY ESTABLISHED	13
GENETIC TEST COMPLETED (LAB CORP)	10
GENETIC TEST COMPLETED (Connie)	0
ENFORCEMENT ACTIONS (OTHER)	230
WAGE WITHHOLDING ESTABLISHED	81
INTERSTATE ACTIVITY	
INITIAL UIFSA ACTION MAILED	0
ORDERS SENT FOR REGISTRATION	0
GENERAL STATUS REQUEST MAILED/ELECTRONIC	303
ENFORCEMENT STATUS REQUEST MAILED	48
REQUEST FOR REVIEWS TO OTHER STATE	0
CHANGE OF PAYEE/REDIRECTION	0
ORDERS REGISTERED	1
ORDERS ESTABLISHED	0
TOTAL CLIENT SEEN IN IV-D	72

TOTAL VISITORS IN IV-D	0
SHOW CAUSES AND ORDERS FOR ARREST ISSUED IN COUNTY	26
SHOW CAUSES AND ORDERS FOR ARREST SERVED IN COUNTY	2
SHOW CAUSES SENT BY REGULAR MAIL IN COUNTY	21
SHOW CAUSE AND ORDERS FOR ARREST RETURNED NOT SERVED IN COUNTY	5

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SHOW CAUSES AND ORDER FOR ARREST ISSUED OUT OF COUNTY	20
SHOW CAUSES AND ORDER FOR ARREST SERVED OUT OF COUNTY	4
SHOW CAUSES SENT BY REGULAR MAIL OUT OF COUNTY	12
SHOW CAUSES AND ORDER FOR ARREST RETURNED NOT SERVED OUT OF COUNTY	3