



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, August 16th, 2021

224 Seminary Street

Kenansville, NC 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, August 16th, 2021 in the Commissioners Room located at 225 Seminary Street, Kenansville, NC.

Present: Commissioners: Dexter Edwards, Wayne Branch, and Kennedy Thompson, Elwood Garner, and Jesse Dowe, III.

Also Present: Mr. Davis H. Brinson, County Manager/Clerk to the Board; Mr. Tim Wilson, County Attorney; Ms. Tracy Chestnutt, Finance Officer; and Mrs. Trisha-Ann Hoskins, Administrative Officer.

Call to Order

The meeting was called to order by Chairman Edwards.

Invocation and Pledge of Allegiance

Invocation was given by Mr. George Futrelle, Asst. County Manager/Airport Director. The Board 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 of the proposed meeting agenda and if any member or the County Manager/Clerk to the Board wished to make any changes or additions to the agenda.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the August 16th, 2021 meeting agenda.

Approval of the Minutes – Governing Body

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the minutes of the August 2nd, 2021 Board of Commissioners meeting.

CONSENT AGENDA

Approval of the Consent Agenda

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve consent agenda, which included the following: Budget Amendment Journal Entry Report; Tax and Solid Waste Releases- # 18561-18701; Updated Duplin County Airport Rules & Regulations Ordinance.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

REGULAR MEETING AGENDA**Public Comments**

No Public Comments

End Public Comments

Mr. Davis H. Brinson, County Manager and Clerk to the Board, appeared before the Board to request that the Board appoint Mrs. Trisha-Ann Hoskins as the Deputy Clerk to the Board of Commissioners to assist the Clerk. The Deputy Clerk to the Board will serve the Clerk in his job functions and act in his absence by assuming responsibilities required to continue the operation of the office including preparing agendas for Board meetings, gathering information for meeting agenda packets, and notifying Commissioners, appropriate County staff, the news media, and other interested parties of dates and times of board meetings and attending Board meetings to keep a full and accurate account and record the proceedings of the Board. The Deputy Clerk will also assist the Clerk in keeping up-to-date information on various County boards and commissions, coordinating meetings for the Commissioners and other officials; and in answering inquiries.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to appoint Mrs. Trisha-Ann Hoskins as Deputy Clerk to the Board of Commissioners.

Angel Venecia, Director of Public Transportation, appeared before the Board to present and respectfully request the Board approve the submission of applications for the FY23 5311 CTP Grants- Admin (\$242,263) and Capital (\$217,685-replace three (3) transit vehicles and purchase new tablets for vehicles), and the 5310 Elderly and Disabled Mobility Grant (\$40,000) for the annual request for Federal and state funds in support of Duplin County's Public Transportation System.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to submit applications on behalf of the Duplin County Public Transportation Department for FY23 Federal and State Community Transportation Program Grants for both 5311-Administrative and Capital Projects; and 5310-Elderly and Disabled Mobility Funding.

Angel Venecia, Director of Public Transportation, appeared before the Board to request that the Board schedule a public hearing to receive public comments on the submission of applications for the FY23 5311 CTP Grants- Admin (\$242,263) and Capital (\$217,685-replace three (3) transit vehicles and purchase new tablets for vehicles), and the 5310 Elderly and Disabled Mobility Grant (\$40,000) for the annual request for federal and state funds in support of Duplin County's Public Transportation System.

Motion was made by Commissioner Branch, seconded by commissioner Garner, carried unanimously to hold a public hearing on September 7th, 2021 to receive public comments on the submission of applications on behalf of the Duplin County Public Transportation Department for FY23 Federal and State Community Transportation Program Grants for both 5311-Administrative and Capital Projects; and 5310-Elderly and Disabled Mobility Funding.

Tracy Chestnutt, Finance Officer, appeared before the Board to present general information on the American Rescue Plan Act (ARPA), to discuss the expenditure of ARPA funds for the support of public health and to also discuss employee premium pay. The County will receive \$11,409,751 in ARPA funds as a result of the economic impact of the coronavirus pandemic. First, Ms. Chestnutt spoke to the Board regarding revenue replacement funds and advised that she was still waiting on guidance from the US Treasury

on that issue. Secondly, she advised that ARPA allows for the support of public health expenditures which includes capital expenditures to upgrade medical facilities. Therefore, the County Manager and Finance Officer recommend the replacement of antiquated HVAC (heating, ventilation and air conditioning) systems at the Duplin County Health Department which will improve air circulation in the Health Department. It is also recommended that additional ARPA funds be used to purchase a remote internet access point (aka plum case) to be used at off-site testing and vaccine events. Ms. Chestnutt also discussed the American Rescue Plan Act (ARPA) premium pay information based on the recommendation made at the last meeting by the County Manager and Finance Officer to give county employees a bonus. The Board was advised that the US Treasury has issued an interim final rule concerning premium pay, and have advised that ARPA funds may be used by recipients to provide premium pay to eligible workers performing essential work during the COVID-19 pandemic. Ms. Chestnutt provided the Board with the definition of and information on essential work, eligible work and the measurement period of payments based on US Treasury guidance. She stated that she had been asked to do some research into the premium pay by Commissioner Garner relevant to giving a larger amount of premium pay to those employees who worked during vaccine clinics and testing events. Ms. Chestnutt advised that she thought under the definitions of essential workers and eligible work there were many other workers who were at heightened risk for example: sworn law enforcement officers, jailers, jail cooks, 911 telecommunicators, EMTs, paramedics, in-home aids, emergency management, housekeeping staff, nutrition site attendants, health care workers employed by the Health Dept., and adult and child protective services social workers. Ms. Chestnutt asked the Board for guidance as to who to include on the list if the Board was going to entertain a tiered approach to the premium pay and also on possibly prorating the premium pay based on the time the employee worked from March 3, 2020 until the point the premium pay is issued. Chairman Edwards asked for action on the first request from the Finance Officer regarding the expenditure of ARPA funds to support public health expenditures by replacing the HVAC system at the Health Department and by purchasing a remote internet access point box.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to authorize the Finance Officer to budget ARPA funds and authorize the use of \$70,000 for the support of public health expenditures.

The Board then discussed the premium pay and the tiered approach based on employee levels of exposure. The County Manager cautioned the Board that a lot of employees will not believe the tiered approach is fair and that it was very difficult for he and Ms. Chestnutt to draw a line as to who belongs in each tier. He stated that he thought the best approach was to give all employees the same amount of premium pay. The three recommendations given the Board to consider were as follows:

1. Pay all full time and part time employees as of the date of the approval a bonus of \$2,542.37 which will provide a net deposit of \$1,500.00. The estimated pay date is September 3rd if approved on August 16, 2021. Estimated Cost: \$1,640,157 for 539 employees.
2. Pay all full and part time employees as of the date of approval a bonus of \$4,237.29 for sectors deemed critical to protect the health and well-being of residents. The following employees are deemed critical to protect the health and well-being of resident: sworn law enforcement officers, jailers, jail cooks, 911 telecommunicators, EMTs, paramedics, in-home aids, emergency management, housekeeping staff, nutrition site attendants, health care workers employed by the Health Dept., and adult and child protective services social workers. All remaining employees will be paid a bonus of \$2,542.37 including department heads in all departments. The bonus will provide a net deposit of \$2,500 and \$1,500 respectively. The same pay dates will apply as above. Estimated Cost: \$2,155,416 for 539 employees
3. Pay all full and part time employees as of the date of approval a bonus of \$4,237.29 for sectors deemed critical to protect the health and well-being of residents. The following employees are deemed critical to protect the health and well-being of resident: sworn law enforcement officers, jailers, jail cooks, 911 telecommunicators, EMTs, paramedics, in-home aids, emergency management, housekeeping staff, nutrition site attendants, health care workers employed by the Health Dept., and adult and child protective services social workers. All remaining employees will be paid a

bonus of \$2,542.37 including department heads in all departments. The bonus will provide a net deposit of \$2,500 and \$1,500 respectively for employees eligible for a full bonus. Employees will receive a prorated gross deposit based on the number of months they have worked from March 3, 2020 through the approval date. The same pay dates will apply as above. Estimated Cost: \$1,859,787 for 539 employees

The Board discussed the tiered approach and also the prorating of the bonus pay. After much discussion, the Board took the following action.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the bonus as laid out in option three (3) with all department heads over the employees deemed essential to be included in the net \$2,500 bonus category.

The bonus payroll will be deposited on September 3, 2021, as a separate payroll deposit.

Elizabeth Stalls, County Planner, appeared before the Board to discuss the Duplin County Flood Damage Prevention Ordinance that was last updated and adopted on April 16, 2018. Since then, changes to chapters of the NC General Statutes have necessitated the need to update our ordinance with text amendments (no substantial changes) to reference the new NCGS Articles & Chapters. For example, the 2018 ordinance's reference for Articles in Chapter 153A have been replaced in the 2021 ordinance with references for Articles in Chapter 160D. Duplin County must adopt the updated ordinance with the text amendments.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to adopt the updated Duplin County Flood Damage Prevention Ordinance as presented and to authorize the Chairman to sign same.

Tracey Simmons-Kornegay, Health Director, appeared before the Board to present the Agreement Addendum Revision #1, which provides additional funds in order to include family care and behavioral health facilities as additional facility types that are served by the Regional Prevention Support Teams (RPST). This additional funding supports these teams and ensures their success in providing on-site infection prevention and control assistance, training, and consultation to all types of post-acute care facilities, particularly those facility types that do not have trained medical staff. The goal of the RPSTs is to reduce the introduction of disease through on-site training and consultation with facility staff in the use of evidence-based infection control procedures consistent with applicable CDC, CMS and HHS guidance. This initiative is particularly important for residential facilities that do not typically have health care professionals on staff. RPSTs are based in each of the 10 public health regions with operational and fiscal responsibilities managed by one lead local public health department in each region (Duplin County belongs to Region 8 which is comprised of 9 counties in the southeastern portion of NC), and supported by NC DHHS/DPH project management and program oversight. The lead health department is identified collaboratively between NC DHHS/DPH and the public health regions. Each RPST has a prevention coordinator and additional training staff based upon the number of Nursing Home and Adult Care Home beds in each region. The health department has a staffing agreement with the North Carolina Alliance of Public Health Agencies (NCAPHA). Training for the RPSTs is provided by the Division of Public Health in collaboration with the University of North Carolina's Statewide Program for Infection Control and Epidemiology (UNC SPICE).

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to accept the ED Regional Prevention Support Team (AA 545 Revision #1) for \$165,622 (totaling \$413,652)) and approve the budget amendment for FY 2021-2022.

Tracey Simmons-Kornegay, Health Director, appeared before the Board to present the Agreement Addendum (AA), which provides temporary funding for the Duplin County Health Department to hire one (1) Public Health Nurse (PHN) School Health Liaison for the coordination of COVID-19 screening, testing, and vaccine administration efforts, and to coordinate other school health/public health services as described in the Memorandum of Agreements referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health. The service period for this AA is from June 1, 2021 through May 31, 2022.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to accept the ELC Reopening Schools SH Liaison (AA 361) for \$115,000.00 and to approve to create one (1) full-time Public Health Nurse II grant funded employee position for FY 2021-2022 at a Grade 73 and approve the associated budget amendment for FY 2021-2022.

Pamela Brame, Director of Personnel, appeared before the Board to discuss the nature of the COVID Survey that was sent out to all Duplin County employees on August 10th, 2021 for voluntary participation in order gauge employee support for face coverings/masks and to determine the reservations employees may have about the COVID vaccine, as well as other relative information. This was done so the County Commissioners, County Manager, and County Attorney, may better understand their employees, where Duplin County is as far as COVID-19 is concerned and what further action may need to be taken to protect citizens of Duplin County. The survey revealed that out of 191 employees who participated in the survey about COVID-19, the views both for and against the vaccine were pretty much evenly split, as well as on mask mandates. The results collectively showed positive feedback regarding how County government and its leaders have handled the response to the pandemic. Based on the results of the survey, it was determined that returning to the original mask mandate, regardless of vaccination status, would be beneficial and deemed fair by the majority of county employees who participated in the survey. Human Resources Director Brame requested that a mask mandate be reinstated by end of day, Friday, August 20th, 2021. The Board was also informed that the survey was taken down after it was shared on a social media platform to protect the integrity of the surveyed responses-- being from county employees only. A status report was given by Tracey Simmons-Kornegay, Health Director, about the status of the COVID-19, Delta variant, and general infection rates in Duplin County, per the request of Commissioner Dowe. Tracey Simmons-Kornegay also confirmed that the wearing of the mask by everyone does decrease the rate of infection of all COVID-19 variations. This mask mandate for County employees would be enforceable through the Personnel Policy and could result in disciplinary action of employees who do not adhere to this mandate. The general public will also be required to wear masks/face coverings in all County buildings, facilities and vehicles.

Motion was made by Commissioner Branch, seconded by Commissioner Thompson, carried unanimously to give the County Manager the support to move forward with mandatory masks for employees and the public in County offices and facilities effective at midnight on Friday, August 20, 2021 and the Commissioners will review the policy at the second meeting in September.

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

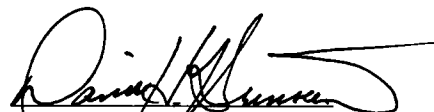
Commissioner Dowe stepped out of closed session at 8:01 p.m.

Commissioner Dowe stepped back into closed session at 8:03 p.m.

Motion was made by commissioner Dowe, seconded by Commissioner Garner to come out of closed session and back into open session.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to amend the County Personnel Policy Section 11 (Salary Adjustments), Sub-Section B, No.8 to reflect Merit/ COLA.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to adjourn until Tuesday, September 7th, at 6:00 p.m. for a Board of County Commissioners meeting in the Duplin County Administrative Building located at 224 Seminary Street, Kenansville, NC.


Davis H. Brinson
Clerk to the Board

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Duplin County, NC
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	GRC-INT-LES	ENTIT. AMEND			
2022	02	54	08/17/2022		BWA 0816210				
1	4952	24598	VIDANT 4-H GRANT		VIDANT 4H EDUTE		.00	-22,250.00	-22,250.00
	10-49-4950-4953-000-24598						08/17/2021		
2	4953	41260	VIDANT 4-H GRANT		JTHRP PERSONNEL		.00	20,704.32	20,704.32
	10-49-4950-4953-000-41260						08/17/2021		
3	4953	42980	VIDANT 4-H GRANT		PROGRAM SUPPLIES		.00	1,493.58	1,493.58
	10-49-4950-4953-000-42980						08/17/2021		
4	4952	44300	VIDANT 4-H GRANT		RENT		.00	61.50	61.50
	10-49-4950-4953-000-44300						08/17/2021		
5	4952	24196	EASTPOINT 4-H GRANT		EAST POINT COFF EXT 4H PREV		.00	-33,205.32	-33,205.32
	10-49-4950-4953-000-24196						08/17/2021		

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N		ORG	CREDIT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	LINE DESCRIPTION	EFF DATE	PFF BUDGET	SUBJECT CHANGE	AMENDED BUDGET
CHAP-PFF JOURNAL PFF-DATE PFF 1 REF 2 SRC JUNE - PFF EDITED - A PFF											
2702	02	1-4	08/17	2021	DNA 0816/10	1	2				
6	4952	34500			EASTPOINT 4-H GRANT	4-H GRANTS 4-H GRANT COUNTIES		08/17/2021	00	-1,200.00	-1,200.00
10-49-4950-4952-000-34500											
7	4952	40171			EASTPOINT 4-H GRANT	4-H GRANTS		08/17/2021	00	2,496.00	2,496.00
10-49-4950-4952-000-40171											
8	4952	40181			EASTPOINT 4-H GRANT	4-H GRANTS		08/17/2021	00	1,693.00	1,693.00
10-49-4950-4952-000-40181											
9	4952	40182			EASTPOINT 4-H GRANT	RETIREMENT		08/17/2021	00	2,260.00	2,260.00
10-49-4950-4952-000-40182											
10	4952	41860			EASTPOINT 4-H GRANT	4-H GRANTS COMPENSATION		08/17/2021	00	45.56	45.56
10-49-4950-4952-000-41860											
11	4952	42091			EASTPOINT 4-H GRANT	EDUCATIONAL TRAVELING		08/17/2021	00	1,077.00	1,077.00
10-49-4950-4952-000-42091											
12	4952	42600			EASTPOINT 4-H GRANT	EDUCATIONAL TRAVELING		08/17/2021	00	250.00	250.00
10-49-4950-4952-000-42600											
13	4952	43110			EASTPOINT 4-H GRANT	TRAVEL		08/17/2021	00	6,300.00	6,300.00
10-49-4950-4952-000-43110											
14	4952	43250			EASTPOINT 4-H GRANT	LOS AGE		08/17/2021	00	150.00	150.00
10-49-4950-4952-000-43250											
15	4952	43540			EASTPOINT 4-H GRANT	STEWART MA INTERFERENCE		08/17/2021	00	100.00	100.00
10-49-4950-4952-000-43540											
16	4952	44500			EASTPOINT 4-H GRANT	INTERPRETING FUND		08/17/2021	00	33.00	33.00
10-49-4950-4952-000-44500											
** JOURNAL TOTAL										0.00	

YEAR-PER	JOURNAL	EFF-DATE	FLY	PLN	SPR	CHG	200	CHG	3	CHG	4	CHG	5	CHG	6	CHG	7	CHG	8	CHG	9	CHG	10	CHG	11	CHG	12	CHG	13	CHG	14	CHG	15	CHG	16	CHG	17	CHG	18	CHG	19	CHG	20	CHG	21	CHG	22	CHG	23	CHG	24	CHG	25	CHG	26	CHG	27	CHG	28	CHG	29	CHG	30	CHG	31	CHG	32	CHG	33	CHG	34	CHG	35	CHG	36	CHG	37	CHG	38	CHG	39	CHG	40	CHG	41	CHG	42	CHG	43	CHG	44	CHG	45	CHG	46	CHG	47	CHG	48	CHG	49	CHG	50	CHG	51	CHG	52	CHG	53	CHG	54	CHG	55	CHG	56	CHG	57	CHG	58	CHG	59	CHG	60	CHG	61	CHG	62	CHG	63	CHG	64	CHG	65	CHG	66	CHG	67	CHG	68	CHG	69	CHG	70	CHG	71	CHG	72	CHG	73	CHG	74	CHG	75	CHG	76	CHG	77	CHG	78	CHG	79	CHG	80	CHG	81	CHG	82	CHG	83	CHG	84	CHG	85	CHG	86	CHG	87	CHG	88	CHG	89	CHG	90	CHG	91	CHG	92	CHG	93	CHG	94	CHG	95	CHG	96	CHG	97	CHG	98	CHG	99	CHG	100	CHG	101	CHG	102	CHG	103	CHG	104	CHG	105	CHG	106	CHG	107	CHG	108	CHG	109	CHG	110	CHG	111	CHG	112	CHG	113	CHG	114	CHG	115	CHG	116	CHG	117	CHG	118	CHG	119	CHG	120	CHG	121	CHG	122	CHG	123	CHG	124	CHG	125	CHG	126	CHG	127	CHG	128	CHG	129	CHG	130	CHG	131	CHG	132	CHG	133	CHG	134	CHG	135	CHG	136	CHG	137	CHG	138	CHG	139	CHG	140	CHG	141	CHG	142	CHG	143	CHG	144	CHG	145	CHG	146	CHG	147	CHG	148	CHG	149	CHG	150	CHG	151	CHG	152	CHG	153	CHG	154	CHG	155	CHG	156	CHG	157	CHG	158	CHG	159	CHG	160	CHG	161	CHG	162	CHG	163	CHG	164	CHG	165	CHG	166	CHG	167	CHG	168	CHG	169	CHG	170	CHG	171	CHG	172	CHG	173	CHG	174	CHG	175	CHG	176	CHG	177	CHG	178	CHG	179	CHG	180	CHG	181	CHG	182	CHG	183	CHG	184	CHG	185	CHG	186	CHG	187	CHG	188	CHG	189	CHG	190	CHG	191	CHG	192	CHG	193	CHG	194	CHG	195	CHG	196	CHG	197	CHG	198	CHG	199	CHG	200	CHG	201	CHG	202	CHG	203	CHG	204	CHG	205	CHG	206	CHG	207	CHG	208	CHG	209	CHG	210	CHG	211	CHG	212	CHG	213	CHG	214	CHG	215	CHG	216	CHG	217	CHG	218	CHG	219	CHG	220	CHG	221	CHG	222	CHG	223	CHG	224	CHG	225	CHG	226	CHG	227	CHG	228	CHG	229	CHG	230	CHG	231	CHG	232	CHG	233	CHG	234	CHG	235	CHG	236	CHG	237	CHG	238	CHG	239	CHG	240	CHG	241	CHG	242	CHG	243	CHG	244	CHG	245	CHG	246	CHG	247	CHG	248	CHG	249	CHG	250	CHG	251	CHG	252	CHG	253	CHG	254	CHG	255	CHG	256	CHG	257	CHG	258	CHG	259	CHG	260	CHG	261	CHG	262	CHG	263	CHG	264	CHG	265	CHG	266	CHG	267	CHG	268	CHG	269	CHG	270	CHG	271	CHG	272	CHG	273	CHG	274	CHG	275	CHG	276	CHG	277	CHG	278	CHG	279	CHG	280	CHG	281	CHG	282	CHG	283	CHG	284	CHG	285	CHG	286	CHG	287	CHG	288	CHG	289	CHG	290	CHG	291	CHG	292	CHG	293	CHG	294	CHG	295	CHG	296	CHG	297	CHG	298	CHG	299	CHG	300	CHG	301	CHG	302	CHG	303	CHG	304	CHG	305	CHG	306	CHG	307	CHG	308	CHG	309	CHG	310	CHG	311	CHG	312	CHG	313	CHG	314	CHG	315	CHG	316	CHG	317	CHG	318	CHG	319	CHG	320	CHG	321	CHG	322	CHG	323	CHG	324	CHG	325	CHG	326	CHG	327	CHG	328	CHG	329	CHG	330	CHG	331	CHG	332	CHG	333	CHG	334	CHG	335	CHG	336	CHG	337	CHG	338	CHG	339	CHG	340	CHG	341	CHG	342	CHG	343	CHG	344	CHG	345	CHG	346	CHG	347	CHG	348	CHG	349	CHG	350	CHG	351	CHG	352	CHG	353	CHG	354	CHG	355	CHG	356	CHG	357	CHG	358	CHG	359	CHG	360	CHG	361	CHG	362	CHG	363	CHG	364	CHG	365	CHG	366	CHG	367	CHG	368	CHG	369	CHG	370	CHG	371	CHG	372	CHG	373	CHG	374	CHG	375	CHG	376	CHG	377	CHG	378	CHG	379	CHG	380	CHG	381	CHG	382	CHG	383	CHG	384	CHG	385	CHG	386	CHG	387	CHG	388	CHG	389	CHG	390	CHG	391	CHG	392	CHG	393	CHG	394	CHG	395	CHG	396	CHG	397	CHG	398	CHG	399	CHG	400	CHG	401	CHG	402	CHG	403	CHG	404	CHG	405	CHG	406	CHG	407	CHG	408	CHG	409	CHG	410	CHG	411	CHG	412	CHG	413	CHG	414	CHG	415	CHG	416	CHG	417	CHG	418	CHG	419	CHG	420	CHG	421	CHG	422	CHG	423	CHG	424	CHG	425	CHG	426	CHG	427	CHG	428	CHG	429	CHG	430	CHG	431	CHG	432	CHG	433	CHG	434	CHG	435	CHG	436	CHG	437	CHG	438	CHG	439	CHG	440	CHG	441	CHG	442	CHG	443	CHG	444	CHG	445	CHG	446	CHG	447	CHG	448	CHG	449	CHG	450	CHG	451	CHG	452	CHG	453	CHG	454	CHG	455	CHG	456	CHG	457	CHG	458	CHG	459	CHG	460	CHG	461	CHG	462	CHG	463	CHG	464	CHG	465	CHG	466	CHG	467	CHG	468	CHG	469	CHG	470	CHG	471	CHG	472	CHG	473	CHG	474	CHG	475	CHG	476	CHG	477	CHG	478	CHG	479	CHG	480	CHG	481	CHG	482	CHG	483	CHG	484	CHG	485	CHG	486	CHG	487	CHG	488	CHG	489	CHG	490	CHG	491	CHG	492	CHG	493	CHG	494	CHG	495	CHG	496	CHG	497	CHG	498	CHG	499	CHG	500	CHG	501	CHG	502	CHG	503	CHG	504	CHG	505	CHG	506	CHG	507	CHG	508	CHG	509	CHG	510	CHG	511	CHG	512	CHG	513	CHG	514	CHG	515	CHG	516	CHG	517	CHG	518	CHG	519	CHG	520	CHG	521	CHG	522	CHG	523	CHG	524	CHG	525	CHG	526	CHG	527	CHG	528	CHG	529	CHG	530	CHG	531	CHG	532	CHG	533	CHG	534	CHG	535	CHG	536	CHG	537	CHG	538	CHG	539	CHG	540	CHG	541	CHG	542	CHG	543	CHG	544	CHG	545	CHG	546	CHG	547	CHG	548	CHG	549	CHG	550	CHG	551	CHG	552	CHG	553	CHG	554	CHG	555	CHG	556	CHG	557	CHG	558	CHG	559	CHG	560	CHG	561	CHG	562	CHG	563	CHG	564	CHG	565	CHG	566	CHG	567	CHG	568	CHG	569	CHG	570	CHG	571	CHG	572	CHG	573	CHG	574	CHG	575	CHG	576	CHG	577	CHG	578	CHG	579	CHG	580	CHG	581	CHG	582	CHG	583	CHG	584	CHG	585	CHG	586	CHG	587	CHG	588	CHG	589	CHG	590	CHG	591	CHG	592	CHG	593	CHG	594	CHG	595	CHG	596	CHG	597	CHG	598	CHG	599	CHG	600	CHG	601	CHG	602	CHG	603	CHG	604	CHG	605	CHG	606	CHG	607	CHG	608	CHG	609	CHG	610	CHG	611	CHG	612	CHG	613	CHG	614	CHG	615	CHG	616	CHG	617	CHG	618	CHG	619	CHG	620	CHG	621	CHG	622	CHG	623	CHG	624	CHG	625	CHG	626	CHG	627	CHG	628	CHG	629	CHG	630	CHG	631	CHG	632	CHG	633	CHG	634	CHG	635	CHG	636	CHG	637	CHG	638	CHG	639	CHG	640	CHG	641	CHG	642	CHG	643	CHG	644	CHG	645	CHG	646	CHG	647	CHG	648	CHG	649	CHG	650	CHG	651	CHG	652	CHG	653	CHG	654	CHG	655	CHG	656	CHG	657	CHG	658	CHG	659	CHG	660	CHG	661	CHG	662	CHG	663	CHG	664	CHG	665	CHG	666	CHG	667	CHG	668	CHG	669	CHG	670	CHG	671	CHG	672	CHG	673	CHG	674	CHG	675	CHG	676	CHG	677	CHG	678	CHG	679	CHG	680	CHG	681	CHG	682	CHG	683	CHG	684	CHG	685	CHG	686	CHG	687	CHG	688	CHG	689	CHG	690	CHG	691	CHG	692	CHG	693	CHG	694	CHG	695	CHG	696	CHG	697	CHG	698	CHG	699	CHG	700	CHG	701	CHG	702	CHG	703	CHG	704	CHG	705	CHG	706	CHG	707	CHG	708	CHG	709	CHG	710	CHG	711	CHG	712	CHG	713	CHG	714	CHG	715	CHG	716	CHG	717	CHG	718	CHG	719	CHG	720	CHG	721	CHG	722	CHG	723	CHG	724	CHG	725	CHG	726	CHG	727	CHG	728	CHG	729	CHG	730	CHG	731	CHG	732	CHG	733	CHG	734	CHG	735	CHG	736	CHG	737	CHG	738	CHG	739	CHG	740	CHG	741	CHG	742	CHG	743	CHG	744	CHG	745	CHG	746	CHG	747	CHG	748	CHG	749	CHG	750	CHG	751	CHG	752	CHG	753	CHG	754	CHG	755	CHG	756	CHG	757	CHG	758	CHG	759	CHG	760	CHG	761	CHG	762	CHG	763	CHG	764	CHG	765	CHG	766	CHG	767	CHG	768	CHG	769	CHG	770	CHG	771	CHG	772	CHG	773	CHG	774	CHG	775	CHG	776	CHG	777	CHG	778	CHG	779	CHG	780	CHG	781	CHG	782	CHG	783	CHG	784	CHG	785	CHG	786	CHG	787	CHG	788	CHG	789	CHG	790	CHG	791	CHG	792	CHG	793	CHG	794	CHG	795	CHG	796	CHG	797	CHG	798	CHG	799	CHG	800	CHG	801	CHG	802	CHG	803	CHG	804	CHG	805	CHG	806	CHG	807	CHG	808	CHG	809	CHG	810	CHG	811	CHG	812	CHG	813	CHG	814	CHG	815	CHG	816	CHG	817	CHG	818	CHG	819	CHG	820	CHG	821	CHG	822	CHG	823	CHG	824	CHG	825	CHG	826	CHG	827	CHG	828	CHG	829	CHG	830	CHG
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YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2022 2 107									106,254.00
BUA 5110-34605	08/17/2021	081621C				Carolina Access	5		
BUA 5180-40121	08/17/2021	081621C				SALARIES	5	38,472.00	
BUA 5180-40181	08/17/2021	081621C				SOCIAL SECURITY	5	2,944.00	
BUA 5180-41980	08/17/2021	081621C				PROFESSIONAL SERVICES	5	52,800.00	
BUA 5180-42600	08/17/2021	081621C				OFFICE SUPPLIES	5	3,000.00	
BUA 5180-42980	08/17/2021	081621C				PROGRAM SUPPLIES	5	7,328.00	
BUA 5180-43400	08/17/2021	081621C				SOFTWARE MAINTENANCE	5	1,200.00	
BUA 5180-44500	08/17/2021	081621C				INSURANCE AND BONDS	5	500.00	
						JOURNAL 2022/02/107 TOTAL		100	
2022 2 154									22,200.00
BUA 4953-34598	08/17/2021	081621C				VIDANT 4H STAFF	5		
BUA 4953-41260	08/17/2021	081621C				OTHER PERSONNEL	5	20,704.92	
BUA 4953-42980	08/17/2021	081621C				PROGRAM SUPPLIES	5	1,483.58	
BUA 4953-44300	08/17/2021	081621C				RENT	5	61.50	
BUA 4952-34598	08/17/2021	081621C				FAST POINTS OF EXT 4H PROJ	5		33,200.00
BUA 4952-34597	08/17/2021	081621C				FASTPOINT 4H OTHER COUNTIES	5		1,200.00
BUA 4952-40121	08/17/2021	081621C				SALARIES	5	22,496.00	
BUA 4952-40181	08/17/2021	081621C				SOCIAL SECURITY	5	1,693.00	
BUA 4952-40182	08/17/2021	081621C				RETIREMENT	5	2,260.00	
BUA 4952-41860	08/17/2021	081621C				WORKERS COMPENSATION	5	45.56	
BUA 4952-42381	08/17/2021	081621C				EDUCATIONAL SUPPLIES	5	1,077.06	
BUA 4952-42600	08/17/2021	081621C				OFFICE SUPPLIES	5	250.00	
BUA 4952-43110	08/17/2021	081621C				TRAVEL	5	6,300.00	

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
BUA 4952-43250	08/17/2021	081621C				POSTAGE	5	150.00	
BUA 4952-43540	08/17/2021	081621C				SOFTWARE MAINTENANCE	5	100.00	
BUA 4952-44500	08/17/2021	081621C				INSURANCE AND BONDS	5	13.00	
						JOURNAL 2022/02/154 TOTAL		100	00
2022 2 155									18,480.00
BUA 5110-35142	08/17/2021	081621C				CHILD HEALTH	5		
BUA 5167-42980	08/17/2021	081621C				Budget additional funds	5	18,480.00	
						JOURNAL 2022/02/155 TOTAL		00	00

Duplin County, NC
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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** END OF REPORT - Generated by CHELSEY LANIER **



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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	02		56 BJA	08/04/2021	08/04/2021	081621	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
							ACCOUNT DESCRIPTION					
1	4920	45000					T GRANTCLIENTS					528.00
2	4920	43210					T TELEPHONE	528.00				
** 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
2022	02	105	BUA	08/06/2021	08/06/2021	081621	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT
1	5155	40121					T SALARIES					7,177.50
2	5165	40121					T SALARIES					2,392.50
3	5155	41990					T PROFESSIONAL SERVICES				7,177.50	
4	5165	41990					T PROFESSIONAL SERVICES				2,392.50	
5	5176	42980					T PROGRAM SUPPLIES					5,500.00
6	5176	40121					T SALARIES				3,900.00	
7	5176	40181					T SOCIAL SECURITY				250.00	

Duplin County, NC
JOURNAL INQUIRY

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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	02	153	BUA	08/10/2021	08/10/2021	081621	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CR
							ACCOUNT DESCRIPTION					B
1	4920	41990					T					240.00
2	4920	43520					T				240.00	
								REPAIRS & MAINTENANCE	EQUIPME			
								** JOURNAL TOTAL			0.00	0.00
								** GRAND TOTAL			0.00	0.00

** END OF REPORT - Generated by CHELSEY LANIER **

DPH-Aid-To-Counties For Fiscal Year: 21/22 Budgetary Estimate Number: 0

Activity 351	1271 5351 00	1271 5745 00	1271 5745 AR	1271 5745 AR	1271 5745 AR	1352 5301 00	Proposed Total	New Total
Service Period	A 06 01- 05 31	06 01- 05 31	06 01- 05 31	10 01- 05 31	02 01- 05 31	06 01- 05 31		
Payment Period	07 01- 06 30	07 01- 06 30	07 01- 06 30	11 01- 06 30	03 01- 06 30	07 01- 06 30		
* 01 Alamance	0	16,290	4,982	6,658	5,120	0	33,050	33,050
* 01 Albemarle	93,418	94,584	147,166	62,618	42,145	0	439,931	439,931
* 02 Alexander	0	0	6,087	0	0	0	6,087	6,087
* 04 Anson	0	0	0	0	0	0	0	0
* 02 Appalachian	0	31,040	75,882	13,082	7,164	0	127,168	127,168
* 07 Beaufort	0	844	2,607	1,133	880	0	5,464	5,464
* 09 Bladen	0	14,756	32,542	136	0	0	47,434	47,434
* 10 Brunswick	0	1,764	5,579	2,551	1,998	0	11,892	11,892
* 11 Buncombe	0	23,670	71,787	29,871	22,969	0	148,297	148,297
* 12 Burke	0	279	2,000	2,000	1,721	0	6,000	6,000
* 13 Cabarrus	0	6,581	16,041	2,705	1,458	0	26,785	26,785
* 14 Caldwell	0	7,393	17,980	2,979	1,886	0	29,938	29,938
* 16 Carteret	0	10,822	25,161	2,711	870	0	39,564	39,564
* 17 Caswell	0	9,430	13,471	0	0	0	22,951	22,951
* 18 Catawba	0	9,694	36,976	23,056	18,930	0	88,656	88,656
* 19 Chatham	0	3,316	10,033	4,183	3,216	0	20,768	20,768
* 20 Cherokee	0	9,468	22,174	2,601	963	0	35,206	35,206
* 22 Clay	0	1,090	7,304	7,304	6,714	0	23,412	23,412
* 23 Cleveland	0	10,516	37,161	20,800	16,830	0	85,307	85,307
* 24 Columbus	0	23,319	47,878	643	0	0	71,840	71,840
* 25 Craven	0	1,102	7,894	7,895	6,793	0	23,684	23,684
* 26 Cumberland	0	48,375	78,173	39,603	30,453	0	196,604	196,604
* 28 Dare	0	2,941	9,018	3,849	2,975	0	18,783	18,783
* 29 Davidson	0	3,122	9,248	3,623	2,751	0	18,744	18,744
* 30 Davie	0	1,167	3,545	1,483	1,142	0	7,337	7,337
* 31 Deplin	0	18,480	24,454	0	0	0	42,934	42,934
* 32 Durham	0	810	5,805	5,805	4,995	0	17,415	17,415
* 33 Edgecombe	0	6,222	22,704	13,330	13,330	6,521	62,107	62,107
* 07 Foothills	0	13,965	3,192	19,551	3,192	0	39,900	39,900
* 34 Forsyth	0	48,432	108,406	4,755	0	0	161,593	161,593
* 35 Franklin	0	9,811	32,996	17,014	13,597	0	73,418	73,418
* 36 Gaston	0	12,864	37,192	13,630	10,192	0	73,878	73,878
* 38 Graham	0	0	15,410	2,586	1,389	0	25,711	25,711
* 01 Grant-Vance	0	0	22,563	7,254	5,244	0	43,196	43,196

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DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE AUGUST 16, 2021

RELEASE NUMBER	NAME	TOWNSHIP	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL AMOUNT	REASON FOR RELEASE
18561	DIGNA AGUILAR	KENANSVILLE		2020	01000881	\$ 201.29	\$ 5.63				\$ 206.92	BILLED INCORRECT VALUE
18562	WALTER R ALBERTSON	LIMESTONE	EAST DUPLIN	2020	0034511	\$ 1.35	\$ 0.04	\$ 0.09	\$ 0.15		\$ 1.63	LISTED IN ANOTHER COUNTY
18563	WALTER R ALBERTSON	LIMESTONE	EAST DUPLIN	2020	0034511	\$ 1.35	\$ 0.04	\$ 0.09	\$ 0.15		\$ 1.63	LISTED IN ANOTHER COUNTY
18564	WALTER R ALBERTSON	LIMESTONE	EAST DUPLIN	2019	0034511	\$ 1.35	\$ 0.04	\$ 0.09	\$ 0.15		\$ 1.63	LISTED IN ANOTHER COUNTY
18565	WALTER R ALBERTSON	LIMESTONE	EAST DUPLIN	2018	0034511	\$ 2.15		\$ 0.14	\$ 0.23		\$ 2.52	LISTED IN ANOTHER COUNTY
18566	WALTER R ALBERTSON	LIMESTONE	EAST DUPLIN	2017	0034511	\$ 2.09		\$ 0.14	\$ 0.22		\$ 2.45	LISTED IN ANOTHER COUNTY
18567	WALTER R ALBERTSON	LIMESTONE	EAST DUPLIN	2016	0034511	\$ 2.19		\$ 0.14	\$ 0.23		\$ 2.56	LISTED IN ANOTHER COUNTY
18568	WALTER R ALBERTSON	LIMESTONE	EAST DUPLIN	2015	0034511	\$ 2.19		\$ 0.14	\$ 0.23		\$ 2.56	LISTED IN ANOTHER COUNTY
18569	WALTER R ALBERTSON	LIMESTONE	EAST DUPLIN	2014	0034511	\$ 3.65		\$ 0.23	\$ 0.39		\$ 4.27	LISTED IN ANOTHER COUNTY
18570	WALTER R ALBERTSON	LIMESTONE	EAST DUPLIN	2013	0034511	\$ 3.60		\$ 0.23	\$ 0.38		\$ 4.21	LISTED IN ANOTHER COUNTY
18571	WALTER R ALBERTSON	LIMESTONE	EAST DUPLIN	2012	0034511	\$ 3.55		\$ 0.23	\$ 0.38		\$ 4.16	LISTED IN ANOTHER COUNTY
18572	DOMICILIA ALEMAN	ALBERTSON		2015	0047932	\$ 14.60			\$ 1.46	\$ 90.00	\$ 106.06	NEVER OWNED SWMH
18573	DOMICILIA ALEMAN	ALBERTSON		2014	0047932	\$ 14.60			\$ 1.46	\$ 90.00	\$ 106.06	NEVER OWNED SWMH
18574	DOMICILIA ALEMAN	ALBERTSON		2013	0047932	\$ 14.40			\$ 1.44	\$ 90.00	\$ 105.84	NEVER OWNED SWMH
18575	DOMICILIA ALEMAN	ALBERTSON		2012	0047932	\$ 14.20			\$ 1.42	\$ 90.00	\$ 105.62	NEVER OWNED SWMH
18576	DOMICILIA ALEMAN	ALBERTSON		2011	0047932	\$ 14.20			\$ 1.42	\$ 90.00	\$ 105.62	NEVER OWNED SWMH
18577	GWENDOLYN BAKER & HUSBAND	CYPRESS CREEK	CHINQUAPIN	2020	0218725	\$ 363.13	\$ 10.16	\$ 35.55			\$ 408.84	BILLED INCORRECT VALUE
18578	JANICE HAND BEST	WARSAW	STACEY BRITT	2021	0495097	\$ 14.30	\$ 0.40	\$ 1.40	\$ 1.61	\$ 90.00	\$ 107.71	SWMH DOUBLED LISTED - 5964556
18579	JANICE HAND BEST	WARSAW	STACEY BRITT	2020	0495097	\$ 14.30	\$ 0.40	\$ 1.40	\$ 1.61	\$ 90.00	\$ 107.71	SWMH DOUBLED LISTED - 5964556
18	HAND BEST	WARSAW	STACEY BRITT	2019	0495097	\$ 14.30	\$ 0.40	\$ 1.40		\$ 90.00	\$ 106.10	SWMH DOUBLED LISTED - 5964556
18	Y LEN BEST & JOY FLOWERS BEST	WOLFSCRAPE	OAKWOLFE	2021	0495397	\$ 10.80	\$ 0.30	\$ 0.76	\$ 1.19		\$ 13.05	BOAT TRAILER SOLD 2018
18	B BIZZELL LE	ALBERTSON	ALBERTSON	2020	0546453	\$ 417.34	\$ 11.67	\$ 43.78			\$ 472.79	BILLED INCORRECT VALUE
18	W BLAND & ALICE BLAND	KENANSVILLE		2020	0614225	\$ 330.41	\$ 9.24				\$ 339.65	BILLED INCORRECT VALUE
18	W BLAND & ALICE BLAND	KENANSVILLE		2020	0655677	\$ 168.30	\$ 4.71	\$ 12.95			\$ 185.96	BILLED INCORRECT VALUE
18	W BLAND & ALICE BLAND	KENANSVILLE	SARECTA	2020	01000885	\$ 405.48	\$ 11.34				\$ 416.82	BILLED INCORRECT VALUE
18580	ROSE HILL	ROSE HILL		2021	0744750					\$ 90.00	\$ 90.00	LAND IS VACANT
18581	CARLOS FERNANDO CRUZ	ISLAND CREEK		2021	01000248					\$ 90.00	\$ 90.00	LAND IS VACANT
18582	TONGA BONEY LE	MAGNOLIA		2021	01000222	\$ 1,124.70	\$ 31.46				\$ 1,156.16	APPLIED LAND USE
18583	MILTON C BOSTIC JR & WIFE	FAISON		2020	010000227	\$ 1,124.70	\$ 31.46				\$ 1,156.16	APPLIED LAND USE
18584	GREGORY F BRADSHAW	FAISON		2020	010000227	\$ 1,124.70	\$ 31.46				\$ 1,156.16	APPLIED LAND USE
18585	GREGORY F BRADSHAW	FAISON		2020	010000227	\$ 1,124.70	\$ 31.46				\$ 1,156.16	APPLIED LAND USE
18586	ANITA GAYE JACKSON BROCK	WOLFSCRAPE	OAKWOLFE	2020	1081225	\$ 388.75	\$ 10.87	\$ 27.19			\$ 426.81	BILLED INCORRECT VALUE
18587	C & S EXPRESS	ISLAND CREEK		2021	1453282	\$ 4.29	\$ 0.12		\$ 0.81		\$ 5.22	CORRECTED BPP VALUE
18588	CIT BANK NA	ISLAND CREEK		2021	1503829	\$ 56.04	\$ 1.57	\$ 5.49			\$ 63.10	CORRECTED BPP VALUE
18589	TODD WAYNE CERASANI	KENANSVILLE	LIBERTY HALL	2021	10002657	\$ 12.67	\$ 0.35	\$ 0.89	\$ 1.39		\$ 15.30	BOAT SOLD 2020
18590	CHARLES EDWARD CORLEY	CYPRESS CREEK	LYMAN	2021	1974725	\$ 85.80	\$ 2.40	\$ 8.40			\$ 96.60	CORRECTED REAL PROPERTY VALUE
18591	JASON WADE DAVIS	LIMESTONE	POTTERS HILL	2021	2202809	\$ 178.32	\$ 4.99			\$ 33.79	\$ 217.10	BOAT SOLD 2020
18592	RODNEY LEE DAVIS	ISLAND CREEK		2020	2222585	\$ 3.65			\$ 0.37		\$ 4.02	LISTED IN ANOTHER COUNTY
18593	RODNEY LEE DAVIS	MAGNOLIA		2016	2222585	\$ 3.65			\$ 0.37		\$ 4.02	LISTED IN ANOTHER COUNTY
18594	CHARLES DERRING & WIFE	MAGNOLIA		2015	2222585	\$ 3.65			\$ 0.37		\$ 4.02	LISTED IN ANOTHER COUNTY
18595	CHARLES DOBSON	LIMESTONE		2020	2251410	\$ 489.43	\$ 13.69				\$ 503.12	BILLED INCORRECT VALUE
18596	MISTI L DOMAGALA	KENANSVILLE	EAST DUPLIN	2020	2357349	\$ 218.25	\$ 6.10				\$ 224.35	BILLED INCORRECT VALUE
18597	MARY E ENGLISH	KENANSVILLE	EAST DUPLIN	2020	2380232	\$ 102.53	\$ 2.87	\$ 6.57	\$ 11.20	\$ 90.00	\$ 213.17	SWMH DOUBLED LISTED
18600	FASTENAL COMPANY	LIMESTONE		2021	2553899	\$ 331.95	\$ 9.29				\$ 341.24	BILLED INCORRECT VALUE
18601	LACY ELWOOD FIELDS JR	CYPRESS CREEK		2020	000009966	\$ 211.03	\$ 5.90	\$ 16.23	\$ 23.32		\$ 256.48	BUSINESS DISSOLVED 9-20-2020
18602	LACY ELWOOD FIELDS JR	KENANSVILLE	SARECTA	2021	2825718	\$ 29.73	\$ 0.83		\$ 3.06		\$ 33.62	DID NOT OWN BOAT
18603	LACY ELWOOD FIELDS JR	ROCKFISH		2020	2825718	\$ 30.98	\$ 0.87		\$ 3.19		\$ 35.04	DID NOT OWN BOAT
18604	LACY ELWOOD FIELDS JR	ROCKFISH		2019	2825718	\$ 32.23	\$ 0.90		\$ 3.31		\$ 36.44	DID NOT OWN BOAT
18605	FOLLETT HIGHER EDUCATION GROUP	ROCKFISH		2021	10003346				\$ 9.32		\$ 9.32	LISTED ON TIME
18606	JAMIE L FURLOW	KENANSVILLE		2020	2971105	\$ 487.13	\$ 13.63				\$ 500.76	BILLED INCORRECT VALUE
18607	DEBRA EASON GARNER	WARSAW		2021	3074771	\$ 323.75	\$ 9.06	\$ 31.70	\$ 36.45	\$ 90.00	\$ 490.96	SWMH NOT ON PROPERTY 1-1-2021
18608	OLINDO GOMEZ	GLISSON		2018	3190178	\$ 14.30		\$ 1.30	\$ 1.56	\$ 90.00	\$ 107.16	NEVER OWNED SWMH
18609	OLINDO GOMEZ	GLISSON		2017	3190178	\$ 13.90		\$ 1.30	\$ 1.52	\$ 90.00	\$ 106.72	NEVER OWNED SWMH
18610	OLINDO GOMEZ	GLISSON		2016	3190178	\$ 14.60		\$ 1.30	\$ 1.59	\$ 90.00	\$ 107.49	NEVER OWNED SWMH
18611	OLINDO GOMEZ	GLISSON		2015	3190178	\$ 14.60		\$ 1.30	\$ 1.59	\$ 90.00	\$ 107.49	NEVER OWNED SWMH
18612	OLINDO GOMEZ	GLISSON		2014	3190178	\$ 14.60		\$ 1.30	\$ 1.57	\$ 90.00	\$ 107.27	NEVER OWNED SWMH
18613	OLINDO GOMEZ	GLISSON		2013	3190178	\$ 14.60		\$ 1.30	\$ 1.55	\$ 90.00	\$ 107.05	NEVER OWNED SWMH
18614	OLINDO GOMEZ	GLISSON		2012	3190178	\$ 14.20		\$ 1.30	\$ 1.55	\$ 90.00	\$ 107.05	NEVER OWNED SWMH
18615	OLINDO GOMEZ	GLISSON		2011	3190178	\$ 14.20		\$ 1.30	\$ 1.55	\$ 90.00	\$ 107.05	NEVER OWNED SWMH
18616	STEPHEN CRAIG GRADY SR & WIFE	WOLFSCRAPE	OAKWOLFE	2020	3258740	\$ 339.41	\$ 9.49	\$ 23.74			\$ 372.64	BILLED INCORRECT VALUE
18617	VOID	GLISSON		2021	3399095	\$ 14.30	\$ 0.40	\$ 1.30	\$ 1.60	\$ 90.00	\$ 107.60	BILLED SWMH IN ERROR
18618	GILBERTO DIAZ GUTIERREZ	GLISSON		2020	3399095	\$ 14.30	\$ 0.40		\$ 1.47	\$ 90.00	\$ 106.17	BILLED SWMH IN ERROR
18619	GILBERTO DIAZ GUTIERREZ	GLISSON		2019	3399095	\$ 14.30	\$ 0.40		\$ 1.47	\$ 90.00	\$ 106.17	BILLED SWMH IN ERROR
18620	GILBERTO DIAZ GUTIERREZ	GLISSON		2018	3399095	\$ 14.30			\$ 1.43	\$ 90.00	\$ 105.73	BILLED SWMH IN ERROR

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18692	WSH INC	ISLAND CREEK		2020	8973500	\$ 240.53	\$ 6.73		\$ 24.73		\$ 271.99	OUT OF BUSINESS
18693	WSH INC	ISLAND CREEK		2019	8973500	\$ 240.53	\$ 6.73				\$ 247.26	OUT OF BUSINESS
18694	WSH INC	ISLAND CREEK		2018	8973500	\$ 345.33			\$ 34.53		\$ 379.86	OUT OF BUSINESS
18695	ANNITONETTE WASHINGTON	KENANSVILLE		2020	9108709	\$ 235.23	\$ 6.58				\$ 241.81	BILLED INCORRECT VALUE
18696	WESTERN OILFIELDS SUPPLY CO	WARSAW	STACEY BRITT	2021	000001857	\$ 302.89	\$ 8.47	\$ 29.65	\$ 34.10		\$ 375.11	BPP NO LONGER IN DUPLIN
18697	WAYNE D WHALEY & CAROL J WHALEY	WOLFSCRAPE	GLISSON	2020	9382608	\$ 161.14	\$ 4.51	\$ 14.65			\$ 180.30	BILLED INCORRECT VALUE
18698	DONNIE M WILLIAMS	ROSE HILL		2021	9530258	\$ 321.75	\$ 9.00				\$ 330.75	CORRECTED EXEMPTION
18699	MILTON R WILLIAMS	FAISON		2020	9672537	\$ 626.05	\$ 17.51				\$ 643.56	DWMH MOVED TO WAYNE COUNTY 2019
18700	OSCAR WILLIAMS & WIFE	FAISON		2021	9677300	\$ 10.99	\$ 0.31	\$ 1.00	\$ 1.23		\$ 13.53	BILLED INCORRECT VALUE
18701	SAM BONEY	ROSE HILL	ROSEMARY	2021	010003111	\$ 258.83	\$ 7.24	\$ 25.34		\$ 90.00	\$ 381.41	CORRECTED LISTING
GRAND TOTAL						\$ 31,773.25	\$ 881.61	\$ 1,128.95	\$ 518.28	\$ 3,420.00	\$ 38,721.89	
SUBMITTED BY:												
FINAL APPROVAL BY:												
DATE APPROVED: 16 August 2021												



DPL

Airport Rules and Regulations

Adopted by Duplin County
August 16, 2021

*These Rules and Regulations repeal and replace the Manual of Airport Rules and Regulations previously adopted by the Board of Commissioners on 17 August 2009, which became effective 1 September 2009



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DUPLIN COUNTY AIRPORT RULES AND REGULATIONS

RECORD OF UPDATES:

August 16, 2021	Reorganization, modernization

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SECTION 1 – DEFINITIONS

Unless specifically defined otherwise, or unless a different meaning is apparent from the context, the terms used in these Rules and Regulations shall have the following definitions.

Aeronautical Activity means any activity commonly conducted at airports which involves, makes possible, or is required for, the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, pilot training, aircraft renting, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, skydiving, ultra-light operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, or sale of aircraft parts and aircraft storage.

Aeronautical Service means any service which involves, makes possible, or is required for, the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the Airport by a person who has a lease from Duplin County (hereinafter referred to as the County) to provide such service.

Aircraft means a manned or unmanned machine or device, such as an airplane, helicopter, glider, or dirigible, which is capable of atmospheric and navigational flight.

Airport means all property and improvements within the boundary lines of the airport operated or controlled by Duplin County, except when otherwise noted.

Airport Commission means the Duplin County Airport Commission hereinafter as the "Airport Commission" and also referred to as the "Airport Board."

Airport Director means the chief executive officer of the Airport, or his/her designee who under administrative direction of the County Director and the Airport Commission, manages the overall operation, maintenance and development of the Airport and performs other duties as assigned.

Airport Improvement Program (AIP) means a program that provides financial grants-in-aid for airport development projects such as runways, taxiways, aircraft parking aprons, terminal buildings and land acquisition associated with airport development including runway protection zones and approach protection.

Airport Master Plan means an assembly of appropriate documents and drawing covering the development of a specific airport from a physical, economic, social, and political jurisdictional perspective. The airport layout plan is a part of this plan.

Airport Operations Manager means the officer of the airport, who under the administrative direction of the Airport Director, manages the daily operation of the airport and performs other duties as assigned.

Airport Operations Area (AOA) means the area of the airport used for landing, take-off, or surface maneuvering of aircraft, including the areas around hangars, navigation equipment, and communication facilities.

Airport Sponsor means a public agency or tax-supported organization, such as an airport authority that is authorized to own and operate an airport; to obtain property interests, to obtain funds; and to be legally, financially, and otherwise able to meet all applicable requirements of the current laws and regulations.

Airside means the part of an airport directly involved in the arrival and departure of aircraft, including runways, taxiways, aprons, and ramps.

Air Taxi means operations performed by operators of aircraft holding an air taxi certificate under Part 135 of the Federal Aviation Regulations. This category includes commuter airline operations (excluding certificated commuter airlines), mail carriers under contract with the USPS, and operators of nonscheduled air taxi services. Typically, air taxis do not utilize aircraft with a payload capacity over 7500 pounds or capable of carrying more than 30 passengers.

Apron or Ramp means the areas of the airport within the Airport Operations Area (AOA), equipped for loading, unloading, servicing, or parking of aircraft.

Authorized Area means a specific location, approved by the Airport Director or the Airport Operations Manager, accessible only to specific authorized personnel.

Authorized Representative/Employee means an individual or individual(s) designated by the Airport Director.

Cargo means any property carried onto an aircraft, other than mail and baggage.

Commercial Operator means an individual who, for compensation or hire, engages in air commerce, the carriage by aircraft of persons or cargo, other than as an air carrier or foreign air carrier or under the authority given by an administrator. Where it is doubtful that an operation is for "compensation or hire," the test is whether the carriage by air is merely incidental to the person's other business or is, in itself, a major enterprise for profit.

County means Duplin County, North Carolina.

FAA means Federal Aviation Administration

FAR means the Federal Aviation Regulations as published and amended under 14 CFR (Code of Federal Regulations)

FBO means Fixed Based Operator – Any person who shall have entered into a written agreement with the County for the use of any business located on the airport that provides services such as hangar space, fuel, flight training, repair, and maintenance to airport users, or any person or firm hired directly by the County to act as an FBO.

Firearm means any weapon or device, including a starter gun, flare gun or the like, which will, or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any matching gun. The term "firearm" shall not include any non-functioning antique firearm.

Operator means either a Fixed Base Operator, a Specialized Aviation Service Operator, or operator of an aircraft, as applicable, or the City, when performing a Commercial Aeronautical Activity, unless the context clearly indicates another meaning.

Owner means the owner of either a Fixed Base Operation, a Specialized Aviation Service Operation, or an aircraft, as applicable, or the City, when owning a Commercial Aeronautical Activity, unless the context clearly indicates another meaning.

Pilot means an individual who operates an aircraft at the Airport, either based or transient.

Person means any individual, partnership, firm, corporation, company, or duly authorized representatives thereof

Ramp or Apron means the areas of the airport within the Airport Operations Area (AOA), equipped for loading, unloading passengers or cargo, refueling, servicing, or parking of aircraft.

Restricted Area means any area of the airport designated to prohibit or limit access to only those persons authorized by the Airport Director

Refueling Tanks means any vessel, container or tank used for the purpose of holding and/or dispensing fuel.

Refueling Trucks means any motor vehicle used for the transporting, handling, or dispensing of aviation fuel, oils, and lubricants.

Rules and Regulations means these Rules and Regulations of the Duplin County Airport, adopted by the Airport Commission and approved as a local ordinance by the Duplin County Board of Commissioners, amended from time-to-time as may be required.

Runway means a restricted area used for take-offs and landings of an aircraft.

SASO means Specialized Aviation Service Organization

SWPPP means Storm Water Pollution Prevention Plan, a stormwater management plan addressing stormwater discharge from the airport that incorporates best management practices.

SPCC means Spill Prevention Control and Countermeasure, a written plan to prevent the spill and discharge of oil products in order to protect surface and ground waters. This SPCC Plan also addresses the spill response procedures and actions that must be implemented if a spill occurs at a facility

Taxi means the movement of an airplane under its own power on the surface of an airport, also, the surface movement of helicopters equipped with wheels.

Taxiway means portions of the Airport Operations Area (AOA) authorized by the Airport for the surface maneuvering of aircraft.

Tenant means a lessee of space at the Airport

Flammable Liquids means any liquid substance that is combustible and can burn or cause a flame

Flying club means a non-commercial, non-profit, organization established for the sole purpose to promote flying, develop skills in aeronautics, including pilot training, navigation, and awareness and appreciation of aviation requirements and techniques solely to its members, their personal use and enjoyment. Aircraft owned by the Flying Club are vested in the name of the club or owners on a pro-rated share

Fuel Farm means specifically, the area on the Duplin County Airport where aviation fuels are received, contained and dispensed.

Fueling or Fuel Handling means the transportation, sale, delivery, dispensing, storage, or draining of fuel or fuel waste products to or from fuel storage tanks, aircraft, vehicles, or equipment

Hangar(s) means any building or buildings used for the storage of Aircraft

Instructor means any individual giving, or offering to give instruction in the operation, construction, repair or maintenance of aircraft.

Lease means the written, contractual Agreement between the City and an entity which is enforceable by law, wherein said Agreement grants a concession or otherwise authorizes the conduct of certain activities.

Minimum Standards means the standards which are established by the Airport Commission, amended from time to time, and which are the minimum requirements to be met by an FBO or SASO or proposed FBO or SASO as a condition for the privilege to provide aeronautical services to the public at the Airport.

Motor Vehicle means any motorized vehicle designed for the carriage of persons or things from point-to-point.

NAVAIDS means any navigational aid used

NCDOA means The North Carolina Division of Aviation or duly authorized representatives thereof.

NFPA means National Fire Protection Association

Non-Operating Aircraft means any aircraft located on an airport which does not possess a current certificate of air worthiness issued by the Federal Aviation Administration and is not actively being repaired to become an operating aircraft.

Notice to Airmen (NOTAM) means a notice containing information (not known sufficiently in advance to publicize by other means concerning the establishment of, condition of, or change in any component (facility, service, or procedure) of, or hazard in, the national airspace system, the timely knowledge of which is essential to personnel concerned with flight operations.

NTSB means the National Transportation Safety Board and its successors.

SECTION 2 – GENERAL INFORMATION

2.1 INTRODUCTION & PURPOSE

This document describes the Rules and Regulations for all users of the Duplin County Airport.

Judicious and proper administration requires that rules and regulations establishing the minimum acceptable conduct for Airport users and employees are adopted. This requirement provides protection from irresponsible and/or unsafe operations.

By publication and adoption of these rules, all persons shall be deemed to have knowledge of its contents. However, the Airport Director will have copies of the ordinance / order posted in paper form or electronically, where appropriate. Copies shall be available at all times in the Airport Director's office and copies shall be furnished to all owners and operators of aircraft based at the airport upon request.

2.2 APPLICABILITY

These Rules and Regulations apply to any person(s) or entity utilizing the Duplin County Airport.

2.3 VIOLATIONS AND PROCEDURES

If the Airport Director concludes that any of these Rules and Regulations have been disregarded and that he/she cannot resolve the matter satisfactorily by notice to and discussion with the offending party, then formal action may be taken against the party by the Airport Director. These actions may include suspension of airport operations or revocation of the party's right to utilize the Airport. A person who has had their airport privileges suspended by the Airport Director may appeal that decision to the Airport Commission. A written notice of appeal must be filed with the Airport Commission within thirty (30) days of the effective date of suspension in order for the matter to be reconsidered by the Airport Commission. Please refer to Section 11 INFRACTIONS for more information

2.4 GENERAL AUTHORIZATION

In any circumstances not specifically covered by these rules and regulations, the Airport Director shall be authorized to make reasonable decisions as deemed necessary and proper. All such actions may be subject to review by the Airport Commission. At all times, the Airport Director shall have the authority to take reasonable action as may be necessary, including use of local law enforcement, to enforce these rules and regulations and to efficiently manage the airport and its operations.

2.5 NORMAL AIRPORT OPERATIONS (PUBLIC USE)

The Duplin County Airport is open daily except Thanksgiving and Christmas and is open on-call 24 hours a day, seven days a week. The Airport may be closed when either the County or the Airport Director determines that an unsafe condition exists. The Airport may remain closed until the unsafe condition has been corrected or no

Traffic Pattern means a standard path followed by aircraft when taking off or landing while maintaining visual contact with the airfield.

Tug means any device by which an aircraft is pushed, pulled or towed on airport property

Two-way Radio means a two-way communication system operated by a non-governmental entity that provides communications between operators, pilots and Airport advisory information.

Ultralight Vehicle means an aeronautical vehicle operated for sport of recreational purposes that does not require FAA registration, an airworthiness certificate, or pilot certification. An ultralight vehicle is primarily a single-occupant vehicle, although some two-place vehicles are authorized for training purposes. Operation of an ultralight vehicle in certain airspace requires authorization from air traffic control.

Unicom means a common, multipurpose radio frequency used at most nontowered airports as the common traffic advisory frequency. Used by a FBO for general administrative services, including fuel orders, parking instructions, etc.

Vehicle means any device by which any person or property is or may be transported or drawn upon a highway, including bicycles.

Weapon means any dirk, metallic knuckles, "slingshot", billy club, tear-gas gun, chemical gun or device, or any other device the principal function of which is to inflict bodily harm or severe discomfort.

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SECTION 3 – GENERAL REGULATIONS

3.1 SCOPE

- A. All users of the Airport shall be governed by directions from the Airport Director, these Rules and Regulations, and the directions of the Duplin County Airport Commission, or their designated representative(s) These regulations are subject to change by joint decision of the Airport Director and the Airport Commission at any time, based on experience, need, and operating conditions
- B. Each user of the airport and its facilities shall be obligated to obey all the regulations herein provided and adopted by Duplin County.
- C. The privilege of using the airport shall be conditioned on the assumption that the user shall take on full responsibility and risk, shall release and hold harmless, and shall indemnify the County of Duplin, the Duplin County Airport Commission, its officers, and employees from any liability of loss resulting from such use.

Hold Harmless – The Airport and Duplin County shall not be liable to an Airport tenant's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damages to property on or about the leased premises or any adjacent area owned by the Airport
- D. The privilege of using the airport shall be upon the further condition that any person(s), corporation(s), co-partnership, or others desiring to use the same as Commercial Operator, Fixed Based Operator (FBO), or Specialized Aviation Service Organization (SASO), shall produce a policy of indemnity against personal injury and property damage.
- E. Any person violating any of the airport Rules and Regulations may be punished as provided by law. Any such individual may further be prohibited from using the Duplin County Airport facilities for a specific period of time, as may be deemed necessary and appropriate by the Airport Director and/or the Airport Commission
- F. These Rules and Regulations are not intended to supersede, modify or amend any provision of Federal, State, or Local Law; however, these Rules and Regulations shall be interpreted so that no conflict arises.
- G. If any portions of these Rules and Regulations prove to be invalid or unenforceable, all other portions of this document shall remain in effect to achieve the purposes hereof
- H. Any proposed changes to these Rules and Regulations will be dated and posted by the Airport Director at the airport for a period of thirty (30) days. Comments on the proposed changes may be submitted by the general public in writing to the Airport Director, during this time period. After review of all comments, revisions may be made, and the final draft of the proposed changes will be published. Copies of the changes will be posted at the airport and distributed to all holders of the manual.
- I. All users of the Airport shall comply with all existing and future safety and environmental Rules and Regulations adopted by the Duplin County Airport Commission. A copy of such Rules and Regulations as currently in force will be available at the offices of the Airport Director

longer exists. Student pilots will not be allowed use of the airport runway when surface winds create a direct crosswind component of 15 nautical miles per hour or 30 nautical miles per hour total wind velocity Meteorological conditions at the Airport shall be determined by the official weather as reported by the Flight Service Stations. FBOs or SASOs are not required to be open at all times the Airport is open.

2.6 EFFECTIVE DATE

These Rules and Regulations shall become effective on August 16, 2021 All previous versions of Duplin County Rules and Regulations are repealed upon this date.

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3.7 GROUND TRANSPORTATION

For safety purposes, any vehicle used to transport passengers or cargo shall load and unload passengers and cargo only in areas designated by the Airport Director.

3.8 BUILDING REQUIREMENTS AND GROUND RENTAL

Any person desiring to construct any building or facility on the Airport shall be required to submit plans and specifications to the Airport Director. The plans shall consist of a general layout, drawn to scale, showing the desired amount of ground required for the operation of the building or facility in addition to the portion occupied by the building or facility. All buildings and facilities constructed upon the Airport shall conform to the Building Code requirements of the state of North Carolina and Duplin County and be approved by the Airport Commission. Prior to any construction, all licenses and permits must be obtained. Once plans have been approved, a lease may then be entered into with Duplin County at the rate set by the Airport Commission and approved by the Duplin County Board of Commissioners. Please refer to APPENDIX B for minimum requirements for construction of hangars.

Hangars and other buildings or structures owned by the County may be leased to private individuals, companies, or corporations on a monthly or yearly basis for the storage of aircraft and ancillary equipment or to conduct a commercial Fixed Base Operation (FBO). Shorter term leases may on occasion be entered within the discretion of the Airport Director and Airport Commission.

The County may lease property within the building area or other portions of the Airport for the construction of hangars, buildings, aprons, taxiways, and auto parking lots in accordance with an approved Airport Master Plan/Airport Layout Plan and design guidelines. Aviation related use must be given priority in the use of all leased or privately-owned property, buildings or structures. If the aviation needs of the Airport are sufficiently met, the County may authorize non-aviation use of any portion of the Airport or any building on the Airport on a case-by-case basis. Application for non-aviation use shall be made to the County, and approval from NCDOA and the FAA must be received prior to granting authorization for non-aviation use.

Lease terms will be determined based on the level of investment, but in no case will exceed twenty-five (25) years. However, the initial term of a lease of airport property or facility may exceed twenty-five (25) years, but not more than forty (40) years, if a loan or deed of trust lien is obtained expressly for construction of the facility which will become property of the County at the end of the lease term, free and clear of all liens and encumbrances.

Each lease will include a covenant running with the land to ensure that:

- 1
- No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased property.
- 2
- In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination.

- J
- No person shall engage in a business or commercial operation on the Airport without the approval of the Airport Director or designated representative.
- K
- The soliciting of business, fares, or funds for any purpose on the airport without the permission of the Airport Director or designated representative, is prohibited
- L
- No individual, partnership, corporation, or business shall construct any building, sign, or structure, or modify any pre-existing facility without permission of the Airport Director and approval of the Airport Commission.
- M
- When Grant Assurances (obligations) are referenced herein, they imply the most current version of FAA AIP Grant Assurances and NCDOT Division of Aviation Block Grant State Grant Assurances

3.2 LOST ARTICLES

All lost articles should be turned in to the Airport staff by the finders. If the articles are not claimed within sixty (60) days, they shall be disposed of as determined by the policies and procedures set forth by Duplin County.

3.3 LIABILITY

Duplin County assumes no responsibility for loss, injury, or damage to any person(s) or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, lightning strikes, or other acts of God. Duplin County likewise does not assume any liability for other injury to person(s) or property sustained while at the airport or arising out of use of the airport facilities

3.4 RESPONSIBILITY FOR DAMAGES

Any person(s) causing damage to or destroying airport property of any kind, including but not limited to buildings, fixtures, and facilities, shall be fully liable to Duplin County. All property damage shall be reported immediately to the Airport Director

3.5 INSURANCE

Insurance requirements for tenants, commercial operations and FBO/SASOs are detailed in the Duplin County Airport Minimum Standards document, located as Appendix A within this document. Strict adherence to the standards set forth in Appendix A is required.

3.6 ACCIDENT REPORT

All person(s) involved in any accident, whether personal, aircraft, or automotive, occurring on the Airport, shall make a full verbal report to the Airport Director as soon after the accident as possible and, in any event, within 24 hours after it has occurred. Based on the verbal report, a written report may also be required. See Section 5 for additional information. Please refer to Exhibit "E" for the Accident Reporting Form

SECTION 4 – PERSONAL CONDUCT

4.1 COMPLIANCE WITH SIGNS

All individuals shall observe and abide by all posted signs governing activities and/or actions of the respective individual while at the Airport

No signs or other advertising, other than those existing on the date these rules are adopted by the County shall be placed or constructed upon the Airport, Airport entrance roads, or on any building or structure or improvement thereon, without prior written approval of the Airport Director. All signs or advertising media shall be kept in good repair and neat in appearance. Please see APPENDIX C for the airport sign policy and Exhibit "F". Application for Placement of Sign on Airport Property.

4.2 ENVIRONMENT POLLUTION AND SANITATION

- While on Airport property, individuals shall limit activities in such a manner as not to cause littering or any other form of pollution.
- a No person shall dispose of garbage, papers, or any other forms of trash including cigarettes, cigars, or matches, except in the receptacles provided.
 - b No person shall keep any uncovered trash containers in any area of the airport. Areas to be used for trash and garbage containers shall be designated by the Airport Director. Such areas shall be kept clean and sanitary at all times
 - c Any hazardous solid or liquid which may be spilled at the Airport shall immediately cleaned up by the person responsible for such spillage and reported immediately to the Airport Director.
 - d Environmental Issues and Indemnification - Any tenant of the Airport, its agents, employees, independent contractors, or sub lessee shall not install, store, use, treat, transport or dispose of any of the following on Airport property.
 - A Asbestos in any form
 - B Urea formaldehyde foam insulation
 - C Transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or
 - D Other chemicals, materials, air pollutants, toxic pollutants, waste, or substances which are regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority or which, even if not so regulated,

The right to conduct aeronautical activities for furnishing services to the public is granted to an Airport tenant subject to the agreement.

- 1 To furnish said services on a fair, equal and not unjustly discriminatory basis to all users
- 2. To charge fair, reasonable and not unjustly discriminatory prices for each unit or service provided an allowance may be made to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers

3.9 RESTRICTED AREAS AND AIR OPERATIONS AREAS

All airside areas of the airport and all areas within the Air Operations Area (AOA) are restricted. No person shall enter the Air Operations Area (AOA), or any hangar, except

- 1 Person(s) assigned to duty therein
- 2. Airport staff, authorized representative(s) of the FAA, NCDOT, TSA (Transportation Security Administration), Law Enforcement and Emergency Services personnel
- 3. Passengers under appropriate supervision entering the Air Operations Area for the purpose of enplaning and deplaning
- 4 Aircraft Owners or Renters and/or their authorized representatives
- 5 Business representatives in the conduct of their business with tenants
- 6. All pedestrians, air carrier passengers, and sightseers at the Airport shall remain behind the fence of the AOA, or in designated areas, and shall be escorted onto the AOA by the Airport Director, FBO, SASO personnel, tenants or pilots, who shall be responsible for safety enforcement. No person authorized to operate on or conduct business activities at the Airport shall conduct any of its business activities, or park any aircraft, on any areas except those specified in the lease or written agreement. No FBO or SASO shall occupy any common-use areas except as authorized by these Rules and Regulations or by the County.

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may or could pose a hazard to the health and safety of the occupants of the Leased Premises if:

- 1 in amounts in excess of that permitted or deemed safe under applicable law; or
- 2 used in a manner which is prohibited or deemed unsafe under applicable law. (The substances referred to in (A), (B), (C) or (D) are collectively referred to hereinafter as "Hazardous Materials").

e Environmental Cleanup Laws – An Airport tenant will, at their own expense, comply with all existing or hereafter local and State enacted laws relating to Hazardous Materials (collectively "Cleanup Laws") in effect at the time of the lease, and all future laws thereafter. An Airport tenant will, at their own expense, make all submissions to provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Cleanup Laws. Should any Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the leased premises by an Airport tenant, its agents, employees, independent contractors or sub lessees during the term of a lease, the Airport tenant will prepare and submit the required plans and financial assurances in accordance with such Cleanup Laws. The Airport and Duplin County shall be indemnified and held harmless from and against all obligations, damages, injunctions, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including, without limitation, attorneys' fees and costs), and all cleanup or removal costs, and all actions of any kind arising out of or in any way connected with the installation, storage, use, treatment, transporting, disposal or discharge of Hazardous Materials in or on the leased premises.

f. Environmental Notices – An Airport tenant shall promptly supply the Authority with copies of any notices, correspondence and submissions made or received from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.

g. Environmental Survival – An Airport tenant's liability pursuant to any environmental issue shall survive the expiration or earlier termination of their lease.

h. Storm Water Compliance

A. The Airport is subject to federal storm water regulations, 40 C.F.R. Part 122 for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and, if applicable, state storm water regulations. Each Airport tenant shall become familiar with these storm water regulations if it conducts "vehicle maintenance" or operates equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations

B. The County will take steps necessary to apply for or obtain a storm water discharge permit as required by the applicable federal and/or state regulations, including the leased property occupied or operated by an Airport tenant. A storm water discharge permit issued to the County may name an Airport tenant as a co-permittee.

C. An Airport tenant's close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. An Airport tenant may therefore have to implement and maintain "Best Management Practices" to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled or otherwise used as defined in the federal storm water regulations.

D. The County's storm water discharge permit is incorporated by reference into each lease and any subsequent renewals

E. The County will provide an Airport tenant with a written notice of those storm water discharge permit requirements that are in the County's storm water permit, that a tenant will be obligated to perform from time to time, including, but not limited to.

- 1. Certification of non-storm water discharge.
- 2. Collection of storm water samples.
- 3. Preparation of storm water pollution prevention or similar plans, and
- 4. Implementation of "good housekeeping" measures or best management practices, and maintenance of necessary records.

Such written notice will include applicable deadlines and an opportunity to dispute any of the storm water discharge permit requirements.

F. Each Airport tenant shall participate in any organized task force or other work group established to coordinate storm water activities of the Airport.

4.3 ANIMALS

No person shall enter the Airport with any animal without the permission of the Airport Director or his/her authorized representative, except:

- a Dogs or other animals which are to be transported by air within a suitable container properly equipped for air travel.
- b Within the discretion of the Airport Director, dogs or other animals that are restrained by leash, or otherwise properly confined and under the supervision of an adult.

Animals shall be allowed to the extent mandated by applicable law, including "service animals" pursuant to the Americans with Disabilities Act.

A. Within eight (8) hours after consuming any alcoholic beverage.

B. While under the influence of alcohol, or

C. While under the influence of any drug or medication that impairs the person's judgement or otherwise affects the safe operation of the aircraft.

b. No person may operate a vehicle of any type on Airport property while under the influence of alcohol, or any impairing drug or medication, or any combination thereof, to a degree that affects the safe operation of the vehicle.

c. The consumption of alcohol is not permitted in the AOA and is only permitted in leased spaces or in the airport terminal building at receptions, events or functions as authorized by the Airport Director.

4.9 USE OF LAW ENFORCEMENT AGENCIES

In the event a situation arises that is beyond the control of the Airport Management, the Duplin County Sheriff's Department is authorized to enter the premises and enforce the Rules and Regulations adopted by the Airport Commission.

4.10 UNACCOMPANIED MINORS

Unaccompanied minors under the age of 16 are not permitted on Airport property without permission of the Airport Director

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4.4 FIREARMS AND WEAPONS

No person except those authorized by Federal Law and/or State Law may carry or transport any firearm or weapon on Airport property, except when the firearm or weapon is properly confined for shipment or is part of a survival kit and is packed accordingly.

- a. For the purpose of this section a firearm shall mean, any weapon designed to expel a projectile by the action of an explosive other than a flare gun
- b. For the purpose of this section a weapon shall mean any dirk, slingshot, chemical weapons, electric weapon, or any other deadly weapon as defined by any Federal or State Law
- c. No person shall discharge any firearm or weapon on the Airport premises

4.5 PRESERVATION OF PROPERTY

No person shall destroy, injure, deface, or disturb any building, sign, equipment, marker, or other structure on Airport property; nor alter, make revisions to, or erect any building or sign on Airport property without prior approval of the Airport Director (Please see APPENDIX C for the airport sign policy and Exhibit F Application for Placement of Sign on Airport Property).

No person shall travel upon any part of the Airport other than the designated roads, walks, or other marked rights-of-way provided by the Airport for specific purpose.

4.6 DAMAGES AND TAMPERING WITH AIRCRAFT

All person(s) shall be fully responsible for all damages to buildings, equipment, and real property in the ownership or custody of the Airport caused by abuse, carelessness, or negligence. No person shall interfere or tamper with any aircraft, or use any aircraft, aircraft parts, instruments or tools, without the permission from the owner or by specific direction of the Airport Director

4.7 MAINTENANCE AND EQUIPMENT IN APRON AREA

All tenants shall maintain their leased property in such condition or repair, cleanliness, and general maintenance as acceptable to the Airport Director. All ramp equipment shall be parked and kept in a neat, orderly manner. No receptacles, cases, or housing shall remain on the apron or ramp area that does not fit in with architectural and cleanliness standards of the rest of the installation. Final approval of these items rests with the Airport Director

4.8 ALCOHOLIC BEVERAGES AND CONTROLLED SUBSTANCES

- a. No person may act or attempt to act as a pilot or crewmember of an aircraft

SECTION 5 - AERONAUTICAL

5.1 GENERAL RULES

a. Compliance with Orders

All aeronautical activities shall be conducted in compliance with these Rules and Regulations, current Federal Aviation Regulations, NCDOA Regulations and with the Minimum Standards (APPENDIX A)

b. Operation of all aircraft at the Airport shall be done in a safe and responsible manner and in compliance with these Rules and Regulations, the FARs, FAA Advisory Circulars and the requirements of other appropriate governmental agencies. One copy of each applicable document will be maintained in the pilot briefing room in the Terminal Building and at each FBO or SASO office. Each Person operating an aircraft is responsible for the safety of its operation and for the safety of others exposed to such operation.

c. In the event the County or the Airport Director determines that conditions at the Airport are unsafe for landings or takeoffs, a "Notice to Airmen" (NOTAM) will be initiated to close or limit the operations at the Airport, or any portion thereof, for a reasonable period of time (i.e., until those unsafe conditions can be corrected or no longer exist). See APPENDIX D for Hazardous Weather Plan

d. The Airport is served by a Unicom radio which is periodically manned by airport personnel. All pilots of aircraft having radio equipment permitting two-way communications should, as recommended by the FAA, contact the Airport Unicom to obtain Airport advisory information and announce their intentions when operating within 10 miles of the Airport. The pilots are also encouraged to maintain a listening watch on the Unicom frequency 123.000 at the Airport when operating within a 10-mile radius of the Airport. All departing aircraft should, as recommended by the FAA, announce on the Unicom their intentions and the runway to be used for take-off and landing.

e. Inattentive Operations Prohibited

1. No person shall operate any aircraft at the Airport in a careless manner or in disregard of the safety of others.

2. All individuals using the Airport shall be liable for any damage to property caused intentionally, accidentally, negligently or otherwise, while on or over the Airport property.

f. Disabled/damaged Aircraft

All aircraft owners shall be responsible for the prompt removal of all disabled aircraft and their parts at the Airport. The Airport Director will be solely responsible for determining when an unflyable aircraft is to be moved from the Airport.

g. In the event any aircraft is damaged to the extent that it cannot be moved under its own power, the pilot shall immediately notify the Airport Director, the aircraft owner and the FBO or SASO. The pilot is also responsible for reporting under NTSB 49 CFR Part 830. Subject to governmental investigation and

inspection of the damaged aircraft, the owner or pilot of the damaged aircraft or the owner's agent or legal representative shall, as soon as reasonably possible, obtain the necessary permission for removal of said aircraft from all landing areas, taxiway, ramp, tie-down areas and all other traffic areas; and park or store said aircraft in an area designated by the Airport Director. If, for any reason, the owner of the aircraft fails to remove the wrecked or damaged aircraft from the AOA or Airport as requested by the Airport Director, the County or the FBO or SASO may cause the removal and storage or disposal of the wrecked or damaged aircraft at the sole expense of the aircraft owner and without liability for further damage as a result of the removal.

h. All aeronautical activities and services for aircraft using the Airport landing facilities will be performed on the Airport.

i. Cleaning, Maintenance, and Repair of Aircraft

1. Nothing contained herein shall prevent any Person operating aircraft on the Airport from performing any services it may wish to perform on its own aircraft with its own employees (including, but not limited to maintenance, repair and fueling) subject to these Rules and Regulations. For the purpose of these Rules and Regulations, an employee is an individual on the normal payroll of the employer (aircraft owner) hired to perform a specific function for that employer. Any aircraft owner utilizing an employee to perform aircraft maintenance shall, at the request of the Airport Director, provide evidence of employment in a form acceptable to the County

2. All repairs to aircraft or engines, other than specified in FAR Part 43, Preventive Maintenance paragraph A43.c, made by the aircraft owner or FBO or SASO, shall be made in the spaces or areas designated for such purpose by the Airport Director or County or in the leased area of the Operator and shall not be made on any part of the landing area, taxiways, ramps or fueling or service areas. Reservations for the maintenance spaces can be made with the Airport Director. See Exhibit "A" for designated space location.

3. Area(s) on the Airport property may be designated where self-maintenance is to be performed. If such an area is designated, all self-maintenance shall be performed in that (those) areas only. See Exhibit "A".

4. All maintenance activities must comply with the current SWPPP.

5. The cleaning, painting, washing or repairing of any aircraft shall only be permitted in areas approved by the Airport Director, and shall not be made on any part of the landing area, taxiways, ramps or fueling or service areas. Reservations for the maintenance spaces can be made with the Airport Director. See Exhibit "A" for designated space. Location area(s) on the airport may be designated where self-maintenance is to be performed. If such an area is designated, all self-maintenance shall be performed in that (those) areas only. See Exhibit "A"

j. Certification of Aircraft and Licensing of Pilots

- 2

Company and corporation owned aircraft that are operated for the free transportation of personnel and/or products are classified as private aircraft and subject to the restrictions as listed above.
- b

Commercial Aircraft Use.

1

For rental, hire, or charter

2

Student instruction and occupations for hire

3

Any aircraft used for commercial services and not otherwise covered in these regulations.
- c

Air Taxi (Commuters)

1

Contract
All federally certified Air Taxis or Commuters holding a contract with Duplin County for Airport usage

2

Non-Contract:
All Air Taxis or Commuters not covered in this Section.
- d

Rotorcraft Operation Rules

1

Rotorcraft not under the control of an Air Traffic Control Tower shall avoid fixed wing aircraft traffic patterns and altitudes to the maximum extent possible, with safety precautions.

2

Rotorcraft shall not be operated within fifty (50) feet of any areas on the Airport where unsecured light aircraft are parked

5.4 TRAFFIC PATTERNS

- a

All aircraft operating into and out of the Airport shall follow the approved Airport traffic pattern which has been established See EXHIBIT "B"

a

Traffic pattern altitude for the Airport is 800 feet Above Ground Level (AGL) for single-engine and multi-engine piston aircraft, and 1500 feet AGL for turbine Aircraft.

b

Traffic pattern is standard left hand for all runways.
- b

Helicopter traffic pattern altitude is 500 feet AGL with standard right-hand pattern. Air taxiing is permitted only over the runway, ramp and taxiway. Helicopter operators shall operate so as to minimize rotor down wash on the ramp or they may be required to be towed to the taxiway before starting the engine.
- c

All takeoffs or landings by powered Aircraft shall only be on the paved runway unless otherwise directed by the Airport Director

As required by the FAA, all aircraft operating at the Airport shall be required to display on board a valid Airworthiness Certificate issued by the FAA, and shall display on the exterior of the aircraft a valid registration number issued by the FAA or appropriate foreign government. All person(s) operating aircraft are required by the FAA to possess an appropriate certificate or license issued by the FAA. If requested by the Airport Director, the pilot or operator shall be required to show these documents. Based aircraft shall be registered and insured in accordance with all applicable Federal and State statutes.

5.2 ACCIDENTS AND INCIDENTS

In order to promote and maintain safety at the Airport, any pilot or tenant or FBO or SASO shall immediately report to the Airport Director any bodily injury requiring medical attention. Any damage to property at the Airport or other accident, incident, injury, occurrence or unsafe practice should be reported to the Airport Director within twenty-four (24) hours. A reporting form is attached (see Exhibit "E"). If the accident or incident report is required under NTSB, 49 CFR Part 830, a copy of that information may be submitted to the Airport Director in lieu of the form in Exhibit "E".

Examples of accidents, incidents, unsafe practices or occurrences that shall be reported promptly to the Airport Director include but are not limited to.

- a

Aircraft landing off the runway without prior permission of the Airport Director
- b

Aircraft damaging runway or taxiway lights, airfield signs, or NAVAIDS.
- The report shall include the following information.

c

Location, date and time of incident and the identity of each Person and Aircraft involved.

d

Nature of any injuries suffered by any Person as a result of the incident and the name and address of any Person injured;

e

Nature and extent of any property damage occurring as a result of the incident and the name and address of the owner of the damaged property; and

f

A narrative explaining circumstances of the incident occurred.

Airport property destroyed or damaged by an accident shall be paid for by the responsible parties.

5.3 CATEGORIES OF AIRCRAFT, ACTIVITIES, RULES AND OPERATIONS

Final determination as to proper designation of any aircraft shall rest with the Airport Director. Charges as shown in Section 8 shall be determined and defined according to the following classifications

- a

Private

1

Private aircraft may be used by person(s) other than the owner provided that it is not rented or leased by the owner for a profit.

5.7 TAXI AND GROUND RULES

Aircraft Parking

- a. Aircraft may only be parked in designated spaces and in the manner prescribed by the Airport Director. If this rule is violated, the aircraft parked may be subject to removal at the direction of the Airport Director
- b. No aircraft shall be left unattended on Airport property unless it is in a hangar or securely locked or tied down.
- c. Any materials left in an aircraft are the sole responsibility of the aircraft owner/pilot. Theft or vandalism of any materials is not the responsibility of the Airport.
- d. No Person shall park, store, tie down or leave any aircraft on any area of the Airport other than that which is prescribed by the Airport Director and is not prohibited by these Rules and Regulations.
- e. Aircraft pilots, owners or agents shall properly secure aircraft while parked or stored. Aircraft pilots, owners or agents are solely responsible for parking and tying down aircraft, and for any special security measures required by weather or other conditions at the Airport. Aircraft pilots, owners or agents shall also be responsible for securing aircraft in a manner necessary to avoid damage to other aircraft or buildings at the Airport in the event of wind or other severe weather. Owners, pilots or agents of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such owner, pilot or agents of such aircraft to comply with these Rules and Regulations
- f. Each tie-down space being rented on a monthly basis shall be assigned to a specific aircraft. Tie-down spaces will be designated and assigned by the Airport Director. A person shall not knowingly take or use any aircraft tie-down facility when such facilities are already in actual use by, or rented to, another person. Tie-down space renters shall not sublease their space
- g. All cargo shall be loaded and unloaded in the leased areas of those FBOs or SASOs who provide that aeronautical activity.

Non-Flyable Aircraft

- a. No person will be allowed to park an aircraft in non-flyable, non-airworthy condition on Airport property for a period over one hundred eighty (180) days without approval from the Airport Director
- b. If an aircraft is parked or stored in non-flyable condition on Airport property in violation of this Section, the Aircraft will be removed by the Airport at the owner's expense.

Other

- a. Engine Run-up – Aircraft shall not perform run-up or prolonged engine test operations in any area that would result in a hazard to other aircraft, person(s), or property
- b. No person shall run any engine in any aircraft unless a competent person is in the aircraft attending the engine controls

5.5 AIRCRAFT ACTIVITIES

- a. No fixed wing or rotary wing aircraft shall be allowed to operate at the Duplin County Airport unless the aircraft has a current Airworthiness Certificate and is operated by a licensed pilot or student pilot holding a valid medical certificate, except aircraft being taxed by a qualified mechanic for maintenance purposes or operated under a valid ferry permit
- b. The owners of all aircraft based on the Airport will register their aircraft with the Airport Director
- c. All aircraft shall comply with all applicable Federal Aviation Regulations (FAR) and National Transportation Safety Board (NTSB) including but not limited to:
 - a. 14 CFR Part 61 – Certification Pilots, Flight Instructors & Ground Instructors
 - b. 14 CFR Part 65 – Certification: Subpart D - Mechanics 65 71 thru 65 95
 - c. 14 CFR Part 67 – Medical Standards and Certifications
 - d. 14 CFR Part 91 – General Operating & Flight Rules
 - e. 14 CFR Part 93 – Special Air Traffic Rules
 - f. 14 CFR Part 135 – Operating Requirements: Commuter and On-Demand Operations and Rules Governing Persons on Board Such Aircraft
 - g. 14 CFR Part 137 – Agricultural Aircraft Operators
 - h. 14 CFR Part 141 – Pilot Schools
 - i. 14 CFR Part 43.3g – Aircraft Owner Repairs/Preventive Maintenance
 - j. 14 CFR Part 145 – Repair Stations
 - k. 49 CFR Part 830 – Notification & Reporting of Aircraft Accidents

5.6 AIRPORT OPERATIONS:

The Airport Director and/or the Airport Operations Manager may prohibit aircraft movement at any time, under any circumstances, as the Airport Director deems necessary

- Storing materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangars' primary use.
 - Storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar, e.g., televisions and furniture and other items that do not affect the hangars' primary use, or
 - Parking a vehicle at the hangar while the aircraft usually stored in that hangar is flying, subject to local airport rules and regulations
- Prohibited uses include:
- Use as a residence,
 - Operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office,
 - Activities that impede the movement of aircraft in and out of the hangar or other aeronautical contents of the hangar,
 - Activities that displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar,
 - Storage of household items that could be stored in commercial storage facilities,
 - Long-term storage of derelict aircraft and parts,
 - Storage of items or activities prohibited by local or state law,
 - Storage of fuel and other dangerous and Hazmat materials,
 - Storage of inventory or equipment supporting a municipal agency function unrelated to the airport,
 - Any purpose that would interfere with the use of other buildings and structures in the vicinity of the leased premises.

c Additional rules.

- T-hangars and storage hangars shall not be used for any purpose that would interfere with the use of other buildings or structures in the vicinity of the leased premises
- T-hangars shall be used for storage of aircraft in accordance with the current lease. These hangars shall not be used for any other purpose without written permission from the Airport Director
- No alterations may be made to the hangar structure without written approval by the County

5.8 USE OF T-HANGARS AND STORAGE HANGARS

- a Airport Sponsors that have accepted FAA grants or deeds of federal surplus property are obligated to use dedicated aviation facilities for aeronautical use. If hangars are not reserved for aeronautical use, federal airport grant funds could inadvertently subsidize non-aeronautical users and aeronautical users could be denied access to needed airport facilities. Conditions in Airport Improvement Program (AIP) grant assurances that can apply to hangar use include:
- Preserving rights and powers (Grant Assurance 5),
 - Making the airport available for aviation use on certain terms (Grant Assurance 22),
 - Not granting exclusive rights (Grant Assurance 23);
 - Ensuring safe operations (Grant Assurance 19), and
 - Complying with ALP (Airport Layout Plan) process and requirements (Grant Assurance 29).
- b To assure appropriate use of hangars, an airport sponsor should
- Manage the use of hangars through an airport leasing program that requires a written lease agreement or permit,
 - Monitor the use of hangars on the airport and take steps to prevent unapproved non-aeronautical use,
 - Ensure that the length of time on a waiting list of those in need of a hangar for aircraft storage is minimized, and
 - In cases where temporary non-aeronautical use of a vacant hangar is permitted, ensure that non-aviation users pay a fair market rental for the use of the hangar and that the hangar can be returned to aviation use when needed

In accordance with FAA policy, the following uses of T-hangars are permitted or prohibited.

Permitted uses include

- Storing active aircraft;
- Sheltering aircraft for maintenance, repair, or refurbishment, but not indefinitely storing non-operational aircraft,
- Constructing amateur-built or kit-built aircraft, provided that activities are conducted safely;
- Storing aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft, items related to ancillary or incidental uses that do not affect the hangars' primary use.

6.5 RESERVED AND PUBLIC PARKING

- a Operators of motor vehicles using public parking facilities at the Airport shall abide by all regulatory signs and markings.
- b No vehicle shall remain in a public parking facility for more than thirty (30) consecutive days without the permission of the Airport Director.
- c. No person shall park any vehicle in a reserved parking area on airport property without a valid permit issued by the Airport Director expressly allowing parking in such specified area(s).

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necessary assistance. The operator shall further give immediate notice of the accident to the Airport Director and the Duplin County Sheriff's. The operator of each vehicle shall provide the name and address of the owner and driver of the vehicle, as well as the operator's license, vehicle registration, and the name of the liability insurance carrier for the vehicle, to any person injured, the driver of the vehicle damaged, and to any police officer. In the event of an emergency on Airport property, notification should be given to the following:

- 1. Dial 911 Emergency Operator
- 2 The Airport Director

Please refer to Exhibit "E" for the Accident Reporting Form.

6.4 VEHICLE OPERATIONS ON AIR OPERATIONS AREA (AOA)

Permission

No motor vehicle shall be permitted on the Air Operations Area without specific permission granted by the Airport Director. All vehicles shall at all times yield right-of-way to aircraft.

Rules of Operations

- a No motor vehicle shall be parked on any part of the AOA except authorized trucks and other vehicles necessary for the servicing and maintenance of aircraft and transportation of passengers on the Airport.
- b No person shall park a vehicle so that it blocks or obstructs fire hydrants, gates, emergency exits, and building entrances or exits
- c Aircraft taxiing on any runway, taxiway, or apron area shall always have the right-of-way over any vehicular traffic.
- d. No Aircraft shall be left unattended so that it blocks or obstructs access to fuel dispensers or tanks
- e Individual tenants may drive to their aircraft or hangar, as approved and directed by the Airport Director and, at their own risk, may park private vehicles in their hangars when aircraft is not in the hangar.
- f. Construction contractors' equipment and personnel vehicles shall be marked in accordance with the guidelines as established in the current edition of FAA Advisory Circular 150/5370, Operational Safety on Airports During Construction.
- g. During any periods of construction activity within 125 feet of a runway edge, a radio operator must be on the construction site with a working two-way radio at all times. The radio operator shall be responsible for directing and controlling the movement of all construction equipment in accordance with information as provided by the Unicom operator.

SECTION 7 – FIRE, SAFETY, AND HAZARDOUS CARGO

7.1 GENERAL

All persons using the Airport and its facilities shall exercise the utmost care and caution against fire and injury to persons and/or property. The authority for all fire prevention at the Airport shall be the State and local fire code and the current edition of NFPA 407, including all NFPA Standards referenced in 407

7.2 FUELING OPERATIONS

All aircraft fueling, fuel equipment, and procedures will be in accordance with National Fire Prevention Association (NFPA) Manual 407 – “Standard for Aircraft Fuel Servicing, 2017 edition,” (or as revised).

All transportation, storage and other handling of aircraft and vehicle fuel shall comply with the International Fire Code, 2012 Edition, (or current edition) as published by the International Code Council, Inc. and FAA Advisory Circular 150/5230-4, (latest change).

Only those individuals who have been so authorized by the Airport Director may dispense fuel into an aircraft.

- a No aircraft shall be fueled or de-fueled while one or more of the engines are running, or the aircraft is then being warmed by external heat, or while such aircraft is in a hangar or enclosed space
- b No person shall start the engine of an aircraft if there is any gasoline or other volatile fluid on the ground or elsewhere if starting the engine could ignite such fuel.
- c. All aviation fuels and oils for sale on Airport property shall be dispensed only by authorized Airport personnel or by the pilot in command in the case of self-service fueling. No fuel shall be stored on Airport property by any person without the permission of the Airport Director and approval of the Airport Commission. Aircraft being fueled shall be positioned no closer than fifty (50) feet from any hangar or building. Fuel trucks, whether loaded or empty, shall never be in hangars nor be parked less than fifty (50) feet from any hangar or building. No person shall ever dispense or sell aviation fuel for automotive purposes.
- d No fuel, grease, oil, or flammable liquids shall be allowed to flow in any Airport sanitary or storm drain system. Any person(s) involved in a spillage of fuel shall be held responsible for expeditious notification to the Airport Director and will be held responsible for immediate clean-up of the affected area. In the event of a fuel spillage, no vehicles shall be moved or operated in the vicinity of the spill until the spillage is removed.
- e No person is permitted to fuel or de-fuel an aircraft while passengers are on board.
- f. No person shall park motorized ground equipment near any aircraft that prevents it or the aircraft from being driven or towed away in case of an emergency

- g. Prior to making a fueling connection to an aircraft, the fueling equipment shall be physically bonded or grounded to the aircraft being fueled by use of a cable, thus providing a conductive path to equalize the electric potential between the fueling equipment and the aircraft.
- h. All hoses and funnels used in fueling and de-fueling operations shall be equipped with a bonding/grounding device to prevent ignition of volatile liquids.
- i When a fire occurs in a fuel delivery device while servicing an aircraft, fueling shall be stopped immediately, all emergency valves shall be shut off; and 911 and the Airport Director shall be immediately notified
- j Fueling personnel shall not carry lighters or matches on their person while engaged in fuel servicing operations.
- k No aircraft shall be fueled or defueled while its engine is running or while in a hangar or other enclosed place. Fueling or defueling shall be done in such a manner and with such equipment that adequate connections for electrical bonding shall be continuously maintained.

7.3 HANGAR ACTIVITIES

- a The cleaning of engines or other parts of Aircraft shall not be accomplished in any hangar except with non-flammable substances. If flammable liquids are used for this purpose, the operation shall be conducted outside in the open air in designated spaces. Flammable liquids shall be stored in Underwriters Laboratory (U.L.) approved containers. All aircraft painting shall be done in accordance with safety procedures approved in writing by the County
- b. All hangar and shop floors shall be kept clean and free of oil, gas, and other flammable substances. No volatile, flammable solvent shall be used for cleaning floors. No rags soiled with flammable substances shall be kept or stored in any building on the Airport in such manner as to create any fire hazard.
- c Hangar entrances must be clear in a manner such that emergency or fire / rescue personnel and equipment can immediately access the hangar without hindrance.
- d No person shall smoke or produce any open flame anywhere within a hangar, building or structure in which any aircraft, gas, oil or flammable substance may be stored, or within 50 feet of any aircraft or any fueling facility, except in a designated smoking area. When heaters, open flames (e.g., acetylene torches for heating components, welding or soldering), or arc welding equipment are being used in the maintenance hangars, the FBO or SASO must adhere to State and local fire codes.
- e Airport management will supply and maintain adequate and readily accessible fire extinguishers, as may be required by applicable fire codes and regulations, to all airport tenants and lessees.
- f Fuel services shall be administered by the County, which has retained the "Proprietary Exclusive Right" to sell all aviation petroleum products to the public on Airport property. Individuals or FBOs or SASOs refueling their own Aircraft from their own containers shall conduct such operations only in designated areas (see Exhibit "C") using the approved equipment and procedures.

signs This information shall be printed on all sides of the fueling tanks, pumps, etc. so the information is visible from any direction on the ground

- g Fuel spills in excess of one gallon must be reported to the Airport Director and immediate action must be taken by the spilling entity to clean up the spill in accordance with all local, state and federal regulations

Fuel Transporting Vehicles

Each fuel transporting vehicle will be labelled on both sides and the rear of the cargo tank with the words 'FLAMMABLE,' 'NO SMOKING' and 'FUEL TYPE '

7.6 SMOKING

Smoking or carrying lighted smoking materials, or striking matches, lighters, or other lighting devices, is only permitted in designated smoking areas

7.7 STORAGE OF MATERIALS AND HAZARDOUS MATERIALS

Storage of Materials

- a No person shall store any material or piece of equipment in such a manner that it becomes a hazard Gasoline, jet fuel, lubricating oil, or any other flammable substance shall be stored in accordance with the applicable City and/or County Codes Buildings shall be provided with fire-suppressant devices and first-aid equipment as required
- b No person shall keep transport or store any lubricating oils on Airport property except in specified containers or receptacles
- c All hazardous waste shall be disposed of in accordance with applicable regulations

Transport of Hazardous Materials

- a No person shall handle, transport, or store any cargo containing explosive materials without the permission of the Airport Director
- b No person may accept any hazardous materials for shipment at the Airport unless the shipment is handled and stored in full compliance with the current provisions of the Federal Regulations
- c Any person transporting hazardous materials shall have designated personnel at the Airport authorized and responsible for receiving and handling such shipments

7.8 APRONS, BUILDINGS, AND EQUIPMENT

- a All persons on Airport property shall keep all areas of any premises leased or used by them clean and free of oil, grease and other flammable material

7.4 SELF-FUELING

Any aircraft owner may self-fuel their own Aircraft only after obtaining a self-fueling permit from the Airport Director Procedures for obtaining a self-fueling permit are contained in Exhibit 'D' Those Aircraft owners who have obtained a self-fueling permit will adhere to the following rules governing self-fueling

- a All Aircraft shall be fueled in the area designated by the County for self-fueling. This area will be maintained by the County which will provide and maintain fire extinguishers and bonding cables All self-fueling shall be performed in a designated area for fueling and not on the ramps or outside parking areas
- b Fueling equipment and fuel may be brought to the designated self-fueling area only when fueling is to be accomplished A current self-fueling permit must be available for inspection upon request by the Airport Director
- c All self-fueling tanks, trucks and equipment shall be removed from the Airport at the end of each day NO tanks, trucks or equipment shall remain on Airport property overnight unless authorized by the Airport Director
- d All fueling activity must comply with the requirements of the State and local fire code and the current edition of NFPA 407, including all NFPA Standards referenced in 407

7.5 FUEL FARMS AND FUEL TRANSPORTING VEHICLES

Fuel Farms

- a All fuel farm installation shall conform to the appropriate National Fire Protection Association Standards City/County Fire Codes, Federal State and local laws There shall always be NO SMOKING within one hundred (100) feet of the fuel farm installation
- b Fuel installations shall always be kept up and maintained, removing all debris in order to prevent foreign object debris (FOD)
- c Fire extinguishers shall always be maintained in an accessible position and in an operable condition with an un-expired certification date
- d No fuel or fuel-transporting vehicle shall be left unattended during loading or unloading of fuel at a fuel farm
- e Aircraft fuel storage tanks for below-ground or above-ground use will be constructed installed, registered, monitored for leakage operated, and maintained in accordance with Federal and State statutes, rules, and regulations promulgated by the Environmental Protection Agency and the N C Department of Environmental Quality (NCDEQ)
- f All aviation fuel storage tanks, aviation fuel pumps, hydrant fuel services, and aircraft fuel service vehicles, whether publicly or privately owned, shall have the type of aviation fuel dispensed printed in large block letters, including octane if aviation gasoline, plus the fuel ID number and "NO SMOKING"

SECTION 8 - CHARGES

8.1 COMMERCIAL OPERATIONS

- a No aircraft organization or person shall engage in any commercial operation of any type at the Airport unless prior permission is obtained from and assessed fees paid to the Airport
- b Permission requirements and fees are in effect for each visit to the Airport, with all fees being set by the Airport Commission
- c The Airport may enter into separate contracts with any commercial operation at the Duplin County Airport
- d The Airport Commission may adopt a fee schedule to be applied for ramp operations by any commercial operator not having a contract with the Duplin County Board of County Commissioners (BOCC), such fee schedule shall be placed at the Airport Terminal Building operations desk. Commercial operators shall pay a ramp fee for each ramp operation at the Airport
- e Private or business (non-commercial) ramp fees shall be posted on the Airport's schedule of fees. At the discretion of the Airport Director, fees are subject to change based on the weight of the aircraft
- f The Airport Director may grant written permission for a specific commercial operator to enter the Airport for the purpose of repairing or maintaining an aircraft or equipment which is beyond the capability of any Fixed Based Operator located at the Airport. Capability of the Airframe and Powerplant (A&P) mechanic, Inspection Authorization (IA) is defined in FAR 65.71 thru 65.95 (14 CFR Part 65 Subpart D). This privilege will be on a case-by-case basis and will require a separate agreement for each activity
- g Any permission granted by the Airport Director under this clause will be limited to a specific purpose and for a specific period

8.2 AIRCRAFT SERVICING FEES

All charges owed to the Airport for service(s) performed for Airport facilities used or for aircraft stored on a daily basis shall be paid before the aircraft is cleared to depart from the Airport unless credit arrangements have been made. The Airport Director may detain any aircraft for non-payment of any charges due.

8.3 RAMP FEES

Ramp fees for commercial aviation operations shall be payable to the Duplin County Airport immediately upon landing at the airport unless other arrangements have been made.

8.4 AIRCRAFT PARKING FEES

Aircraft parking on ramp areas shall be appropriately charged.

- b The floors of hangars shall be kept clean and free from waste materials or other trash or rubbish
- c Any person operating or using any equipment on Airport property shall use extreme caution and care
- d Any person using a facility or building on Airport property shall exercise cleanliness and caution
- e No person shall use flammable substances for cleaning hangars or other buildings on Airport property
- f Without the prior written consent of the Airport Director, the leased premises or any rights there under (except to a leasehold mortgage as herein provided) may not be assigned. Any assignment or subletting shall be expressly subject to all the terms and provisions of the original lease.

7.9 FIRE EXTINGUISHERS

Fire extinguishing equipment is provided by the Airport and shall be checked daily to avoid tampering. Fire extinguishers shall not be tampered with at any time, nor used for any purpose other than firefighting or fire prevention. All equipment shall be maintained in accordance with current NFPA Standards. Tags showing the last inspection shall be attached to each unit.

7.10 INSPECTION OF POSSIBLE HAZARDOUS AIRCRAFT

Inspection of all aircraft and subsequent declaration of safety or contamination shall be the responsibility of the aircraft owner or his/her authorized agent and shall be accomplished immediately after parking and evacuation.

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SECTION 9 – SPECIAL AIRPORT USES

The Airport Commission obligates itself as appointed by the Duplin County Board of Commissioners to operate the Duplin County Airport for the use and benefit of the public and to keep the airport open to the various types of aeronautical use for which the facility is designed and intended to serve

The Airport Commission established these rules to be met by all users to provide for the safe and efficient use of the airport and to otherwise protect the safety of person(s) and property both on the ground and in the air

9.1 LANDING FACILITIES

The landing area facilities that are constructed are primarily intended for the use of powered aircraft whose weights are not in excess of the published strengths of the paved surfaces. Operations on these surfaces by aircraft slightly in excess of the published pavement strengths may be permitted on an infrequent basis so long as permission is obtained from the Airport Director

9.2 FLYING CLUBS

All flying clubs desiring to base their aircraft and operate on Airport property must comply with the applicable provisions of these Rules and Regulations. However, they shall be exempt from regular FBO or SASO requirements upon satisfactory fulfillment of the conditions contained below

- 1 The club shall be a non-profit entity (i.e., corporation, association or partnership) organized for the purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of aircraft must be vested in the name of the flying club (or owned ratably by all of its members). The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (e.g., salaries, bonuses). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance, and replacement of its aircraft
- 2 Flying clubs may not offer or conduct charter air taxi or rental of aircraft operations. Except for regular members, they may not conduct aircraft flight instruction and only members of the flying club may operate the aircraft. No flying club shall permit its aircraft to be utilized for giving flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instructions, except when instruction is given by an FBO or SASO based on the Airport who provides flight training. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from performing maintenance work on aircraft owned by the club, and the club does not become obligated to pay for such maintenance work except that such mechanic and instructors may be compensated by credit against payment of dues or flight time
- 3 All flying clubs and their members are prohibited from leasing or selling any goods or services to any person or firm other than a member of such club at the Airport, except that said flying club may sell or exchange its capital equipment

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- 4 With its initial application the flying club shall furnish the County with a copy of its charter and by-laws articles of association partnership agreement or other documentation supporting its existence, a roster or list of members, including names of officers and directors to be revised on a semi-annual basis, evidence of insurance (see Appendix A for insurance requirements), number and type of aircraft evidence that aircraft are properly certificated, evidence that ownership is vested in the club, and the operating rules of the club The books and other records of the club shall be available for review at any reasonable time by Airport management or other representatives of the County The flying club shall make annual certifications to the County that its insurance is in force, and the County may require certificates at other times to confirm that adequate insurance is in force
- 5 A flying club must abide by and comply with all Federal State and local laws ordinances, regulations and the Rules and Regulations
- 6 A flying club which violates any of the foregoing or permits one or more members to do so, will be required to terminate all operations on Airport property

9.3 ULTRALIGHT VEHICLES / FAR PART 103 AIRCRAFT

- 1 All ultralight vehicles using the Airport should either be equipped with a radio capable of sending and receiving the UNICOM frequency of 123 000 or notify airport personnel (call Airport Operations to request Prior Permission Required (PPR) authorization) of time of arrival or departure If the ultralight vehicle is staying in the Airport traffic pattern or using the Airport for practice landings and take-off, it will be required to have a radio on board capable of sending and receiving the UNICOM frequency
- 2 Before operating from the Airport the ultralight pilot must be briefed on airport policy traffic pattern procedures and populated areas to be avoided
- 3 Operators shall provide proof of insurance to the County upon request of the Airport Director (see Appendix A for insurance requirements)

9.4 UNMANNED AIRCRAFT SYSTEMS (UAS) / FAR PART 107 AIRCRAFT

- Any person wishing to use the Airport for UAS operations must obtain permission from the Airport Director
- Before operating from the Airport, the UAS pilot must be briefed on airport policy, traffic pattern procedures and populated areas to be avoided Operators should be familiar with all applicable requirements including all applicable federal state and local regulations and should visit the FAA's website at <http://www.faa.gov/uas> and <http://knowbeforeyoufly.org>.

9.5 AERIAL ADVERTISING/BANNER TOWING

Any Person wishing to use the Airport to pick up or drop off an aerial advertising banner shall obtain the prior written approval of the Airport Director The Airport will require such safeguards as it deems necessary to protect

the Airport, aircraft using the Airport, and the general public These requirements may include, but are not limited to bonds insurance policies additional security personnel facilities and waivers/authorizations to the FARs issued by the FAA The County may establish and charge reasonable fees for this activity

9.6 AEROBATICS

Any Person wishing to use the Airport for aerobatics operations shall obtain the prior written approval of the Airport Director The Airport will require such safeguards as it deems necessary to protect the Airport, aircraft using the Airport, and the general public These requirements may include, but are not limited to, bonds, insurance policies additional security personnel facilities and waivers/authorizations to the FARs issued by the FAA The County may establish and charge reasonable fees for this activity

Aerobatic operations at DPL must follow rules for aerobatic operations as listed in FAR Section 91.903

9.7 PARACHUTE JUMPING

Persons wishing to use the Airport for a parachute drop area shall obtain the prior written approval of the Airport Director as required by FAR 105.17 The Airport will require such safeguards as it deems necessary to protect the Airport, aircraft using the Airport, and the general public These requirements may include, but are not limited to bonds insurance policies additional security personnel facilities and waivers /authorizations to the FARs issued by the FAA The County may establish and charge reasonable fees for this activity

9.8 GLIDER / SAILPLANE OPERATIONS

Any Person wishing to use the Airport to launch and recover gliders or sailplanes shall obtain written permission from the Airport Director in advance of the operations This will require advance coordination due to the need for additional personnel and equipment at the Airport to launch and recover the gliders and/or sailplanes The Airport will require such safeguards as it deems necessary to protect the Airport, aircraft using the Airport, and the general public These requirements may include, but are not limited to, bonds, insurance policies and additional security personnel The County may establish and charge reasonable fees for this activity

9.9 HOT AIR BALLOON OPERATIONS

Any Person wishing to use the Airport to launch and recover hot air balloons shall obtain written permission from the Airport Director in advance of the operations This will require advance coordination due to the need for additional personnel and equipment at the Airport to launch and recover the hot air balloons The Airport will require such safeguards as it deems necessary to protect the Airport, aircraft using the Airport, and the general public. These requirements may include, but are not limited to, bonds, insurance policies and additional security personnel The County may establish and charge reasonable fees for this activity

SECTION 10 – INFRACTIONS

- 1
- Infraction means any of the following
- a

A violation of these Rules and Regulations
- b

In the case of an FBO or SASO a violation of the FBO or SASO lease or giving false or inaccurate information to the County or the Airport Director in connection with the FBO or SASO lease

2 Effect of Infraction

Any Infraction by any Person, FBO SASO or tenant may result in immediate termination of the contract agreement or permit under which such person FBO SASO or tenant is operating Upon termination, such individual or entity shall not be eligible for a new contract or agreement for a minimum period of six (6) months

3 Notice of Infraction and Termination

The County, acting through the Airport Director or another whom hershe may from time to time designate, shall give notice of any contract agreement, or permit termination by sending a certified letter to the individual or entity at the address listed upon the relevant permit contract or agreement or at the option of the County at that individual or entity s last known address

4 Hearing

Any individual or entity whose contract or agreement is terminated as the result of an infraction may request a hearing thereon before the Airport Commission provided such request is made in writing and received by the Airport Director within thirty (30) calendar days of the date of the notice of termination being sent Upon receipt of a hearing request the County will mail notice of the date time and location of such hearing at least thirty (30) days in advance of the hearing date At the hearing the Party requesting the hearing may appear may be represented by counsel, and may present evidence Upon completion of the hearing, the Airport Commission shall affirm, revoke or modify the termination and shall give prompt written notice of its action to the Party requesting the hearing Any adverse determination of the Airport Commission to the party requesting the hearing may be subject to appeal in accordance with the applicable laws of the State of North Carolina Individuals may appeal to the Duplin County Board of Commissioners

5 Severability

In the event that any provision of these Rules and Regulations shall for any reason be determined to be invalid, illegal or unenforceable in any respect, the other provisions of these Rules and Regulations shall remain in full force and effect

6 Revisions

The County shall reserve the right to modify alter change or add to these Airport Rules & Regulations as needed

7 Conflict of Rules and Regulations

9.10 AERIAL APPLICATORS – “CROP DUSTING”

Any person seeking to conduct aerial agriculture application – crop dusting or spraying of agricultural chemicals - shall be required to satisfy the Airport Director that

- a

Suitable arrangements have been provided for the safe storage and containment of chemical materials no poisonous or inflammable materials shall be kept or stored in close proximity to other facility installations at the Airport
- b

The operator shall have available properly certified and suitably equipped agricultural operation aircraft and equipment
- c

No crop-dusting operations shall be conducted on the principal public use apron or ramp of the Airport
- d

Any Person wishing to use the Airport as a base to load chemicals, fertilizer or seeds onto aircraft for the purpose of crop spraying, dusting, or seeding shall obtain written permission from the Airport Director in advance of the operations The Airport Director at the time of approval shall designate a specific area at the Airport to be used for this operation The County will require such safeguards as it deems necessary The County may establish and charge reasonable fees for this activity Insurance requirements are outlined in Appendix A
- e

All operations will be in accordance with applicable Federal Aviation Regulation and State and Local Regulations concerning the handling of pesticides and other substances

9.11 SPECIAL EVENTS

Any Person wishing to sponsor a Special Event shall obtain the prior written approval of the Airport Director The Airport will require such safeguards as deemed necessary to protect the Airport, aircraft using the Airport and the general public These requirements may include, but are not limited to, bonds, insurance policies, additional security personnel facilities, and a waiver/authorization to the FARs issued by the FAA The County is prohibited by the FAA from closing the Airport for any activity which is not an Aeronautical Activity The County may establish and charge reasonable fees for Special Events

9.12 GENERAL

- a

No operations involving unlicensed or unregistered aircraft will be permitted at the Airport without prior approval of the Airport Director
- b

The Airport will not participate in any non-aeronautical event(s) that will conflict with its aeronautical use

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SECTION 11 – PERMITS FOR COMMERCIAL OPERATIONS

11.1 PERMIT RULES AND REQUIREMENTS

No Person may provide an Aeronautical Service at the Airport unless

- a The Person has an Aeronautical Operator's Lease executed by the County to provide an Aeronautical Service on the Airport, or
- b A Permit has been issued to the Person by the Airport Director authorizing the Person to provide the Aeronautical Service at the Airport This requirement for a permit does not apply to any FAA designated examiner acting as such

The Minimum Standards, together with application and leasing requirements of the County apply to any FBO or SASO lease

11.2 PROCEDURE FOR RECEIVING AND PROCESSING PERMIT APPLICATIONS

Any applicant wishing to establish commercial operations at the Airport shall be furnished a copy of the minimum standards, and shall make an application in writing to the Airport Director, setting forth in detail the following

- a The name and address of the applicant.
- b The proposed land use facility and/or activity sought.
- c The names and qualifications of all personnel to be involved in conducting such activity
- d The financial responsibility and technical ability of the applicant and operator to carry out the activity
- e The tools equipment, services and inventory if any, proposed to be furnished in connection with such activity
- f The requested or proposed date for commencement of the activity and the term of conducting the same
- g The estimated cost of any structure or facility to be furnished, the proposed specifications for same, and the means or method of financing such construction or acquisition or facilities
- h Upon the filing of any application with the Airport Director, it will be immediately referred to the appropriate committee and considered at the next scheduled meeting If no meeting is scheduled within forty-five (45) days from the filing of an application, a meeting will be called for considering the application and notice will be given to the applicant Upon consideration of the application, the Airport Director and committee shall determine whether the applicant meets the standards and qualifications established in the Rules and Regulations
- i Upon approval of an application, the Airport Director will prepare a suitable lease or contract agreement setting forth the terms and conditions under which the commercial operation may be conducted by the applicant

If and where there are conflicts in the rules and regulations prescribed herein and the FAA's Federal Aviation Regulations (FAR), the latter shall prevail If and where there exists a conflict between any of the rules or regulations prescribed herein and any other Authority rules applicable to the same area, the more stringent limitation or requirement shall govern and prevail

If any section, subsection, paragraph, sentence, clause, phrase, or portion of these Rules and Regulations are for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof

8 Penalty for Violations

The Airport Director may deny use of the Airport for a period not exceeding fifteen (15) days for any person violating or refusing to comply with any of the rules or regulations prescribed herein pending a hearing by the Airport Commission Upon such hearing, such person may be deprived of the further use of the Airport and its facilities for a period of time as may appear necessary for the protection of life and property Any violation of these rules may be punishable to the full extent of the law This section is cumulative of all other penalties for violation of Federal State and local laws, rules, regulations ordinances and orders Citation for violation or issuance of a violation ticket of any of the rules and regulations prescribed herein may be made by any authorized officer of the law The Airport Director may request the Duplin County Sheriff's Department to investigate any suspected violation of these rules

9 Severability

If any of the provisions of these rules or the application thereof to any person or circumstances is held invalid such invalidity shall not affect other provisions or applications of these rules, which can be given effect without the invalid provision or application and to this end the provisions of this ordinance are declared to be severable

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c Any Person based outside of the boundaries of the Airport and providing warranty service to a customer whose Aircraft is located on the Airport shall provide the Airport Director with the following to his/her satisfaction

- i Proof of proper and current licenses approved by the FAA with appropriate ratings to cover the types of repairs or inspection work being offered
- ii Proof of County business license, if applicable
- iii Proof of General Liability Insurance as specified in the Minimum Standards for Commercial Operations at the Duplin County Airport (Appendix A)

The County is to be included as additional insured

The contractual liability coverage shall include protection for the Permit Holder from claims arising out of the liability assumed under the indemnification provision of these Rules and Regulations

d All other aeronautical activities that any person may wish to operate at the Airport require prior approval of the Airport Director

THE FOREGOING RULES AND REGULATIONS ARE ADOPTED BY THE DUPLIN COUNTY AIRPORT COMMISSION AT A REGULARLY SCHEDULED MEETING ON

THIS THE _____ DAY OF _____ AND BECOME EFFECTIVE IMMEDIATELY

j Any rejected application will be returned to the applicant within (10) days of the rejection, with a written explanation of the reason for rejection

k Any Permit issued shall be for a designated time and date and for a period not to exceed one (1) year based on the contemplated activity impact on the safety of airport operations, past experience with the requester, current circumstances, and the civil aviation needs of the public

l The County may establish and revise fees for issuance of Permits

11.3 COMMERCIAL ACTIVITIES REQUIRING PERMITS

Permits may be issued by the Airport Director to any Person who satisfies the conditions for the Aeronautical Activities listed below

a Any Person providing flight instruction as a part-time business under FAR Part 61 and having no more than three students at any one time shall provide the Airport Director with the following to his satisfaction

- i Proof of proper and current instructor's license approved by the FAA with appropriate ratings to cover the types of instruction being offered and current medical certificate
- ii Proof of County business license if applicable
- iii Proof of aircraft bodily injury and property damage liability insurance specified in the Minimum Standards for Commercial Operations at the Duplin County Airport (Appendix A)
- iv Current list of names and addresses of all students receiving flight instruction

b Any Person providing aircraft repair and/or inspection services, other than owner-preventive maintenance as defined in FAR Part 43, shall provide the Airport Director with the aircraft registration number and the following to his/her satisfaction

- i Proof of proper and current licenses approved by the FAA, with appropriate ratings to cover the types of repairs or inspection work being offered
- ii Proof of business license, if applicable
- iii Proof of General Liability Insurance, as specified in the Minimum Standards for Commercial Operations at the Duplin County Airport (Appendix A)
The County is to be included as additional insured

The contractual liability coverage shall include protection for the Permit Holder from claims arising out of the liability assumed under the indemnification provision of these Rules and Regulations

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**APPENDIX A – MINIMUM STANDARDS FOR COMMERCIAL OPERATIONS AND
FIXED BASE OPERATORS**

The following minimum standards shall apply to all operations, however, all the activities listed may not be provided, depending on the lease agreement executed between Duplin County and the operator

A.1 GENERAL

- A No commercial operator shall be allowed to operate on Airport property without a lease agreement with Duplin County. Any operator whose principal place of business is located other than the Duplin County Airport and who further has a valid contract with another airport sponsor may not be required to maintain facilities at the Airport.
- B The Airport Commission shall determine all substantial conformances to the standards for all operators. Also, all operators must show financial solvency and business ability to the satisfaction of the Airport Commission.

A.2 INSURANCE

A. Airport Tenants

An Airport tenant shall, at all times during the term of their lease, maintain at their cost and expense insurance relating to the leased premises as follows:

- A Insurance against loss or damage to property in leased premises by fire, lightning, and other risks included under standard extended coverage policies.
- B General public liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the leased premises, such insurance to afford protection to Duplin County of not less than \$1,000,000.00 with respect to any one person, \$2,000,000.00 with respect to any one accident and not less than \$1,000,000.00 with respect to property damage.
- C Hangarkeeper's liability insurance providing coverage for aircraft not owned by the tenant in the following limits: \$1,000,000.00 per aircraft and \$2,000,000.00 per occurrence on property damage to aircraft in the care, custody, or control of tenant.
- D All such policies of insurance shall be issued by insurance companies acceptable to Duplin County, shall name Duplin County as an additional insured or loss payee, and shall provide for at least thirty (30) days written notice prior to cancellation, modification, or non-renewal.

As identified throughout the regulations, proof of insurance shall also be provided to the County upon request of the Airport Director. These instances include, but are not limited to:

APPENDICES & EXHIBITS

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B. Aircraft Maintenance and Repair

- 1 All person(s) operating aircraft, engine, or accessory maintenance facilities shall provide Hangar space to house any aircraft upon which such service is being performed
- 2 Suitable storage space for aircraft waiting for maintenance or delivery after repair and maintenance have been completed
- 3 Sufficient shop space to house equipment and adequate equipment and machine tools, jacks, lifts, and testing equipment to perform top overhauls as required for FAA certification and repair of parts not needing replacement on all single engine land and light multi-engine land general aviation aircraft
- 4 At least one FAA certified air frame and engine mechanic available during reasonable hours
- 5 Separate space where adequate exhaust type work may be performed
- 6 Appropriate insurance
- 7 Non-airworthy aircraft shall be screened from public view

Any person wishing to perform aircraft maintenance and repair / inspection services at the Airport shall be required to hold general liability insurance of at least the following with no deductible

- a \$ 1,000,000 each occurrence for bodily injury and property damage
- b \$ 2,000,000 each incident for personal and advertising injury
- c \$ 2,000,000 product-completed operation aggregate
- d \$ 2,000,000 general aggregate

The County is to be included as an additional insured

The contractual liability coverage shall include protection for the Permit Holder from claims arising out of the liability assumed under the indemnification provision of the Rules and Regulations

Business automobile liability insurance shall apply to any automobile including all owned, hired and non-owned vehicles, to a combined single limit of at least \$300,000.00 each accident. Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage shall be included

All airport mechanics and inspectors shall carry a \$1,000,000.00 liability policy naming Duplin County as an additional insured, have written authorization for each occurrence from the Airport Director, and shall be charged a fee for each occurrence on the Airport

C. Warranty Services

Proof of General Liability Insurance This insurance must be written on an "occurrence" basis, responding to claims arising out of any occurrences which may take place during the policy period. The general liability form shall provide limits of at least the following with no deductible

- e \$ 1,000,000.00 each occurrence for bodily injury and property damage
- f \$ 2,000,000.00 each incident for personal and advertising injury
- g \$ 2,000,000.00 product-completed operation aggregate
- h \$ 2,000,000.00 general aggregate

The County is to be included as an additional insured

The contractual liability coverage shall include protection for the Permit Holder from claims arising out of the liability assumed under the indemnification provision of these Rules and Regulations

D. Flight Training

Public liability and property damage insurance to protect the operator and the Duplin County from legal liabilities and shall provide liability insurance of at least \$1,000,000.00 per passenger seat and property damage liability of at least \$1,000,000.00

Proof of aircraft bodily injury and property damage liability insurance in the amount of \$500,000.00 (limited to \$100,000 each passenger), with no deductible amount and naming the County as additional insured. Coverage shall apply to bodily injury or death, passenger injuries including mental anguish, and property damage

E. Disabled/Damaged Aircraft.

All aircraft that remain in an unflyable condition (out of annual), in the absence of full coverage, must carry coverage known as "Ground, not in motion" insurance in an amount of not less than \$50,000.00

F. Private Vehicles on the AOA

To obtain approval from the Airport Director to operate a private vehicle on the AOA, the tenant shall show proof that they have, in force, automobile liability insurance in the minimum amount of \$300,000.00

G. Flying Clubs

Flying clubs will be required to have insurance with a limit of One Hundred Thousand Dollars (\$100,000.00) per person for personal injury and property damage and a total limit of Five Hundred Thousand Dollars (\$500,000.00)

H. Ultralight Vehicles

Ultralight vehicle operators shall maintain a minimum \$100,000.00 combined single limit insurance policy

I. Aircraft Rental

All person(s) conducting aircraft rental activity shall provide hangar or parking for at least one aircraft to be used as a rental, at least one airworthy aircraft maintained and certified, and current up-to-date specifications and price lists for types and models of rental aircraft

representatives agents, employees, successors or assigns harmless from all claims and liabilities (including, without limitation, legal fees) arising out of the use of the Airport

B Workers Compensation and Employer's Liability Insurance

Workers compensation insurance must be maintained in accordance with the statutory limits as required under North Carolina law

C General Liability Insurance

This insurance must be written on an "occurrence" basis, responding to claims arising out of any occurrences which may take place during the policy period. The general liability form shall provide limits of at least the following with no deductible \$1,000,000 00 each occurrence for bodily injury and property damage, \$2,000 000 00 each incident for personal and advertising injury, \$2,000,000 00 product-completed operation aggregate, and \$2 000,000 00 general aggregate. The contractual liability coverage shall include protection for the FBO/SASO/other commercial airport operator or user from claims arising out of the liability assumed under the indemnification provision of these Rules and Regulations. The insurance policy shall provide for contingent liability of the County on any claim or loss, and the County shall be named as an additional insured. The FBO/SASO/other commercial airport operator or user shall instruct the insurer to notify the County in writing by certified mail at least thirty (30) days prior to cancellation or refusal to renew any policy and shall file certificates of all insurance required with the County

D Property and Casualty Insurance

Insurance against fire, windstorm or other casualty, including all standard extended coverage available upon all of the FBO's or SASO/other commercial airport operator or user personal property, together with such medical payment coverage as desired. In connection therewith, the FBO/SASO/other commercial airport operator or user holds the County harmless against loss or damage to the FBO/SASO/other commercial airport operator or user's person or property by reason of any casualty other than the sole negligence or fault of the County.

E Hangarkeeper's Liability Insurance

Hangarkeeper's legal liability coverage shall include protection for those who lease hangar storage or operate aircraft maintenance/repair service to a limit of at least \$300,000 00 each occurrence.

F Aircraft Liability Insurance

This insurance shall provide aircraft liability, including temporary substitute aircraft and non-owned aircraft liability, to a combined single limit determined on a case by case basis. Coverage shall apply to bodily injury or death and mental anguish, including passenger injuries and property damage.

Any Person providing an aeronautical service to the public at the Airport under the supervision of, or pursuant to, an arrangement with an FBO/SASO/other commercial airport operator or user shall not be required to obtain the insurance described above if the insurance policy or policies of the FBO/SASO/other commercial airport operator

Any Person wishing to perform aircraft rental shall maintain insurance pursuant to the General Insurance Requirements section below or as otherwise deemed necessary by the County.

J. Aerial Advertising/Banner Towing

Any Person wishing to perform aerial advertising shall maintain insurance pursuant to the General Insurance Requirements section below or as otherwise deemed necessary by the County.

K. Parachute jumping

Any Person wishing to use the Airport for a parachute drop area shall maintain insurance pursuant to the General Insurance Requirements section below or as otherwise deemed necessary by the County.

L. Glider/Sailplane Operations

Any Person wishing to use the airport to launch and recover gliders and sailplanes shall maintain insurance pursuant to the General Insurance Requirements section below or as otherwise deemed necessary by the County.

M. Hot Air Balloon Operations

Any Person wishing to use the airport to launch and recover hot air balloons shall maintain insurance pursuant to the General Insurance Requirements section below or as otherwise deemed necessary by the County.

N. Crop Dusting Operations

Any Person wishing to conduct aerial agriculture application – crop dusting or spraying of agricultural chemicals shall maintain General insurance pursuant to the Insurance Requirements section below or as otherwise deemed necessary by the County.

O. Special Events

Any Person wishing to sponsor a Special Event shall maintain insurance as deemed necessary by the Airport Commission for said type of event.

General Insurance Requirements

General requirements for insurance for FBO, SASO, and any other commercial airport operators/users are as follows:

A Minimum Liability Insurance

The minimum liability insurance (including general liability, product liability, and premise liability) is \$1 000,000 00. The County is to be included as an additional insured.

The contractual liability coverage shall include protection from claims arising out of the liability assumed under the indemnification provisions of these Rules and Regulations. Each FBO/SASO/other commercial airport operator or user agrees to indemnify and hold the County and each of its officers

APPENDIX B – Minimum Requirements for Construction of Pre- Engineered Corporate Hangars and T-hangars at the Duplin County Airport

or user covers that Person to the same extent, and in the same amount, as the applicable insurance policy threshold(s) as described above

All policies required by this section will name as an insured Duplin County, its officers, members and employees, and will contain a provision which will require the insurance carrier to notify the Airport Commission at least thirty (30) days in advance of cancellation, modification, non-renewal, or other change in coverage

The FBO/SASO/other commercial airport operator or user shall only use responsible insurance companies of recognized standing which are authorized to do business within the State of North Carolina. The insurance companies shall have a Best's rating of at least "B+," and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports. Copies of all certificates of insurance for required insurance, any policy amendments and policy renewals, and any additional information related to required insurance shall be delivered to the Airport Director upon request. Each policy shall require the insurer to provide at least thirty (30) days prior written notice of termination, cancellation, modification, or non-renewal to the County.

Timely notices and claims of all losses insured under any required insurance policy shall be submitted to the appropriate insurer, and claims shall be pursued diligently and comply with all terms and conditions of required insurance policies. Airport Director shall promptly be given copies of all notices and claims of loss and any documentation or correspondence related to such losses.

A.7 MISCELLANEOUS OPERATIONS

Radio and instrument repairs, aerial advertising, and other activities may be conducted by any person, firm, or corporation upon application and approval from the Airport Director. Reasonable terms and conditions will be established by the Airport Commission.

A.8 HANGAR SPACE REQUIREMENTS

Facility requirements for commercial operations will be adequate and reasonable for the services offered to operators such as hangar space, office and lounge areas and aircraft parking.

A.9 NEW CONSTRUCTION

All new hangars shall comply with the Minimum Requirements for Construction of pre-engineered Corporate Hangars and T-hangars at the Duplin County Airport (APPENDIX B).

All new parking aprons and services provided shall:

- A. Be constructed according to plans and specifications approved by the Airport Commission. Aircraft parking aprons may be required for operators handling aviation petroleum products and aircraft repair.
- B. Be provided on a fair, equal, and not unjustly discriminatory basis to all users of the airport. The prices charged for all products at the Airport shall be fair and reasonable.

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Minimum Requirements for Construction
of
Pre-Engineered Corporate Hangars and T-Hangars
at the
Duplin County Airport
as part of the
Preliminary Terminal Area Development Project

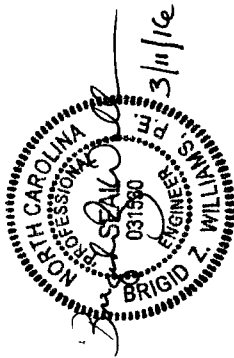
260 Airport Road
Kenansville, North Carolina 28349

WKD No: 20150121.00.RA
DPL No: 44-7538
NCDOT DOA No: 36237.13.13.1



720 Corporate Center Drive
Raleigh, NC 27607
License No. F-0374

March 11, 2016



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Appendix A
Geotechnical Exploration Report prepared by S&ME dated
September 2, 2015

I Hangar construction must be in compliance with the National Fire Protection Association (NFPA) regulations, all state and local Fire Codes. All construction must be approved by the local Fire Marshal.

1.2 SUBMITTALS

- A Plans and specifications for construction must be prepared by a Professional Engineer (PE) licensed in the State of North Carolina. The cost of all engineering and permitting services shall be the Developer's responsibility.
- B The Developer is responsible for preparing all documents contained in this section and submitting documents to Owner and to the Owner's Consulting Engineer for review and approval. The Developer is responsible for all cost associated with the Owner's Consulting Engineer's review of the proposed plans, specifications, shop drawings and submittals.
- C 30% Design Submittal
 - 1 Developer shall submit to the Owner three (3) sets of 22"x34" plans, as well as a PDF copy. The plan set shall include the following at a minimum
 - a Cover Sheet
 - b. Project Layout and Safety Plan
 - i Existing and proposed geometry
 - ii. Haul route
 - iii Staging and stockpile areas
 - iv. Phasing and construction safety measures
 - c Typical Sections - for proposed pavement and hangar floor
 - d Proposed Profiles - for proposed access roads and taxilanes
 - e Demolition Plans
 - f Geometric Layout Plan
 - g Grading and Drainage / Site Plan
 - i Existing and proposed contours
 - ii Proposed hangar fixed floor elevation (FFE)
 - iii. Proposed drainage pipes and structures
 - h Utility Layout Plan
 - 2 The Owner shall complete review of the 30% submittal and return comments within

DIVISION 01 – GENERAL REQUIREMENTS

PART 1- GENERAL

1.1 SUMMARY

- A. These specifications have been established to provide an outline of the minimum requirements for construction of pre-engineered corporate hangars and T-hangars at the Duplin County Airport. These specifications are intended to provide a standard for planning, design, and construction. All hangars to be constructed on airport property must meet or exceed all requirements specified herein.
- B. For the purposes of this document, the term Owner shall refer to Duplin County or its designated representative, including the Duplin County Airport Commission and the Airport Director.
- C Hangars may not be constructed on airport property unless approved by the Owner and the Owner's Engineer for conformance with the following
 - 1 Current Airport Layout Drawing (ALD)
 - 2 Current Terminal Area Drawing (TAD)
 - 3 Current Terminal Area Development Plan
- D The Developer will be responsible for obtaining a Duplin County Building Permit and any other permits required by Duplin County or the Town of Kenansville.
- E The developer will be responsible for obtaining an Erosion and Sediment Control permit from North Carolina Department of Environmental Quality (NCDEQ) for development that creates one (1) or more acres of ground disturbance
- F. Construction must be in compliance with FAA regulations for design and construction, height restrictions, and all other regulations established by applicable agencies having jurisdiction over the project.
- G Design must conform to FAA requirements and shall incorporate FAA standard construction specifications located in Advisory Circular 150/5370-10, Standards for Specifying Construction of Airports (current edition)
- H. Anyone constructing a hangar on airport property must follow the Owner's Rules & Regulations, Stormwater Pollution Prevention Plan (SWPPP), and Spill Prevention Control and Countermeasure Plan (SPCC).

k Structural Plans

l Building Plans

m Foundation/Footing Details

n Mechanical, Electrical, and Plumbing Plans and Details

3. Project specifications

4 Shop drawings, material information, and other items as specified in other Divisions

5. The Developer is responsible for submitting a Notice of Proposed Construction, Form 7460-1, to the FAA for review and approval. The Developer shall submit this form once the Owner has approved the hangar site location and hangar size. Form 7460-1 reviews typically take 45-90 days to process and approve. No construction will be allowed to begin until an approved FAA 7460-1 form is on file with the Owner.

E. Complete set of Record Drawings upon the completion of construction. Record Drawings shall be submitted in AutoCAD format, as well as a set of 24" x 36" drawings.

1.3 WARRANTY REQUIREMENTS

A. Warranty periods begin at the date of Substantial Completion.

1. Metal Panel Finishes – 20 years

2. Weather-tightness Warranty for Metal Roof Panels – 2 years

3. Grinder Pump – 2 years

4. Warranty for Corrosion and Structural Defects of Oil/Water Separators – 10 years

5. Warranty for all other construction – 1 year

1.4 CONSTRUCTION ADMINISTRATION, INSPECTION, & QUALITY ASSURANCE

A. The Owner's Consulting Engineer and Duplin County shall be allowed to inspect any and all work done during the construction phase of the project. The Developer shall authorize the Owner's Consulting Engineer and/or Duplin County to stop work at the Hangar immediately in the event that any of the plans or specifications are not being followed. In the event that the Owner's Consulting Engineer and/or Duplin County stops Work at the Hangar, the Developer shall be immediately notified and the parties shall work towards a sufficient solution to avoid any unnecessary delays.

B. The Owner's Consulting Engineer shall provide quality assurance testing to ensure the Developer's compliance with any and all of the Owner's construction specifications and

14 days of receipt

D. Pre-Construction Submittal

1. Project must be approved by Owner before construction may begin.

2. Developer shall submit three (3) sets of 22"x34" plans sealed by a Professional Engineer (PE) licensed in the state of North Carolina, as well as a PDF copy. The plan set shall include the following at a minimum:

a. Cover Sheet

b. Project Layout and Safety Plan

i. Existing and proposed geometry

ii. Haul Route

iii. Staging and Stockpile Areas

iv. Project Limits

v. Phasing and construction safety measures

vi. Traffic control devices, if necessary

c. Typical Sections - for proposed details for pavement and hangar floor

d. Demolition Plans

e. Geometric Layout Plan

f. Joint Layout Plan – for concrete aprons and hangar floor

g. Erosion Control Plans

h. Grading and Drainage / Site Plan

i. Existing and Proposed Contours

ii. Spot Elevations

iii. Proposed hangar fixed floor elevation (FFE)

iv. Proposed drainage pipes and structures

v. Pipe invert and size

i. Utility Layout Plan

i. Proposed water service, sanitary sewer service, oil/water separator, grinder pump, electrical service, data/communication service

ii. Associated utility details

j. Landscaping Plan

PART 2 – PRODUCTS

2.1 CONCRETE SECTION AND MATERIALS

- A Concrete hangar slabs shall be Portland cement concrete
- B Cement shall conform to the requirements of ASTM C150 Type I.
- C Concrete hangar slabs designed for aircraft weighing 30,000 lbs. or less shall be constructed in accordance with Item P-501 from FAA AC 150/5370-10. All concrete for hangar floors, foundations, and footings shall have a minimum 28-day compressive strength of 4,400 psi
- D Concrete hangar slabs designed for aircraft weighing over 30,000 lbs. shall be constructed in accordance with Item P-501 of FAA AC 150/5370-10 All concrete for hangar floors, foundations, and footings shall have a minimum flexural strength of 650 psi.
- E Concrete floor slabs shall be reinforced with a minimum 6x6 welded wire fabric, furnished in flat sheets only, conforming to the requirements of ASTM A1064, or bar mats conforming to the requirements of ASTM A184 or A704
- F Refer to Division 32, Exterior Improvements Section 2 1 C, for floor slab thickness, stone base thickness, and joint spacing.
- G 6 mil vapor barrier shall be placed beneath stone base under concrete slab
- H The Developer’s building manufacturer or structural engineer shall be responsible for the design of concrete footings
- I Corporate and T-hangar hangar floor finish shall be polished concrete, approved by the owner. Polished concrete shall include grinding installation of silicate sealer, polishing, and a stain repellent The polished floor shall have medium reflectivity, 800 grit. Other methods of finishing concrete floors may be submitted to the Owner for review and approval

PART 3 - EXECUTION

3.1 PREPARATION

- A. Concrete placement operations must adhere to the weather limitations detailed in the applicable specifications listed above
- B Stone base shall not be placed until underlying subgrade has been reviewed and accepted

DIVISION 03 – CONCRETE

PART 1- GENERAL

1.1 SUMMARY

- A. Section Includes

- 1 Concrete for building slabs on grade
- 2 Concrete floor finish

1.2 REFERENCES

- A FAA Advisory Circular 150/5370-10 (current edition) - Standards for Specifying Construction of Airports

1.3 SUBMITTALS

- A Submit product information and mix design for concrete pavements.

- B Product Data

- 1 Aggregate certifications
- 2 Joint materials, admixtures, and curing compounds
- 3 Reinforcing materials

- C. Product and process data for penetrating liquid floor treatment for polished concrete

- D Manufacturer’s product data

- E. Manufacturer’s installation instructions.

- F. Catalog pages illustrating products to be incorporated into project.

- G Foundation and footing design to be approved by Owner’s Consulting Engineer

1.4 RELATED WORK SPECIFIED ELSEWHERE

- A. Requirements for concrete pavements for both landside and airfield pavements are detailed in Division 32 Exterior Improvements

by the Owner and/or the Owner’s Consulting Engineer

- C. Concrete may not be placed until Owner and/or Owner’s Consulting Engineer has reviewed and accepted the preparation of the underlying subgrade and stone base.

3.2 CONCRETE SLAB CONSTRUCTION

- A Owner will conduct acceptance sampling and testing as outlined in the above specifications. If testing reveals that construction does not meet the applicable specifications, construction activities shall stop until a mutually acceptable solution can be reached.
- B Corporate hangar floor slab shall be constructed to flow to floor drain Slope shall be approximately 0.5%
- C. T-hangar floors shall be sloped to drain towards doors
- D No abrupt change in grade will be allowed between concrete hangar floor and adjacent asphalt or concrete apron. A smooth transition is required

END OF DIVISION 03

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PART 2 - PRODUCTS

2.1 PAINTING

- A Structural Painting All uncoated structural steel shall be cleaned of all foreign matter and loose scales in accordance and given a one mil coat of red oxide primer. Primer shall be applied by the use of airless handguns. Primer shall meet or exceed the performance requirements of Federal Specification TT-P0636D Light gauge steel members shall be shot blasted and pre-coated with one coat of red oxide primer Some hand sprayed shop touch up may be employed Primer shall be furnished to touch up abrasions caused by handling All members (if required) shall be touched up prior to field assembly

Prime Coat: The base metal shall be pre-treated and then primed with an epoxy type primer for superior adhesion and superior resistance to corrosion

2.2 PAINT SELECTION

- A. Materials selected for each painting system shall be the product of a single manufacturer.
- B Thinners, solvents, and tinting colors shall be as specified on the manufacturer's Product Data Sheets
- C All paint shall be factory mixed except tinting necessary to distinguish undercoats.
- D Exterior colors shall be selected by the Owner

2.3 ACCEPTED PAINT PRODUCTS

- A. Alkyd Rust Inhibitive Primer:
PPG 6-208
Glidden 4570
Porter 297

- B Alkyd Universal Steel Primer.
PPG 97-682
Glidden 5210
Porter 284

- C A8046 Alkyd-Zinc Dust Primer:
PPG 6-215/6-216
Porter 299

- D. Alkyd-Portland Cement Primer
PPG 6-209

DIVISION 09 – FINISHES

PART 1- GENERAL

1.1 SUMMARY

- A. This division specifies the general requirements for interior and exterior painting for T- Hangars and Corporate Hangars constructed on airport property All colors shall be reviewed and approved by the Owner prior to construction

1.2 SUBMITTALS

- A. Submitt manufacturer's Product Data Sheets for each product to be used in the work
- B. Submit label analysis of each paint product to be used in the work.
- C. Certificates Submit letters of certification from the paint manufacturer certifying that top coats are compatible and appropriate with undercoats when undercoats and topcoats are of a different manufacturer

1.3 DELIVERY, STORAGE AND HANDLING

- A Deliver all materials to the job site in original, unopened containers with labels and tags attached Store paint materials and tools in an assigned room. Furnish galvanized drip pans in the paint mixing space, and do all mixing and handling of paint on these pans. Keep paint cans closed when not in use, and keep the room clear of oily rags and other waste that might create a fire hazard

1.4 JOB CONDITIONS

- A. Refer to the paint manufacturer's Product Data Sheets for paint application job condition
- B Spaces to be painted shall be broom clean and dust free

1.5 RELATED WORK SPECIFIED ELSEWHERE

- A Factory Finished Items.
- B Shop Coats
- C Division 13 Special Construction - Pre-Engineered Hangar Building

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

- A All Surfaces. Before starting work, examine all surfaces which are to be painted. Do not apply paint on dirty, dusty, or otherwise contaminated surfaces, nor on surfaces of materials having more than 15% moisture content. Do not start work on any surface requiring corrective work. Start of work constitutes acceptance of surface as suitable for painting
- B Ferrous Metals: Remove all oil, grease, dirt, salts, loose rust, loose mill scale, and loose paint. Remove shop crayon marks.
- C Galvanized Steel:

1 Remove oil and grease by wiping with clean rags soaked in xylol.

2 Remove white rust with soap and water and rinse clean.

3. Remove red rust by power tool cleaning.

4 Deactivate fresh zinc surfaces and remove passivating compounds by weathering six months or by applying phosphoric Acid Etch.
- D Concrete Block: Let the concrete unit masonry cure for 30 days before painting Fill all minor holes and cracks. Rub to remove mortar burrs from surface of joints and block
- E Wood: Sand to remove raised grain, tool marks and similar imperfections After prime coat has dried, putty nail holes, cracks, open joints and other defects. At the same time, seal knots, pitch and resinous.

3.2 PAINT APPLICATION SCHEDULE

- A Paint the following:

1 Paint exposed steel pipe, brackets, hangers, valve bodies, electrical conduits, outlet boxes and junction boxes.

2. Paint exposed pipe insulation.
- B. Do not paint the following:

1. Steel to be embedded in concrete

2 Factory items fully finished.

3 Exterior formed concrete foundation walls, steps or slabs on grade, unless noted otherwise

- Glidden 5229
Porter 290
- E. Phosphoric Acid Treatment:
Porter 99
- F Alkyd Interior Wood Undercoater
PPG 6-6
Glidden 555
Porter 429
- G Latex Block Filler:
PPG 6-7
Glidden 5320
Porter 896
- H. Cementitious Block Filler:
Glidden 1971
Porter 895
- I. Alkyd Gloss Enamel
PPG 6-252 Series
Glidden 4500 Series
Porter I A. 24
- J Alkyd Interior S.G. Enamel:
PPG 6-90
Glidden
Porter I.A. 24 S.G
- K Polyamide Epoxy Gloss Coating:
PPG 97 Line
Glidden 5240/5242
Porter MCR 43
- L. Polyamide Epoxy High Build Intermediate Coat:
PPG 97-150 Series
Glidden 5555/5556
Porter MCR 43 High Build

Alternative, equivalent paint products may be submitted to the Owner for review and approval

- h. Switches shall be located adjacent to all personnel doors and shall be in accordance with State, Local, and Federal requirements. Lights shall be configured on a minimum of 2 circuits.

Alternate lighting fixtures which provide equal or better illumination may be submitted to Owner for review and approval.

- 3 110V duplex receptacles shall be provided on each wall of the hangar Receptacles shall be spaced not more than 30 feet apart.
- 4 Exterior lighting shall consist of building-mounted flood lights, meeting the following requirements:

- a. Lights shall be 250 watt high pressure sodium flood lights.
- b. Each light is to include a fixed hood/visor.
- c. Finish of fixtures shall be reviewed and approved by the Owner.
- d. All exterior lighting power shall be activated by one single photocell oriented to northern sky and mounted on exterior of the building
- e. Alternate lighting fixtures which provide equal or better illumination may be submitted to Owner for review and approval.
- f. A minimum of two fixtures shall be provided on the front of the hangar, facing the aircraft apron. In addition, an exterior light shall be provided over each personnel door and adjacent to each utility door

- 5 Hangars 6,400 sq ft. or larger shall be provided with a minimum of 2 electrical outlets for use in charging a Ground Power Unit (GPU) capable of delivering a minimum of 28 volts of DC

- 6. See section K below for restroom electrical requirements.

- 7. See section L below for office space electrical requirements

- 8 One, double, steady-burning, red obstruction light (L-810) meeting the requirements of FAA Advisory Circular 70/7460-1L Obstruction Lighting and Marking, and FAA Advisory Circular 150/5345-43G Specification for Obstruction Lighting Equipment, shall be installed on the hangar roof Light shall be installed on the airside face of the hangar at the highest point of the roof line.

Thickness: 1-3/4"

- 2. Hardware to include 1-1/2 pair ball bearing butts, overhead closer, weather stripping, and heavy-duty cylinder lock set. Provide keying of locks as directed by Owner.
- 3 Hollow metal doors and frames shall conform to SDI 100 for minimum requirements.
- 4 Personnel doors shall have fire exit signs with battery backups above each door, per the requirements of State and Federal building and fire code
- 5. Exact location of personnel doors for egress shall be per Code requirements.

H Utility Doors

- 1 Provide a slide-up or roll-up metal utility door, frames and hardware. The utility door should be installed on the back wall of the hangar, opposite of the main hangar door. The minimum door dimensions are as follows:

Width. 10’-0”
Height 10’-0”
Thickness: 26 gauge galvanized steel

- 2 Mechanically or manually operated utility doors will be acceptable.

- 3 A minimum 10’x 10’ concrete pad shall be installed adjacent to the utility door

I Electrical:

- 1 All electrical work must be performed by a contractor licensed to perform electrical work in the State of North Carolina.
- 2 Interior lighting in corporate hangar shall consist of LED light fixtures designed for high-bay installation, meeting the following requirements:

- a. Maximum of 300 watts rating per fixture
- b. Suitable for damp locations
- c 70+ CRI rating at 4,000K
- d. 120° beam angle or wider
- e Minimum 20,000 lumens
- f Lighting configuration should provide illuminance of approximately 50 foot-candles
- g. Lights shall be instant-on and provide flicker free lighting

Exterior Improvements

1.3 SUBMITTALS

- A Product Data. Submit manufacturer's product information, specifications and installation instructions for building components and accessories
- B Calculations: Submit calculations for all structural elements indicating compliance with specified design requirements
- C Manufacturer shall furnish complete erection drawings for the proper identification and assembly of all building components. These drawings will show anchor bolt settings, transverse cross sections, sidewall, endwall, roof framing, flashing, sheeting, and accessory installation details
- D Shop Drawings: Submit complete erection drawings showing anchor bolt settings, foundation drawings, electrical drawings, mechanical drawings, sidewall, endwall, and roof framing, frame bracing, transverse cross section, covering and trim details, and accessory installation details to clearly indicate proper assembly of building components.
- E Certification Standard drawings and design analysis shall bear the seal of a registered professional engineer licensed in the state of North Carolina. Design analysis shall be furnished to the Owner. The Manufacturer shall furnish a sealed letter of certification stating that the building design and fabrication will meet all design specifications and loads as required by applicable codes. This letter must be furnished prior to delivery of building

1.4 STRUCTURAL STEEL DESIGN

- A General: The building manufacturer shall use standards, specifications, recommendations, findings, and/or interpretations of professionally recognized groups (AISC, AISI, AAMA, AWS, ASTM, MBMA). Federal Specifications and unpublished research by MBMA as the basis for establishing design, drafting, fabrication and quality criteria, practices and tolerances. For convenience, one or more sources may be referenced in a particular portion of these specifications
- B Structural Steel For design of structural steel members, comply with requirements of the American Institute of Steel Construction's (AISC) "Specifications for the Design, Fabrications and Erection of Structural Steel for Buildings" for design requirements and allowable stresses.
- C In all instances, however, the manufacturer's design, drafting, fabrication, quality criteria, practices and tolerances shall govern, unless specifically countermanded by the Contract Documents. Structural mill sections or welded up plate sections will be designed in

DIVISION 13 – SPECIAL CONSTRUCTION
PRE-ENGINEERED HANGAR BUILDINGS

PART 1- GENERAL

1.1 SUMMARY

- A This section includes requirements for pre-engineered hangar buildings. Hangars shall be a single story, rigid frame, metal building with eave heights, roof slopes and configuration to be specified by the Developer and approved by the Owner
- B These specifications cover the materials and fabrication of metal buildings designed, fabricated and readily erected to be weather tight. These specifications are an outline of performance to insure the basis for design, manufacture and application of all the manufacturer's metal building systems.
- C Hangar building shall be supplied by a manufacturer who is regularly engaged in the manufacture of aircraft hangar buildings and hangar doors. The hangar package shall be supplied as a complete system and furnished by a manufacturer who provides hangar doors and hangar building as an integral hangar building package. The hangar manufacturer shall have been engaged in the manufacture for a minimum of five years and upon request from Owner provide a list of completed hangar projects
- D Hangar sizes must be approved by Owner
- E Hangar buildings and doors shall be designed to withstand 115 MPH wind loading
- F Single Source Responsibility for Pre-engineered building system: Obtain pre-engineered building from a single source for the entire building system as described in this section. Corporate hangar doors may be provided by a separate manufacturer. If a different manufacturer is used, Developer must provide evidence that the design and construction of the hangar building and the hangar doors has been coordinated by both manufacturers.
- G Erector's Qualifications: Pre-engineered building shall be erected by a firm that has no less than 5-years successful experience in the erection of pre-engineered buildings similar to those required for this project.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A Surface treatment for concrete is detailed in Division 03 Concrete
- B Field painting or primed metal members are specified in Division 09 Finishes
- C Information concerning the concrete foundation and footings can be found in Division 32

doors, etc Building accessories may or may not be noted on the contract drawings It is up to the Contractor to coordinate all materials from other trades to ensure they are accounted for

1.5 BASIC MATERIAL SPECIFICATIONS

- A Primary Framing Steel. Steel for hot rolled shapes shall conform to the requirements of ASTM Specification A36, with minimum yield of 36,000, 42,000, or 50,000 psi
- B Steel for built up sections shall conform to the physical requirements of ASTM A570, ASTM 572 or ASTM A36 as applicable, with minimum yield of 42,000 or 50,000 psi as indicated by the design requirements.
- C Steel for endwall "C" sections shall conform to the physical requirements of Republic Steel's P-55 or equivalent and have a minimum yield of 55,000 psi
- D Secondary Framing Steel Steel used to form purlins, girts, eave struts and "C" sections shall be Republic Steel's P-55 or equivalent of ASTM A607 Grade 55. Minimum yield shall be 55,000 psi.

1.6 STRUCTURAL FRAMING

- A General. All framing members shall be shop fabricated for field bolted assembly The surfaces of the bolted connections shall be smooth and free from burrs or distortions

B Primary Framing

- 1 Primary structural framing shall be main load carrying structural members They shall include door trusses, rafters, interior columns and exterior columns
- 2 Rigid Frame. All rigid frames shall be connected to webs by means of a continuous fillet weld on one side
- 3 Endwall Frame All endwall roof beams and endwall columns shall be cold-formed "C" sections, mill rolled sections or built up "I" sections depending on design requirements
- 4 Plate, Stiffeners, etc All base plates, splice and flanges shall be shop fabricated to include bolt connections holes. Webs shall be shop fabricated to include bracing holes
- 5 Connections for secondary structural (purlins and girts) shall be by means of welded clips

C Secondary Framing

accordance with AISC's "Specification of the Design, Fabrication, and Erection of Structural Steel for Buildings" (latest edition)

- D Cold-formed steel structural members will be designed in accordance with AISI's "Specification for the Design of Cold-formed Steel Structural members" (latest edition)

- 1 Design Loads: Design loads will include dead load, roof live loads, wind load, seismic loads, collateral loads, auxiliary equipment loads, and/or other applied or specified loads
- 2 Dead Loads The actual weight of the building system supported by a member.
- 3 Roof Live Loads: Loads produced by maintenance activities, rain, erection activities and other movable or moving loads, but not including wind, snow, seismic, crane, or dead loads
- 4 Roof Snow Loads: Gravity load induced by weight of snow or ice on the roof, assume to act on horizontal projection of the roof
- 5 Winds Loads The loads on a structure induced by the forces of wind blowing from any horizontal direction
- 6 Collateral Loads. The weight of any non-moving equipment of material, such as ceilings, electrical or mechanical equipment, sprinkler systems or plumbing Purlins and frames shall support electrical, including lighting Add purlins as required
- 7 Seismic Loads Horizontal loads acting in any direction on a structural system due to action of an earthquake
- 8 Floor Live Loads. Loads induced on a floor system by occupants of a building and their furniture, equipment, etc.
- 9 Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for Class 90

- E Design of all members shall be in accordance with the latest international building code with North Carolina amendments

- F The pre-engineered metal building shall be designed for all loads as required by the governing building code The metal building engineer shall determine these required loads and clearly note them in calculations and on building drawings They shall contact the local authorities for verification of governing codes The metal building engineer shall also account for all superimposed loads from building accessories and systems such as but not limited to mechanical equipment, suspended ceilings, fixtures, piping, operable

manufacturer's erection manual.

D Finishes:

1. Painting: All interior exposed structural steel shall receive two coats shop primer. All exterior surfaces of the hangars and hangar doors for all exterior wall and roof sheeting shall be factory-painted with a Thermoset coating system composed of polyester resin which has been modified with a silicon resin equal to MS Color Fast 30. All interior surfaces of metal siding, hangar doors, and panels shall be galvanized. All interior divider wall panels shall be galvanized, both sides.
2. Colors shall be as selected by the Owner from the manufacturers' standard selection Developer shall submit color swatches to Owner for selection.

E. Insulation:

1. Insulation for conditioned spaces shall be in accordance with current building code and energy conservation code regulations
 2. Exterior walls, doors, and roof shall be insulated.
 3. Insulation shall be glass fiber blanket insulation, complying with ASTM C991, of 0.5 lbs. per cu.ft. density, R-13 minimum insulation value, with UL flame spread classification of 25 or less and 2 inches wide continuous vapor-tight edge tabs.
 4. Insulation shall have scrim reinforced white vinyl facing.
 5. Vapor barrier shall be vinyl film.
 6. Retainer strips for insulation shall be 26-gauge formed galvanized steel retainer clips, colored to match the insulation facing.
 7. Insulation shall be installed tightly, without sagging. Install insulation concurrently with installation of roof panels in accordance with manufacturer's directions. Install blankets straight and true in one-piece lengths with both sets of tabs sealed to provide a complete vapor barrier. Locate insulation on underside of roof sheets, extending across the top flange of purlin members and held taut and snug to roofing panels with retainer clips. Install retainer strips at each longitudinal joint, straight and taut, nesting with roof rib to hold insulation in place.
- F Hangar Doors: Provide a flush-mounted, electrically operated bi-folding or single-panel hydraulic hangar door.
1. Each T shall have a door with a 14'-0" high by 44'-0" wide clear opening, minimum.

5. All standard exterior gutters, rake flashing, and downspouts shall be 26 ga. galvalume steel, with painted finish to match.

B. Sealants and Closures.

1. All gutter and downspout joints, rake flashing laps, and ridge flashing laps, shall be sealed with pigmented caulk of butyl rubber base to match the color.
2. Factory applied sealant used in panel side laps shall be a hot melt, foamable mastic.
3. Field applied sealant used at the end laps, ridge assembly, and gable flashings shall be 100% solids, butyl-based elastomeric tape sealer, furnished in roll form or pre-cut to length. Sealant used to the eave shall be pre-compressed expanding foam sealant tape.
4. Joint sealant material shall be as recommended by manufacturer to seal all side and end laps in metal sheets and panels, at ridges, bolt holes before inserting fasteners, for all flashings and corner closure sheets and elsewhere as necessary to provide watertight construction.
5. Closures: Inside and outside semi-rigid cross-linked polyethylene foam closure shall be provided as required to provide a bird proof building. Inside closure shall be self-adhesive
6. 3" x 9" x 11 gauge galvanized gas curb angle at the curb of EVERY interior partition wall with fuel resistant sealant on all sides

C Gutter, Flashing, and Downspouts

1. Metal gutter and downspouts sizes and spacing to be determined by building manufacturer. Unless otherwise approved by the Owner, downspouts shall be connected to storm drainage system. If downspouts cannot be connected to storm drainage system, adequate splash pads must be provided at each outlet to prevent erosion. Proposed splash pad must be approved by the Owner
2. Gutters and Flashing: All standard exterior gutters, rake flashing and downspouts are 26 gauge galvalume steel, with painted finish to match.
3. Flashing and Trim: Flashing at the rake (parallel to roof panels) and high eave shall not compromise the integrity of the roof system by restricting movement due to thermal expansion and contraction. The panel manufacturer shall supply the flexible membranes if applicable
4. Installation: Erection of the roof system shall be in complete accordance with the

PART 2 – T-HANGAR REQUIREMENTS

2.1 GENERAL

- A. Hangar building shall be a 10-unit, nested T configuration conforming to the layout as shown on the Airport Layout Plan

2.2 MANUFACTURERS

- A. T-hangar Available Manufacturer's: Based on the history of installation and years of manufacturing experience in pre-engineered hangar building construction, T-Hangars should be manufactured by one of the following, or an approved equal.

- | | | |
|----|--|--|
| 1 | Erect-a-Tube
(800) 624-9217 | P O Box 100,
Harvard, Illinois 60030-0100 |
| 2. | Ful-Fab Aircraft Hangars
(330) 477-7211 | 1525 Whipple Ave. S W
Canton, Ohio 44710 |
| 3. | OSI Building Systems
(334) 834-3500 | P O Box 5230,
Montgomery, AL 36103 |

2.3 MATERIALS

- A. Sheeting Materials.

1. Roof sheets shall be 26 gauge galvalume coating conforming to ASTM specification A-792 with panel configuration with 1-1/8" min high major ribs 12" on center. Panel coverage shall be 36" and shall be furnished full length from building eave to ridge purlin. A pre-formed ridge cap shall be provided.
2. Wall sheet shall be 26 ga. galvalume coating conforming to ASTM specification A446. Panel configuration shall be 1-1/8" min. major ribs 12" on center. Wall sheet shall be furnished full height.
3. Interior walls shall be 26 ga. galvalume metal extending from floor to ceiling
4. Building trim shall include eave trim, gable trim, corner trim, service door trim, and hangar door trim. All trim shall be 26 ga. and manufactured of flat stock material equal in quality to wall sheets and color as selected from manufacturer's standard color chart, and approved by the Owner. Trim pieces shall be packaged for shipment at factory

1. Secondary framing shall be the structural members which carry the loads to the primary framing systems, and shall include the purlins, girts, wind bracing and miscellaneous structural members.

2. Purlins and Girts: Purlins and girts shall be cold-formed "Z" sections with stiffened flanges. They shall be pre-punched at the factory to provide for field bolting to the rigid frames. They shall be simple or continuous span as required by design. Connection bolts will install through the webs, not flanges.

3. Eave Struts: Eave struts shall be unequal flange cold-formed "C" sections.

D. Bracing:

1. Provide wind bracing, rafter bracing, sheeting angles where required.
2. Diagonal Bracing: Diagonal bracing in the roof shall be used to remove longitudinal loads from the structure. This bracing will be furnished to length and equipped with bevel washers and nuts at each end. It may consist of rods threaded each end or galvanized cable with suitable threaded end anchors. If load requirements so dictate bracing may be of structural angle and/or pipe, bolted in place.
3. Flange Braces: The compression flange of all primary framing shall be braced laterally with angles connecting to the webs of purlins or girts so that the flange compressive stress is within allowable limits for any combination of loading

1.7 FIRE SUPPRESSION

- A. Fire suppression and fire rated construction for hangars shall be provided in accordance with State and local Building Codes and the requirements of the local Fire Marshal.

- B. Construction of fire lines and fire hydrants shall be in accordance with State and local Building Codes and the requirements of the local Fire Marshal.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store prefabricated components, sheets, panels, and other manufactured items so they will not be damaged or deformed. Stack materials on platforms or pallets, covered with tarpaulins or other suitable weather-tight ventlated covering. Store metal sheets or panels so that water accumulations will drain freely. Do not store sheets or panels in contact with other materials which might cause staining.

- 2. Each hangar door panel shall be provided with a 3'-0" x 6'-8" steel entry door for personnel use. Provide keying of locks as directed by Owner.
- 3 Doors shall have a rubber seals to provide a water tight door.
- 4. The hangar doors shall be coordinated for design and furnished by the manufacturer of the building structural system for complete integration.
- 5 The door framing shall be designed to carry its own dead load and resist horizontal wind pressure as specified by code.
- 6. Door insulation shall be the same as wall panel insulation.
- 7 Sliding doors and manually operated hangar doors are prohibited.

G Hollow Metal Doors and Frames.

- 1 Where indicated in these specifications, provide exterior hollow metal door, frames and hardware (see below) with aluminum threshold. The door dimensions are as follows

Width:	3'-0"
Height	6'-8"
Thickness:	1-3/4"

- 2. Hardware to include 1-1/2 pair ball bearing butts, overhead closer, weather stripping, and heavy-duty cylinder lock set. Provide keying of locks as directed by Owner
- 3. Hollow metal doors and frames shall conform to SDI 100-76, Recommended Specifications, Standard Steel Doors and Frames, for minimum requirements
- 4 Personnel doors shall have fire exit signs with battery backups above each door, per the requirements of State and Federal building and fire code

H Electrical:

- 1 A locking, electric panel board shall be installed inside one of the end hangar units
The location of the panel board shall be coordinated with local building inspections department and is subject to the approval of the Owner Distribution panel shall be appropriately sized for the loads (200 amp minimum)
- 2 Interior lighting in each T-hangar bay shall consist of a minimum of three (3) 4 ft. long, LED, linear light fixtures designed for low-bay installation, meeting the following requirements:

- a Maximum of 40 watts rating per fixture
- b Suitable for damp locations
- c. 80+ CRI rating at 4,000K
- d 120° beam angle or wider
- e Minimum 2700 lumens
- f Lighting configuration should provide illuminance of approximately 10 foot-candles
- g Lights shall be instant-on and provide flicker free lighting
- h Switch shall be located adjacent to personnel door and shall be in accordance with State, Local, and Federal requirements.

Alternate lighting fixtures which provide equal or better illumination may be submitted to Owner for review and approval.

- 3 Each T-hangar bay shall be equipped with a minimum of three (3) 110V receptacles Receptacles shall be evenly spaced throughout the bay
- 4. Exterior lighting shall consist of building-mounted flood lights Lights shall be 250 watt high pressure sodium flood lights. Each light is to include a fixed hood/visor, white finish, and shall be equipped with motion detectors adjustable up to a one-hour delayed "off" All exterior lighting power shall be activated by one single photocell oriented to northern sky and mounted on exterior of the building. Alternate lighting fixtures which provide equal or better illumination may be submitted to Owner for review and approval. A minimum of one light fixture for every two units/bays shall be provided. In addition, one exterior fixture shall be provided on each end of the T-hangar building.
- I Plumbing: T-hangar building shall be equipped with one hose bib on each end of the building.
- J Signage: Exterior signage will not be allowed on T-hangar buildings.

be 100% solids, butyl-based elastomeric tape sealer, furnished in roll form or pre-cut to length. Sealant used to the eave shall be pre-compressed expanding foam sealant tape.

- 4. Joint sealant material shall be as recommended by manufacturer to seal all side and end laps in metal sheets and panels, at ridges, bolt holes before inserting fasteners, for all flashings and corner closure sheets and elsewhere as necessary to provide watertight construction.
- 5. Closures: Inside and outside semi-rigid cross-linked polyethylene foam closure shall be provided as required to provide a bird proof building. Inside closure shall be self-adhesive.

C. Gutter, Flashing, and Downspouts:

- 1. Metal gutter and downspouts sizes and spacing to be determined by building manufacturer. Unless otherwise approved by the Owner, downspouts shall be connected to storm drainage system. If downspouts cannot be connected to storm drainage system, adequate splash pads must be provided at each outlet to prevent erosion. Proposed splash pad must be approved by the Owner.
- 2. Gutters and Flashing. All standard exterior gutters, rake flashing and downspouts are 26 gauge galvalume steel, with painted finish to match.
- 3. Flashing and Trim. Flashing at the rake (parallel to roof panels) and high eave shall not compromise the integrity of the roof system by restricting movement due to thermal expansion and contraction. The panel manufacturer shall supply the flexible membranes if applicable.
- 4. Installation. Erection of the roof system shall be in complete accordance with the manufacturer's erection manual.

D. Finishes:

- 1. Painting. All interior exposed structural steel shall receive two coats shop primer. All exterior surfaces of the hangars and hangar doors for all exterior wall and roof sheeting shall be factory-painted with a Thermoset coating system composed of polyester resin which has been modified with a silicon resin equal to MS Color Fast 30. All interior surfaces of metal siding, hangar doors, and panels shall be galvanized. All interior divider wall panels shall be galvanized, both sides.
- 2. Colors shall be as selected by the Owner from the manufacturers' standard selection. Developer shall submit color swatches to Owner for selection.

PART 3 – CORPORATE HANGAR REQUIREMENTS

3.1 GENERAL

- A. This section shall apply to any size box or corporate hangar to be constructed on the Airport.

3.2 MANUFACTURERS

- A. Corporate hangar shall be supplied by a manufacturer meeting the requirements of Section 11 C. of this specification.

3.3 MATERIALS

A. Sheeting Materials

- 1. Roof sheets shall be 26 gauge galvalume coating conforming to ASTM specification A-792 with panel configuration with 1-1/8" min. high major ribs 12" on center. Panel coverage shall be 36" and shall be furnished full length from building eave to ridge purlin. A pre-formed ridge cap shall be provided.
- 2. Wall sheet shall be 26 ga. galvalume coating conforming to ASTM specification A446. Panel configuration shall be 1-1/8" min. major ribs 12" on center. Wall sheet shall be furnished full height.
- 3. Building trim shall include eave trim, gable trim, corner trim, service door trim, bracing hangar door trim. All trim shall be 26 ga. and manufactured of flat stock material equal in quality to wall sheets and color as selected from manufacturer's standard color chart. Trim pieces shall be packaged for shipment at factory.
- 4. All standard exterior gutters, rake flashing, and downspouts shall be 26 gauge galvalume steel, with painted finish to match.
- 5. Interior walls shall have liner panels a minimum of 8 feet high. Liner panels shall be 29 gauge steel or shall be clad with fiberglass panels. Panels shall be provided from the manufacturer in white, unless otherwise approved by Owner.

B. Sealants and Closures

- 1. All gutter and downspout joints, rake flashing laps, and ridge flashing laps, shall be sealed with pigmented caulk of butyl rubber base to match the color.
- 2. Factory applied sealant used in panel side laps shall be a hot melt, foamable mastic.
- 3. Field applied sealant used at the end laps, ridge assembly, and gable flashings shall

the completed door section assembly will be adequately braced to withstand design loads

- 4
- Top guides shall be either the fixed type or the telescoping type depending on the amount of specified building vertical deflection. Fixed type shall have permanently lubricated rollers that engage both sides of the web of the top track wide flange beam and allow for vertical deflection between the flanges. Telescoping type shall have both vertical and horizontal permanently lubricated rollers that engage both sides of the web of the top track wide flange beam and have the predetermined amount of vertical travel built into the telescoping design of the guide assembly
- 5
- Bottom rail system shall consist of 25 lb/yard ASCE rail with rail supports of hot or cold rolled angles with a minimum yield strength yield of 36,000 psi supported during erection by A307 anchor bolts with double nuts intended for leveling. Anchor bolts specified by manufacturer and furnished by contractor
- 6
- Bottom wheels Each door section shall have two double flange solid steel wheels of a diameter capable to handle the load of the door Each wheel shall be equipped with tapered roller bearings capable of transmitting both vertical and horizontal loads Bearings shall be provided with grease seals. Wheels shall be removable from the housing without the need to remove the door from its position on the rail.
- 7
- Provide weather stripping that is easily replaceable on the horizontal bottom and vertical edges of the door. Material shall be EPDM with cloth insertion and be attached 12" O.C
- 8
- Exterior door paneling and trim shall match the building wall panels.
- 9
- Door insulation shall be the same as wall panel insulation
- 10
- Fasteners shall be A-325 for all door framing connections.
- 11
- All door framing shall be stop primed the same as the structural framing members.
- 12
- Door system shall include rail drains

G Hollow Metal Doors and Frames:

1.
- Where indicated in these specifications, provide exterior hollow metal door, frames and hardware (see below) with aluminum threshold. The doors dimensions are as follows:

Width:	3'-0"
Height:	6'-8"

- 3
- Any façade or wainscoting proposed by the Developer shall be reviewed and approved by the Owner. Owner reserves the right to reject the use of a façade other than the standard metal sheeting

E. Insulation:

- 1
- Exterior walls, doors, and roof shall be insulated.
2.
- Insulation shall be glass fiber blanket insulation, complying with ASTM C991, of 0.5 lbs. per cu.ft. density, R-13 minimum insulation value, with UL flame spread classification of 25 or less and 2 inches wide continuous vapor-tight edge tabs
- 3
- Insulation shall have scrim reinforced white vinyl facing
4.
- Vapor barrier shall have a permeance of not greater than 0.10 perms.
- 5
- Retainer strips for insulation shall be 26-gauge formed galvanized steel retainer clips, colored to match the insulation facing.
6.
- Insulation shall be installed tightly, without sagging Install insulation concurrently with installation of roof panels in accordance with manufacturer's directions. Install blankets straight and true in one-piece lengths with both sets of tabs sealed to provide a complete vapor barrier Locate insulation on underside of roof sheets, extending across the top flange of purlin members and held taut and snug to roofing panels with retainer clips. Install retainer strips at each longitudinal joint, straight and taut, nesting with roof rib to hold insulation in place.
- 7
- Insulation for conditioned spaces, including offices and restrooms, shall be in accordance with current building code and energy conservation code regulations Insulation rating shall meet the requirements identified in Table 502.1 2 or Table 502.2(1) of the North Carolina Energy Conservation Code

F. Bottom Rolling Hangar Doors:

1.
- The hangar doors shall be designed for complete integration with the building.
2.
- The door framing shall be designed to carry its own dead load and resist horizontal wind pressure as specified by code.
- 3
- Main members both vertical and horizontal shall be of continuous sections of new hot rolled structural steel equal to or exceeding ASTM A-36 and comply with AISC specifications. Cold-formed C and Z shapes shall be used only for girts and interior bracing and not as structural framing members. All framing members shall be true to dimension and square in all directions. Diagonal bracing shall be provided so that

- h. Switches shall be located adjacent to all personnel doors and shall be in accordance with State, Local, and Federal requirements. Lights shall be configured on a minimum of 2 circuits.

Alternate lighting fixtures which provide equal or better illumination may be submitted to Owner for review and approval.

- 3 110V duplex receptacles shall be provided on each wall of the hangar Receptacles shall be spaced not more than 30 feet apart.
- 4 Exterior lighting shall consist of building-mounted flood lights, meeting the following requirements:

- a. Lights shall be 250 watt high pressure sodium flood lights.
- b. Each light is to include a fixed hood/visor.
- c. Finish of fixtures shall be reviewed and approved by the Owner.
- d. All exterior lighting power shall be activated by one single photocell oriented to northern sky and mounted on exterior of the building
- e. Alternate lighting fixtures which provide equal or better illumination may be submitted to Owner for review and approval.
- f. A minimum of two fixtures shall be provided on the front of the hangar, facing the aircraft apron. In addition, an exterior light shall be provided over each personnel door and adjacent to each utility door

- 5 Hangars 6,400 sq ft. or larger shall be provided with a minimum of 2 electrical outlets for use in charging a Ground Power Unit (GPU) capable of delivering a minimum of 28 volts of DC

- 6. See section K below for restroom electrical requirements.

- 7. See section L below for office space electrical requirements

- 8 One, double, steady-burning, red obstruction light (L-810) meeting the requirements of FAA Advisory Circular 70/7460-1L Obstruction Lighting and Marking, and FAA Advisory Circular 150/5345-43G Specification for Obstruction Lighting Equipment, shall be installed on the hangar roof Light shall be installed on the airside face of the hangar at the highest point of the roof line.

Thickness: 1-3/4"

- 2. Hardware to include 1-1/2 pair ball bearing butts, overhead closer, weather stripping, and heavy-duty cylinder lock set. Provide keying of locks as directed by Owner.
- 3 Hollow metal doors and frames shall conform to SDI 100 for minimum requirements.
- 4 Personnel doors shall have fire exit signs with battery backups above each door, per the requirements of State and Federal building and fire code
- 5. Exact location of personnel doors for egress shall be per Code requirements.

H Utility Doors

- 1 Provide a slide-up or roll-up metal utility door, frames and hardware. The utility door should be installed on the back wall of the hangar, opposite of the main hangar door. The minimum door dimensions are as follows:

Width.	10'-0"
Height	10'-0"
Thickness:	26 gauge galvanized steel

- 2 Mechanically or manually operated utility doors will be acceptable.

- 3 A minimum 10'x 10' concrete pad shall be installed adjacent to the utility door

I Electrical:

- 1 All electrical work must be performed by a contractor licensed to perform electrical work in the State of North Carolina.
- 2 Interior lighting in corporate hangar shall consist of LED light fixtures designed for high-bay installation, meeting the following requirements:

- a. Maximum of 300 watts rating per fixture
- b. Suitable for damp locations
- c 70+ CRI rating at 4,000K
- d. 120° beam angle or wider
- e Minimum 20,000 lumens
- f Lighting configuration should provide illuminance of approximately 50 foot-candles
- g. Lights shall be instant-on and provide flicker free lighting

J Plumbing:

- 1 Hangars larger than 3,600 sq.ft shall be provided with two utility sinks located on opposite walls on the interior of the building. Sinks shall be equipped with hot and cold water An interior hose bibb shall be installed adjacent to each sink.
2. Two hose bibbs shall be installed on the exterior of the building. Hose bibbs shall be located on opposite walls

K. Restroom: All corporate hangars shall be provided with one restroom space. Restroom shall meet the following requirements, at a minimum.

- 1 Restrooms are considered conditioned spaces and must meet all applicable code requirements. Developer must provide heating and air conditioning for restroom
2. Restroom facility shall meet North Carolina Handicap Code and ADA requirements
- 3 Walls and ceiling of restroom shall be minimum 5/8” gypsum wall board or as required by code official, finished and painted with primer and two coats of latex enamel, semi-gloss paint. All interior walls shall have a 4” rubber base
4. Flooring shall be polished concrete. Use of vinyl composition tile or other materials may be submitted to Owner for review and approval.
5. Toilet shall be enclosed in a handicap accessible restroom stall.
- 6 Sink shall be standalone adjacent to restroom stall.
- 7 Electric, 1 5 GPM point-of-use tankless water heater shall be installed at the restroom sink.
- 8 Shower facilities are optional. Any shower facility provided shall meet the North Carolina Handicap Code and ADA requirements. If shower facilities are provided, additional water heater capacity shall be provided.
- 9 All restroom fixtures shall be American Standard or Kohler commercial grade fixtures, or approved equal.
- 10 Ceiling vent fan vented to the exterior of the building
11. Restroom lighting shall consist of 40 W florescent light fixtures above the sink and other ceiling florescent lighting necessary for a 10 footcandle illumination level in the restroom area Florescent fixtures shall not have exposed tubes Light switch shall be located adjacent to the entry door.
12. One 110V duplex GFCI outlet shall be provided in the restroom.
- 13 Ceiling vent fan and lights shall be controlled by a single switch located adjacent to the restroom door
14. Door shall be 3'-0” x 6'-8” interior type as required for use and location. Hardware

- shall be locking and keyed
15. All waterline construction shall be in accordance with State, Local, and Federal requirements.
 16. All sanitary sewer line construction shall be in accordance with State, Local, and Federal requirements.
 - 17 Restroom shall have floor drain connecting to oil/water separator.

L Office: Inclusion of office space in corporate hangars is optional Office space shall meet the following requirements, at a minimum:

- 1 Offices are considered conditioned spaces and must meet all applicable code requirements Developer must provide heating and air conditioning for offices
- 2 Office space shall meet North Carolina Handicap Code and ADA requirements
- 3 Walls and ceiling of office shall be minimum 5/8” gypsum wall board or as required by code official, finished and painted with primer and two coats of latex enamel, eggshell or satin paint.
- 4 All interior walls shall have a 4” rubber base. Use of other baseboard materials may be submitted to the Owner for review and approval.
- 5 Flooring shall be polished concrete Use of vinyl composition tile or other materials may be submitted to Owner for review and approval
- 6 Office lighting shall consist of 40 W florescent light fixtures necessary for a 30 foot candle illumination level in each room of the office area. Florescent fixtures shall not have exposed tubes Light switch shall be located adjacent to the entrance to each room.
- 7 A minimum of one 110V duplex receptacle shall be provided on each wall of each individual room within the office space.
- 8 Door shall be interior type as required for use and location Hardware shall be locking and keyed.
- 9 Office space shall have a door leading to the exterior of the building Door shall be situated to open onto existing or proposed parking area, as shown on Airport’s Terminal Area Development Plan

M. HVAC. Hangar shall be equipped with a minimum of two power wall louvers and overhead fans to promote air circulation.

N Signage

- 1 Exterior signage is optional All signage plans must be reviewed and approved by the Owner.

1.

Clearly and legibly mark each piece and part of the assembly to correspond with previously prepared erection drawings, diagrams and instruction manuals.
- B

Structural Framing: Shop fabricate structural framing components to the indicated size and section complete with base plates, bearing plates and other plates required for erection, welded in place. Provide required holes for anchoring or connections either shop drilled or punched to template dimensions.
- C

Shop Connections: Provide power riveted, bolted or welded shop connections.
- D

Field Connections: Provide bolted field connections.
- 4.2

EXAMINATION
- A

Examine substrates, areas, and conditions, with Erector present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B

Before erection proceeds, survey elevations and locations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments to receive structural framing, with Erector present, for compliance with requirements and metal building system manufacturer’s tolerances.
- C

Proceed with erection only after unsatisfactory conditions have been corrected.

4.3 PREPARATION

- A.

Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition.
- B

Provide temporary shores, guys, braces, and other supports during erection to keep structural framing secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural framing, connections, and bracing are in place, unless otherwise indicated

4.4 ERECTION

- A

Framing. Erect structural framing true to line, level and plumb, rigid and secure. Level base plates to a true even plan with full bearing to supporting structures, set with double-nutted anchor bolts. Use a non-shrinking grout to obtain uniform bearing and to maintain a level base line elevation. Moist cure grout for not less than 7 days after placement.
- B.

Purlins and Girts: Provide rake or gable purlins with tight fitting closure channels and fascias. Secure structural framing and hold rigidly to a straight line by sag rods.

2.

Exterior sign will consist of one building-mounted sign facing the landside and/or one building mounted sign facing the airside. Height of individual letters in the sign shall be not more than 1/12 the height of the building. The total sign height shall be no more than 1/6 of the building’s elevation and the sign width no more than ¼ of the width of the entire side. Wording of these signs shall be restricted to recognized company signatures. Other inscriptions of an informational nature may be approved
- 3

Only wall mounted signs will be allowed. Signs shall not extend above the eaves of the building
4.

Proposed illumination of signs will be reviewed and approved on a case-by-case basis
- 5

The following types of signs are prohibited.

a.

Freestanding signs

b.

Roof signs

c.

Flashing, moving, animated, digital, or fluttering signs

d

Neon signs

e.

Portable signs

f

Inflatable signs

g.

Exterior signs containing excessive product or service advertising or trade names

h.

Flags, banners and pennants

i.

Billboards

O

Miscellaneous Appurtenances:

1

Outdoor trash areas shall be visually screened. Trash enclosures shall be designed and located so as not to be highly visible from adjacent streets and property

PART 4 – EXECUTION

4.1 FABRICATION

- A.

General. Design prefabricated components and necessary field connections required for erection to permit easy assembly and disassembly. Fabricate components in such a manner that once assembled, they may be disassembled, repackaged and reassembled with a minimum amount of labor

J Doors:

- 1 Hollow Metal Doors and Frames. Install doors and frames straight, plumb, and level. Securely anchor frames to building structure Set units with 1/8" maximum clearance between door and frame at jambs and head 3/4" maximum between door and floor. Adjust for proper operation.
- 2 Hangar Doors: Erect doors in accordance with manufacturer's recommendations and approved trade practice Doors shall be hung plumb and true to building and shall open in a smooth continuous motion without binding and warping. Adjust all rollers, cables, shafts, hinges, locks, cane bolts, etc., for proper operation.
- 3 Electrically Operated Bi-fold Doors Erect doors in accordance with manufacturer's recommendations and approved trade practice. Doors shall be hung plumb and true to building and shall open in a smooth continuous motion without binding and warping. Adjust all rollers, cables, shafts, hinges, locks, cane bolts, etc., for proper operation.
- 4 After completing installation of doors, test and adjust doors to operate easily, free of warp, twist, or distortion

K All OSHA safety requirements shall be adhered to including 100% fall protection when above 6'-0" working height

4.5 CLEANING AND PROTECTION

- A Repair damaged galvanized coatings on galvanized items with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B Touchup Painting: After erection, promptly clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted structural framing and accessories
- C Metal Panels: Remove temporary protective coverings and strippable films, if any, as metal panels are installed. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures
- D Doors and Frames: Immediately after installation, sand smooth rusted or damaged areas or prime coat and apply touchup of compatible air-drying primer. Immediately before final inspection, remove protective wrappings from doors and frames

END OF DIVISION 13

- C Bracing: Provide angle bracing in both roof and sidewalls as required to meet design criteria. Movement resisting frames may be used in lieu of sidewall rod bracing, to suit manufacturer's standards.
- D Where aluminum surfaces come in contact with ferrous metal or other incompatible metals, paint the incompatible metal with a coating of heavy-bodied bituminous paint.
- E Apply sheets or panels for exterior wall construction with the ribs or corrugations in a vertical position. All side and end laps shall be sealed with joint sealant as specified in this section. The placement of closure strips, flashing and sealing materials shall be accomplished in an approved manner which will assure complete weather-tightness.
- F All roofing sheets or panels shall be applied with the corrugations or ribs parallel to the slope of the roof. Roofing sheets or panels shall be supplied in the longest lengths obtainable with the end laps occurring only at the structural members, with no transverse joints. All side laps shall be laid away from the prevailing wind, and all side and end laps shall be sealed with the joint sealing specified in this section.
- G Apply sheets or panels for interior wall construction with the ribs or corrugations in a vertical position.
- H. Minimum side laps for all types of sheets or panels shall be one or more corrugation or rib. Minimum end laps for all types of sheets or panels shall be 2-1/2"
- I. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual". Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

1 Install exposed flashing and trim that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance

2 Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints)
- 3 Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to panel as recommended by manufacturer.

property, unless otherwise approved by the Owner

- F. All areas to be graded shall be stripped of vegetation and topsoil Topsoil shall be stockpiled temporarily for future use

3.2 COMPACTION REQUIREMENTS

- A. The subgrade under areas to be paved or areas where buildings are to be constructed shall be compacted to the depth and density as shown in the table below The material to be compacted shall be within +/- 2% of optimum moisture content before beginning rolling to obtain the prescribed compaction.

Table 1: Minimum Subgrade Compaction Requirements

Landside	Asphalt	-	Standard (ASTM D698)	12"	98%
	Asphalt or PCC	30,000	Standard (ASTM D698)	12"	98%
	Asphalt or PCC	50,000	Standard (ASTM D698)	12"	98%
Airside	Asphalt or PCC	60,000	Standard (ASTM D698)	12"	98%
	PCC	75,000	Modified (ASTM D1557)	12"	100%
	PCC	100,000	Modified (ASTM D1557)	12"	100%

*Minimum Requirement

- B Owner will conduct acceptance sampling and testing as outlined in FAA Item P-152 If testing reveals that construction does not meet the applicable specifications, construction activities shall stop until a mutually acceptable solution can be reached.

3.3 STRUCTURAL FILL

- A Off-site borrow for structural fill should consist of soils having USCS designations of SC, SM, SP, or SW The material should also have a maximum plasticity index of 15 percent, be free of debris, and must have less than 3% organics. The material should have a modified Proctor maximum dry density (MDD) of at least 115 pcf. These soils should have a CBR value of at least 15 percent when compacted to at least 95% of their modified Proctor MDD at their optimum moisture content

DIVISION 31 – EARTHWORK

PART 1- GENERAL

1.1 SUMMARY

- A. This section includes earthwork required to construct hangar buildings, airside pavement, parking lots, and access roads
- B Grading shall be in conformance with the Airport’s Terminal Area Development Plan.
- C The contractor will be responsible for all site safety and for following the appropriate OSHA guidelines

1.2 REFERENCES

- A FAA Advisory Circular 150/5370-10 (current edition) - Standards for Specifying Construction of Airports.
- B. See Appendix A, Geotechnical Exploration Report.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A Division 32 Exterior Improvements

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 GENERAL

- A All earthwork shall be completed in accordance with Item P-152 of FAA AC 150/5370-10
- B. Grades shall be maintained so that the surface is well drained at all times.
- C Developer shall be prepared to provide dewatering to maintain groundwater levels below bottom of excavation areas.
- D The existing soils onsite are suitable for use as structural fill only when dry When wet, the contractor shall be required to disk, or use other approved methods, to dry the soils prior to use as fill material.
- E All excess material generated from grading operations shall be disposed of off airport

3.4 EMBANKMENT

- A All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6" and shall then be compacted as indicated in paragraph 3.2, above.
- B Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12" and compacted as specified for the adjacent fill.
- C Embankments shall be formed in successive horizontal layers of not more than 8" in loose depth. The material in each layer shall be within +/- 2% of optimum moisture content before rolling to obtain the prescribed compaction

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END OF DIVISION 31

PART 2 - PRODUCTS

2.1 PAVEMENT SECTIONS AND MATERIALS

- A. Parking Lots and Access Roads

1

Access roads and parking lots shall be asphalt pavement. Use Superpave mix design conforming to Section 610 of NCDOT Standard Specifications.

2

The pavement section for access roads and parking lots shall consist of the following minimum thicknesses:

a

Surface Course - 3" NCDOT Asphalt Pavement (SF-9.5A), placed in two 1 1/2" lifts, with tack coat between lifts

b

Base Course - 6" NCDOT Crushed Aggregate Base Course (CABC)

c

Compacted subgrade
- B. Airside Pavement (T-Hangars)

1

Airfield pavement in the T-Hangar area shall be either asphalt concrete or Portland cement concrete (PCC) pavement. Pavement shall be designed and constructed in accordance with FAA Items designated below, as defined in AC 150/5370-10.

2

Reclaimed asphalt pavement (RAP) will not be allowed in airside pavement

3

Asphalt pavement sections shall consist of the following minimum thicknesses:

a

Surface Course - 4" FAA Bituminous Surface Course (FAA P-401), placed in two 2" lifts, with tack coat (FAA P-603) between lifts.

b

Base Course - 8" FAA Crushed Aggregate Base Course (FAA P-209)

c

Compacted subgrade
- C. Airside Pavement (Corporate Hangars)

1

Airfield pavement in the Corporate Hangar area must be PCC, constructed in accordance with FAA P-501

2

Concrete aprons designed for aircraft weighing 30,000 lbs. or less shall have a minimum 28-day compressive strength of 4,400 psi.

3

Concrete aprons designed for aircraft weighing over 30,000 lbs shall have a minimum flexural strength of 650 psi.

DIVISION 32 - EXTERIOR IMPROVEMENTS

PART 1- GENERAL

1.1 SUMMARY

- A. Section Includes.

1

Asphalt Paving

2

Concrete Paving

3

Concrete Sidewalks

4

Seeding and Mulching

5

Site Restoration
- 1.2 REFERENCES

A.

NCDOT Standard Specifications for Roads and Structures (current edition) published by the North Carolina Department of Transportation

B

FAA Advisory Circular 150/5370-10 (current edition) - Standards for Specifying Construction of Airports.
- 1.3 SUBMITTALS

A.

Submit product information and mix design for asphalt and concrete pavements.

B

Product Data:

1.

Aggregate certifications

2.

Asphalt binder certifications

3

Joint materials, admixtures, and curing compounds

4.

Grass seed mixture

1.4 RELATED WORK SPECIFIED ELSEWHERE

- A.

Division 03 Concrete
- B.

Division 31 Earthwork

4.

A 5'x5' concrete pad shall be constructed outside of any personnel door which does not exit onto a turfed area

2.2 SEEDING AND MULCHING

A. Seeding, lime, fertilizer, and mulch shall be in accordance with Items T-901 and T-908 of FAA AC 5370-10

B. The use of Bahiagrass is not permitted.

C. Temporary Seed for December 1- April 15 shall meet the following requirements:

- 1

Rye (grain) applied at 120 lbs/acre
2.

Annual Kobe Lespedeza applied at 50 lbs/acre
- 3

Apply 2,000 lbs/acre ground agricultural limestone and 750 lbs/acre of 10-10-10 fertilizer.

D Temporary Seed for April 15 – August 15 shall meet the following requirements:

- 1

German Mullet applied at 40 lbs/acre
- 2

Apply 2,000 lbs/acre ground agricultural limestone and 750 lbs/acre of 10-10-10 fertilizer

E. Temporary Seed for August 15 – December 30

- 1

Rye (grain) applied at 120 lbs/acre
- 2

Apply 2,000 lbs/acre ground agricultural limestone and 1,000 lbs/acre of 10-10-10 fertilizer

F. Permanent Seed for April 15 – June 30 shall meet the following requirements:

1.

Common Bermuda Grass applied at 80 lbs/acre
2.

Apply 4,000 lbs/acre ground agricultural limestone and 1,000 lbs/acre of 10-10-10 fertilizer

G Permanent Seed for August 25 – September 15 shall meet the following requirements:

- 1

Blend of two turf-type tall Fescues (90%) and two or more Kentucky Bluegrass varieties (10%) applied at 250 lbs/acre.
- 2

Apply 4,000 lbs/acre ground agricultural limestone and 1,000 lbs/acre of 10-10-10 fertilizer.

H. Apply 4,000 lbs/acre of straw mulch. Anchor straw by tacking with asphalt, netting, or mulch anchoring tool.

4 Cement shall conform to the requirements of ASTM C150 Type I.

5 See table below for minimum PCC pavement thicknesses based on aircraft design weights.

30k	6	4	195	12.5	
45k	7	4	195	15	
60k	9	4	195	15	
75k	10	4	195	20	

6 Concrete floor slabs shall be reinforced with a minimum 6x6 welded wire fabric, furnished in flat sheets only, conforming to the requirements of ASTM A1064, or bar mats conforming to the requirements of ASTM A184 or A704.

7 The ratio of the longest side of a slab to the shortest side of a slab shall not exceed 1.25

8. Pavement joints shall be constructed in accordance with FAA AC 150/5320-6

9 Concrete joint sealer shall meet the requirements of FAA Item P-605 Joint sealants shall be Dow Corning 888-SL, or 890-SL, as applicable, or approved equal.

10 The Owner shall review the Developer’s selected pavement design weight in relation to the dimensions of the proposed hangar building. At the Owner’s discretion, the Developer may be required to provide concrete pavement designed for a heavier aircraft.

11. Expansion of the main concrete aircraft apron, required to accommodate hangar construction, as shown on the Airport’s Terminal Area Development Plan, shall be constructed for a minimum aircraft weight of 75,000 lbs

D Sidewalks

1 Sidewalks shall be constructed of PCC in accordance with FAA P-610

2. Concrete for sidewalks shall have a minimum 28-day compressive strength of 3,000 psi.

3. Concrete sidewalk shall be a minimum 4” thick and shall be constructed 5’ wide.

- C All disturbed areas shall be seeded and stabilized within 14 calendar days of completion of grading operations.
- D Cover seeded slopes where grade is greater than 4H: 1V with erosion control fabric Lay fabric smoothly on surface, bury top end of each section in 6” deep excavated topsoil trench Overlay edges and ends of adjacent rolls minimum 12 inches Backfill trenches and rake smooth, level with adjacent soil. Secure outside edges and overlaps at 36” intervals with stakes
- E. Refertilize if growth is not fully adequate. Developer shall be responsible for achieving a vigorous stand of permanent grass
- F. Reseed, refertilize, and mulch immediately following erosion or other damage.

END OF DIVISION 32

2.3 LANDSCAPING

- A Landscaping of the premises is required for corporate hangars. A plan for landscaping the premises shall be submitted to the Owner for its review and approval
- B Careful review will be placed on the plant material selection Plant materials that attract birds and other wildlife are prohibited.
- C Developer shall be responsible for maintaining the landscaping

PART 3 - EXECUTION

3.1 PAVEMENT PREPARATION

- A. Asphalt and concrete paving operations must adhere to the weather limitatons detailed in the applicable specifications listed above
- B. Stone base shall not be placed until underlying subgrade has been reviewed and accepted by the Owner and/or the Owner’s Consulting Engineer.
- C Asphalt and concrete pavements may not be placed until Owner and/or Owner’s Consulting Engineer has reviewed and accepted the preparation of the underlying subgrade and stone base.

3.2 PAVEMENT CONSTRUCTION

- A Owner will conduct acceptance sampling and testing as outlined in the above specifications If testing reveals that construction does not meet the applicable specifications, construction activities shall stop until a mutually acceptable solution can be reached.
- B No abrupt change in grade will be allowed between concrete hangar floor and adjacent asphalt or concrete pavement. A smooth transition is required.
- C All pavements shall be constructed to drain away from hangar building

3.3 SITE RESTORATION

- A All disturbed areas, including haul routes, staging areas, and stockpiles shall be restored to a smooth line and grade with positive drainage Disturbed areas shall be smooth graded to allow for ease of mowing.
- B All disturbed areas shall be seeded and mulched.

1.4 RELATED WORK SPECIFIED ELSEWHERE

- A Division 13 ~ Special Construction ~ Pre-Engineering Hangar Buildings

PART 2 - PRODUCTS

2.1 STORMWATER DRAINAGE SYSTEM

- A. Stormwater pipes shall be sized and installed per the Owner’s adopted Terminal Area Development Plan.
- B Developer shall submit proposed stormwater drainage plan to Owner for review and approval for any proposed development in the T-hangar area
- C All stormwater pipe shall be constructed in conformance with the requirements of Item D-701 of FAA AC 150/5370-10.
- 1 Reinforced concrete pipe shall meet the requirements of ASTM C76 Pipe installed under pavements to be used by aircraft shall be Class IV Pipe installed under parking lots, access roads, and in turfed areas shall be Class III.
- 2 Corrugated polyethylene pipe shall meet the requirements of AASHTO M294.
- 3 Rigid pipe shall have Class B bedding.
- D All stormwater structures shall be installed in conformance with the requirements of Items D-751 and D-752 of FAA AC 150/5370-10
- E Unless otherwise approved by the Owner, downspouts shall be connected to the storm drainage system If downspouts cannot be connected to storm drainage system, adequate splash pads must be provided at each outlet to prevent erosion Proposed splash pad must be approved by the Owner.

2.2 SANITARY SEWER SYSTEM

- A Sanitary sewer service shall include force main, gravity lines, wyes, saddles, bends, and appurtenances required for proper installation and complete and approved system
- B. All materials shall meet the requirements of the local utility
- C Maintain 3-foot minimum depth of cover over pipe. Sanitary sewer lines shall have a minimum separation of 18” vertical and 10’ horizontal from water lines Sanitary sewer lines shall have a minimum separation of 12” vertical from storm sewers.
- D. Sanitary sewer manholes, if necessary, shall be reinforced, precast manholes meeting the requirements of ASTM C478.

DIVISION 33 ~ UTILITIES

PART 1- GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1 Stormwater drainage
 - 2. Sanitary sewer
 - 3 Waterline service
 - 4. Power service
 - 5 Data / telephone
- B. Developer shall be responsible for individual connection to all utilities and shall have meters for water and electrcity for each hangar building.
- C All utility layouts must conform to the Airport’s Terminal Area Development Plan and be approved by the Owner and the Owner’s Consulting Engineer
- D Developer shall be responsible for coordination with utility companies and shall be responsible for any costs associated with permits, taps, meters, transformers, or other costs associated with establishing service.
- E. All development on airport property must follow the Owner’s Rules & Regulations, Stormwater Pollution Prevention Plan (SWPPP), and Spill Prevention Control and Countermeasure Plan (SPCC)

1.2 REFERENCES

- A FAA Advisory Circular 150/5370-10 (current edition) - Standards for Specifying Construction of Airports

1.3 SUBMITTALS

- A. Submit manufacturer’s Product Data Sheets for each product to be used in the work.
- B. Submit product information and construction and installation details for proposed oil/water separator.
- C. Submit product information and installation details for grinder pump

- D Developer shall be required to install fire line and fire hydrant as required per the Airport's Terminal Area Development plan and the local Fire Marshall.
- E. Maintain 3-foot minimum depth of cover over pipe.
- F Plastic ribbon and trace wire tape shall be installed over water lines. Ribbon shall be brightly colored blue continuously printed with "Water Service" in large letters, minimum 6 inches wide by 4 mils thick, with magnetic detectable conductor manufactured for direct burial service.

2.4 POWER SERVICE

- A The Developer shall provide and coordinate electric power supply to all buildings with the local utility Existing power supply at the airport is 3-phase, 208 V Developer will be responsible for any cost associated with extending power service or installation of any required transformers
- B All permanent power lines shall be installed underground
- C Temporary overhead power shall only be permitted during construction.

2.5 DATA/TELEPHONE SERVICE

- A. The Developer shall provide and coordinate data/telephone service to all corporate hangars.
- B Data/telephone service shall be provided to each office space incorporated into a corporate hangar
- C T-hangar buildings will not require data/telephone service
- D All data/telephone lines shall be installed underground.

PART 3 – EXECUTION

3.1 STORMWATER SYSTEM

- A. Stormwater pipe and structures shall be installed in accordance with Items D-701, D-751, and D-752 of FAA AC 150/5370-10

3.2 TRENCHING

- A. Excavate subsoil required for utilities Remove lumped subsoil, boulders, and rock.

- E Plastic ribbon and trace wire tape shall be installed over water lines. Ribbon shall be brightly colored green continuously printed with "Sanitary Sewer" in large letters, minimum 6 inches wide by 4 mils thick, with magnetic detectable conductor manufactured for direct burial service.
 - F Each corporate hangar shall have a dedicated oil/water separator as shown on the Owner's Terminal Area Development Plan.
 - G All corporate hangars must have a minimum of one appropriately sized trench drain in the main hangar bay, which drains to the oil/water separator. Trench drain system shall be HDPE or fiberglass, 4" inner diameter, drain system with frame and grate rated for aircraft loading Trench drain systems shall be one of the following, or approved equal
 - 1 Zum Z886 Perma-Trench System with DGE or FGF grate
 - 2 Eric'sons Dura Trench DTPF-HDBP
 - H All restrooms must have a floor drain which drains to the oil/water separator
 - I. Oil/water separator shall be, at a minimum, Proceptor OMC 300 without a coalescer, or Proceptor OMC 150 with a coalescer, or approved equal. A larger oil/water separator may be required based on actual use and activities proposed for the hangar by the Developer.
 - J Each corporate hangar shall have a grinder pump station to pump wastewater to the sewer main
 - K Minimum grinder pump shall be model DH151-74, manufactured by E-ONE, or approved equal A larger pump may be required based on actual usage proposed by Developer
 - L. Force main discharge pipe from grinder pump shall be 1 ¼" diameter, for use with DH151-74 pump. If a larger grinder pump is necessary, force main discharge pipe shall be sized to meet the requirements of the grinder pump
- 2.3 WATER SERVICE
- A Water service connections shall include tapping the main line and providing all saddles, corporation stops, fittings, service lines, copper setters, meters, meter boxes, backflow preventers, and other incidentals required for proper installation and complete and approved system
 - B. All materials shall meet the requirements of the local utility company.
 - C. Water service pipe sizes shown on the Airport's Terminal Area Development Plan are minimum requirements. Developer may need larger pipe sizes depending on the expected water usage for the hangar.

3.3 SHEETING AND SHORING

- A. Sheet, shore, and brace excavations to prevent danger to persons, structures, and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil
- B. Support trenches more than 5 feet deep excavated through unstable, loose, or soft material Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.
- C. Design sheeting and shoring to be removed at completion of excavation work unless approved by Engineer
- D. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.
- E. Repair damage to new and existing Work from settlement, water, or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing.

3.4 SURFACE WATER CONTROL

- A. Control and remove unanticipated water seepage into excavation
- B. Provide ditches, berms, and other devices to divert and drain surface water from excavation area as indicated on drawings
- C. Divert surface water and seepage water within excavation areas into sumps or settling basins prior to pumping water into drainage channels and storm drains.

3.5 DEWATERING

- A. Design and provide dewatering system to permit Work to be completed on dry and stable subgrade
- B. Operate dewatering system continuously until backfill is minimum 2 feet above normal ground water table elevation.
- C. Modify dewatering systems when operation causes or threatens to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells
- D. Discharge ground water and seepage water within excavation areas into sumps or settling basins prior to pumping water into drainage channels and storm drains.

- B. Perform excavation within 48 inches of existing utility service in accordance with utility's requirements.
- C. Remove water or materials that interfere with pipe installation.
- D. Trench Width Excavate bottom of trenches maximum 16 inches wider than outside diameter of pipe
- E. Excavate trenches to depth required for installation of pipe as shown on the Airport's Terminal Area Development Plan. Provide uniform and continuous bearing and support for bedding material and pipe.
- F. Maintain vertical faces to an elevation equal to 12 inches above top of pipe
 - 1. When Project conditions permit, side walls may be sloped or benched above this elevation
 - 2. When side walls cannot be sloped, provide sheeting and shoring to protect excavation as specified in this Section
- G. Support Utilities and Structures
 - 1. Keep trench width at top of trench to practical minimum to protect adjacent or crossing utility lines.
 - 2. Support utilities crossing trench by means acceptable to utility company
 - 3. Do not interfere with 45-degree bearing splay of foundations.
 - 4. Provide temporary support for structures above and below ground
- H. When subsurface materials at bottom of trench are loose or soft, excavate to firm subgrade or to depth directed by Engineer.
 - 1. Cut out soft areas of subgrade not capable of compaction in place
 - 2. Backfill with foundation stone and compact to density equal to or greater than requirements for subsequent backfill material.
- I. Trim Excavation Hand trim for bell and spigot pipe joints where required. Remove loose matter.

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3.6 BEDDING AND BACKFILL

- A Place No 57 pipe bedding material full width of trench to a depth of 6” and compact to 95 percent maximum density Excavate for pipe bells
- B Install utility pipe and conduit in accordance with the utility company requirements
- C Support pipe uniformly along entire length of pipe.
- D Backfill trenches to contours and elevations with unfrozen fill materials Backfill shall be compacted to 95% of maximum density
- E Place fill material in continuous 8” loose layers and compact.
- F Employ placement method that does not disturb or damage utilities in trench or foundation perimeter drainage.
- G Maintain optimum moisture content of fill materials to attain required compaction density
- H Protect open trench to prevent danger to the public.

3.7 OIL/WATER SEPARATORS AND GRINDER PUMPS

- A Oil/water separators and grinder pump stations shall be installed per manufacturer’s recommendations

3.8 MAINTENANCE

- A Maintenance of oil/water separators and grinder pumps shall be the responsibility of Developer
- B Developer shall be responsible for costs associated with annual testing of backflow preventers, as required by Duplin County.

END OF DIVISION 33

APPENDIX A

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September 2, 2015

W K Dickson & Company, Inc
720 Corporate Center Drive
Raleigh, North Carolina 27613

Attention Ms Brigid Williams, P E

Reference **Geotechnical Exploration Report**
Duplin County Airport - Terminal Area Development
Duplin County, North Carolina
S&ME Project No 1305-15-082
NC PE Firm License No F-0176

Dear Ms Williams

S&ME, Inc (S&ME) is pleased to submit this geotechnical exploration report prepared for the referenced project. Work was conducted in accordance with S&ME's Revised Proposal 13-1500395 dated July 22, 2015. The purpose of the exploration was to evaluate subsurface conditions as they relate to site grading and subgrade support for potential future development. This report presents a summary of pertinent project information, a description of our exploration program, results of field and laboratory testing, and our geotechnical conclusions and recommendations regarding potential future development. A Boring Location Plan, Generalized Subsurface Profile, boring logs, and laboratory test records are included in the Appendix.

S&ME appreciates the opportunity to provide our professional engineering services on this project. Should you have any questions concerning this report or if we may be of further assistance, please contact us at your convenience.

Sincerely,

S&ME, Inc.



J. Adam Browning, P.E.
Sep 2 2015 8:37 AM



J. Adam Browning, P.E.
Project Manager
N.C. Registration No. 034984

John R. Browning, P.E.
Senior Engineer

Geotechnical Exploration Report
Duplin County Airport
Terminal Area Development
Duplin County, North Carolina
S&ME Project No. 1305-15-082



1.0 PROJECT AND SITE DESCRIPTION

We understand that new development is planned at the Duplin County Airport in Duplin County, North Carolina. We understand that initial development will include preliminary grading and drainage improvements for future apron expansions, hangar construction, and vehicular access and parking in the terminal area. We understand W.K. Dickson will develop minimum construction standards for the airport that could be provided to a private developer, including minimum concrete slab requirements for a variety of hangar sizes and aircraft loading.

You provided us with ten boring locations on a Google Earth aerial image that you requested S&ME drill to a depth of 15 feet below existing grade. We understand that future proposed grades may be as much as 5 to 8 feet below existing grade.

The site is currently an open, relatively flat, grassed area. Broken asphalt was observed at the ground surface in the north portion of the site near boring location B-10. Possible fill may exist in the area of borings B-8 through B-10. We estimate possible fill depths may be on the order of 2 to 3 feet based on a visual evaluation of existing site elevations during our site reconnaissance. A drainage ditch exists along the south and west sides of the existing concrete apron. Water was observed in the ditch with the banks showing signs of erosion. Based on a conversation with on-site personnel, we understand the concrete apron was built approximately 25 years ago above a low-lying, wet area.

2.0 EXPLORATION PROGRAM

The field exploration program for this project included a site reconnaissance by an S&ME representative along with the performance of ten soil test borings. The boring locations were provided by W.K. Dickson and marked in the field by an S&ME representative estimating distances off existing site features. The approximate boring locations are shown on Figure 1 in the Appendix.

The soil borings were advanced to depths of 15 feet below the existing ground surface using hollow stem auger drilling procedures with a CME-45D drill rig. Within each of the soil test borings, samples of subsurface soils were obtained at approximately 2-1/2 foot intervals to a depth of 10 feet and 5 feet intervals below 10 feet using a split-spoon sampler. Standard penetration tests were conducted in conjunction with split-spoon sampling in general accordance with ASTM D 1586 -11.

The boreholes were observed for groundwater at completion of drilling. Boreholes were then backfilled up to the original ground surface with auger cuttings.

A Generalized Subsurface Profile drawing (Figure 2) and Boring Logs presenting subsurface information from the borings are included in the Appendix. Stratification lines shown on the Test Boring Records are intended to represent approximate depths of changes in soil types. Naturally, transitional changes in soil types are often gradual and cannot be defined at a particular depth.

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California Bearing Ratio (CBR) tests were also performed on recompacted specimens from the bulk samples obtained from borings B-2 and B-9. The test specimens were recompacted to approximately 95 percent of their modified Proctor maximum dry density near their optimum moisture content. The test specimens were then soaked for 96 hours. California Bearing Ratios of 33 to 47 percent were measured. No swelling was observed in the specimens during soaking.

5.0 CONCLUSIONS AND RECOMMENDATIONS

The subsurface exploration indicates that the future development areas are adaptable for the proposed construction. Geotechnical issues that should be taken into consideration in development of the site include near surface very loose to loose natural sands, poorly compacted near surface fill, near surface wet soils, and water tables that may impact deeper excavations. The following paragraphs present more detailed conclusions and recommendations regarding these issues.

5.1 Site Preparation

Site grading will be difficult during wet periods of the year. Most near surface soils are moisture sensitive, and when wet, will tend to rut and pump under rubber-tired traffic and provide poor subgrade support for structures and pavements. As stated above, wet near surface soils were encountered at several of the borings. To reduce potential earthwork problems, we recommend that site preparation and grading be conducted during the typically drier summer and fall months. If grading is attempted during wet conditions, more extensive repair of near surface soils and use of select off-site borrow will be necessary to adequately prepare subgrades for new construction. Heavy rubber-tired construction equipment should not be allowed to operate on exposed subgrades during wet conditions. Even during drier periods of the year, we recommend that exposed subgrades be sloped and sealed at the end of each day to promote runoff and reduce infiltration from rainfall.

Site preparation should begin with stripping of existing vegetation and topsoil. Existing asphalt debris should also be removed where encountered near boring location B-10. Approximately 4 inches of topsoil was encountered in borings. We recommend that this site be stripped with wide track dozers to reduce subgrade disturbance and prevent mixing of topsoil with underlying clean soils. Topsoil may be stockpiled on site and reused in landscaped areas. Topsoil should not be used for construction of permanent slopes. It should be noted that stained (black) sands are present near the existing ground surface. These materials should not be considered topsoil unless organic contents are greater than 5%.

Following stripping, areas at planned grades and areas that will receive fill should be proofrolled with a loaded, tandem-axle dump truck or equivalent. Any areas that are observed to rut, pump, or deflect excessively during the proofrolling process should be repaired as recommended by the geotechnical engineer. It is anticipated that some repair of low consistency near-surface soils will likely be required in the area of borings B-1, B-6, and B-8. Possible repair measures may include undercutting to stable soils (estimated undercutting depths of 2 to 3 feet, based on the borings) and backfilling with well compacted, low-plasticity sandy soils, discing/drying/compacting existing soils, in-place densification using a large vibratory steel drum roller, placement of a geotextile stabilization fabric and crushed stone, or some combination of these. The most practical repair measure will be influenced by the degree of instability which exists and weather conditions. As such, actual repair measures must be determined in the field at time of construction.

3.0 SUBSURFACE CONDITIONS

Approximately 4 inches of grass/topsoil was encountered at the ground surface at the boring locations. Fill/possible fill soils were encountered below the surface materials in borings B-8, B-9, and B-10. Fill soils consisted of clayey sands (Unified Soil Classification System classification SC). Asphalt fragments were encountered in the split-split spoon sample obtained from 1 to 2.5 feet in B-10. Standard Penetration Test (SPT) N-values in fill soils ranged from 4 to 11 blows per foot (bpf). Well-compacted fill soils typically exhibit SPT N-values on the order of 10 bpf or greater. Thus, existing fill soils appear poorly to moderately compacted. The lower consistency existing fill was encountered in B-8 (SPT N-value of 4 bpf) and B-10 (SPT N-value of 7 bpf). The fill soils were visually observed as moist to wet.

Natural, Coastal Plain soils were encountered below the surface and fill materials to boring termination depths. Natural soils consisted of low plasticity clays (CL), clayey sands (SC), silty sands (SM), slightly clayey sands (SP-SC), slightly silty sands (SP-SM), and relatively clean sands (SP). SPT N-values in natural soils ranged from 4 to 50 blows per foot. These values are indicative of soft to very stiff consistencies for the clays and very loss to dense consistencies for the sands. Relatively low consistency natural soils (having SPT N-values of 4 to 7 bpf) were encountered near the existing ground surface in borings B-1, B-3, and B-6. Low consistency clays and clayey sands (having SPT N-values of 4 to 6 bpf) were encountered from about 3 to 6 feet in borings B-4, B-6, B-7, and B-9. Natural soils were visually observed as moist to wet. Wet soils were encountered in the split-spoon driven from 1 to 2.5 feet at B-1, B-3, and B-5.

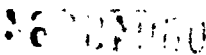
Water levels were measured within the boreholes at the termination of drilling. Water levels measured ranged from approximately 5 feet (B-1) to 13 feet (B-10) below the existing ground surface. Please note that these groundwater levels were recorded at the termination of drilling and may not represent more stabilized water levels that may exist after an extended period of time. Stabilized water levels could be slightly higher. Groundwater elevations can be expected to fluctuate due to seasonal variations in rainfall, evaporation, and other factors.

4.0 LABORATORY TESTING

Laboratory testing consisted of natural moisture content, grain size analysis, modified Proctor, and California Bearing Ratio (CBR) testing. The modified Proctor was used per FAA guidelines for airports servicing aircraft having gross weights of 60,000 pounds or greater.

Grain size analysis testing was performed on bulk samples of near-surface soils obtained from B-2 and B-9. Testing indicated the soils were mostly fine sand (about 67 to 70 percent) with about 23 to 25 percent fines (silt and clay).

Modified Proctor tests were performed on the bulk samples of near-surface soils obtained from borings B-2 and B-9. Testing indicated maximum dry densities of about 118 to 125 pounds per cubic foot with corresponding optimum moisture contents of about 9.1 to 9.4 percent. Natural moisture content tests performed on near surface soils indicated moisture contents ranging from 7.2 to 22.7 percent. These values indicate the near-surface soils range from about 2 percent dry to more than 13 percent wet of their optimum moisture content.



- Pavements Subjected to Aircraft Loading Greater than 60,000 pounds (per FAA requirements)
- At least 95% of modified Proctor Below Top 12 inches
- At least 100% of modified Proctor within Top 12 inches

In-place density testing should be performed during fill placement to confirm that the recommended degree of compaction is achieved

5.4 Recommendations for Drainage Improvements

Groundwater was encountered at depths of approximately 5 (B-1) to 13 feet (B-10) below the existing ground surface at time of drilling. Please note that more stabilized groundwater levels may exist at higher elevations and groundwater levels will fluctuate with rainfall amounts and seasonal conditions. If excavations are required such that final subgrades are within 3 feet of groundwater elevations, then we recommend that permanent drainage be established. Permanent drainage may include French drains, blanket/edge drains, perimeter ditching, or some combination of the above draining by gravity to low points. If gravity drainage is not possible, installation of sumps and permanent pumping will be required. Once development plans are further along, S&ME can further evaluate the groundwater conditions and how they may affect proposed construction.

5.5 California Bearing Ratio and Subgrade Reaction Modulus Recommendations

Based on laboratory CBR testing along with past experience in this area with similar soils, we recommend a design CBR of 15 percent used for pavement design.

We recommend a design subgrade reaction modulus (k-value) of 195 pci based on the CBR value recommended above. This value is based on FAA's recommended conversion from CBR to k-value using the following formula:

$$K = [(1500 \times \text{CBR}) / 26] ^ 0.7788 \text{ (in pci)}$$

Please note that the design CBR and k-value assume the subgrade is compacted in accordance with the structural fill recommendations provided in section 5.3.

6.0 QUALIFICATIONS OF REPORT

This report has been prepared in accordance with generally accepted engineering practice for specific application to this project. Any wetland, environmental, or contaminant assessment efforts are beyond the scope of this geotechnical exploration, and therefore, those issues are not addressed in this geotechnical exploration report. The recommendations contained in this report are based on the applicable standards of our profession at the time this report was prepared. No other warranty, express or implied, is made.

Conclusions and recommendations submitted in this report are based, in part, upon the data obtained from the geotechnical exploration. The nature and extent of variations between and outside of the borings may not become evident until construction. If variations appear evident, then it will be necessary to re-evaluate the recommendations of this report. In the event that any changes in the grades, nature,



Existing fill materials encountered in B-8, B-9, and B-10 (to approximate depths of 3 feet below the existing ground surface) should be further evaluated during construction by the performance of shallow test pits. Fill materials containing debris or organic contents greater than 5% should be removed and replaced with suitable, compacted structural fill.

5.2 Excavations

Based on results of borings, low to moderate consistency soils are present at the site. Past experience indicates that these materials can be excavated by routine earth-moving equipment such as scrapers pushed by dozers, backhoes, front end loaders, etc. Where wet and lower consistency soils exist heavy rubber tired equipment will cause subgrade disturbance. Local excavations for shallow utility trenches and foundations can likely be accomplished by a conventional backhoe.

Groundwater was encountered at depths of approximately 5 (B-1) to 13 feet (B-10) below the existing ground surface at time of drilling. Please note that more stabilized groundwater levels may exist at higher elevations and groundwater levels will fluctuate with rainfall amounts and seasonal conditions. The contractor should be prepared to maintain groundwater levels below excavation bottoms by appropriate means (i.e. pumping from sumps, well points, etc.).

For confined excavations, trench safety must be evaluated on a case-by-case basis. The contractor will be responsible for all site safety, including the determination of appropriate trench safety measures according to OSHA guidelines.

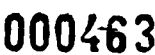
5.3 Structural Fill

The soils at this site having a Unified Soil Classification designation of CL, SC, SM, SP-SC, SP-SM, and SP are suitable for reuse as structural fill provided that the moisture content is properly controlled during placement and compaction. The moisture condition of near surface soils will be influenced by prevailing weather conditions. At the time our borings were performed, some of the near surface soils were wet and would require drying prior to use as fill.

Off-site borrow for structural fill should consist of soils having USCS designations of SC, SM, SP, or SW, have a maximum plasticity index of 15 percent, be free of debris and have less than 3% organics, and have a modified Proctor maximum dry density (MDD) of at least 115 pcf. These soils when compacted to at least 95% of their modified Proctor MDD at their optimum moisture content should have a CBR value of at least 15 percent.

Fill should be placed in 8 to 10-inch loose lifts and compacted to the following compaction requirements. Moisture contents should be maintained within +/-2% of their optimum moisture content.

- Pavements Not Subjected to Aircraft Loading
- At least 95% of standard Proctor Below Top 12 inches
- At least 98% of standard Proctor within Top 12 inches



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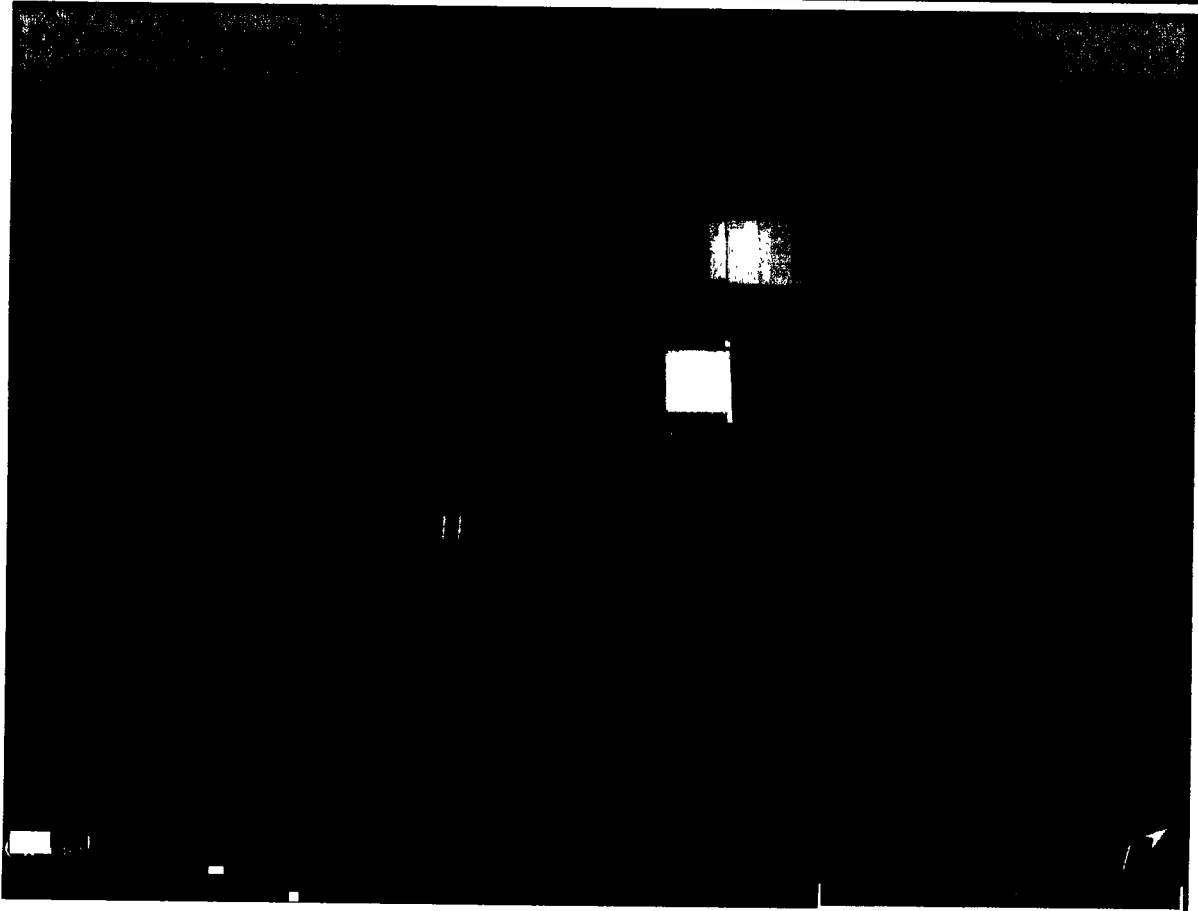
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design, or location of the proposed development are planned, the recommendations contained in this report should be reviewed and modified or verified in writing. We recommend that our firm be provided the opportunity for general review of final design plans and specifications to confirm that our recommendations are properly interpreted and implemented.

Appendices

Appendix I - Figures



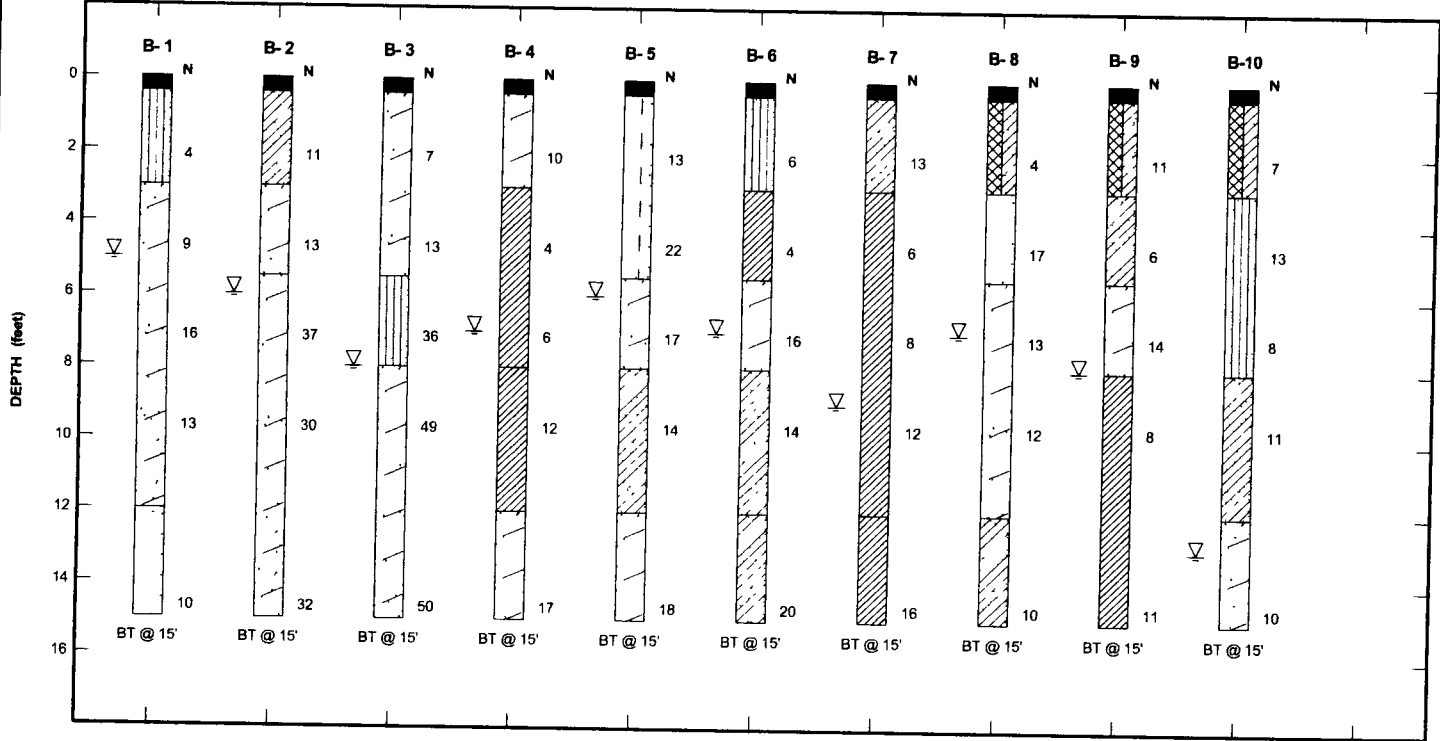
Note: Base figure from Google Earth, prepared by W.K. Dickson.

SCALE:	AS SHOWN
CHECKED BY:	JRB
DRAWN BY:	JAB
DATE:	AUG. 2015



BORING LOCATION PLAN DUPLIN COUNTY AIRPORT EXPANSION DUPLIN COUNTY, NORTH CAROLINA
S&ME PROJECT NUMBER: 1305-15-082

FIGURE NUMBER
1



Topsoil
SC, Clayey Sand
SM, Silty Sand
CL, Low Plasticity Clay
FILL
SP/SC Poorly-graded Sand with Clay
SP/SM Poorly-graded Sand with Silt
SP Poorly-graded Sand
Water Level at Termination of Drilling

N = Standard Penetration Test resistance value (blows per foot) The depicted stratigraphy is shown for illustrative purposes only. The actual subsurface conditions will vary between boring locations.

JOB NO 1305-15-082

DATE 8/24/15



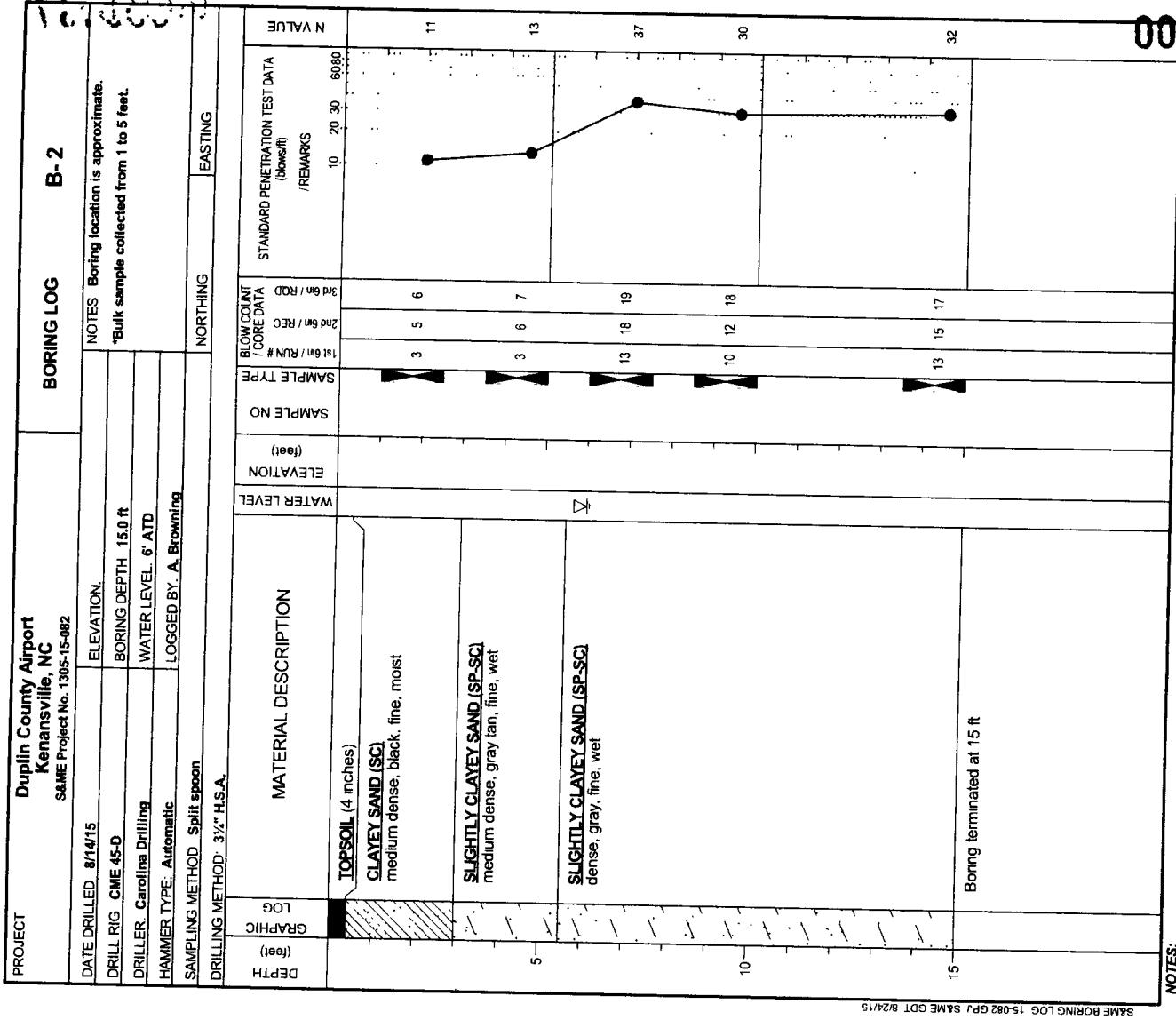
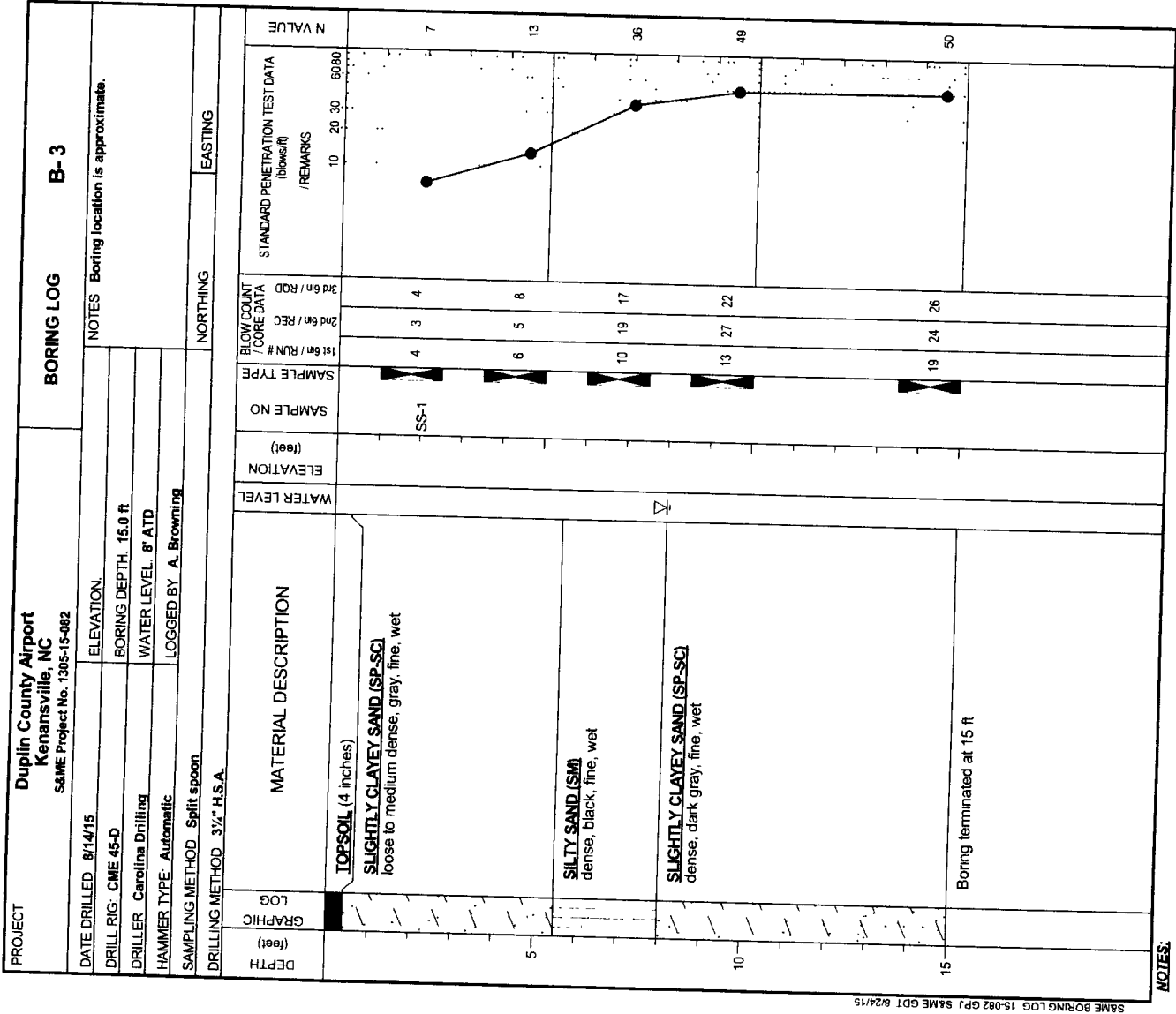
Diagram GENERALIZED SUBSURFACE CONDITIONS
Project Duplin County Airport
Location Kenansville, NC

Figure
2

NOTES:

1. THIS LOG IS ONLY A PORTION OF A REPORT PREPARED FOR THE NAMED PROJECT AND MUST ONLY BE USED TOGETHER WITH THAT REPORT.
2. BORING, SAMPLING AND PENETRATION TEST DATA IN GENERAL ACCORDANCE WITH ASTM D-1586.
3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY





PROJECT		Duplin (Kena Airport NC		BORING LOG		B- 5						
S&ME Project No. 1305-15-082				NOTES Boring location is approximate.								
DATE DRILLED 8/14/15		ELEVATION										
DRILL RIG CME 45-D		BORING DEPTH 15.0 ft										
DRILLER Carolina Drilling		WATER LEVEL 6' ATD										
HAMMER TYPE Automatic		LOGGED BY A. Browning										
SAMPLING METHOD Split spoon				NORTHING		EASTING						
DRILLING METHOD 3/4" H.S.A.												
DEPTH (feet)	GRAPHIC LOG	MATERIAL DESCRIPTION	WATER LEVEL	ELEVATION (feet)	SAMPLE NO	SAMPLE TYPE	1st 6in / RUN #	2nd 6in / REC	3rd 6in / ROD	STANDARD PENETRATION TEST DATA (blows/ft)	REMARKS	N VALUE
5		TOPSOIL (4 inches)										
		SLIGHTLY SILTY SAND (SP-SM) medium dense, black gray brown, fine, wet										
10		SLIGHTLY CLAYEY SAND (SP-SC) medium dense, gray fine wet										
		CLAYEY SAND (SC) medium dense, tan gray fine wet										
15		SLIGHTLY CLAYEY SAND (SP-SC) medium dense, pink tan fine wet										
		Boring terminated at 15 ft										

S&ME BORING LOG 15-082.GPJ S&ME GDT 8/24/15

Duplin County Airport
Kenansville, NC

S&ME Project No. 1305-15-082

BORING LOG

B- 4

NOTES Boring location is approximate.

ELEVATION

BORING DEPTH 15.0 ft

WATER LEVEL 7' ATD

LOGGED BY A. Browning

SAMPLING METHOD Split spoon

NORTHING

EASTING

DRILLING METHOD 3/4" H.S.A.

MATERIAL DESCRIPTION

WATER LEVEL

ELEVATION (feet)

SAMPLE NO

SAMPLE TYPE

1st 6in / RUN #

2nd 6in / REC

3rd 6in / ROD

STANDARD PENETRATION TEST DATA (blows/ft)

REMARKS

N VALUE

NOTES:

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PROJECT			BORING LOG			B-7			
Duplin County Airport Kenansville, NC S&ME Project No. 1305-15-082			ELEVATION			NOTES Boring location is approximate.			
DATE DRILLED 8/14/15			BORING DEPTH 15.0 ft						
DRILL RIG CME 45-D			WATER LEVEL 9' ATD						
DRILLER Carolina Drilling			LOGGED BY A. Browning						
HAMMER TYPE Automatic									
SAMPLING METHOD Split spoon			NORTHING			EASTING			
DRILLING METHOD 3 1/2" H.S.A.									
DEPTH (feet)	GRAPHIC LOG	MATERIAL DESCRIPTION	WATER LEVEL	ELEVATION (feet)	SAMPLE NO	SAMPLE TYPE	BLOW COUNT CORE DATA 1st 6in / RUN # 2nd 6in / REC 3rd 6in / ROD	STANDARD PENETRATION TEST DATA (blows/ft) REMARKS	N VALUE
		TOPSOIL (4 inches)							
		CLAYEY SAND (SC) medium dense, orange brown, fine, moist							
5									
		SANDY CLAY (CL) firm to stiff, brown, moist to wet							
10									
		SANDY CLAY (CL) very stiff, gray brown, wet							
15									
		Boring terminated at 15 ft							

S&ME BORING LOG 15-082.GPJ S&ME GDT1 8/24/15

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- 4 WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY



PROJECT			BORING LOG			B-6		
Duplin County Airport Kenansville, NC S&ME Project No. 1305-15-082			ELEVATION			NOTES Boring location is approximate.		
DATE DRILLED 8/14/15			BORING DEPTH 15.0 ft					
DRILL RIG CME 45-D			WATER LEVEL 7' ATD					
DRILLER Carolina Drilling			LOGGED BY A. Browning					
HAMMER TYPE Automatic								
SAMPLING METHOD Split spoon			NORTHING			EASTING		
DRILLING METHOD 3 1/2" H.S.A.								

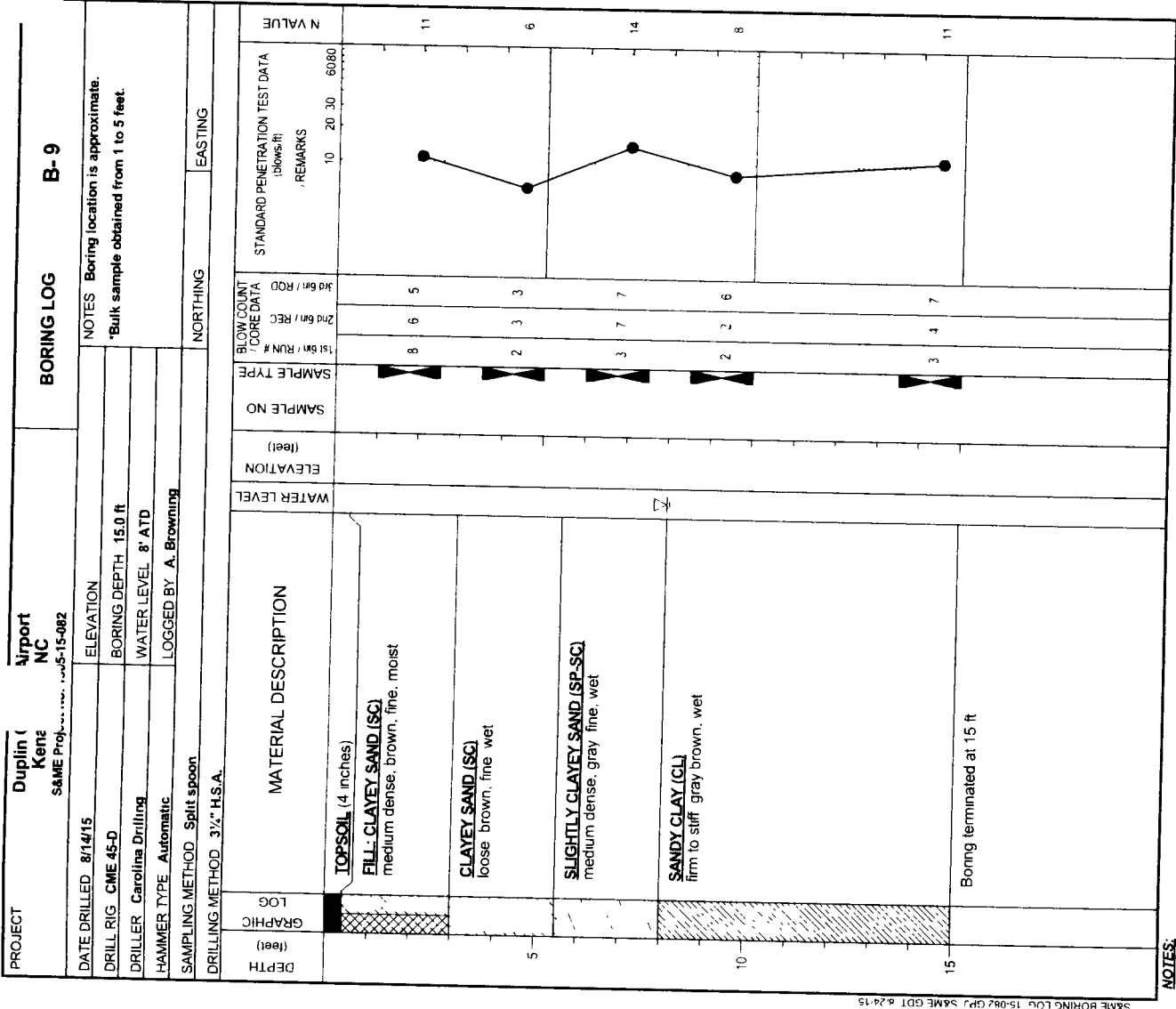
DEPTH (feet)	GRAPHIC LOG	MATERIAL DESCRIPTION	WATER LEVEL	ELEVATION (feet)	SAMPLE NO	SAMPLE TYPE	BLOW COUNT CORE DATA 1st 6in / RUN # 2nd 6in / REC 3rd 6in / ROD	STANDARD PENETRATION TEST DATA (blows/ft) REMARKS	N VALUE
		TOPSOIL (4 inches)					4 3 3		6
		SILTY SAND (SM) loose, black, with clay, fine, moist							
5		SANDY CLAY (CL) soft, red gray, moist					1 1 3		4
10		SLIGHTLY CLAYEY SAND (SP-SC) medium dense, tan, fine, wet					5 7 9		16
15		CLAYEY SAND (SC) medium dense, pink tan, fine, wet					7 7 7		14
20		SLIGHTLY CLAYEY SAND (SC) medium dense, pink tan, fine, wet					7 9 11		20
		Boring terminated at 15 ft							

S&ME BORING LOG 15-082.GPJ S&ME GDT1 8/24/15

NOTES:

- 1 THIS LOG IS ONLY A PORTION OF A REPORT PREPARED FOR THE NAMED PROJECT AND MUST ONLY BE USED TOGETHER WITH THAT REPORT
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S&ME BORING LOG 15-082 GPJ SAME GDT 8-24-15



PROJECT

Duplin County Airport
Kenansville, NC

S&ME Project No. 1305-15-082

BORING LOG

B-8

DATE DRILLED 8/14/15

ELEVATION

NOTES Boring location is approximate.

DRILL RIG CME 45-D

BORING DEPTH 15.0 ft

DRILLER Carolina Drilling

WATER LEVEL 7' ATD

HAMMER TYPE Automatic

LOGGED BY A. Browning

SAMPLING METHOD Split spoon

NORTHING

EASTING

DRILLING METHOD 3 1/2" H.S.A.

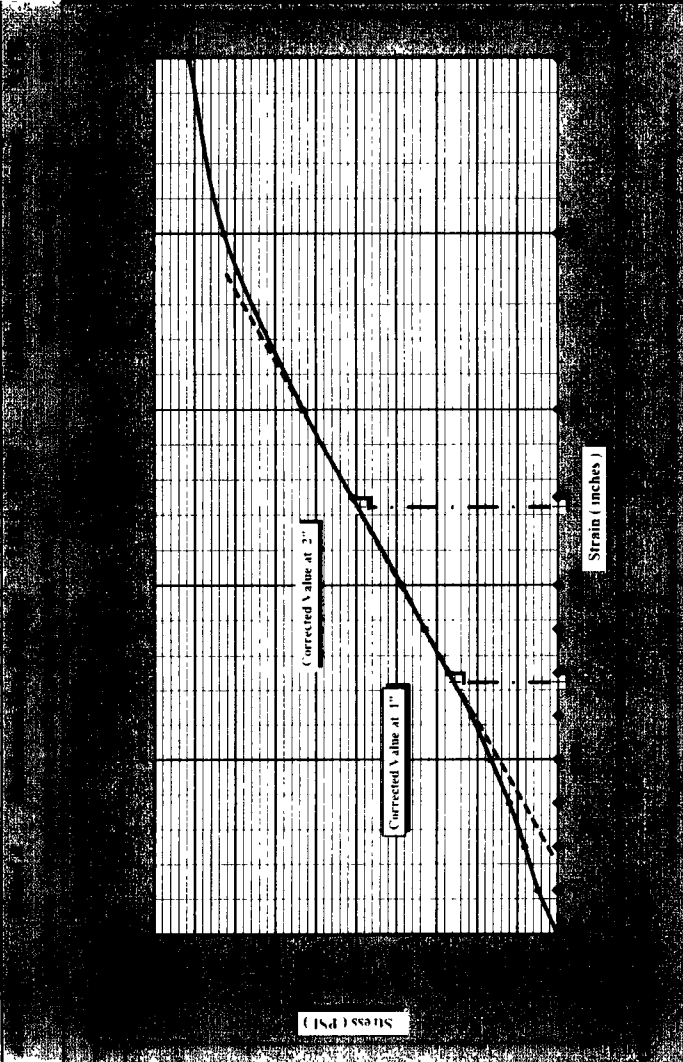
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3 STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT
4 WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY

S&ME BORING LOG 15-082 GPJ SAME GDT 8-24-15



Quality Assurance

Project #: 1305-15-082 **Report Date** 8/29/15
Project Name Duplin Co Airport **Test Date(s)** 8/21 - 8/29/15
Client Name _____
Client Address: _____
Boring # B-2 **Sample #** Bag **Sample Date** 8/14/15
Location Borehole **Offset** N/A **Depth (ft)** 1 - 5 ft
Sample Description: Dark Gray Clayey SAND

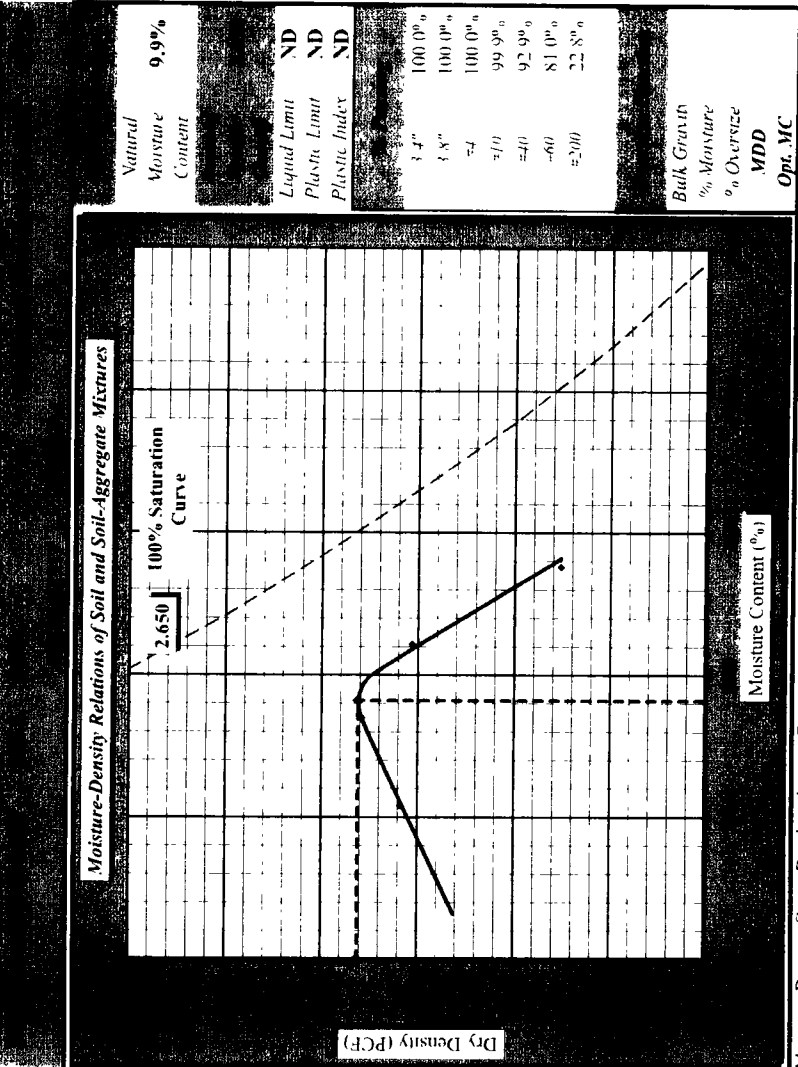


Before Soaking		After Soaking	
Compactive Effort (Blows per Layer)	40	Final Dry Density (PCF)	110.1
Initial Dry Density (PCF)	112.0	Average Final Moisture Content	11.3%
Moisture Content of the Compacted Specimen	9.3%	Moisture Content (top 1" after soaking)	11.8%
Percent Compaction	94.8%	Percent Swell	0.0%

Mal Krajan, ET **Laboratory Manager** **8/29/2015**
Technical Responsibility *Signature* *Date*
This report shall not be reproduced, except in full, without the written approval of S&ME, Inc.

Quality Assurance

S&ME Project # 1305-15-082 **Report Date** 8/25/15
Project Name Duplin Co Airport **Test Date(s)** 8/21 - 8/25/15
Client Name: _____
Client Address: _____
Boring # B-2 **Sample #** Bag **Sample Date** 8/14/2015
Location Site-Borehole **Offset:** N/A **Depth:** 1 - 5 ft
Sample Description: Dark Gray Clayey SAND



Moisture-Density Curve Displayed **Fine Fraction** ☒ **Corrected for Oversize Fraction (ASTM D 418)** ☐
Sieve Size used to separate the Oversize Fraction **#4 Sieve** ☒ **3/8 inch Sieve** ☐ **3/4 inch Sieve** ☐
Mechanical Rammer ☐ **Manual Rammer** ☒ **Moist Preparation** ☐ **Dry Preparation** ☒

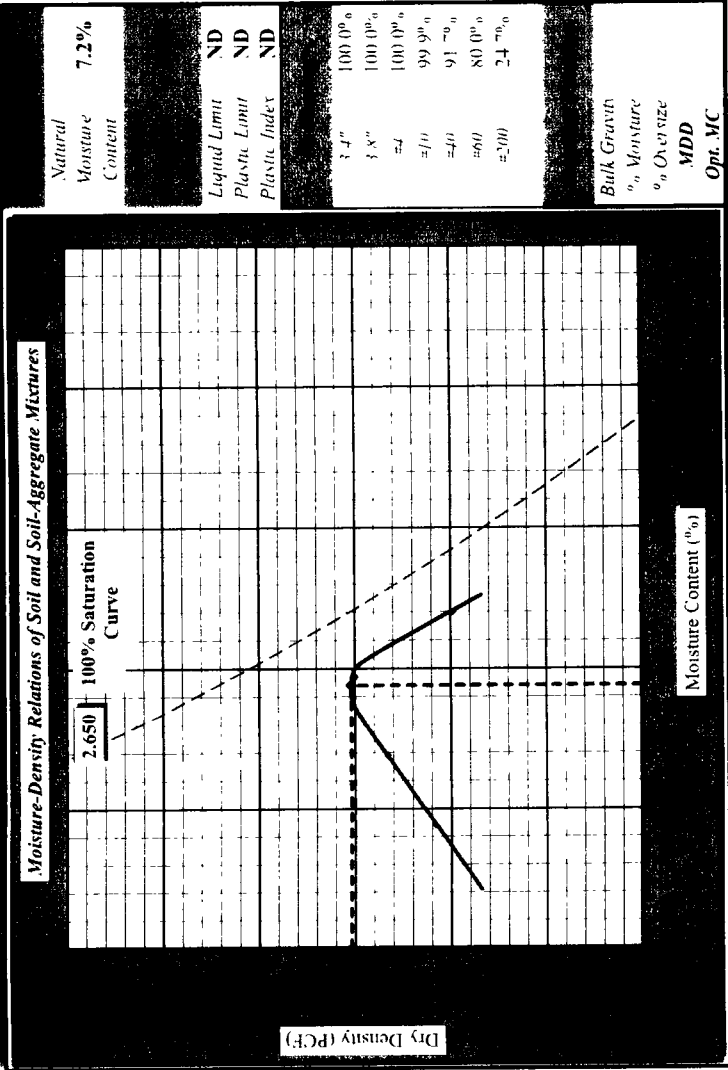
Mal Krajan, ET **Laboratory Manager** **8/27/2015**
Technical Responsibility *Signature* *Date*
This report shall not be reproduced, except in full, without the written approval of S&ME, Inc.



Moisture - Density Report

Quality Assurance

S&ME Project #	1305-15-082	Report Date	8/25/15
Project Name	Duplin Co. Airport	Test Date(s)	8/21 - 8/25/15
Client Name			
Client Address			
Boring #	B-9	Sample #	8/14/2015
Location	Site-Borehole	Offset	N/A
Sample Description	Brown Clayey SAND	Depth	1 - 5 ft



Moisture-Density Curve Displayed ☒ Fine Fraction ☒ Corrected for Oversize Fraction (ASTM D 4718) ☐
Sieve Size used to separate the Oversize Fraction ☒ #4 Sieve ☐ 3/8 inch Sieve ☐ 3/4 inch Sieve ☐
Mechanical Rammer ☐ Manual Rammer ☒ Moist Preparation ☐ Dry Preparation ☒

Mal Krajan, ET
Technical Responsibility
Signature: _____
Position: Laboratory Manager
Date: 8/27/2015

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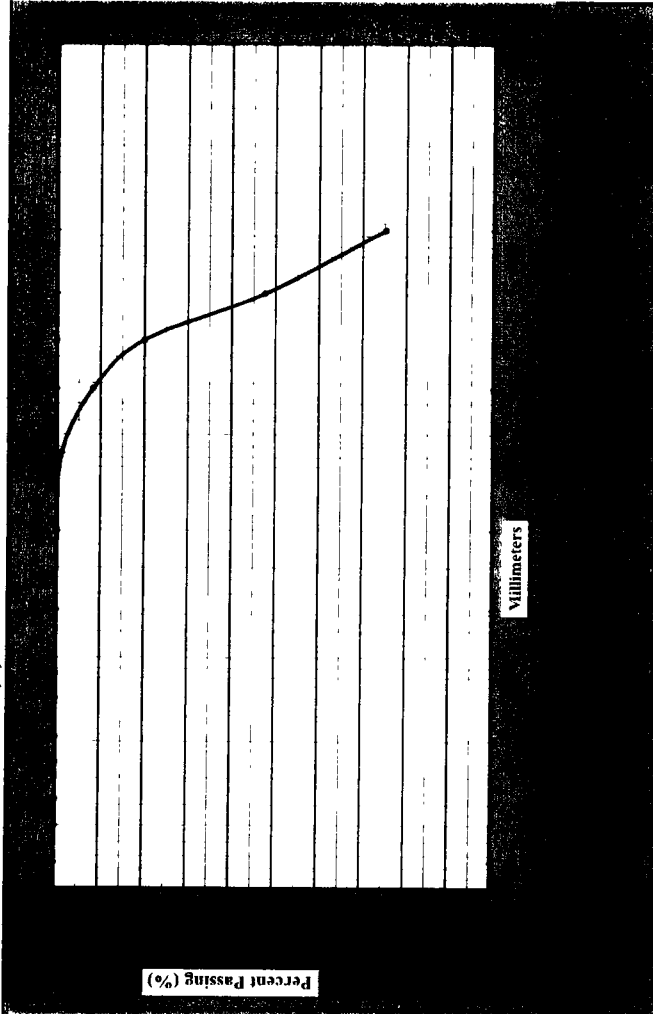


Sieve Analysis of Soils

ASTM D 6913

Quality Assurance

Project #	1305-15-082	Report Date	8/24/15
Project Name	Duplin Co. Airport	Test Date(s)	8/21 - 8/24/15
Client Name			
Client Address			
Boring No	B-9	Sample	Bag
Location	Site-Borehole	Offset	N/A
Sample Description	Brown Clayey SAND	Depth (ft)	1 - 5 ft



Notes / Deviations / References: ND=Not Determined
ASTM D 4318 Liquid Limit, Plastic Limit, & Plastic Index of Soils
ASTM D 2487 Classification of Soils for Engineering Purposes (Unified Soil Classification System)

Mal Krajan, ET
Technical Responsibility
Signature: _____
Position: Laboratory Manager
Date: 8/24/2015

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Appendix C – SIGN POLICY

1.1 General

- A This policy sets the rules and standards for the placement of non-Airport signs on airport property
- B The Airport Director retains the right to accept or refuse any application requesting the placement of any sign based on content, structure, and proposed location
- C Applications will be accepted only from applicants with an active lease between themselves and Duplin County
- D Signs will be limited to advertising business concerning or related to airport business
- E Please see Exhibit "E" - Application for Placement of Sign on Airport Property

1.2 Locations Where Prohibited

- A No sign of any description shall be installed, erected, or constructed in such a manner as to obstruct any egress point or any fire escape, or any window or door leading thereto, nor shall any sign be attached in any form, shape, or manner to a fire escape
- B Signs will only be installed in locations designated by the Airport Director and must be in compliance with these Rules and Regulations and all federal, state, county, and local laws

1.3 Name of Sign Owner to Appear on Sign

- A Every sign shall be plainly marked with the name of the person or organization erecting and maintaining the sign

1.4 Monument Signs

Monument sign shall be approved on a case by case basis by the Airport Director

1.5 Sign Placement

- A Signs shall be placed at least 15 feet away from any public road or drive
- B Signs will be a minimum of 50 feet apart, as to provide a clear view of each sign
- C Signs (freestanding) will be placed at least 20 feet from any permanent structure
- D Signs must be placed a minimum of 7 feet from the edge of any ditch or waterway in order to allow ample room for mowing equipment to maneuver between the sign and ditch or waterway

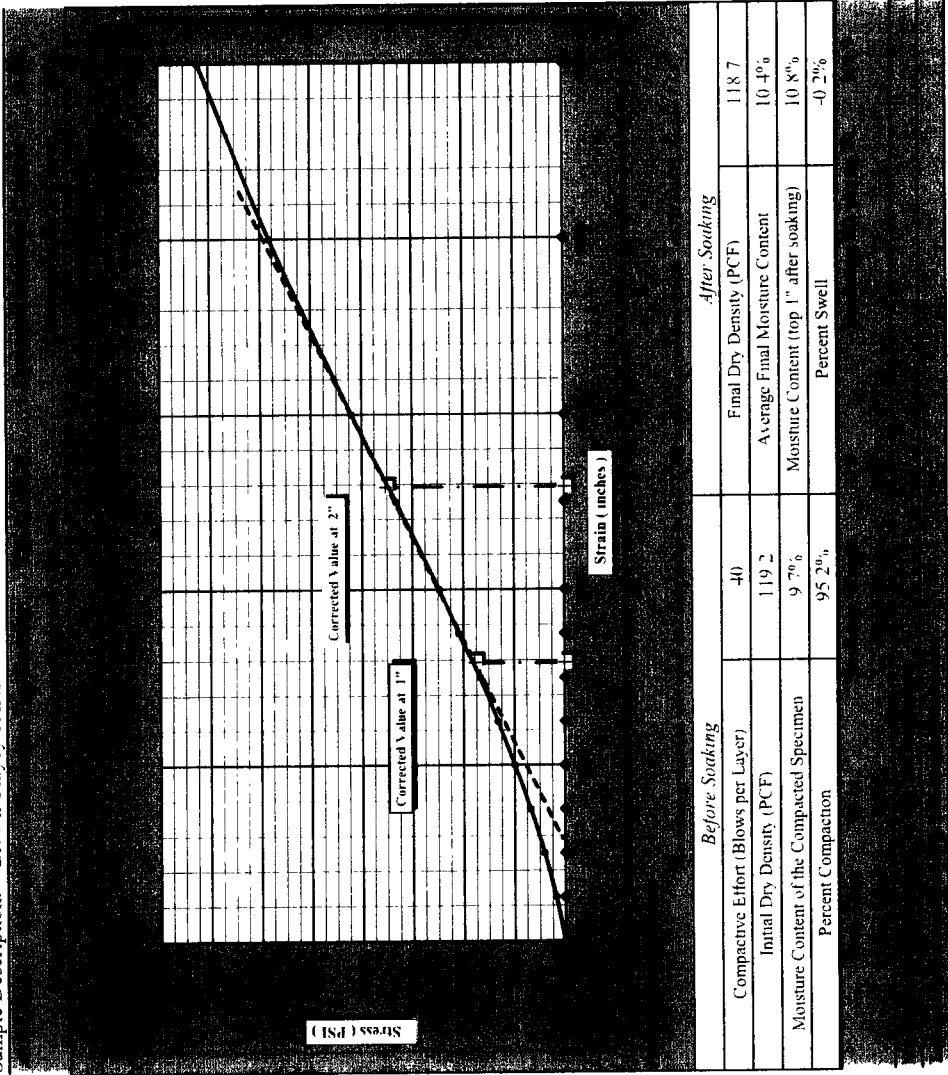
1.6 Building Mounted Signs

No signs mounted on a structure may protrude above the structure's highest point. Sign placement is subject to approval of DCAC

1.7 Sign Maintenance

- A All signs must be maintained to a serviceable standard with a clean and professional appearance

Project #:	1305-15-082	Report Date:	8/29/15
Project Name	Duplin Co Airport	Test Date(s)	8/21 - 8/29/15
Client Name			
Client Address:			
Boring #:	B-9	Sample #	Bag
Location	Borehole	Offset	N.A
Sample Description:	Brown Clayey SAND	Depth (ft)	1 - 5 ft



Mal Krajan, ET		Laboratory Manager	8/29/2015
Technical Responsibility	Signature	Position	Date

This report shall not be reproduced, except in full, without the written approval of S&ME, Inc.

Appendix D Hazardous Weather Plan

1.1 General

- A The geographic region in which the airport resides is prone to rapid weather changes. In the past, there have been microbursts, Nor'easters, tornados, hail, and hurricanes that have caused local damage.
- B Aircraft are vulnerable to these conditions. It is the intent of this airport to make available the most protection for aircraft possible. The airport has hangars that it leases to the public. These hangars provide protection from the sun, wind, rain, and hail. There is a finite number of available hangars. All other aircraft are kept on the ramp in tie down spots. The tie down straps help prevent the aircraft from sustaining damage in normal to moderate winds, however these spots offer no further protection from the elements.
- C *****It is the responsibility of the aircraft owner to take care of their aircraft. The airport has no direct responsibility to make sure your aircraft is secure in hazardous weather conditions. *****

- D In the event of an approaching hurricane, it is advised that aircraft owners relocate their aircraft to other locations. The airport is not responsible for finding alternate locations in which to relocate. Please refer to this interactive map, shown on the NCDOT Division of Aviation website, for locations of publicly owned/operated general aviation airports in North Carolina for alternative locations.

1.2 Hurricane Categories

- B In the event that Airport management determines that a sign fails to satisfy any applicable standard(s), the sign owner and/or maintainer will be notified in writing. The owner will then have (10) working days to rectify the issue. If insufficient progress has been made by that time, the sign will be removed at the owner's expense and a new application must be filed in order to replace it.
- C The airport will continue to maintain the grounds around the sign.

1.8 Removal

- A. It is the responsibility of a sign owner to remove the sign upon discontinuation of a lease.

1.9 Temporary Signs

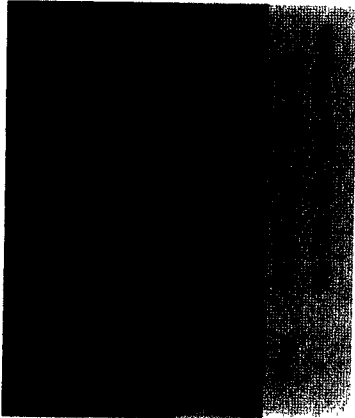
- A Are subject to the same approval criteria as monument signs
- B May be put in place no sooner than two (2) weeks prior to an event
- C Must be removed within three (3) working days after the conclusion of an event

2.0 Interior Signage

Any signage on the interior of the terminal building/hangars shall be at the approval and discretion of the Airport Director

Saffir-Simpson hurricane wind scale

Category Wind speeds



One 33–42 m/s, 64–82 knots
74–95 mph, 119–153 km/h

Additional classifications



1.4 Priorities

- 1 The first priority in the execution of this plan is the safety and welfare of the personnel working for and the users of the Duplin County Airport
- 2 The second priority in the execution of this plan is the protection of Airport property
- 3 Every effort, within reason, will be made to protect aircraft on airport property but it is ultimately the responsibility of the aircraft owner to properly secure and protect their aircraft

1.3 Plan

A Microbursts, thunderstorms, tornados, and hail give next to no warning. That being said, the Airport will make every effort to be weather conscious and will try to make sure that aircraft are tied down when storms approach. It is ultimately the responsibility of the aircraft owner, however, to make sure their aircraft is properly secured

B Hurricanes generally give more warning. Proper measures will be taken by airport personnel to ensure the security of airport property and personnel when hurricanes are forecast. It is still the ultimate responsibility of the aircraft owner, however, to properly secure their aircraft

C Egress

- 1 Please refer to this interactive map, shown on the NCDOT Division of Aviation website, for locations of publicly owned/operated general aviation airports in North Carolina for alternative locations
- 2 Remember that a hurricane can be large, and the impact may be felt over several states. Also remember that many people from the area may be considering moving their airplanes and some alternative airports may fill up. Plan accordingly

Location of Designated Areas for Self-Maintenance at DPL

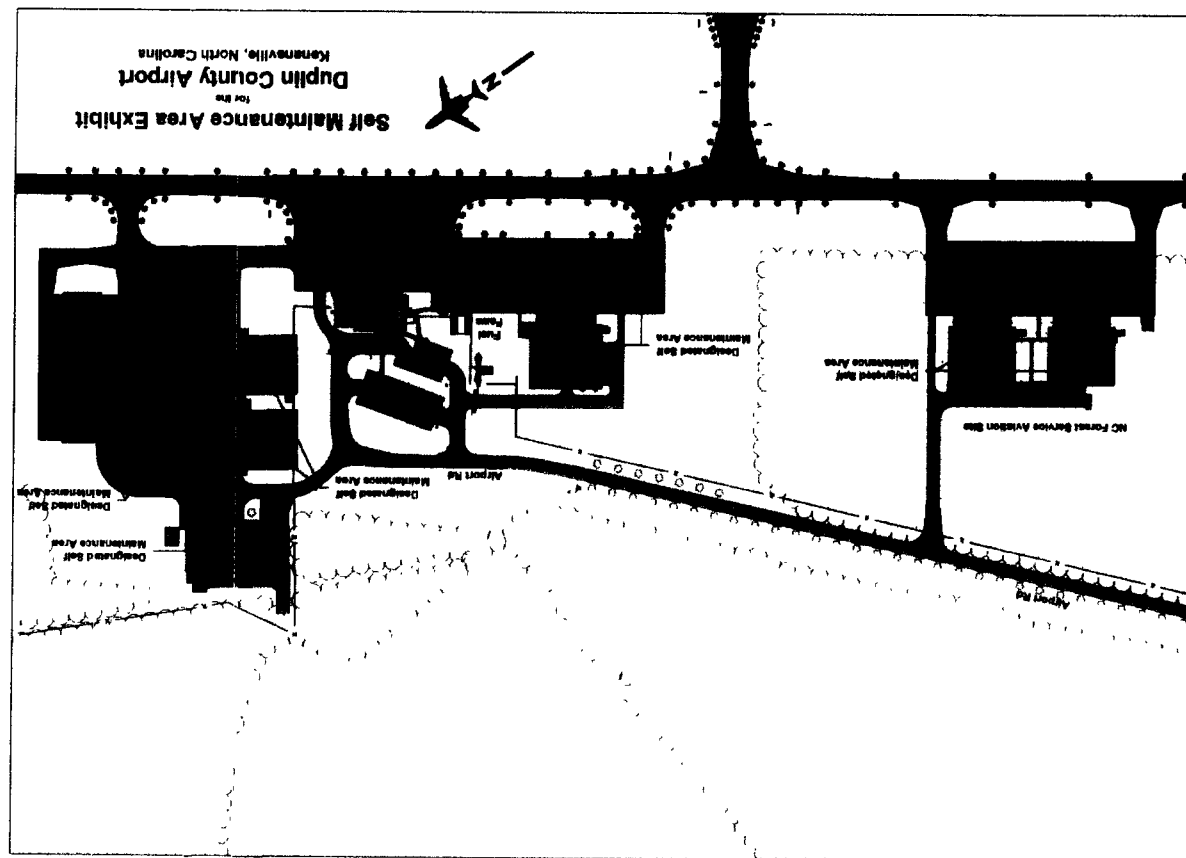


EXHIBIT "B"
Duplin County Airport Traffic Pattern

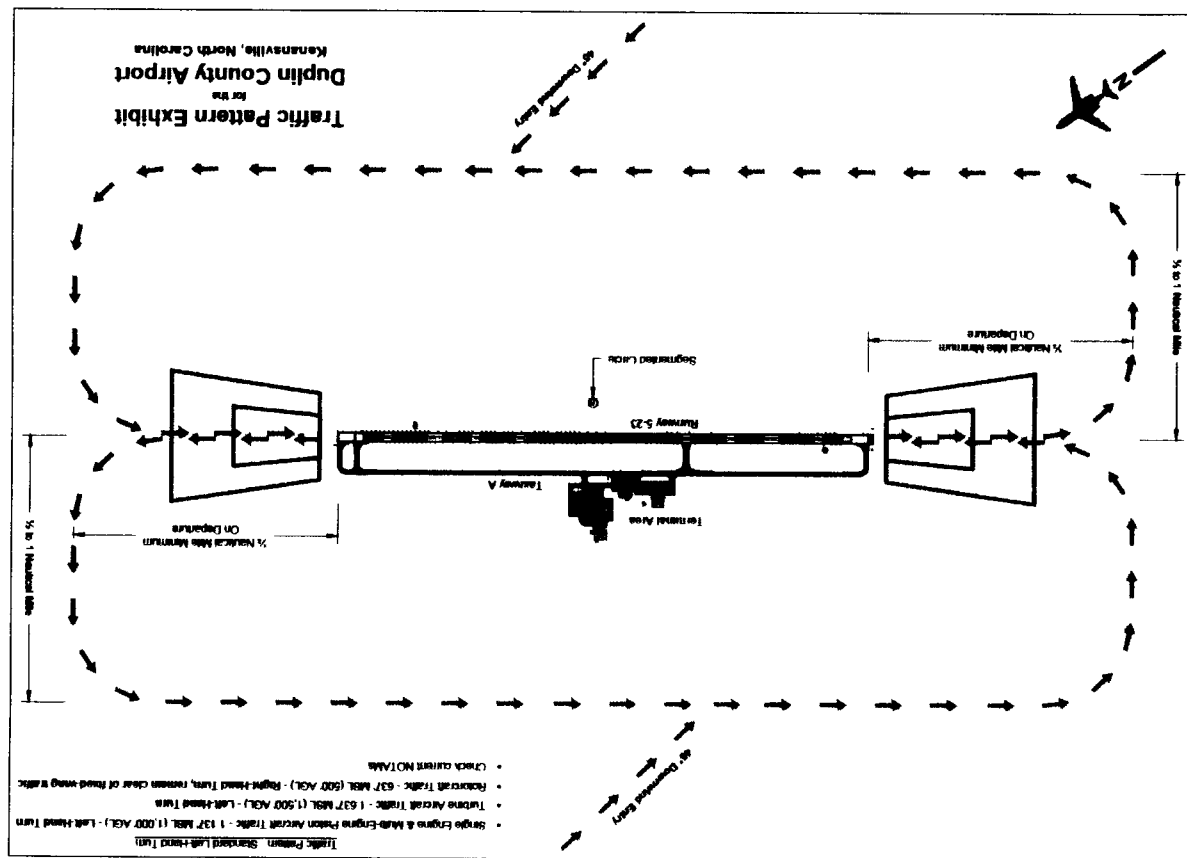


EXHIBIT "D"

Procedure for Obtaining A Self Fueling Permit at DPL

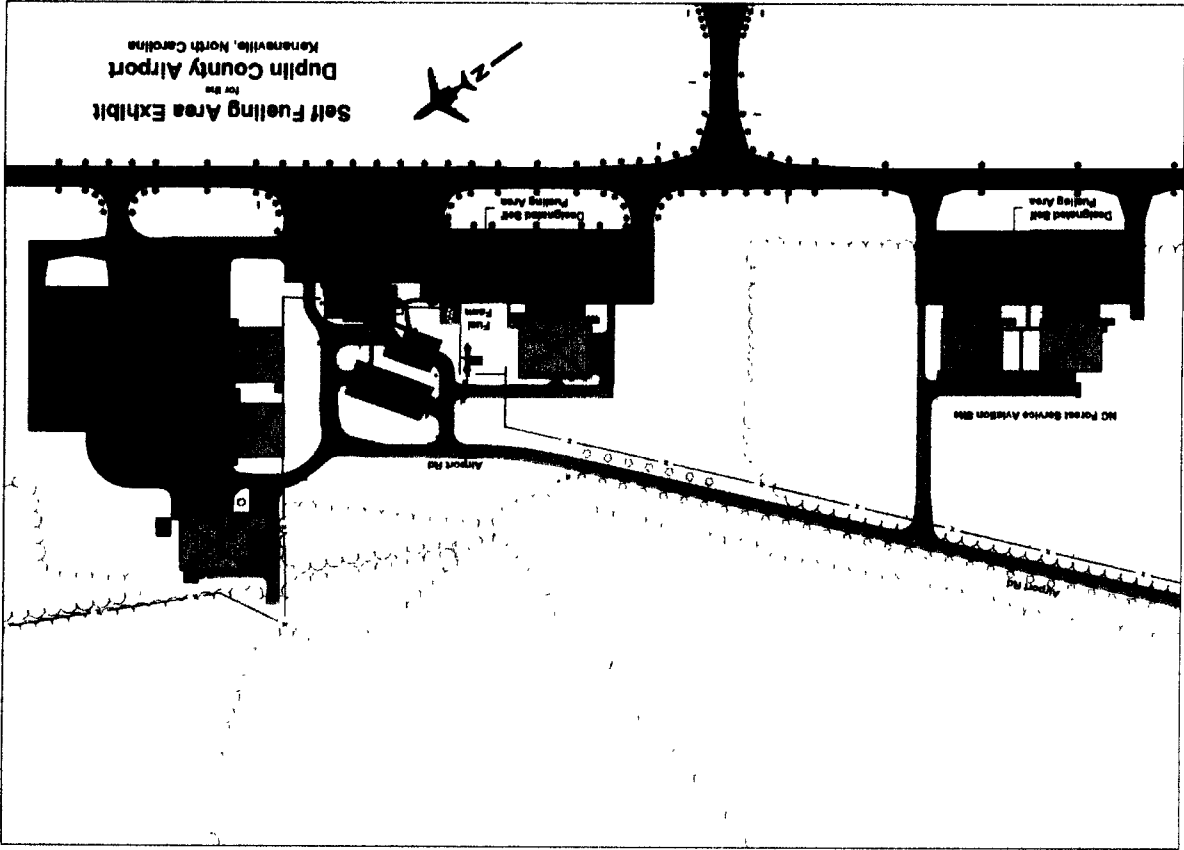
Any individual or entity wishing to supply and dispense fuel into their own aircraft at the Airport must do so using their own employees and their own equipment, and they must also obtain a self-fueling permit from the Airport Director. Applications for self-fueling permits are available at the Airport Director's office. The procedure for obtaining a self-fueling permit is as follows:

- a. Submit a completed self-fueling application to the Airport Director with the required approvals shown below in paragraphs b & c together with a check for the fee
- b. Complete the approved self-fueling training course conducted by the Fire Marshall or the Airport Director
- c. Obtain approval from the Fire Marshall for equipment to be used in the self-fueling operation
- d. Obtain general liability insurance coverage on the fueling equipment, as required by the County
- e. Pay the annual permit fee of \$50.00 and a flowage fee for all gallons over 500 pumped per year

(The rest of this page is intentionally left blank)

EXHIBIT "C"

Location of Designated Areas for Self-Fueling at DPL



This form is for local Airport usage and does not replace the reporting requirements of NTSB 830 with regard to aircraft accidents and incidents. A copy of a Federal accident report may be submitted in lieu of this form.

1 Name of person _____ Age _____

Address _____

Phone (H) _____ (W) _____

Date and time of occurrence _____

2 Nature and extent of injuries _____

Description of accident/injury _____

Name of doctor or hospital _____

3 Kind of property and extent of damage (use reverse for vehicles and aircraft)

Name of owner _____

Address _____

Phone (H) _____ (W) _____

4 Reported to police _____

Report number _____

Name of police department _____

Weather condition(s) _____

5 Vehicle/Aircraft identification (Number 1)

Name of owner _____

Address _____

Phone (H) (W)
N Number (or Tag & State)
Make
Model Year
Serial Number (or VIN)

6 Vehicle/Aircraft identification (Number 2)
Name of owner
Address

Phone (H) (W)
N Number (or Tag & State)
Make
Model Year
Serial Number (or VIN)

7 Name of Witness
Address

Phone (H) (W)
8 Name of Witness
Address

Phone (H) (W)
9 Remarks or additional information

10 Signature Date

EXHIBIT "F"
Application for Placement of Sign on Airport Property
Duplin County Airport

DATE

NAME

ORGANIZATION

LEASE DATE

LEASE EXPIRATION

PURPOSE OF SIGN

DESCRIPTION OF SIGN (ATTACH PHOTO IF AVAILABLE)

DIRECTOR'S REVIEW AND COMMENTS

BOARD APPROVAL? Y N

DATE

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	02	47	BUA	08/04/2021	08/04/2021	081621	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT		CREDIT OB	
1	5165	42420					T					2,172.35
2	5165	42990					T			2,172.35		
** 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
2022	02	56	BUA	08/04/2021	08/04/2021	081621	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT		CREDIT OB	
1	4920	45000					T					528.00
2	4920	43210					T			528.00		
** 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
2022	02	105	BUA	08/06/2021	08/06/2021	081621	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT		CREDIT OB	
1	5155	40121					T					7,177.50
2	5165	40121					T					2,392.50
3	5155	41990					T			7,177.50		
4	5165	41990					T			2,392.50		
5	5176	42980					T					5,500.00
6	5176	40121					T			3,900.00		
7	5176	40181					T			250.00		
										SOCIAL SECURITY		



08/11/2021 12:36
trisha.brown

Duplin County, NC
JOURNAL INQUIRY

P 2
glcjeinq

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	02	105	BUA	08/06/2021	08/06/2021	081621	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION				DEBIT	CREDIT OB
8	5176	40182					T RETIREMENT				450.00	
9	5176	40183					T HOSPITAL INSURANCE				400.00	
10	5176	43540					T SOFTWARE MAINTENANCE				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
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LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION				DEBIT	CREDIT
1	4920	41990					T PROFESSIONAL SERVICES					240.00
2	4920	43520					T REPAIRS & MAINTENANCE EQUIPME				240.00	
** JOURNAL TOTAL											0.00	0.00
** GRAND TOTAL											0.00	0.00

4 Journals printed

** END OF REPORT - Generated by Trisha-Ann Brown **

County of Duplin
Office of the County Commissioners



**RESOLUTION TO APPOINT TRISHA-ANN HOSKINS AS DEPUTY CLERK
TO THE
DUPLIN COUNTY BOARD OF COMMISSIONERS**

State of North Carolina

County of Duplin

WHEREAS, under the North Carolina General Statutes in Chapter 153A-111, the Board of Commissioners is required to appoint or designate a Clerk to the Board of Commissioners; and

WHEREAS, the Duplin County Board of Commissioners has appointed Davis H. Brinson to serve as the Clerk to the Duplin County Board of Commissioners; and

WHEREAS, the Duplin County Board of Commissioners desires to appoint a Deputy Clerk to assist and support the Clerk to the Board and to serve in his job functions and act in his absence by assuming responsibilities required to continue the operation of the office including preparing agendas for Board meetings, gathering information for meeting agenda packets, and notifying Commissioners, appropriate County staff, news media, and other interested parties of dates and times of Board meetings and attending Board meetings; and

WHEREAS, the Deputy Clerk to the Board will be responsible for assisting the Clerk with the maintenance of official County documents, coordinating and maintaining a permanent record of Board actions including historical and current official records, and researching and preparing various reports and other office activities; and

WHEREAS, the Deputy Clerk to the Board will assist the Clerk in keeping up-to-date information on all County Board and Commission appointments and advertisements as well as the preparation of letters of appointment, reappointment and appreciation; and

WHEREAS, the Deputy Clerk to the Board assists the Clerk with coordinating meetings for Commissioners and other officials as necessary;

NOW, THEREFORE, LET IT BE RESOLVED, that the Duplin Board of County Commissioners, hereby confers the above duties and responsibilities on Trisha-Ann Hoskins by appointing her as the Deputy Clerk to the Duplin County Board of County Commissioners effective August 16, 2021.

Adopted this the 16th day of August, 2021.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

Attest.

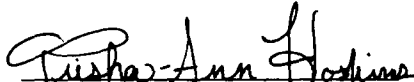
Davis H. Brinson
Clerk to the Board of Commissioners



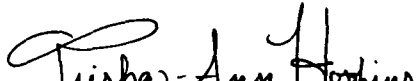
**OATH OF OFFICE
DEPUTY CLERK TO THE BOARD OF COUNTY COMMISSIONERS**

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

I, **Trisha-Ann Hoskins**, do solemnly swear that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, no inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me God.


Trisha-Ann Hoskins

I, **Trisha-Ann Hoskins**, do swear that I will well and truly execute the duties of the office of Deputy Clerk to the Duplin County Board of Commissioners according to the best of my skill and ability, according to law, so help me, God.


Trisha-Ann Hoskins

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

I, **Davis H. Brinson**, Clerk to the Duplin County Board of Commissioners, hereby state that the foregoing oaths of Trisha-Ann Hoskins were sworn to and subscribed to before me on this the 16th day of August, 2021.


Davis H. Brinson
Clerk to the Board of County Commissioners

Attest: 
J. Timothy Wilson
Duplin County Attorney

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (Authorized Official's Title)* Chairman of (Name of Applicant's Governing Body) Duplin County Board of County Commissioners is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (Certifying Official's Name)* Davis Brinson (Certifying Official's Title) Duplin County Manager do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) Duplin County Board of Commissioners duly held on the 16 day of August, 2021.



Signature of Certifying Official

*Note that the authorized official, certifying official, and notary public should be three separate individuals.

Seal Subscribed and sworn to me
(date)

AUGUST 16, 2021


Notary Public *

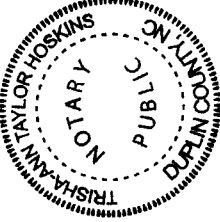
TRISHA-ANN TAYLOR HOSKINS
DUPLIN COUNTY, NC.

Printed Name and Address

My commission expires

(date) JANUARY 25, 2026

Affix Notary Seal Here



PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2023 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (Board Member's Name) Elwood Garner and seconded by (Board Member's Name or N/A, if not required) Jesse Dowse for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

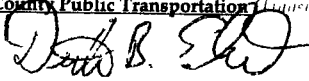
WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, (Legal Name of Applicant) Duplin County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

Legal Name of Applicant: Duplin County
(Complete either Part A or Part B; and Part C)

Part A – No complaints or Lawsuits Filed

I certify that to the best of my knowledge, ~~no complaints or lawsuits~~ alleging discrimination have been filed against Duplin County Public Transportation (Duplin County) during the period July 1, 2020 through June 30, 2021.



Signature of Authorized Official

August 16, 2021
Date

Dexter Edwards, Chairperson BOCC
Type Name and Title of Authorized Official

Part B – Complaints or Lawsuits Filed

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against _____ *Transit System Name* during the period July 1, 2020 through June 30, 2021.

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome

(Attach an additional page if required.)

Signature of Authorized Official

Date

Type Name and Title of Authorized Official

Part C - Title VI Plan

Do you currently have a Title VI Plan: _____ Date of last plan update: _____

DBE GOOD FAITH EFFORTS CERTIFICATION

This is to certify that in all purchase and contract selections Duplin County is committed to and shall make good faith efforts to purchase from, and award contracts to, Disadvantaged Business Enterprises (DBEs).

DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:

Required by IMD	Check all that apply	Description
*	☒	Write a letter/email to Certified DBEs in the service area to inform them of purchase or contract opportunities;
*	☒	Document telephone calls, emails and correspondence with or on behalf of DBEs;
	☐	Advertise purchase and contract opportunities on local TV Community Cable Network;
*	☒	Request purchase/contract price quotes/bids from DBEs;
	☐	Monitor newspapers for new businesses that are DBE eligible
*	☒	Encourage interested eligible firms to become NCDOT certified. Interested firms should contact the office of contractual services at (919) 707-4800 for more information
*	☒	Encourage interested firms to contact the Office of Historically Underutilized Businesses at (919) 807-2330 for more information
*	☒	Consult NCDOT Certified DBE Directory. A DBE company will be listed in the DBE Directory for each work type or area of specialization that it performs. You may obtain a copy of this directory at _____
	☐	Other efforts: Describe:
	☐	Other efforts: Describe:

You may obtain a copy of the USDOT Disadvantaged Business Enterprise Program Title 49 Part 26 at <https://www.ebs.nc.gov/VendorDirectory/default.html>

Reminder: Documentation of all good faith efforts shall be retained for a period of five (5) years following the end of the fiscal year.

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts.



Signature of Authorized Official

August 16, 2021
Date

Dexter Edwards, Chairperson, Duplin County Board of Commissioners
Type Name and Title of Authorized Official

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION

DBE/MBE/WBE/HUB ANTICIPATED VENDOR AWARDS in FY 2023

APPLICANT'S NAME: Duplin County

MAILING ADDRESS: PO Box 950, Kenansville, NC 28349

VENDOR NUMBER: 20214

PERIOD COVERED

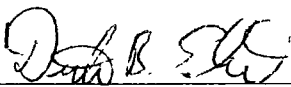
From: July 01, 2022

To: June 30, 2023

We expect to utilize the following list of DBE/MBE/WBE/HUB Vendors in FY 2023:

DBE/MBE/WBE/HUB Vendor/Subcontractor's Name	Mailing Address City, State, Zip	ID# from NCDOT Website	Describe Service/ Item to be Purchased	Anticipated Expenditure (\$)
				TOTAL

- ☐ The above list includes the DBE/MBE/WBE/HUB Vendors the applicant expects to utilize in FY 2023.
- ☒ The applicant does **NOT** expect to utilize any DBE/MBE/WBE/HUB Vendors in FY 2023.



Signature of Authorized Official

August 16, 2021

Date

FY 2023 LOCAL SHARE CERTIFICATION FOR FUNDING

Duplin County
(Legal Name of Applicant)

Requested Funding Amounts

Project	Total Amount	Local Share**
5311 Administrative	\$ 242,263	\$ 36,339 (15%)
5311 Operating (No State Match)	\$	\$ (50%)
5310 Operating (No State Match)	\$ 40,000	\$ 20,000 (50%)
5307 Operating	\$	\$ (50%)
5307 Planning	\$	\$ (10%)
Combined Capital	\$ 217,685	\$ 21,769 (10%)
Mobility Management	\$	\$ (50%)
5310 Capital Purchase of Service	\$	\$ (10%)
	\$	\$ ()
	\$	\$ ()
	\$	\$ ()

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	\$ 499,948	\$ 78,108
	Total Funding Requests	Total Local Share

**NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.

The Local Share is available from the following sources:

Source of Funds	Apply to Grant	Amount
Agency Purchase	5311	\$ 36,339
Agency Purchase	5310	\$ 20,000
Agency Purchase	Capital	\$ 21,769
		\$
		\$
		\$

EEO QUESTIONNAIRE

Threshold Requirements: Any applicant, recipient, or sub-recipient is required to comply with program requirements in Chapter III if it meets the following thresholds:

- a. Employees 100 (+) or more transit-related employees*; and
- b. Requests or receives capital or operating assistance under Sections 3, 4(i), or 9 of the FTA; assistance under 23 U.S.C. 142(a)(2) or 23 U.S.C. 103(e)(4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or
- c. Request and receives planning assistance under Sections 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year.

Transit systems with 50 – 99 employees must keep a plan on file for review at next site visit.

Name of Organization: Duplin County Public Transportation

State DOT MPO X Transit Agency City

TrAMS ID: (if applicable)

- 1. How many employees do you have in your organization? 23
- 2. How many of those employees are *transit related? 23

* A transit related employee is an employee of an FTA applicant, recipient, or subrecipient who is involved in an aspect of an agency's mass transit operation funded by FTA. For example, a city planner involved in a planning bus routes would be counted as part of the recipient's work force, but a city planner involved in land use would not be counted.

**If EEO requirement is not applicable check here X sign at the bottom, and submit, otherwise complete remaining questions.

- 3. How much did your organization receive in capital or operating assistance the previous fiscal year?
- 4. How much did your organization receive in planning assistance the previous fiscal year?

FY 2023 Local Share Certificate (page 2)

	\$
	\$
TOTAL	\$ 78,108

** Fare box revenue is not an applicable source for local share funding

I, the undersigned representing (Legal Name of Applicant) Duplin County do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2023 Community Transportation Program and 5307 Governors Apportionment will be available as of July 1, 2022, which has a period of performance of July 1, 2022 – June 30, 2023.

Dexter B. Edwards
Signature of Authorized Official

Dexter Edwards, Chairperson, Duplin County BOC
Type Name and Title of Authorized Official
August 16, 2021
Date

9. Has your agency participated in an EEO compliance review?

If yes,

a. Were there any deficiencies? Yes _____ No _____

If yes, in what area(s)

b. Are any of the deficiencies still open Yes _____ No _____

If yes, in what area(s)?

I declare (or certify, verify, or state) that the foregoing is true and correct.

Signature

Date _____

Title Chairperson, Duplin County Board of County Commissioners

5. Does your agency submit an EEO Program? Yes _____ No _____

If yes, what is the date of your last submission? _____

6. Do you contract out any of your transit services? Yes _____ No _____

If no, skip to question 7. If yes,

a. What is the name of agency (s)?

b. How much does the agency receive in capital or operating assistance?

c. How much does the agency receive in planning assistance?

d. How many transit employees does the agency have?

e. Does the agency submit an EEO Program to you?		Yes	No

If yes, what is the date of their last EEO submission?

7. What is the date of your last Triennial Review (If applicable)?

a. Were there any deficiencies? _____ Yes _____ No

If yes, in what area(s)

	Yes	No
b. Are any of the deficiencies still open		

If yes, in what area(s)?

8. What is the date of your last State Management review (If Applicable)?

a. Were there any deficiencies? Yes _____ No _____

If yes, in what area(s)

	Yes	No
b. Are any of the deficiencies still open		

If yes, in what area(s)?

5311 DESIGNEE CERTIFICATION FORM

Resolution No. _____

Resolution authorizing the filing of applications with the North Carolina Department of Transportation– Integrated Mobility Division for grant years FY2023– FY2027, for federal transportation assistance authorized by 49 U.S.C. 5311, United States Code, other federal statutes administered by the Federal Transit Administration or state statutes administered by the State of North Carolina.

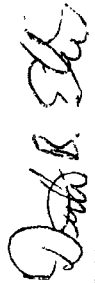
WHEREAS, the North Carolina Department of Transportation has been delegated authority to award federal financial assistance for transit projects as allocated throughout North Carolina by County;

NOW, THEREFORE, BE IT RESOLVED BY Duplin County Board of County Commissioners

1. That Chairperson is authorized to execute and file an application for federal assistance on behalf of Duplin County with the State of North Carolina for federal assistance authorized by 49 U.S.C. Chapter 5311 United States Code, other federal statutes or state statutes authorizing a project administered by the Federal Transit Administration.
2. That Chairperson is authorized to execute and file with its applications the annual certifications and assurances and other documents the State of North Carolina requires before awarding a federal assistance grant or cooperative agreement.
3. That Chairperson is authorized to execute grant and cooperative agreements with the State of North Carolina on behalf of Duplin County.

The undersigned duly qualified Chairperson, acting on behalf of the Duplin County Board of County Commissioners, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Duplin County Board of County Commissioners held on August 16, 2021.

[If the Applicant has an official seal, impress here.]



(Signature of Recording Officer)

CHAIRMAN, DUPLIN CO. BOCC

(Title of Recording Officer)

AUGUST 16, 2021

(Date)

FY 2023 Delegation of Authority

Date: 8/16/2021

I, Dexter Edwards

(Authorized Official's Typed/Printed Name)

Chairman of

Duplin County Board of Commissioners

Duplin County

(Grant recipient/Applicant Agency)

as the designated party with authority to submit funding applications and enter into contracts with the North Carolina Department of Transportation and execute all agreements and contracts with the NCDOT P Integrated Mobility Division hereby delegate authority to the individual(s) filling the positions as indicated below:

Primary Designee:

Angel Venecia, Director

(Name and Primary Designee's Position Title)

Duplin County Public Transportation

(Primary Designee's Agency)

Reimbursement Requests:

☒ Yes ☐ No

Budget Revisions:

☒ Yes ☐ No

Budget Amendments:

☒ Yes ☐ No

Period of Performance Extensions:

☒ Yes ☐ No

Other: ☐ Yes ☐ No

Alternate Designee #1:

Ashlie Strickland, Accounting Tech II

(Alternate Designee's Name and Position Title)

Duplin County Public Transportation

(Alternate Designee's Agency)

Reimbursement Requests:

☒ Yes ☐ No

Budget Revisions:

☒ Yes ☐ No

Budget Amendments:

☒ Yes ☐ No

Period of Performance Extensions:

☒ Yes ☐ No

Other: ☐ Yes ☐ No

Alternate Designee #2:

(Alternate Designee's Name and Position Title)

Reimbursement Requests:

☐ Yes ☐ No

Budget Revisions:

☐ Yes ☐ No

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FLOOD DAMAGE PREVENTION ORDINANCE

Non-Coastal Regular Phase

ARTICLE 1.	STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.	
SECTION A.	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 B. FINDINGS OF FACT.

(1) 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.

(2) 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 C. 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

- (1) 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,
- (2) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction,
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters,
- (4) Control filling, grading, dredging, and all other development that may increase erosion or flood damage, and
- (5) Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or which may increase flood hazards to other lands.

SECTION D. OBJECTIVES.

The objectives of this ordinance are to

- (1) Protect human life, safety, and health,
- (2) Minimize expenditure of public money for costly flood control projects,
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.

FLOOD DAMAGE PREVENTION ORDINANCE

Non-Coastal Regular Phase

ARTICLE 1.	STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.	
SECTION A.	STATUTORY AUTHORIZATION	
SECTION B.	FINDINGS OF FACT	
SECTION C.	STATEMENT OF PURPOSE.	
SECTION D.	OBJECTIVES	
ARTICLE 2.	DEFINITIONS.	
ARTICLE 3.	GENERAL PROVISIONS.	
SECTION A.	LANDS TO WHICH THIS ORDINANCE APPLIES	
SECTION B.	BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS	
SECTION C.	ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT	
SECTION D.	COMPLIANCE	
SECTION E.	ABROGATION AND GREATER RESTRICTIONS.	
SECTION F.	INTERPRETATION.	
SECTION G.	WARNING AND DISCLAIMER OF LIABILITY	
SECTION H.	PENALTIES FOR VIOLATION	

ARTICLE 4. ADMINISTRATION.

SECTION A.	DESIGNATION OF FLOODPLAIN ADMINISTRATOR	
SECTION B.	APPLICATION, PERMIT & CERTIFICATION REQUIREMENTS	
SECTION C.	DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR	
SECTION D.	CORRECTIVE PROCEDURES	
SECTION E.	VARIANCE PROCEDURES.	

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.

SECTION A.	GENERAL STANDARDS	
SECTION B.	SPECIFIC STANDARDS	
SECTION C.	RESERVED.	
SECTION D.	STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS	
SECTION E.	STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS	
SECTION F.	FLOODWAYS AND NON-ENCROACHMENT AREAS	
SECTION G.	STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AO)	
SECTION H.	STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AH)	

ARTICLE 6. LEGAL STATUS PROVISIONS.

SECTION A.	EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING FLOOD DAMAGE PREVENTION ORDINANCE	
SECTION B.	EFFECT UPON OUTSTANDING FLOODPLAIN DEVELOPMENT PERMITS	
SECTION C.	SEVERABILITY	
SECTION D.	EFFECTIVE DATE	
SECTION E.	ADOPTION CERTIFICATION	

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- (4) Minimize prolonged business losses and interruptions,
- (5) 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,
- (6) Minimize damage to private and public property due to flooding,
- (7) Make flood insurance available to the community through the National Flood Insurance Program.
- (8) Maintain the natural and beneficial functions of floodplains,
- (9) Help maintain a stable tax base by providing for the sound use and development of flood prone areas, and
- (10) Ensure that potential buyers are aware that property is in a Special Flood Hazard Area

ARTICLE 2. DEFINITIONS

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 it's 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

“Floodplan Management” means the operation of an overall program or 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

Duplin County Flood Damage Prevention Ordinance

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 Vehicle 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

Duplin County Flood Damage Prevention Ordinance

“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 Article 3, Section B 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 Article 4 Section E 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 Articles 4 and 5 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.

Duplin County Flood Damage Prevention Ordinance

“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.

Duplin County Flood Damage Prevention Ordinance

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 I misdemeanor pursuant to NC GS § 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.

ARTICLE 4. ADMINISTRATION.

SECTION A. DESIGNATION OF FLOODPLAIN ADMINISTRATOR.

The Planning Director, 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 community's overall compliance with the National Flood Insurance Program and the provisions of this ordinance.

SECTION B. FLOODPLAIN DEVELOPMENT APPLICATION, PERMIT AND CERTIFICATION REQUIREMENTS.

(1) 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:

- (a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
 - (i) 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.
 - (ii) The boundary of the Special Flood Hazard Area as delineated on the FIRM or other flood map as determined in Article 3, Section B, or a statement that the entire lot is within the Special Flood Hazard Area.
 - (iii) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 3, Section B.
 - (iv) The boundary of the floodway(s) or non-encroachment area(s) as determined in Article 3, Section B.
 - (v) The Base Flood Elevation (BFE) where provided as set forth in Article 3, Section B, Article 4, Section C, or Article 5, Section D;
 - (vi) The old and new location of any watercourse that will be altered or relocated as a result of proposed development, and
 - (vii) The certification of the plot plan by a registered land surveyor or professional engineer.
- (b) Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area including but not limited to:
 - (i) Elevation in relation to NAVD 1988 of the proposed reference level (including basement) of all structures,
 - (ii) Elevation in relation to NAVD 1988 to which any non-residential structure in Zones A, AE, AH, AO, A99 will be floodproofed, and
 - (iii) Elevation in relation to NAVD 1988 to which any proposed utility systems will be elevated or

“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.

ARTICLE 3. GENERAL PROVISIONS.

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all Special Flood Hazard Areas within the jurisdiction of Duplin County.

SECTION B. 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.

SECTION C. 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 Article 3, Section B of this ordinance.

SECTION D. 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 E. ABROGATION 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 F. 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 G. 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 H. PENALTIES FOR VIOLATION.

(a) Elevation Certificates

- (i) 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.
- (ii) 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.
- (iii) 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" x 3". Digital photographs are acceptable.*

(b) Floodproofing Certificate

- (i) 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.
- (ii) 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

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- (c) 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.
- (d) 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:
 - (i) The proposed method of elevation, if applicable (i.e., full, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls), and
 - (ii) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with Article 5, Section B(4)(d) when solid foundation perimeter walls are used in Zones A, AE, AH, AO, A99.
- (e) Usage details of any enclosed areas below the lowest floor.
- (f) 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.
- (g) Certification that all other Local, State and Federal permits required prior to floodplain development permit issuance have been received.
- (h) Documentation for placement of Recreational Vehicles and/or Temporary Structures, when applicable, to ensure that the provisions of Article 5, Section B, subsections (6) and (7) of this ordinance are met.
- (i) 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.

(2) Permit Requirements. The Floodplain Development Permit shall include, but not be limited to

- (a) 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.)
- (b) The Special Flood Hazard Area determination for the proposed development in accordance with a available data specified in Article 3, Section B.
- (c) The Regulatory Flood Protection Elevation required for the reference level and all attendant utilities.
- (d) The Regulatory Flood Protection Elevation required for the protection of all public utilities.
- (e) All certification submission requirements with timelines.
- (f) A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse unless the requirements of Article 5, Section F have been met.
- (g) The flood openings requirements.
- (h) Limitations of below BFE enclosure uses (i.e., parking, building access and limited storage only).
- (i) A statement that all materials below BFE/RFPE must be flood resistant materials.

(3) Certification Requirements.

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).

- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained
- (5) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of Article 5, Section F are met
- (6) 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 Article 4, Section B(3)
- (7) 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 Article 4, Section B(3)
- (8) Obtain actual elevation (in relation to NAVD 1988) of all public utilities in accordance with the provisions of Article 4, Section B(3).

(9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of Article 4, Section B(3) and Article 5, Section B(2)

(10) 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

(11) When BFE data has not been provided in accordance with the provisions of Article 3, Section B, 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 Article 5, Section D(2)(c), in order to administer the provisions of this ordinance

(12) When BFE data is provided but no floodway or non-encroachment area data has been provided in accordance with the provisions of Article 3, Section B, 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

(13) 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

(14) 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

(15) 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.

(16) 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.

(17) 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

Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

(c) 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 Article 5, Section B(3)(b).

(d) 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.

(e) 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 (a) and (b) of this subsection:

- (i) Recreational Vehicles meeting requirements of Article 5, Section B(6)(a),
- (ii) Temporary Structures meeting requirements of Article 5, Section B(7), and
- (iii) Accessory Structures that are 150 square feet or less or \$3,000 or less and meeting requirements of Article 5, Section B(8).

(4) **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

(a) 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,

(b) 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,

(c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage, and

(d) 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 C. **DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR**

The Floodplain Administrator shall perform, but not be limited to, the following duties:

- (1) 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.
- (2) 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.

(3) Notify adjacent communities and the North Carolina Department of Public Safety, Division of Emergency Management,

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- hear and decide requests for variances from the requirements of this ordinance
- (2) 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
- (3) Variances may be issued for
- (a) 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.
- (b) Functionally dependent facilities if determined to meet the definition as stated in Article 2 of this ordinance, provided provisions of Article 4, Section E(9)(b), (c), and (e) have 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
- (c) Any other type of development provided it meets the requirements of this Section
- (4) 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
- (a) The danger that materials may be swept onto other lands to the injury of others.
- (b) The danger to life and property due to flooding or erosion damage,
- (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
- (d) The importance of the services provided by the proposed facility to the community.
- (e) The necessity to the facility of a waterfront location as defined under Article 2 of this ordinance as a functionally dependent facility, where applicable.
- (f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.
- (g) The compatibility of the proposed use with existing and anticipated development.
- (h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area.
- (i) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (j) 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
- (k) 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
- (5) A written report addressing each of the above factors shall be submitted with the application for a variance
- (6) 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
- (7) 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
- (8) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the FEMA and

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

- (18) Follow through with corrective procedures of Article 4, Section D
- (19) Review, provide input, and make recommendations for variance requests
- (20) 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 Article 3, Section B of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify State and FEMA of mapping needs
- (21) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs)

SECTION D. CORRECTIVE PROCEDURES.

(1) 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

(2) 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

- (a) That the building or property is in violation of the floodplain management regulations.
- (b) 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
- (c) That following the hearing, the Floodplain Administrator may issue an order to alter, vacate, or demolish the building, or to remove fill as applicable

(3) 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

(4) 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.

(5) 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 GS § 143-215.58 and shall be punished at the discretion of the court.

SECTION E. VARIANCE PROCEDURES.

(1) The Duplin County Planning Board as established by Duplin County, hereinafter referred to as the "appeal board" shall

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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.

- (a) Replacements part of a substantial improvement, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall also meet the above provisions
 - (b) 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
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system
- (6) 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

(7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding

(8) 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

(9) 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 Article 4, Section E(10). 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 Article 4, Section B(3).

- (10) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage
- (11) 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

(12) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards

(13) 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

(14) 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

(15) 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

(16) 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 B. SPECIFIC STANDARDS.

In all Special Flood Hazard Areas where BFE data has been provided, as set forth in Article 3, Section B, or Article 5, Section D, the following provisions, in addition to the provisions of Article 5, Section A, are required

Duplin County Flood Damage Prevention Ordinance

the State of North Carolina upon request

(9) **Conditions for Variances**

- (a) Variances shall not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances
- (b) 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
- (c) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief
- (d) Variances shall only be issued prior to development permit approval
- (e) Variances shall only be issued upon
 - (i) A showing of good and sufficient cause,
 - (ii) A determination that failure to grant the variance would result in exceptional hardship, and
 - (iii) 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

(10) 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

- (a) The use serves a critical need in the community
- (b) No feasible location exists for the use outside the Special Flood Hazard Area
- (c) The reference level of any structure is elevated or floodproofed to at least the Regulatory Flood Protection Elevation
- (d) The use complies with all other applicable federal, state and local laws
- (e) The 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

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.

SECTION A. GENERAL STANDARDS.

In all Special Flood Hazard Areas the following provisions are required

- (1) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure
- (2) 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*
- (3) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages
- (4) 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 equipment

Duplin County Flood Damage Prevention Ordinance

- interior or exterior adjacent grade.

(v)

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

(vi)

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

(g)

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

(5) Additions/Improvements

- (a)

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
- (i)

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
- (ii)

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
- (b)

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
- (c)

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

- (i)

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
- (ii)

A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction

- (d)

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

- (i)

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
- (ii)

Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure

- (1)

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 2 of this ordinance
- (2)

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 2 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

(3) Manufactured Homes

- (a)

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 2 of this ordinance
- (b)

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
- (c)

All enclosures or skirting below the lowest floor shall meet the requirements of Article 5, Section B(4)
- (d)

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
- (4)

Elevated Buildings. Fully enclosed area of new construction and substantially improved structures, which is below the lowest floor

(a)

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,

(b)

Shall not be temperature-controlled or conditioned

(c)

Shall be constructed entirely of flood resistant materials at least to the Regulatory Flood Protection Elevation, and

(d)

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
- (i)

A minimum of two flood openings on different sides of each enclosed area subject to flooding,

(ii)

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,

(iii)

If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit,

(iv)

The bottom of all required flood openings shall be higher than one (1) foot above the higher of the
- Duplin County Flood Damage Prevention Ordinance
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shall be met

- (a) 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.
- (b) 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.
- (c) Above-ground tanks, not elevated Above-ground tanks that do not meet the elevation requirements of Section B (2) 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.

- (d) Tank inlets and vents Tank inlets, fill openings, outlets and vents shall be

- (i) 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
- (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood

(10) Other Development

- (a) 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 Article 5, Section F of this ordinance
- (b) 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 Article 5, Section F of this ordinance
- (c) 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 Article 5, Section F of this ordinance
- (d) 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 C. RESERVED.

SECTION D. STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Article 3, Section B, where no BFE data has been provided by FEMA, the following provisions, in addition to the provisions of Article 5, Section A, shall apply

- (1) 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

- (6) Recreational Vehicles. Recreational vehicles shall either

- (a) Temporary Placement

- (i) Be on site for fewer than 180 consecutive days, or
- (ii) 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)
- (b) Permanent Placement: Recreational vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction

- (7) 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

- (a) 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;
- (b) The name, address, and phone number of the individual responsible for the removal of the temporary structure,
- (c) 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),
- (d) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure, and
- (e) Designation, accompanied by documentation, of a location outside the Special Flood Hazard Area, to which the temporary structure will be moved

- (8) 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

- (a) Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas),
- (b) Accessory structures shall not be temperature-controlled,
- (c) Accessory structures shall be designed to have low flood damage potential,
- (d) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters,
- (e) Accessory structures shall be firmly anchored in accordance with the provisions of Article 5, Section A(1),
- (f) All service facilities such as electrical shall be installed in accordance with the provisions of Article 5, Section A(4), and
- (g) Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Regulatory Flood Protection Elevation in conformance with the provisions of Article 5, Section B(4)(d)

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 Article 5, Section B (2). Elevation or floodproofing certifications are required for all other accessory structures in accordance with Article 4, Section B(3).

- (9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria Duplin County Flood Damage Prevention Ordinance

flood discharge

(2) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria

- (a) 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 Article 5, Sections A and B
- (b) 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 Article 5, Sections B and F
- (c) 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 Article 3, Section B and utilized in implementing this ordinance
- (d) 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 Article 2. All other applicable provisions of Article 5, Section B shall also apply

SECTION E. 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:

- (1) Standards of Article 5, Sections A and B, and
- (2) 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 F. FLOODWAYS AND NON-ENCROACHMENT AREAS.

Areas designated as floodways or non-encroachment areas are located within the Special Flood Hazard Areas established in Article 3, Section B. 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 Article 5, Sections A and B, shall apply to all development within such areas:

- (1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (a) 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
 - (b) 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
- (2) If Article 5, Section F(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions

of this ordinance

- (3) Manufactured homes may be permitted provided the following provisions are met:
 - (a) The anchoring and the elevation standards of Article 5, Section B(3), and
 - (b) The encroachment standards of Article 5, Section F(1)

ARTICLE 6. LEGAL STATUS PROVISIONS.

SECTION A. 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
Beula ville	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 B. 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 C. 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 affect the validity of the remaining portions of this Ordinance.

SECTION D. EFFECTIVE DATE.

This ordinance shall become effective August 16, 2021.

Division of Public Health
Agreement Addendum
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Duplin County Health Department Local Health Department Legal Name	Epidemiology Section / Communicable Disease Branch DPH Section / Branch Name
545 ED Regional Prevention Support Teams Activity Number and Description	Caroline Colburn 919-737-4548 caroline.colburn@dhhs.nc.gov DPH Program Contact (name, phone number, and email)
06/01/2021 – 05/31/2022 Service Period	DPH Program Signature (only required for a negotiable agreement addendum)
07/01/2021 – 06/30/2022 Payment Period	Date
☐ Original Agreement Addendum ☒ Agreement Addendum Revision # 1	

- I. **Background:**
No change.
- II. **Purpose:**
This Agreement Addendum Revision #1 provides additional funds in order to include family care and behavioral health facilities as additional facility types that are served by the Regional Prevention Support Teams. This additional funding supports these teams and ensures their success in providing on-site infection prevention and control assistance, training, and consultation to all types of post-acute care facilities, particularly those facility types that do not have trained medical staff.
- III. **Scope of Work and Deliverables:**
As of August 1, 2021, Paragraph 1 is replaced in its entirety with the following.
1. **Reach and engage the following priority populations:** Work proactively with the administrations of long-term care facilities, including skilled nursing facilities, assisted living facilities, independent living facilities, adult care homes, family care homes, and behavioral health facilities on the prevention, early detection and infection prevention strategies for COVID-19 and other communicable conditions of concern.

- As of August 1, 2021, Paragraph 2.a. is replaced in its entirety with the following:*
2. **Maintain a Regional Prevention Support Team (RPST):**
 - a. On behalf of its region, the Local Health Department will maintain a Regional Prevention Support Team (RPST) based on the budgetary guidance. Each RPST has a Regional

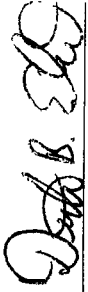
Health Director Signature	(use blue ink)	Date
Local Health Department to complete: (if follow-up information is needed by DPH)		
LHD program contact name: _____		
Phone number with area code: _____		
Email address: _____		

Signature on this page signifies you have read and accepted all pages of this document. Revised July 2019

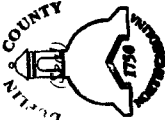
SECTION E. ADOPTION CERTIFICATION

I hereby certify that this is a true and correct copy of the Flood Damage Prevention Ordinance as adopted by the Duplin County Board of Commissioners of Duplin County, North Carolina, on the 16th day of August, 2021

WITNESS my hand and the official seal of Duplin County, this the 16th day of August, 2021


Dexter Edwards, Chairman


Davis H. Brinson, Clerk



Supplement reason: ☒ In AA+BE or AA+BE Rev --OR-- ☐ --

CFDA #:		93.323		Fed awd date:		05/19/20		Is award R&D?		no		FAIN:		NU50CK000530 (01-04)		Total amount of fed awd: \$ 188951581	
CFDA name:		Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)		Fed award project description:		CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)		Fed awarding agency:		DHHS, Centers for Disease Control and Prevention		Subrecipient		Subrecipient		Federal award indirect cost rate	
Subrecipient		DUNS		Fed funds for This Supplement		Total of All Fed Funds for This Activity		Subrecipient		DUNS		This Supplement		Total of All Fed Funds for This Activity		%	
Alamance	965194483																
Albemarle	130537822		1,098		287,120												
Alexander	030495105																
Anson	847163029																
Appalachian	780131541		21,802		431,838												
Beaufort	091567776																
Bladen	084171628																
Brunswick	091571349																
Buncombe	879203560																
Burke	883321205																
Cabarrus	143408289		0		596,058												
Caldwell	948113402																
Carteret	058735804																
Caswell	077846053																
Catawba	083677138																
Chatham	131356607																
Cherokee	130705072																
Clay	145058231																
Cleveland	879924850																
Columbus	040040016																
Craven	091564294																
Cumberland	123914376		34,602		382,632												
Dare	082358631																
Davidson	077839744																
Davie	076526651																
Duplin	095124798		65,622		413,652												
Durham	088564075																
Edgecombe	093125375																
Foothills	782359004		51,994		524,038												
Forsyth	105316439																
Franklin	084168632																
Gaston	071062186																
Graham	070952383																
Granville-Vance	063347626		37,994		510,038												
Greene	091564591																
Guilford	071563613																
Halifax	014305957																
Harnett	091565986																
Haywood	070620232																
Henderson	085021470																
Hoke	091563643																
Hyde	832526243																
Iredell	074504507																

Prevention Coordinator and additional prevention trainers, the number of which is based upon the number of Nursing Home, Adult Care Home, and Family Care Home beds in each region. Training for the RPSTs will be provided by the Communicable Disease Branch (CDB) in collaboration with UNC SPICE.

As of August 1, 2021, Paragraph 6 is added, as follows:

6. Ensure that its Regional Prevention Support Team will use evidence-based infection control procedures consistent with applicable CDC, CMS and HHS guidance to bolster infection prevention knowledge and practices, mitigating and preventing health threats like COVID-19 and all other infectious diseases, thereby reducing morbidity and mortality.

IV.

Performance Measures/Reporting Requirements:

As of August 1, 2021, under Paragraph 2. RPST Performance Measures, Subparagraph a. is replaced in its entirety with the following:

- a. Conduct a site visit to each adult care home and family care home in its region by May 31, 2022.

As of August 1, 2021, under Paragraph 2. RPST Performance Measures, Subparagraph c. is replaced in its entirety with the following:

- c. Complete educational sessions for skilled nursing facilities, adult care homes, family care homes, and behavioral health facilities' staff based on gaps identified during site visits to these facility types in its region by May 31, 2022.

As of August 1, 2021, under Paragraph 2. RPST Performance Measures, Subparagraph d. is added, as follows:

- d. Conduct a site visit to each behavioral health facility in its region by May 31, 2022.

V.

Performance Monitoring and Quality Assurance:

No change.

VI.

Funding Guidelines or Restrictions:

No change.

Activity 545	AA 1175 878A HH	1175 883A P5	Proposed Total	New Total
Service Period	06/01-05/31	06/01-05/31		
Payment Period	07/01-06/30	07/01-06/30		
01 Alamance		0	0	0
D1 Albemarle	* 1	1,098	100,000	101,098
02 Alexander		0	0	0
04 Anson		0	0	0
D2 Appalachian	* 1	21,802	100,000	121,802
07 Beaufort		0	0	0
09 Bladen		0	0	0
10 Brunswick		0	0	0
11 Buncombe		0	0	0
12 Burke		0	0	0
* 13 Cabarrus	* 1	0	100,000	100,000
14 Caldwell		0	0	596,058
16 Carteret		0	0	0
17 Caswell		0	0	0
18 Catawba		0	0	0
19 Chatham		0	0	0
20 Cherokee		0	0	0
22 Clay		0	0	0
23 Cleveland		0	0	0
24 Columbus		0	0	0
25 Craven		0	0	0
* 26 Cumberland	* 1	34,602	100,000	134,602
28 Dare		0	0	382,632
29 Davidson		0	0	0
30 Davie		0	0	0
* 31 Duplin	* 1	65,622	100,000	165,622
32 Durham		0	0	413,652
33 Edgecombe		0	0	0
* D7 Foothills	* 1	51,994	100,000	151,994
34 Forsyth		0	0	524,038
35 Franklin		0	0	0
36 Gaston		0	0	0
38 Graham		0	0	0
* D3 Gran-Vance	* 1	37,994	100,000	137,994
40 Greene		0	0	510,038
41 Guilford		0	0	0
42 Halifax		0	0	0
43 Harnett		0	0	0
44 Haywood		0	0	0
45 Henderson		0	0	0
46 Hertford		0	0	0
47 Hoke		0	0	0
48 Hyde		0	0	0
49 Iredell		0	0	0
50 Jackson		0	0	0

CFDA name: Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)		CFDA # #: 93.323		Fed awd date: 01/13/21		Is award R&D?		no		FAIN: NU50CK000530		Total amount of fed awd: \$ 603677156			
CFDA Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)												CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)			
Fed awarding agency: DHHS, Centers for Disease Control and Prevention												Federal award indirect cost rate: n/a			
Fed award project description: Federal award indirect cost rate: n/a												Federal award indirect cost rate: n/a			
Subrecipient		Subrecipient DUNS		Fed funds for This Supplement		Total of All Fed Funds for This Activity		Subrecipient		Subrecipient DUNS		Fed funds for This Supplement		Total of All Fed Funds for This Activity	
Alamance		965194483		=		=		Jackson		019728518		=		=	
Albemarle		130537822		100,000		287,120		Johnston		097599104		=		=	
Alexander		030495105		=		=		Jones		095116935		=		=	
Anson		847163029		=		=		Lee		067439703		=		=	
Appalachian		780131541		100,000		431,838		Lenoir		042789748		=		=	
Beaufort		091567776		=		=		Lincoln		086869336		=		=	
Bladen		084171628		=		=		Macon		070626825		100,000		363,531	
Brunswick		091571349		=		=		Madison		831052873		=		=	
Buncombe		879203560		=		=		MTW		087204173		=		=	
Burke		883321205		=		=		Mecklenburg		074498353		=		=	
Cabarrus		143408289		100,000		596,058		Montgomery		025384603		=		=	
Caldwell		948113402		=		=		Moore		050988146		=		=	
Carteret		058735804		=		=		Nash		050425677		=		=	
Caswell		077846053		=		=		New Hanover		040029563		=		=	
Catawba		083677138		=		=		Northampton		097594477		=		=	
Chatham		131356607		=		=		Onslow		172663270		=		=	
Cherokee		130705072		=		=		Orange		139209659		100,000		627,894	
Clay		145058231		=		=		Pamlico		097600456		=		=	
Cleveland		879924850		=		=		Pender		100955413		=		=	
Columbus		040040016		=		=		Person		091563718		=		=	
Craven		091564294		=		=		Pitt		080889694		100,000		425,581	
Cumberland		123914376		100,000		382,632		Polk		079067930		=		=	
Dare		082358631		=		=		Randolph		027873132		=		=	
Davidson		077839744		=		=		Richmond		070621339		=		=	
Davie		076526651		=		=		Robeson		082367871		=		=	
Duplin		095124798		100,000		413,652		Rockingham		077847143		=		=	
Durham		088564075		=		=		Rowan		074494014		=		=	
Edgecombe		093125375		=		=		Sampson		825573975		=		=	
Foothills		782359004		100,000		524,038		Scotland		091564146		=		=	
Forsyth		105316439		=		=		Stanly		131060829		=		=	
Franklin		084168632		=		=		Stokes		085442705		=		=	
Gaston		071062186		=		=		Surry		077821858		=		=	
Graham		020952383		=		=		Swain		146437553		=		=	
Granville-Vance		063347626		100,000		510,038		Toe River		113345201		=		=	
Greene		091564591		=		=		Transylvania		030494215		=		=	
Guilford		071563613		=		=		Union		079051637		=		=	
Halifax		014305957		=		=		Wake		019625961		=		=	
Harnett		091565986		=		=		Warren		030239953		=		=	
Haywood		070620232		=		=		Wayne		040036170		=		=	
Henderson		085021470		=		=		Wilkes		067439950		=		=	
Hoke		091563643		=		=		Wilson		075585695		=		=	
Hyde		832526243		=		=		Yadkin		089910624		=		=	
Iredell		074504507		=		=									

000507

**Division of Public Health
Agreement Addendum
FY 21-22**

Duplin County Health Department	
Local Health Department Legal Name	
361 ELC Reopening Schools SH Liaison	
Activity Number and Description	
06/01/2021 – 05/31/2022	
Service Period	
07/01/2021 – 06/30/2022	

I. Background:

In support of safe, in-person instruction in kindergarten through grade 12 (K-12) schools, screening testing can provide an additional layer of prevention to protect students, teachers, and staff and slow the spread of SARS-CoV-2, the virus that causes Coronavirus Disease 2019 (COVID-19). While it is critical for schools to remain open for academic, social, and emotional benefits, it is equally important to do so safely. (See: <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html>.) To enable schools to establish and expand COVID-19 screening testing programs to support and maintain in-person learning, the federal government is providing financial resources through the Centers for Disease Control and Prevention (CDC) under the ELC Reopening Schools award.

Public health and education are necessary partners for safe and healthy schools. Successful testing programs with the appropriate response to test results are enhanced by close collaborative working relationships between schools and local health authorities. Efforts should be taken to foster, grow and maintain the tie between public health and education to support COVID testing and response programs and other activities that improve population and individual health for students and school staff. Funding from the ELC award will support staff positions that encourage continuity of existing COVID-related activities, maintain the health department's integral role in screening testing, build upon the work already begun, and ensure a holistic assessment and monitoring of disease burden within any given community.

II. Purpose:

This Agreement Addendum provides temporary funding for the Local Health Department to hire Public Health Nurse (PHN) School Health Liaisons for the coordination of COVID-19 screening, testing, and

Health Director Signature	(use blue ink)	Date
Local Health Department to complete: (If follow-up information is needed by DPH)		
LHD program contact name:		
Phone number with area code:		
mail address:		

[illegible]

Sign and Date - DPH Program Administrator	7/7/21	Sign and Date - DPH Section Chief	7/28/2021
Sign and Date - DPH Contracts Office	7/9/2021	Sign and Date - DPH Budget Officer	

referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health.

- f. Privacy Protection
 - 1. Facilitate ‘read only’ access to the North Carolina Immunization Registry for county school nurses.
 - 2. Ensure local school nurses have reviewed and signed the LHD Annual Confidentiality Statement.
 - 3. Act as a resource in ensuring compliance with HIPAA and FERPA in coordinated activities.
- 3. Ensure the execution of Memorandums of Agreement (MOAs) inclusive of the job description activities between the LHD and schools/districts (LEA, Charter, Independent) that are providing COVID testing programs. This MOA requirement can be accomplished through amending the existing annual agreement referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health if Liaison activities are included and consistent with the MOA guidelines provided by the DPH School Health Unit.

Number of PHN Liaison Positions Funded	Amount of Funding Allocated
1	\$115,000

IV. Performance Measures/Reporting Requirements:

1. Performance Measures

- a. Employ one or more PHN School Health Liaisons by the start of the 2021-2022 school year to liaise with all school types and LEAs served by the LHD.
- b. Upload job descriptions of all nurses hired with these funds into the Smartsheet Dashboard.
<https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44e9b44e113b6e536ffb>

2. Reporting Requirements

The reporting below shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44e9b44e113b6e536ffb>

The LHD shall:

- a. Complete the COVID-19 Response Plan in the Smartsheet Dashboard. This response plan is to provide information related to the LHD’s broader goals and partnerships for COVID-19 preparedness and response. The Smartsheet dashboard will present a series of questions to be answered in a short-answer format, with topics including aspects of testing, contact tracing, vaccination, equity, and preparedness in general.

The LHD will be providing responses for a single COVID-19 Response Plan and this plan will meet the reporting requirements described under the FY22 Agreement Addenda for this Activity 361 as well as other Activities. (The specific Activities to be included for this COVID-19 Response Plan continue to evolve; the complete list of Activities can be found on the Smartsheet dashboard.)

vaccine administration efforts, and to coordinate other school health/public health services as described in the Memorandum of Agreements referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health.

III. Scope of Work and Deliverables:

The Local Health Department (LHD) shall:

- 1. Employ one or more PHN School Health Liaisons by the start of the 2021-2022 school year to liaise with all school types within the jurisdiction of the LHD. Allowable uses of funds include salary and fringe benefits, staff development and training, IT hardware and software, supplies including cell phones and office supplies, and travel.
- 2. Establish a job description for the PHN School Health Liaison that includes the following activities in addition to other local needs:
 - a. Administration/Joint Planning for School Health
 - 1. Coordinate school health efforts between the LHD and all LEAs and schools in the LHD county (or counties if a District LHD) served.
 - 2. Conduct ongoing evaluation of cooperative efforts and collaborate on needed changes.
 - 3. Serve as the LHD liaison for the School Health Nursing Program in all LEAs and schools in the LHD county (or counties if a District LHD) served.
 - 4. Participate in the LEA School Health Advisory Committee (SHAC).
 - b. Communicable Disease
 - 1. Coordinate shared activities related to COVID-19 testing programs in schools and related response to test results and mitigation efforts.
 - 2. Coordinate investigation and/or follow-up of other reportable communicable disease events.
 - 3. Participate in procedure development for response to communicable disease outbreaks in schools.
 - 4. Coordinate local media response in conjunction with school administration regarding communicable disease events and efforts in K-12 schools.
 - c. School Site Vaccine Administration Opportunities
 - 1. Provide Vaccine Information Statements (VIS) to schools and encourage on-site clinic opportunities.
 - 2. Coordinate vaccine, medical supplies, and documentation supplies as needed for clinics when scheduled.
 - 3. Assure completion of administration processes related to vaccines through data entry.
 - d. OSHA Compliance Program
 - 1. Coordinate the availability of OSHA-required vaccines for identified school staff through LHD clinics and the billing of LEA for required services.
 - 2. Act as a resource to the Lead Nurses/designees for OSHA Blood Born Pathogens training and incidents in schools.
 - e. Professional Development
 - 1. Include local school nurses in educational and workshop opportunities related to school health program needs.
 - 2. Ensure initial training and annual updates are provided for local school nurses on their duties regarding county disaster response as defined in the Memorandum of Agreements

student’s educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.

VI. **Funding Guidelines or Restrictions:**

- I. **Requirements for pass-through entities:** In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
- 2. Allowable uses of this Activity’s funds include salary and fringe benefits, staff development and training, IT hardware and software, supplies including cell phones and office supplies, and travel.

The COVID-19 Response Plan will receive DPH oversight from the DPH Branch staff members representing each relevant aspect. Any question the LHD has about the COVID-19 Response Plan should be directed to the DPH Division Director’s Office at lhldhealthserviceseta@dhhs.nc.gov

- b. Complete a **Monthly Financial Report** each month via the Smartsheet dashboard. These monthly financial reports will report on the prior month, with the exception of the first months’ reports, consistent with the due dates posted on the Smartsheet dashboard. The financial reports for June 2021, July 2021, August 2021, and September 2021 are due by October 22, 2021. Maintain all receipts and invoices for drawdowns that support the allowable use expenses which include salary and fringe benefits, staff development and training, IT hardware and software, supplies (including cell phones and office supplies), and travel. Seek prior approval from DPH program staff for any expenditure that is not consistent with allowable use listed.
- c. The LHD shall complete a **Quarterly Progress Report** each quarter via the Smartsheet dashboard. These periodic progress reports will report about the prior period’s progress on implementing the Agreement Addendum’s required school health nurse liaison activities as listed in the job description. The due dates are posted on the Smartsheet dashboard. The first progress report is to report for July – September 2021 and is due by October 22, 2021. This first progress report must include an estimated timeline for completion of 21/22 program deliverables. The quarterly periods for these progress reports are defined as:

July – September 2021
October – December 2021
January – March 2022

V. **Performance Monitoring and Quality Assurance:**

- 1. This Activity will be monitored by the Children & Youth Branch according to the following plan:
 - a. The Regional School Health Nurse Consultant (RSHNC) will review the Financial Reports each month to ensure that funds are spent only on allowable uses.
 - b. The RSHNC will review the Progress Reports each quarter.
 - c. An annual monitoring report will be completed by the DPH program staff (RSHNC) at the end of the year (May, 2022), and a copy made available to the Local Health Director. If the report indicates failure to adhere to deliverables in this Agreement Addendum, the Local Health Director or designee will work with the RSHNC to develop a corrective action plan.
- 2. The Local Health Department shall adhere to the following service quality measures:
 - a. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, Sixth edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.
 - b. Services are provided in a culturally sensitive manner.
 - c. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records that become part of the

Supplement reason: ☒ In AA+BE or AA+BE Rev -OR- ☐ -

CFDA #	93.323	Fed awd date	4/8/21	Is award R&D?	no	FAIN	NU50CK000530	Total amount of fed awd: \$	113539687
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CFDA Epidemiology and Laboratory Capacity for Infectious Disease (ELC)

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Fed award project description:		Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	%
				Fed award agency:	Epidemiology and Laboratory Capacity for Infectious Disease (ELC)					
Alamance	965194483	115,000	115,000	Subrecipient	Subrecipient	Jackson	019728518	115,000	115,000	115,000
Albemarle	130537822	920,000	920,000	Subrecipient	Subrecipient	Johnston	097599104	115,000	115,000	115,000
Alexander	030495105	115,000	115,000	Subrecipient	Subrecipient	Jones	095116935	115,000	115,000	115,000
Anson	847163029	115,000	115,000	Subrecipient	Subrecipient	Lee	067439703	115,000	115,000	115,000
Appalachian	780131541	345,000	345,000	Subrecipient	Subrecipient	Lenoir	042789748	115,000	115,000	115,000
Beaufort	091567776	115,000	115,000	Subrecipient	Subrecipient	Lincoln	086869336	115,000	115,000	115,000
Bladen	084171628	115,000	115,000	Subrecipient	Subrecipient	Macon	070626825	115,000	115,000	115,000
Brunswick	091571349	115,000	115,000	Subrecipient	Subrecipient	Madison	831052873	115,000	115,000	115,000
Burcombe	879203560	115,000	115,000	Subrecipient	Subrecipient	MTW	087204173	345,000	345,000	345,000
Burke	883321205	115,000	115,000	Subrecipient	Subrecipient	Mecklenburg	074498353	115,000	115,000	115,000
Cabarrus	143408289	115,000	115,000	Subrecipient	Subrecipient	Montgomery	025384603	115,000	115,000	115,000
Caldwell	948113402	115,000	115,000	Subrecipient	Subrecipient	Moore	050988146	115,000	115,000	115,000
Carteret	058735804	115,000	115,000	Subrecipient	Subrecipient	Nash	050425677	115,000	115,000	115,000
Caswell	077846053	115,000	115,000	Subrecipient	Subrecipient	New Hanover	040029563	115,000	115,000	115,000
Catawba	083677138	115,000	115,000	Subrecipient	Subrecipient	Northampton	097594477	115,000	115,000	115,000
Chatham	131356607	115,000	115,000	Subrecipient	Subrecipient	Onslow	172663270	115,000	115,000	115,000
Cherokee	130705072	115,000	115,000	Subrecipient	Subrecipient	Orange	139209659	115,000	115,000	115,000
Clay	145058231	115,000	115,000	Subrecipient	Subrecipient	Pamlico	097600456	115,000	115,000	115,000
Cleveland	879924850	115,000	115,000	Subrecipient	Subrecipient	Pender	100955413	115,000	115,000	115,000
Columbus	040040016	115,000	115,000	Subrecipient	Subrecipient	Persimmon	091563718	115,000	115,000	115,000
Craven	091564294	115,000	115,000	Subrecipient	Subrecipient	Pitt	080889694	115,000	115,000	115,000
Cumberland	123914376	115,000	115,000	Subrecipient	Subrecipient	Polk	079067930	115,000	115,000	115,000
Dare	082358631	115,000	115,000	Subrecipient	Subrecipient	Randolph	07873132	115,000	115,000	115,000
Davidson	077839744	115,000	115,000	Subrecipient	Subrecipient	Richmond	070621339	115,000	115,000	115,000
Davie	076526651	115,000	115,000	Subrecipient	Subrecipient	Robeson	082367871	115,000	115,000	115,000
Duplin	095124798	115,000	115,000	Subrecipient	Subrecipient	Rockingham	077847143	115,000	115,000	115,000
Durham	088564075	115,000	115,000	Subrecipient	Subrecipient	Rowan	074494014	115,000	115,000	115,000
Edgecombe	093125375	115,000	115,000	Subrecipient	Subrecipient	Sampson	825573975	115,000	115,000	115,000
Foothills	782359004	230,000	230,000	Subrecipient	Subrecipient	Scotland	091564146	115,000	115,000	115,000
Forsyth	105316439	115,000	115,000	Subrecipient	Subrecipient	Stanly	131060829	115,000	115,000	115,000
Franklin	084168632	115,000	115,000	Subrecipient	Subrecipient	Stokes	085442705	115,000	115,000	115,000
Gaston	071062186	115,000	115,000	Subrecipient	Subrecipient	Surry	077821858	115,000	115,000	115,000
Graham	020952383	115,000	115,000	Subrecipient	Subrecipient	Swain	146437553	115,000	115,000	115,000
Granville-Vance	063347626	230,000	230,000	Subrecipient	Subrecipient	Toe River	113345201	345,000	345,000	345,000
Greene	091564591	115,000	115,000	Subrecipient	Subrecipient	Transylvania	030494215	115,000	115,000	115,000
Guilford	071563613	115,000	115,000	Subrecipient	Subrecipient	Union	079051637	115,000	115,000	115,000
Halifax	014305957	115,000	115,000	Subrecipient	Subrecipient	Wake	019625961	115,000	115,000	115,000
Harnett	091565986	115,000	115,000	Subrecipient	Subrecipient	Warren	030239953	115,000	115,000	115,000
Haywood	070620232	115,000	115,000	Subrecipient	Subrecipient	Wayne	040036170	115,000	115,000	115,000
Henderson	085021470	115,000	115,000	Subrecipient	Subrecipient	Wilkes	067439950	115,000	115,000	115,000
Hoke	091563643	115,000	115,000	Subrecipient	Subrecipient	Wilson	075585695	115,000	115,000	115,000
Hyde	832526243	115,000	115,000	Subrecipient	Subrecipient	Yadkin	089910624	115,000	115,000	115,000
Iredell	074504507	115,000	115,000	Subrecipient	Subrecipient					

86 Surry	* 0	115,000	115,000	115,000
87 Swain	* 0	115,000	115,000	115,000
D6 Toe River	* 0	345,000	345,000	345,000
88 Transylvania	* 0	115,000	115,000	115,000
90 Union	* 0	115,000	115,000	115,000
92 Wake	* 0	115,000	115,000	115,000
93 Warren	* 0	115,000	115,000	115,000
96 Wayne	* 0	115,000	115,000	115,000
97 Wilkes	* 0	115,000	115,000	115,000
98 Wilson	* 0	115,000	115,000	115,000
99 Yadkin	* 0	115,000	115,000	115,000
Totals		11,500,000	11,500,000	11,500,000

Sign and Date - DPH Program Administrator

Carol Tyson Acting Branch Head 8/3/21

Sign and Date - DPH Contracts Office

Granada Stuart 8/5/2021

Sign and Date - DPH Section Chief

Stacy 08/05/2021

Sign and Date - DPH Budget Officer

Stacy 08/05/2021

Section 11. Salary Adjustments

The County Manager shall be responsible for approving and implementing all salary adjustments. Employees shall be advised of all salary adjustments by the County Manager, their Department Head or their Supervisor.

Salary adjustments approved after the first day of the pay period shall become effective at the beginning of the next pay period.

- A. Salary adjustments may occur as a result of the following:
 - 1. **Merit-based Increase:** A merit increase is awarded in conjunction with the County's pay for performance system. Merit-based increases are effective on the date determined by the County Manager and approved by the County Board of Commissioners. Merit increases are based on an individual employees' performance evaluation rating.
 - 2. **Promotion:** An employee who is promoted to a position classification with a higher salary grade may receive up to a 10% pay increase in base pay or an increase to the minimum rate of the new pay range, whichever is higher, as long as the increase is consistent with the compensation plan, and the new pay rate does not exceed the maximum pay rate established for the pay range. Pay increases that exceed the minimum of the new pay range, or ten (10) percent, whichever is higher, but do not exceed the maximum pay rate established for the new pay range, can be approved by the County Manager if written documentation is provided to justify the increase by the Department Head.
 - 3. **Demotion:** An employee may receive a decrease in salary, usually 4%, due to a demotion to a lower salary grade as determined by the Department Head subject to review and approval by the County Manager. The new salary must fall within the range of the new position classification. Employees subject to the North Carolina Human Resources Act will adhere to The Office of State Human Resources (OSHR) guidelines for demotion.
 - 4. **Negotiated Increase:** Other salary increases may be granted upon the recommendation of the County Manager and approval by the Board of Commissioners. In very unusual circumstances in which an employee does very exceptional work or when the employee's position is known to be one that is hard to fill or the market rate exceeds the current rate of pay, the County Manager may increase the annual salary of an employee. The salary increase may not exceed the maximum of the salary range and must be within the current budget.
 - 5. **Voluntary Reassignment:** An employee voluntarily transferring from a position/job title in one class/grade to a position/job title assigned to the same pay grade will continue to receive the same salary. When an employee is temporarily transferred from a position/job title in one class/grade to a position/job assigned to a higher class/grade, the employee may be paid at a higher rate as long as the temporary transfer is in effect. The rate of pay for an employee who requests a voluntary demotion to a position/job title assigned to a lower pay range/grade will be set at the equivalent rate in the new pay range among other employees within the division/department provided that does not exceed the rate at which the employee was paid in the position from which the employee was voluntarily reassigned. Experience, certifications, seniority, North Carolina Human Resources Act guidance (if applicable) as well as other comparable knowledge, skills and abilities (KSA's) will be compared with other employees within the department when determining the salary. For example, if the employee was paid at 110% of the minimum of the previous pay range, the new pay rate will be 110% of the minimum of the new pay range. If an employee requests a voluntary reassignment to the same vacant position as held previously within six (6) months of a transfer or promotion, it is at the discretion of the Department Head and approval of the County Manager that the individual may resume their previous position at the same rate of pay as held previously in that position.
 - 6. **Reclassification:** When a position is reclassified to a higher class/grade, the County Manager has the discretion to adjust the salary upward between 2 – 10% provided the adjusted salary does not exceed the maximum of the new salary range on the new class/grade, or to leave the salary unchanged except when the salary is below the minimum of the new grade in which case the salary shall be brought up to the minimum of the new

salary grade. If the position is reclassified to a lower pay grade and the employee is receiving a salary above the maximum rate established for the new class/grade, the employee's pay will be reduced to the maximum rate established for the new class/grade and maintained at that level until such time as the pay range/grade to which the employee's job class/title is assigned increases.

- 7. **Trainee/Work-against to Full Class.** When an employee in a trainee/work-against status meets the minimum requirements for the position (full class), the salary shall be adjusted upward to the minimum of the position classification's salary range, unless otherwise negotiated at the time of hire.
- 8. **Transfer:** The County Manager may adjust the salary of an employee transferred to a new position within the salary range for the grade as recommended by the Department Head.
- 9. **Cost-of-living Increase:** The Board of Commissioners may grant all regular and permanent employees and/or others a cost-of-living adjustment each fiscal year based on the recommendation of the County Manager and based on funds availability.
- 10. **Interim Appointments:** Employees serving in an interim or acting capacity may receive up to 10% pay increase in base pay or an increase to the minimum rate of the new pay range, whichever is higher, as long as the increase is consistent with the pay plan, and the new pay rate does not exceed the maximum pay rate established for the pay range. Any increase received by an employee for functioning in an interim or acting capacity will be reviewed at six (6) months and cease when a permanent replacement is hired or the employee no longer functions in that capacity.
- 11. **Furlough:** In cases where there are insufficient funds to meet payroll, the County Manager has the authority to place employees in a leave without pay status.

Any deviation from the pay practices detailed in this section must be requested in writing by the respective Department Head and approved by the Human Resources Director and the County Manager.

- B. Merit and/or pay increases as a result of pay grade reclassifications/promotion will be made on a percentage basis, and cost of living increases will be made across the pay plan, as applicable approved by the Board of County Commissioners, as recommended by the County Manager, and as per the following guidelines:

- 1. The total amount budgeted for pay increases as a result of pay grade reclassification, promotion, merit or cost-of-living is based on market studies and is a percent target, exclusive of approved service options.
- 2. Employees who have served the County in a regular position for twelve (12) months or greater shall be eligible to receive not more than a 10% increase in salary as a result of pay grade reclassification/promotion or be paid at the minimum of the new pay grade, whichever is greater with the recommendation of the Department Head and approval of the County Manager.
- 3. Employees who have served the County in a regular position for less than twelve (12) months shall be eligible to receive not more than a 8% increase in salary as a result of a pay grade reclassification/promotion or be paid at the minimum of the new pay grade, whichever is greater with the recommendation of the Department Head and approval of the County Manager.
- 4. The maximum combined merit increase and reclassification/promotion increase which any individual employee can receive is 12% or to the minimum of the new pay grade, whichever is greater.
- 5. Regular or permanent employees who have worked for the County for at least twelve (12) consecutive months shall receive an annual performance evaluation every February.
- 6. No pay increase shall exceed the maximum of the respective pay grade.
- 7. All pay increases are subject to the approval of the County Manager and must be within the approved budget of the respective department.

[REDACTED]

Re: [External] Re: Duplin County message

000514

Wright, Kelly <Kelly.Wright@dhhs.nc.gov>

Mon 8/16/2021 2:49 PM

To: Elizabeth Stalls <elizabeth.stalls@duplincountync.com>

Cc: Kim Adamski <kim@neimandcollaborative.com>; Keenan Harrell <keenan@neimandcollaborative.com>; Davis Brinson <dbrinson@duplincountync.com>

CAUTION: This email originated from outside of Duplin County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This message was sent securely using Zix®

Hi Liz,

Have you all identified any local influencers or messengers for your area?

Previous we've used people who have been impacted by COVID in some way. Some who were against the vaccine at first, t got sick and changed their mind. They were influential community members. We helped create messaging to come from the and we disseminated through robocalls and text messages. We've also offered support in terms of materials and printing.

Let me know if you have contacts and feel free to send their information our way and we can get rolling on things for you all.

Thank you,

Kelly Wright

Vaccine Communications Lead

Office of the Secretary

NC Department of Health and Human Services

Mobile: 919-539-7411

kelly.wright@dhhs.nc.gov

Don't wait to vaccinate. Find a COVID-19 vaccine location near you at MySpot.nc.gov.

[Twitter](#) | [Facebook](#) | [Instagram](#) | [YouTube](#) | [LinkedIn](#)

From: Tracey Kornegay <tracey.s.kornegay@duplincountync.com>

Sent: Saturday, August 14, 2021 11:09 AM

To: Wright, Kelly <Kelly.Wright@dhhs.nc.gov>; Morrow, John H <John.Morrow@dhhs.nc.gov>; Elizabeth Stalls <elizabeth.stalls@duplincountync.com>

Cc: Kim Adamski <kim@neimandcollaborative.com>; Keenan Harrell <keenan@neimandcollaborative.com>; Brinson, Davis H <dbrinson@duplincountync.com>

Subject: [External] Re: Duplin County message

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [Report Spam](#).

This message was sent securely using Zix®

Kelly & John - Liz Stalls is the county's PIO. I have included her along with Davis, our county manager. Additionally, last evening I shared Vidant Health's video including Drs. Bolin and Armistead as Dr. Bolin is a native of Beulaville (Duplin County) and graduated from East Duplin High School.



duplincountync.com

TRACEY SIMMONS-KORNEGAY
HEALTH DIRECTOR

Phone 910.372.9147

Fax 910.296.0252

Mail 340 Seminary Street, Kenansville, NC 28349

e-mail tracey.s.kornegay@duplincountync.com



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From: Wright, Kelly <Kelly.Wright@dhhs.nc.gov>

Sent: Friday, August 13, 2021 10:20 AM

To: John Morrow <john.morrow@dhhs.nc.gov>
Cc: Tracey Kornegay <tracey.s.kornegay@duplincountync.com>; Kim Adamski <kim@neimandcollaborative.com>; Keenan Harrell <keenan@neimandcollaborative.com>
Subject: Re: Duplin County message

CAUTION: This email originated from outside of Duplin County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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Thanks, John. We definitely have Duplin County in our sites today after hearing this morning's briefing.
Tracey, can you connect me with the PIO and we can get rolling on messaging for local influencers?

Thank you,

Kelly Wright
Vaccine Communications Lead
Office of the Secretary
NC Department of Health and Human Services
Mobile: 919-539-7411
kelly.wright@dhhs.nc.gov

Don't wait to vaccinate. Find a COVID-19 vaccine location near you at MySpot.nc.gov.

Twitter | Facebook | Instagram | YouTube | LinkedIn

From: Morrow, John H <John.Morrow@dhhs.nc.gov>
Sent: Friday, August 13, 2021 9:22 AM
To: Wright, Kelly <Kelly.Wright@dhhs.nc.gov>
Cc: Kornegay, Tracey S <tracey.s.kornegay@duplincountync.com>
Subject: Duplin County message

Kelly,
Good morning. A state team just met with the Duplin County health department. They are dealing with numerous outbreaks currently. Similar to Bladen, they desperately need local spokepeople to publicly promote vaccination. The County staff are trying to find some of these currently. Could you or one of your coworkers help them with crafting and publishing these messages please?

I have copied the health director, Tracey Kornegay on this email. She may want you to work with the County PIO on this.
Thanks.
John

John Morrow, MD, MPH
Program Director Op9
Eastern NC
(He/Him/His)
Phone: 252-565-6248
Email: john.morrow@dhhs.nc.gov
NC DHHS, Greenville, NC

Know the 3 Ws. Wear. Wait. Wash.
[covid19.ncdhhs.gov]

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Re: State's Proposed Budget - Detail for Duplin County



George Futrelle
Wed 8/11/2021 3.12 PM
To: Carrie Shields; Davis Brinson



Thanks for sharing Carrie.

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Carrie Shields <carrie.shields@duplincountync.com>
Sent: Wednesday, August 11, 2021 12:28:19 PM
To: Davis Brinson <dbrinson@duplincountync.com>; George Futrelle <george.futrelle@duplincountync.com>
Subject: State's Proposed Budget - Detail for Duplin County

Davis and George,

Attached I provided a breakdown from State Budgeted items specifically related to Duplin County. I included a link to the budget (Bill text portion or Appropriation portion) and correlating page numbers.

There are several grants that have large amounts associated that Duplin County will be eligible for. Example - Healthcare Roof, Animal Shelter Funding, Tourism Funding, Workforce Housing, etc.

Highlight Bullet points:

- Duplin County Sheriff's Office Detention Facility Expansion (\$21.3M) 3.
- NCFS Region 1 Headquarters located in Duplin County (\$8M) 4.
- Duplin County Emergency Management Facility (\$7M) 1.
- Duplin County Services for the Age (\$2M) 2.
- James Sprunt Community College (\$3.1M) 5.
- Town of Faison (\$320k) 6.

Please let me know if you have any questions,

CARRIE B. SHIELDS
Executive Director
Duplin County Economic Development Commission

Woody Brinson

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----
From: "Dr. Rebecca Tippet, Carolina Demography" <demography@unc.edu>
Date: 8/12/21 2:54 PM (GMT-05:00)
To: Woody Brinson <wbrinson47@embarqmail.com>
Subject: First look at 2020 Census for North Carolina

Forward this email to your constituents or colleagues

We're looking at the redistricting data file that was released on August 12, 2021. Here are some notable findings:

North Carolina grew by 9.5% over the last decade

Between 2010 and 2020, North Carolina's population grew from 9,535,483 to 10,439,483, an increase of 903,905 or 9.5%. Over this same period, 51 North Carolina counties lost population and 49 grew.

Wake County is now officially bigger than Mecklenburg County

Wake County officially surpassed Mecklenburg to become the most populous county in North Carolina. Otherwise, the five largest counties in North Carolina in 2020 were also the five largest in 2010:

- Wake: 1,129,410
- Mecklenburg: 1,115,482
- Guilford: 541,299
- Forsyth: 382,590
- Cumberland: 334,728

Both Wake and Mecklenburg are more than twice as populous as Guilford, the state's third largest county. Wake, Mecklenburg, and Guilford grew faster than the state over the decade while Forsyth and Cumberland grew more slowly.

Tyrrell County remains the least populous county in NC

The five smallest NC counties in 2020 are the same as in 2010, with some shuffling between Jones and Camden:

- Tyrrell: 3,245
- Hyde: 4,589
- Graham: 8,030
- Jones: 9,172
- Camden: 10,355

Camden County was the only one of these counties to grow over the decade (3.8%). The other four counties had large population losses.

Fasting-growing counties in NC

After a decade of population estimates suggesting that Brunswick was the fastest-growing county, Johnston County took a slight edge in the end. The five fastest-growing counties in North Carolina from 2010-2020 were:

- Johnston: 27.9%
- Brunswick: 27.2%
- Cabarrus: 26.8%
- Wake: 25.4%
- Durham: 21.4%

Largest population losses in NC counties

51 counties in North Carolina lost population over the decade. The counties with the largest numeric declines were:

- Robeson: -17,638
- Duplin: -9,790
- Edgecombe: -7,652
- Columbus: -7,475
- Halifax: -6,069

Racial/ethnic composition of NC in 2020 (from largest to smallest)

- White: 60.5%
- Black: 20.2%
- Hispanic: 10.7%
- Multiracial: 3.9%
- Asian: 3.3%

- American Indian: 1.0%
- All other races: 0.5%

This post will be updated as we get data up and analyzed.

Tutorial: How to compare 2010 Census redistricting data to 2020 Census redistricting data

We recently received a question from a reporter in North Carolina asking how to compare 2010 Census redistricting data to 2020 Census redistricting data.

This is a great question, and it can be localized. [Here's our guide](#) on how to find the data, analyze the data, and what questions you can ask. For more great information, check out Tyler Duke's GitHub [containing a collection of data, methodology and other information related to the release of the 2020 Census redistricting file](#). (Tyler is a data journalist at the News & Observer and well-versed in Census data; his GitHub is a veritable treasure trove of material to explore and use.)

[This tutorial steps you through how to do this using R.](#)

Data products associated with the 2020

☰

Customer Feedback

Questions Responses 161

191 responses

Not accepting responses

Message for respondents

This form is no longer accepting responses

Summary

Question

Individual

Do you believe wearing face coverings helps stop the spread of Coronavirus?

188 responses

● Yes

● No

100%

0%

Provide a brief reason for your response.

126 responses

Same as above

I believe that people should act in the way they feel appropriate to prevent the spread

I feel like it is the County's job to protect its employees

I believe that even if someone is not infected with Covid 19 it is necessary to wear face masks in order to promote hygiene and prevent possible infection.

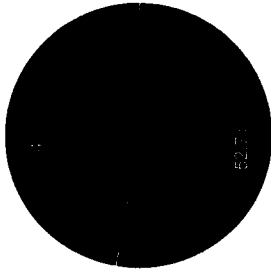
I feel everyone has a right to do what they feel is best to prevent the spread of this VIRUS

Especially since we are unable to question vaccination status, it does provide more coverage for all. Specifically, as long as the covid numbers are rising in our community.

I believe face mask prevent the spread of covid viruses and prevent the spread when indoors or in close proximity. There is so much unknown with covid. People that have been vaccinated and bot wearing masks are now catching the virus.

Do you believe everyone should be willing to wear face coverings to protect oneself and others?

188 responses



● Yes
● No

Provide a brief reason for your response.

148 responses

I do not think that a fabric mask is tightly woven enough to stop a microscopic virus

Science

Germs are spread less

Science and data shows mask do not prevent the spread of COVID-19

I personally have not worn a mask this entire time and have not tested positive while others I know have been inside and wearing masks have.

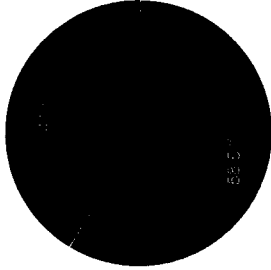
Masks are a good way to reduce contact with other people who may be affected.

Research has proven face coverings are not as good at preventing the spread of the VIRUS as once thought.

It's a face covering. It has to be better than spreading larger particulates into the air

Do you believe it is important to have measures such as the wearing of face coverings to allow entry into public facilities to help prevent the spread of the Coronavirus?

188 responses



● Yes
● No

Provide a brief reason for your response.

134 responses

I believe it is unconstitutional to require proof of vaccination and if one is mandated to wear a mask everyone should be

even Vaccinated people can spread germs

Because studies have shown that even individuals who have been vaccinated can both test positive and spread the virus.

This may make others feel uncomfortable or singled out..

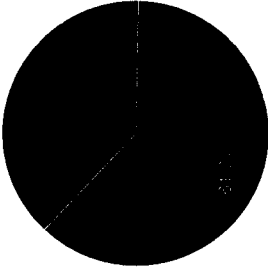
I feel that singles out the staff that has not been vaccinated. I feel if staff wishes to wear face coverings then they can.

I think this will cause more controversy in the work environment.

Discrimination of people who may have religious or cultural reasons for not being vaccinated. Also, people that have been vaccinated are catching the virus even though less severe look at the amount of time employees are out with the virus

Have you received a COVID -19 vaccine?

183 responses



● Yes
● No

Provide a brief reason for your response.

126 responses

I believe that those that fear the virus who make the decision to protect themselves but not expect others to protect them

to stop the spread of germs

I believe it is up to each individual what they feel is right for them.

Some people are unable to wear face coverings for health reasons.

Yes. Unless there is a medical issue that prevents the employee from wearing the mask. In that instance they should make sure and distance themselves from others.

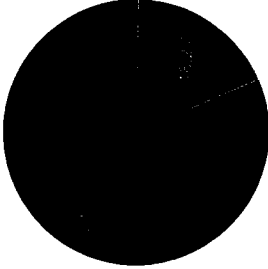
It is small thing to do to help lessen the spread of the virus.

Some people have health issues that wearing a covering over their face they can not breath

To help stop the spread of Covid-19

Do you believe there should be a face covering requirement for only staff members who are not able to provide proof they have been vaccinated?

187 responses

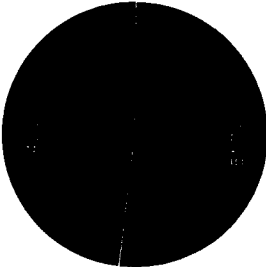


● Yes
● No

Would you find it helpful if the County provided employees with additional resources on the COVID-19 vaccine such as educational information, vaccination events, etc.

176 responses

- Yes
- No



Provide a brief reason for your response.

102 responses

Knowledge is power

I have a clear mind of what I believe.

This would be beneficial to those who are undecided about getting vaccinated.

Give employees more updates about vaccine and education.

To help stop mid information

I feel that incentives should be provided to vaccinated employees, such as cash bonuses, extra vacation days, pay raises, etc.

I can do the research on my own. The CDC information is biased and some of it is not true.

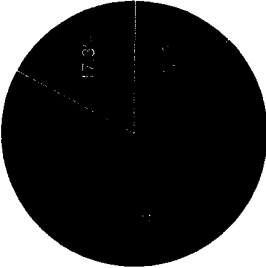
The best way to get more in the county vaccinated is to provide dictation and resources in the local communities.



If not, do you plan to receive the COVID-19 vaccine?

81 responses

- Yes
- No
- Maybe



If you're hesitant about receiving the COVID-19 vaccine, would you mind sharing your reasons why?

94 responses

N/A

Religious views

n/a

My family has adverse effects to Immunizations

I have a 99.9 % of survival if I get Covid. There is too much unknown with the vaccine

For me the vaccine has not had the amount of time necessary to be proven effective and without lifelong repercussions.

Does not have license approval from the FDA. I have antibodies from a recent personal history of COVID-19. The issue seems very forced (monetary incentives, etc) and is very divisive among people, which gives me concern and causes me to pause

NA

What questions(s) do you have about COVID-19 and/or its impact on our county that you would like answered?

72 responses

None

none

N/A

n/a

I don't think anyone has all the answers about Covid-19

No

Every office we have is understaffed and over worked. If something as simple as wearing a mask can help keep people safe it seems to be an easy solution to the ever growing numbers for Duplin county covid cases.

When are we shutting back down

Do you have any feedback, thoughts or suggestions that you would like to share regarding the county's response to COVID-19?

111 responses

no

No

NO

N/A

None

while numbers are going up the amount of people allowed in buildings should be limited to appointment only.

Face coverings or vaccinations should be a personal choice!

No I believe the County has gone above and beyond in this epidemic. I work front hand and know the work that goes into vaccinations. We are all exhausted but keep moving forward to help others.

000000



Month End Report
July 2021

George Futrelle	Jack Alphin	Roger Davis	Ricky Kennedy
Josh Raynor	Joe Bryant	Larry Debose	Bob Quinn
AJ Warren	AJ Connors	Dexter Edwards	Jerry Tysinger
Year-Round Schedule Effective July 1, 2021			
Sunday	1:00 pm - 6:00 pm		
Monday - Friday	7:00 am - 6:00 pm		
Saturday	8:00 am - 6:00 pm		
Closed Thanksgiving and Christmas Days Only			

FY 20/21		
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		
TOTAL		

Hangar/Shop Rental	4530-34547	\$9,000.00	\$9,000.00	\$9,000.00
Oil Sales	4530-34548	\$0.00	\$0.00	\$0.00
Call Out Fees	4530-34533	\$675.00	\$675.00	\$675.00
Ramp Fees	4530-34534	\$600.00	\$600.00	\$600.00
Vending	4530-34532	\$0.00	\$0.00	\$0.00
Tiedown Fees	4530-34535	\$30.00	\$30.00	\$30.00
Ground Lease	4530-34536	\$0.00	\$0.00	\$0.00
Misc Rev	4530-38390	\$0.00	\$0.00	\$0.00
Fuel Sales	4530-34548	\$41,681.08	\$41,681.08	\$41,681.08
Total Sales- All Products	4530-34548	\$51,986.08	\$51,986.08	\$51,986.08

Master Plan	7546	\$700,000.00
New T-Highs	7544	\$2,029,562.00
NFCS-Site	7547	\$1,000,000.00
NFCS-Hangar	7548	\$5,466,000.00
Drainage Assess	7549	\$100,000.00
Total Project \$		\$9,795,562.00

Other Miscellaneous Information
Airport Commission meets 4th Tuesday's at 7PM
Check us out on Facebook-Duplin County Airport
DPL Total Economic Impact is \$64,800,000.00
2021 Based Aircraft Value is \$25,425,657.00

000523

re Detail Report

Print Date Tuesday, August 3, 2021

Duplin County
Animal Services
117 Middleton Cemetery Lane
Kenansville, NC 28349

Intake StartDate	7/1/2021 12:00 AM	Jurisdiction	All
Intake EndDate	8/31/2021 11:59 PM	Injury Cause	All
Intake Type	All	PreAltered	All
Intake SubType	All	Site Name	All
Species	All	Age Group	All
DOA	All	Animal Tag Type	All
Intake Status	Completed		

Animal#	Animal Name	Species	Breed	Age	Gender	Color	PreAltered	IntakeDate	Intake Type	PetID
ARN	Tag type	Size	Location / Sublocation	Altered	Danger	Danger Reason	S/N	By	Subtype	DOA

000524

Outcome StartDate	7/1/2021 12:00 AM	Outcome Type	All
Outcome EndDate	7/31/2021 11:59 PM	Outcome SubType	All
Species	All	Jurisdiction	All
Age Group	All	TransferOut Reason	All
Site	All	Outcome Status	Completed

Case Category	All	Case Result	All	Include Activities	False
Case Type	All	Case Result By	All	Include Conditions	False
Case SubType	All	Case Memo Type	All	Include Memos	False
Case Status	All	Include Case Address	False	Include Violations	False
Case Officer	All	Include Animal Info	False	Based On	Case Date/Time
Officer Site	All	Include Person Info	False	Date From	7/1/2021 12:00 AM
Case Jurisdiction	All	Include Animals	False	Date To	7/31/2021 11:59 PM
City	All	Include Persons	False		
Patrol Area	All				

[REDACTED]

Davis

DUPLIN COUNTY ANIMAL SERVICES

Jul-21

CANINE ADOPTION FEE	\$	200.00
CANINE PULL FEE	\$	850.00
FELINE ADOPTION FEE		
FELINE PULL FEE		
FIRST OFFENSE CITATIONS 76-24402		
HORSE/GOAT FEE		
LONNIE'S ANGELS 72-22065		
RODENT/PIG/RABBIT/GUINEA PIG		
SECOND OFFENSE CITATION 76-24402		
THIRD OFFENSE CITATION 76-24402		
CANINE VOUCHER	\$	600.00
FELINE VOUCHER		
RABVAC	\$	120.00
BITE INVESTIGATION	\$	500.00
BOARDING FEE	\$	105.00
BUILDING FUND 4381-34345	\$	100.00
DANGEROUS ANNUAL		
GENERAL DONATION		
JUDGEMENTS 4380-34347	\$	40.00
MISC 10-3438-410		
OWNER SURRENDER EUTHANASIA		
OWNER SURRENDER FEE 10-3438-410	\$	20.00
OWNER SURRENDER PER LITTER		
OWNER SURRENDER TRANSPORT	\$	80.00
POTENTIALLY DANGEROUS ANNUAL		
RECLAIM FEE	\$	75.00
RECLAIM/LIVESTOCK FEE		
VET FEES	\$	-
TOTAL AMOUNT	\$	2,690.00

SIGNATURE


SIGNATURE


1000000

-000525

Case Activity Crosstab

Print Date Tuesday, August 3, 2021

Date From	7/1/2021 12:00 AM	Case Officer	All	Activity Result	All
Date To	7/31/2021 11:59 PM	Patrol Area	All	Activity Result By	All
Based on	Activity Close Date/Time	Danger	All	ActivityType	All
Priority	All	Case Type	All	Activity SubType	All
Site	All	Case SubType	All	Activity State	All
Case Category	All	Jurisdiction	All	Activity Owner	All
Case Status	All	Condition	All	Activity Updated by	All
X	Case Category	Y1	Activity Type	Y2	Activity Subtype

	0	1	1
	1	0	1
	0	1	1
	0	1	1
	0	12	12
	37	2	39
	1	0	1
	3	0	3
	2	0	2
	2	0	2
	0	1	1

RELOCATED BUILDING	443	634	653	600	696	695
NOTES						
BUILDING PERMITS ISSUED						
NEW RESIDENCE	10	8	11	10	7	4
RESIDENTIAL ADDITION/RENOVATION/ALTERATIONS	5	2	4	6	8	5
COMMERCIAL/MULTI FAMILY NEW CONSTRUCTION	9	2	3	4	2	0
COMMERICAL ADDITION/RENOVATION/UPFIT	5	6	14	8	11	6
MANUFACTURED/MODULAR HOMES	21	30	30	29	27	28
SIGNS/ABC/DAYCARE/POOL/OTHER	15	8	7	4	7	6
RELOCATED BUILDING	1	1	1	1	0	
STORAGE BLDG./DECK/PORCH	5	6	3	4	4	
ELECTRICAL PERMITS ISSUED						
GENERAL ELECTRICAL	115	119	135	134	139	145
POULTRY/SWINE HOUSES	0	0	6	0	9	0
POOL BONDING	0	0	1	0	1	1
Mechanical Permits Issued						
MECHANICAL	62	64	61	63	82	74
Plumbing Permits Issued						
PLUMBING	43	70	62	60	78	66
GAS PIPING	10	11	15	7	21	17
Other Building Permits Issued						
INSULATION	2	2	3	0	2	0
TOTALS	38,906.04	33,951.92	32,230.48	37,497.44	33,226.72	30,168.56

Case Activity Crosstab

	15	0	15
	12	0	12
	2	0	2
	4	0	4
	7	0	7
	4	0	4
	0	9	9
	90	27	117

000527

[illegible][illegible]



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



ACTIVITY REPORT FOR JULY, 2021

VITAL RECORDS DIVISION

BIRTH RECORDS

BIRTH CERTIFICATES RECORDED	43	37
BIRTH CERTIFICATES ISSUED	187	207
DELAYD BIRTH CERTIFICATES REGISTERED	0	0

DEATH RECORDS

DEATH CERTIFICATES RECORDED	31	40
DEATH CERTIFICATES ISSUED	159	244

MARRIAGE LICENSE & RECORDS

MARRIAGE LICENSE ISSUED	23	33
MARRIAGE CERTIFICATES ISSUED	50	65

MILITARY DISCHARGE RECORDS

MILITARY DISCHARGES RECORDED	2	0
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OTHER VITAL RECORDS SERVICES

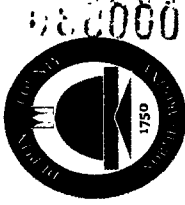
VITAL RECORDS AMENDMENTS PROCESSED	0	0
SCHOOL CENSUS RECORDS ISSUED	0	0
NOTARY PUBLIC OATHS ADMINISTERED	19	22
NOTARY PUBLIC AUTHENTICATION	0	0

PROPERTY RECORDS DIVISION

DEEDS RECORDED	192	208
DEEDS RECORDED WITH EXCISE TAX AFFIXED	123	133
DEEDS OF TRUST RECORD	112	98
MISC. DOCUMENT TYPES RECORDED	77	114
BUSINESS RECORDS RECORDED	11	7
UCC RECORDINGS	14	12
SATISFACTIONS (CANCELLATIONS)	116	111
MAPS/PLATS RECORDED	29	43



Office of the
DUPLIN COUNTY REGISTER OF DEEDS
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MONTHLY REPORT FOR JULY 2021

Recording Fees	\$15,170.00
Excise Stamps	\$29,468.00
Marriage License	\$1,380.00
Marriage Certificates	\$500.00
Birth Certificates	\$1,870.00
Death Certificates	\$1,590.00
UCC	\$589.00
Notary Fees	\$190.00
Copies	\$202.25
Miscellaneous	\$437.50
Gross Monthly Revenues	\$51,396.75
Less Escrow Account Total	\$159.00
Total Deposit for Period	\$51,237.75
Less Escrow Credit	\$15.00
	\$51,222.75
State Treasurer 161-50.2	\$322.84
NC State Treasurer 161.11.5	\$2,405.60
Children's Trust Fund	\$115.00
Domestic Violence Fund	\$690.00
Excise Stamp/Dept of Revenue	\$14,734.00
State OVS Fees/Expedite Fees	\$0.00
\$1.00 Excise Tax Exclusion	\$0.00
State Vital Record Searches	\$336.00
State Vital Record Searches (add fees)	\$10.00
Birth Amendment Searches	\$0.00
Birth Amendment Expedited Searches	\$0.00
Birth Legitimation Searches	\$45.00
Birth Legitimation Expedited Searches	\$0.00
Subtotal	\$18,658.44
Net Monthly Revenues	\$32,564.31

Submitted this 2nd day of August 2021

Anita Marie Savage
Register of Deeds By Jeanne W-Cam Asst.

000530

JULY 2021 MONTHLY CATEGORY REPORT REPAIRED AUG 4, 2021

GARBAGE ** Includes - Garbage, Site Garbage, Site Bulky, C&D, Roadside, No Chg MSW, Shingles, Banned Materials

PREPARED AUG 4, 202

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000531

Water Dept				Transportation				TAX OFFICE				Maintenance Type				Solid Waste Disposal			
Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Maintenance Type	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	
1216.76				53.28	16.12	69.4			1176.07	338.44	1514.51	Brakes & Rotors	1176.07	338.44	1514.51	894.44	322.32		
635.75									699.35		699.35	Def Refuel	699.35		699.35	635.75			
1126.16									900.55	225.61	1126.16	Diesel Truck Service	900.55	225.61	1126.16	900.55	225.61		
												Diesel Equipment Service							
									254.5	0	254.5	Garage Road Call	254.5	0	254.5				
6880.91				103.75	112.82	216.57	168.03	168.03	8944.38	1144.22	10088.6	General Repair	8944.38	1144.22	10088.6	5849.51	1031.4		
49.67	37.24	96.7	133.94	160.04	402.91	562.95	18.72	18.72	962.33	531.84	1494.17	Oil Change/Service	962.33	531.84	1494.17	17.44	32.23		
358.45				925.35	209.5	1134.85			6727.17	209.5	6936.67	Outside Repairs	6727.17	209.5	6936.67	358.45			
									78		78	Alignment Only	78		78				
7									7		7	Parts Only	7		7				
				3.4	64.48	67.88	0.85	0.85	9.35	64.48	73.83	State Inspection	9.35	64.48	73.83				
3782.85	199.4	32.24	231.64	302.5	16.12	318.62			7355.63	193.43	7549.06	Tire Change	7355.63	193.43	7549.06	3637.78	145.07		
17.28	0.58	16.12	16.7						3.76	32.24	36	Tire Repair	3.76	32.24	36	1.16	16.12		
975									1060		1060	Wrecker Call	1060		1060	975			
												Strip Vehicle							
15049.83	237.22	145.06	382.28	1548.32	821.95	2370.27	187.6	187.6	28178.09	2739.76	30917.85	Total	28178.09	2739.76	30917.85	13277.08	1772.75		

CATION	DSS		Sheriff		AIRPORT		EMERGENC		HOUSEKEEPING		GARAGE		PARKS N REC		EMS		COMMUNI	
	Total Cost	Part Cost	Total Cost	Part Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Total Cost	Part Cost	Total Cost	Part Cost	Total Cost	Part Cost	Total Cost	Part Cost	Total Cost
			180.26		180.26										48.09	48.09		
95.25			159.25		159.25											63.6		
			1528.04		1528.04				41.63	41.63	15.39	15.39	61.96	61.96	775.16	775.16		
	12.85	12.85	292.38		292.38				22.38	22.38					291.57	291.57		
434	434		4841.37		4841.37								168	168				
			78		78													
1.7	1.7		0.85		0.85										0.85	0.85		
			2205.82		2205.82										933.22	933.22		
			0.58		0.58						0.86	0.86						
													85	85				
95.25	448.55	448.55	9286.55		9286.55	0	0	0	64.01	64.01	16.25	16.25	314.96	314.96	2112.49	2112.49	95.25	

112000

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[illegible]

County Commissioners

Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner’s agenda. This is not required for items included on the consent agenda.

Representative Name and Department: Joe Newburn Animal Services	Meeting Date: 07/06/2021
Subject: Renew Contracts with Veterinarians	
Summary, explanation and background: Veterinarians Services for small and large animals.	
Requested Action: Approval of Contracts	
Budget impact for this fiscal year: About \$35,000	
Budget impact for subsequent years: Same	
Time needed to explain to Commissioners: 5 Mins	
Attachments: Contracts	
Instructions for what to do with attachments once approved: Send back to Animal Services.	

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 Water
Monthly Report

	21-Feb	21-Mar	21-Apr	21-May	21-Jun	21-Jul
Billed Customers	7521	7545	7582	7609	7632	7660
Gallons Water Sold	42,992,000	39,014,000	47,815,000	49,509,000	53,756,000	53,439,000
Monthly Billed	\$277,677.59	\$267,233.17	\$297,477.12	\$304,530.46	\$319,487.18	\$304,995.32
Bank Draft Payments	\$25,959.81	\$24,910.94	\$25,160.51	\$27,237.12	\$29,006.41	\$32,250.72
Credit Card Payments	\$91,420.12	\$93,266.49	\$94,744.38	\$93,897.84	\$93,025.99	\$57,843.24
New Customers	43	73	62	38	51	54
Discontinued	25	20	24	22	28	27
Repairs	2	5	10	8	10	8
Flushes	8	22	18	20	36	23
Locates	280	432	434	312	274	242
Reinstates	142	151	132	158	108	16
New Taps	11	26	18	16	12	24

3.1. Serve as the Veterinarian for the Duplin County Shelter. In that capacity, Contractor shall be responsible for examining animals that need medical attention and formulating a treatment care plan to be implemented and supervised by Animal Services Supervisor.

3.2. Provide services or furnish such other Contractors/qualified individuals, as may be needed, to ensure that the medical care, examination, and treatment needs of animals confined at the Shelter are being met in accordance with this contract and the applicable standard of care.

3.3 Provide regular medical care, supervision, and appropriate emergency medical care of animals confined at the shelter to the extent reasonably necessary for the health and general welfare of those animals.

3.4 Consult with Animal Control Officer when after-hours emergencies arise with animals in custody of County.

3.5 Provide supervision and guidance to County personnel operating under a veterinary assistance license.

3.6. Maintain complete and appropriate medical records for every animal receiving any medical services while confined at the shelter. Said records shall be housed at the Duplin County Shelter. However, only the Contractor and authorized Contractor staff shall have access to said records.

3.7. To the extent that it is practical and appropriate, Contractor will endeavor to provide and implement preventative medical care plans for the benefit of animals confined at the shelter.

3.8. Whenever Contractor is unable to provide services under this contract due to vacation and/or sickness, Contractor shall arrange for another veterinarian to cover during those situations. Said veterinarian doctor shall fully comply with the terms of this Contract. Said veterinarian shall be compensated by Contractor out of the monies paid by County pursuant to this contract.

3.9. Contractor shall provide periodic visits to the Duplin County Shelter to examine and provide medical care to the animals in custody of the Shelter.

4. DUTIES AND RESPONSIBILITIES OF COUNTY. The duties and responsibilities of County under this contract shall be as follows:

4.1. To timely pay Contractor for all services rendered pursuant to the terms of this contractor.

NORTH CAROLINA
DUPLIN COUNTY
CONTRACT
FOR
VETERINARY SERVICES

THIS CONTRACT, is made and entered into this ____ day of July, 2021 by and between **DUPLIN COUNTY**, a body politic whose mailing address is 224 Seminary Street, Kenansville, North Carolina 28349, hereinafter designated and referred to as "County," and **WARSAW ANIMAL HOSPITAL, P.A.** of Duplin County, North Carolina, whose mailing address is 1472 NC 24 & 50 Hwy, Warsaw, North Carolina, hereinafter designated and referred to as "Contractor."

WITNESSETH:

WHEREAS, under the direction and control of the Duplin County Board of Commissioners, the County operates an animal shelter, referred to herein as the "Shelter", to hold animals that have been seized or quarantined pursuant to the County's Animal Control Ordinance; and

WHEREAS, County has statutory authority to provide medical care to seized and quarantined animals pursuant to N.C. Gen. Stat. §153A-442 and §19A-70; 02 NCAC 52J.0210 and.

WHEREAS, Contractor has access to resources, personnel, training, and expertise necessary to assist County with providing appropriate medical care for animals located in County's Shelter. Contractor has the flexibility to assign/substitute qualified individuals to provide required services, and Contractor is an independent contractor of County

NOW THEREFORE, in consideration of the terms and conditions expressed herein and the remuneration to be paid by County to Contractor for the services to be provided by Contractor, the parties hereby agree as follows:

1. TERM AND TERMINATION. The initial term of this contract shall commence July 1, 2020, and shall continue through June 30, 2021. Either party may nonetheless terminate this contract, with or without cause, on thirty (30) days advance written notice to the other party.

2. GOVERNING LAW. This contract is made and shall be construed in accordance with, and governed by, the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina

2.1. Contractor shall perform all services under this contract in full compliance with any applicable federal, state, and local laws, rules, and regulations.

3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR. Contractor shall do, provide, and perform as follows:

officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, malpractice, liability, and employment insurance, including but not limited to the following minimum coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
\$100,000 --- Property Damage Liability, or
\$1,000,000 per occurrence /\$2,000,000 aggregate----Combined Single Limit Bodily Injury and Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

10. NOTICES. Any notice of intent to terminate this agreement, or a request to modify this agreement or to modify or clarify any other matter, shall be made in writing and mailed by certified mail, return receipt requested, to the other party at the address as set forth below or as may be provided to the other party at any time hereafter.

10.1. As to the County, the present mailing address is:

Duplin County Animal Services
P.O. Box 950
Kenansville, NC 28349

4.2. To provide an identification for each and every animal serviced under this Contract

4.3 To notify contractor and make her aware of any animals that are in custody of the County in need of veterinary care.

5. SCOPE OF SERVICES. The parties contemplate that the services to be provided by Contractor under this contract include both routine and emergency medical services.

6. FEES FOR CONTRACTOR'S SERVICES. For Contractor's services under this contract, County shall pay Contractor as follows:

6.1. The sum of ONE HUNDRED DOLLARS (\$100.00) PER HOUR during regular business hours for periodic visits to the Duplin County Shelter;

6.2. Fees shall not exceed ONE HUNDRED FIFTY DOLLARS (\$150.00) PER ANIMAL during regular business hours (Monday through Friday from 7:45 AM to 5:30 PM for veterinary care for animals taken to Warsaw Animal Hospital. Fees for after-hours shall not exceed TWO HUNDRED DOLLARS (\$200.00) PER ANIMAL.

6.3 In addition to the fees stated above, County may reimburse Contractor for any additional services provided under this Contract for animal cruelty cases with express written permission of the Duplin County Supervisor of Animal Services. However, in no instance shall said additional services exceed ONE THOUSAND DOLLARS PER ANIMAL.

7. COMMUNICATIONS BETWEEN THE PARTIES. Contractor shall be responsible to the Duplin County Supervisor of Animal Services or his designee for all matters arising out of this contract. Contractor shall receive instructions from the Supervisor or his designee and Contractor shall communicate any complaints about any matters arising out of this contract directly to the Supervisor or his designee.

8. INDEPENDENT CONTRACTOR. Contractor's relationship with County shall at all times be that of an independent contractor. Contractor shall not represent itself as an agent or employee of the County for any purpose in the performance of duties under this contract. In performing services under this contract, Contractor shall exercise her sole discretion and professional judgment in accordance with currently approved methods and practices for providing medical services.

Contractor shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of Contractor's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

9. INSURANCE AND INDEMNITY. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, defend, hold harmless the COUNTY and its

DUPLIN COUNTY BY

Dexter Edwards, Chairman to the Board of Duplin County Commissioners
Date: _____

Affix County Seal

Attest:

Davis H. Brinson, Clerk to the Board of Commissioners


Margie Hunter, DVM
Warsaw Animal Hospital, P.A.
Date: 5/14/21

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

Tracy Chestnutt, Duplin County Finance Officer

With copy to:

Duplin County Attorney
P O Box 966
Kenansville, NC 28349

10.2 As to Contractor, the present mailing address is:

Warsaw Animal Hospital, P.A.
1472 NC 24 & 50 Hwy
Warsaw, NC 28398

11. DIVESTMENT ACT CERTIFICATION. As of the date listed below, Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-58.1.) Contractor also agrees not to contract with any subcontractor that is identified on the list created by N.C. Gen. Stat. §147-86.58

12. E-VERIFY. Contractor acknowledges that it is required to comply with any and all laws and regulations of the State of North Carolina. Contractor hereinafter confirms that it is aware of its responsibilities under Article 2, Chapter 64 of the North Carolina General Statutes related to E-Verify and that it is in compliance with said law. The Contractor also acknowledges that it shall advise Duplin County of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes

13. ENTIRE AGREEMENT. This contract constitutes the entire agreement between the parties and can only be modified by another written agreement signed by an appropriate official of Duplin County, the Sheriff of Duplin County, and Contractor

14. GOOD STANDING WITH COUNTY. CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

15. ANNUAL APPROPRIATIONS AND FUNDING. This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

IN TESTIMONY WHEREOF, County and Contractor have each caused this contract to be executed in duplicate originals, one of which is retained by each of the parties, all by authority duly had and obtained and being specifically approved by each respective party.

NORTH CAROLINA
DUPLIN COUNTY
CONTRACT
FOR
VETERINARY SERVICES FOR LARGE ANIMALS

THIS CONTRACT, is made and entered into this 1 day of July, 2021, by and between DUPLIN COUNTY, a body politic whose mailing address is 224 Seminary Street, Kenansville, North Carolina 28349, hereinafter designated and referred to as "County," and REAGAN EQUINE ASSOCIATES of NEW HANOVER COUNTY, North Carolina, whose mailing address is 2404 N KERR AVE WILMINGTON, North Carolina, hereinafter designated and referred to as "Contractor."

WITNESSETH:

WHEREAS, under the direction and control of the Duplin County Board of Commissioners, the County operates an animal shelter, referred to herein as the "Shelter"; to hold animals that have been seized or quarantined pursuant to the County's Animal Control Ordinance; and

WHEREAS, County has statutory authority to provide medical care to Large Animals treated cruelly pursuant to N.C. Gen. Stat. §19A-70; and 14-360.

WHEREAS, Contractor has access to resources, personnel, training, and expertise necessary to assist County with providing appropriate medical care for animals located in County's Shelter or Livestock Facility. Contractor has the flexibility to assign/substitute qualified individuals to provide required services, and Contractor is an independent contractor of County.

NOW THEREFORE, in consideration of the terms and conditions expressed herein and the remuneration to be paid by County to Contractor for the services to be provided by Contractor, the parties hereby agree as follows:

1. TERM AND TERMINATION. The initial term of this contract shall commence July 1, 2021, and shall continue through June 30, 2022. Either party may nonetheless terminate this contract, with or without cause, on thirty (30) days advance written notice to the other party.

2. GOVERNING LAW. This contract is made and shall be construed in accordance with, and governed by, the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.

2.1. Contractor shall perform all services under this contract in full compliance with any applicable federal, state, and local laws, rules, and regulations.

3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR. Contractor shall do, provide, and perform laws:

- (a) This Contract may be terminated by either party upon written notice duly authorized by its governing body of one party to the other prior to the first day of April in any year during the term of this Contract.
- (b) Failure on the part of the TOWN or its governing body to accomplish any act required by the North Carolina General Statutes before taxes may be legally collected, including but not limited to failure to appoint the Tax Collector of Duplin County as its Tax Collector or failure to turn over tax receipts to said Tax Collector, shall be deemed a termination of this Contract and relieve all parties of any further obligation there under.

- (c) This Contract may be terminated by either party for cause, with thirty (30) days prior written notice, if the other party breaches any term or condition set forth herein and fails to remedy the breach within fifteen (15) days after being notified thereof.

EFFECTIVE DATE: This Contract shall be effective beginning July 1, 2021 and continuing in duration unless amended or terminated pursuant to the terms of this Contract.

THEREFORE, the parties hereunto have set their hands and seals the said year first above written.

[Signature]
Town Manager

Chairman, Board of Commissioners

[Signature]
Town Clerk

County Clerk

Farm Call: \$ 100
Diagnostic Exam: \$65
Coggins: \$39
EWT/WN: \$56
Flu/Rhino: \$ 30
Rabies: \$15
Float Teeth: \$120 + sedation (variable \$30-\$50)
Euthanasia: \$ 160-\$200
Castration: Standing \$310, add anesthesia cost if necessary
Antibiotics (only when necessary): \$100-\$200

6.2. Prior to performing services, Contractor must have express permission of the Duplin County Supervisor of Animal Services.

7. **COMMUNICATIONS BETWEEN THE PARTIES:** Contractor shall be responsible to the Duplin County Supervisor of Animal Services or his designee for all matters arising out of this contract. Contractor shall receive instructions from the Supervisor or his designee and Contractor shall communicate any complaints about any matters arising out of this contract directly to the Supervisor or his designee.

8. **INDEPENDENT CONTRACTOR:** Contractor's relationship with County shall at all times be that of an independent contractor. Contractor shall not represent itself as an agent or employee of the County for any purpose in the performance of duties under this contract. In performing services under this contract, Contractor shall exercise her sole discretion and professional judgment in accordance with currently approved methods and practices for providing medical services.

Contractor shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of Contractor's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

9. **INSURANCE AND INDEMNITY:** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in

3.1. Serve as the Large Animal Veterinarian for the Duplin County for Large Animals seized in animal cruelty cases

3.2. Provide services to ensure that the medical care, examination, and treatment needs of Large Animals that are confined at the Shelter or Livestock facility at 275 Fairgrounds Dr. Kenansville, North Carolina are being met in accordance with this contract and the applicable standard of care.

3.3. Provide regular medical care and appropriate emergency medical care of Large Animals to the extent reasonably necessary for the general health of the Large Animals.

3.4. Provide after-hours care for Large Animals requiring emergency medical treatment.

3.5. Maintain complete and appropriate medical records for every Large Animal receiving any medical services while confined at the shelter or livestock facility. Said records shall be housed at the Duplin County Shelter. However, only the Contractor and authorized Contractor staff shall have access to said records.

3.6. Whenever Contractor is unable to provide services under this contract due to vacation and/or sickness, Contractor shall arrange for another veterinarian to cover during those situations. Said veterinarian doctor shall fully comply with the terms of this Contract. Said veterinarian shall be compensated by Contractor out of the monies paid by County pursuant to this contract.

3.7. County is not responsible for Contractor's costs related to testifying in criminal cases regarding cruelty cases

4. **DUTIES AND RESPONSIBILITIES OF COUNTY:** The duties and responsibilities of County under this contract shall be as follows:

4.1. To timely pay Contractor for all services rendered pursuant to the terms of this contract.

4.2. To provide an identification for each and every animal serviced under this Contract.

5. **SCOPE OF SERVICES:** The parties contemplate that the services to be provided by Contractor under this contract include both routine and emergency medical services.

6. **FEE FOR CONTRACTOR'S SERVICES:** For Contractor's services under this contract, County shall pay Contractor as follows:

6.1. Fees shall not exceed the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1500.00) PER Large Animal QUALIFYING AS CRUELTY CASES. County is not responsible for Contractor's costs related to testifying in criminal cases regarding cruelty cases.

10.1. As to the County, the present mailing address is:

Duplin County Animal Services
P.O. Box 910
Kenansville, NC 28349

With copy to:

Duplin County Attorney
P.O. Box 966
Kenansville, NC 28349

10.2. As to Contractor, the present mailing address is:

REAGAN EQUINE ASSOICATES
2404 N KERR AVE
WILMINGTON, NC 28405

11. IRAN DIVESTMENT ACT CERTIFICATION. As of the date listed below,

Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147.58(1). Contractor also agrees not to contract with any subcontractor that is identified on the list created by N.C. Gen. Stat. §147-86.58.

12. E-VERIFY. Contractor acknowledges that it is required to comply with any and all laws and regulations of the State of North Carolina. Contractor hereinafter confirms that it is aware of its responsibilities under Article 2, Chapter 64 of the North Carolina General Statutes related to E-Verify and that it is in compliance with said law. The Contractor also acknowledges that it shall advise Duplin County of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

13. ENTIRE AGREEMENT. This contract constitutes the entire agreement between the parties and can only be modified by another written agreement signed by an appropriate official of Duplin County, the Sheriff of Duplin County, and Contractor.

14. GOOD STANDING WITH COUNTY. CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

15. ANNUAL APPROPRIATIONS AND FUNDING. This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, malpractice, liability, and employment insurance, including but not limited to the following minimum coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
\$100,000 --- Property Damage Liability, or
\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

10. NOTICES. Any notice of intent to terminate this agreement, or a request to modify this agreement or to modify or clarify any other matter, shall be made in writing and mailed by certified mail, return receipt requested, to the other party at the address as set forth below or as may be provided to the other party at any time hereafter.

- (a) On or before the first day of July 1, 2021 the governing body of the TOWN shall duly appoint the Tax Collector of Duplin County as the Tax Collector of the TOWN for the term hereinafter specified. Said appointee is hereinafter referred to as the "Tax Collector;"
- (b) The Tax Collector shall perform, on behalf of the TOWN, those duties specified in N.C. Gen. Stat. §105-350;
- (c) The COUNTY shall provide the Tax Collector during the term of this Agreement such assistants and employees as are necessary for said Tax Collector to accomplish his duties to collect the taxes of the TOWN levied on property located within Duplin County;
- (d) The governing body of the COUNTY shall perform all actions pertaining to or ancillary to tax collection which are required by said governing body by N.C. Gen. Statutes, Subchapter II, to include:
 - (1) Preparation of a tax scroll, tax book or combined record as provided in N.C. Gen. Stat. §105-319;
 - (2) Adoption of the Order to Collect Taxes required by N.C. Gen. Stat. §105-321;
 - (3) Review of listings and evaluations as required by N.C. Gen. Stat., Chapter 105, Subchapter II, Article 21;
 - (4) Listing, appraising, and assessing of property as provided in N.C. Gen. Stat., Chapter 105, Subchapter II, Article 22;
 - (5) Delivery of tax receipts to the Tax Collector pursuant to N.C. Gen. Stat. §105-352; and
 - (6) Execution of settlements as required in N.C. Gen. Stat. §105-373.
- (e) This Agreement shall not cover tax collections on behalf of the TOWN for years prior to the tax year of the appointment of the Tax Collector. The TOWN is responsible for collection of taxes levied before this Agreement.
- (f) This Agreement shall only apply to the collection of TOWN taxes on property located within Duplin County. This Agreement does not apply to the collection of taxes on property of the TOWN located in Pender County or any other county.

RESPONSIBILITIES OF COUNTY: Tax Collector shall follow the tax collection and settlement procedures set forth in N.C. Gen. Stat., Chapter 105, Subchapter II, and the administrative and accounting rules of Duplin County, except that the following special procedures shall apply to the extent that they are not inconsistent with said General statutes:

**INTERLOCAL AGREEMENT FOR COLLECTION OF TAXES
BETWEEN COUNTY OF DUPLIN AND TOWN OF WALLACE**

This contract, made and entered into this the 22 day of April 2021 by and between COUNTY OF DUPLIN, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY", party of the first part, and the TOWN OF WALLACE, a municipality duly incorporated under the laws of North Carolina, hereinafter referred to as the "TOWN", party of the second part.

WITNESSETH:

WHEREAS, the governing body of the COUNTY has found and determined that it is in the public interest and for the public benefit to provide for collection by the COUNTY of real estate taxes and personal property taxes levied by the TOWN on property located within Duplin County;

WHEREAS, the Duplin County Board of Commissioners has found and determined that the COUNTY has the means to provide for the collection of taxes levied by the TOWN on property located within Duplin County, and that such an undertaking will not impair COUNTY tax collection or otherwise be detrimental to the public interest;

WHEREAS, the WALLACE Town Council has found and determined that it is in the public interest and for the public benefit to have the COUNTY collect real estate taxes and personal property taxes levied by the TOWN on property located within Duplin County;

WHEREAS, pursuant to North Carolina General Statutes §160 A-461, local governments may enter into a contract in order to execute an undertaking providing for the contractual exercise by one unit of any power, function and right, including the collection of taxes, of another unit; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and of the mutual benefits to result there from, the parties hereby agree as follows:

PURPOSE: The purpose of this Agreement is to establish an inter-local undertaking, as provided in N.C. Gen. Stat., Chapter 160A-461, whereby the COUNTY collects taxes duly and lawfully ordained and levied by the governing body of the TOWN on property located within Duplin County. The methods and procedures which shall be followed by the COUNTY and the TOWN to implement this undertaking shall be as follows:

- (k) The Tax Collector shall provide monthly reports to the TOWN of assessed values, discoveries, release, levies, and collections within the TOWN on property located in Duplin County;
- (l) The COUNTY shall provide any relevant information to the TOWN as requested by the TOWN;
- (m) All accounts turned over to the County Attorney for foreclosure by Tax Collector shall be provided in list form to the TOWN;
- (n) The COUNTY shall include TOWN delinquent taxes (2021 taxes and thereafter) within the advertisement the COUNTY runs yearly;

RESPONSIBILITIES OF TOWN:

- (a) Separate bonds shall be given by the Tax Collector, one in his capacity as the Duplin County Tax Collector and one in his capacity as Town of WALLACE Tax Collector. Separate bonds shall also be given by such of said Tax Collector's Assistants and Clerks as may be designated by each of the taxing units so that said persons may be held to properly account to and settle with each taxing unit as provided by law. Each taxing unit shall approve those bonds given for its protection. TOWN shall pay the premium required therefore for the cost of the bond as the Town of WALLACE Tax Collector;
- (b) The governing body of the TOWN, may at its own expense, provide for a separate audit of the records relating to taxes owed to the TOWN and collected on its behalf by the Tax Collector;
- (c) Penalties and interests collected, proceeds recovered from tax foreclosures and sales pursuant thereto, and discounts, settlements, or compromises allowed shall be apportioned between the COUNTY and the TOWN pro rata in proportion to each taxing unit's share of the principal amount which was the basis of said collections, recoveries, or allowances;
- (d) The TOWN shall release any town taxes as required under N.C. Gen. Stat. §105-381 and provide a report to the COUNTY of any releases and provide a copy to the Tax Collector;
- (e) The TOWN shall send any individuals wanting to pay monies on accounts that have been sent to County Attorney for foreclosure to the Duplin County Tax Office or County Attorney. The County Attorney is authorized to enter into a payment arrangement with any delinquent accounts that have been turned over for foreclosure prior to the foreclosure

- (a) The COUNTY shall remit to the TOWN any and all, to include principal, penalties, and sums collected under this Agreement on behalf of the TOWN for the current and previous tax years, except that the COUNTY shall retain any compensation due from the TOWN for the remittance period, as provided in this agreement;
- (b) Records maintained by the Tax Collector shall show separately the amount collected on behalf of each taxing unit and such records shall be available at any time to each taxing unit;
- (c) Separate bonds shall be given by the Tax Collector, one in his capacity as the Duplin County Tax Collector and one in his capacity as Town of Wallace Tax Collector. Separate bonds shall also be given by such of said Tax Collector's Assistants and Clerks as may be designated by each of the taxing units so that said persons may be held to properly account to and settle with each taxing unit as provided by law. Each taxing unit shall approve those bonds given for its protection. COUNTY shall pay the premium required therefore for the cost of the bond as the COUNTY Tax Collector;
- (d) The Tax Collector shall mail only one bill to a taxpayer within the purview of the Contract, whether that taxpayer owes taxes to either of the taxing units or to both;
- (e) The Tax Collector shall endeavor to the best of his ability to mail the tax bill by July 15th of each year, but shall be mailed no later than August 15th of each year;
- (f) The COUNTY shall audit all tax records as required by law including the ones provided under this Agreement;
- (g) The Tax Collector shall report delinquent tax bills due the TOWN in the same manner provided by COUNTY rules for delinquent COUNTY taxes.
- (h) Penalties and interests collected, proceeds recovered from tax foreclosures and sales pursuant thereto, and discounts, settlements, or compromises allowed shall be apportioned between the COUNTY and the TOWN pro rata in proportion to each taxing unit's share of the principal amount, which was the basis of said collections, recoveries, or allowances;
- (i) The County Finance Officer shall remit to the Finance Director of the TOWN all taxes due the TOWN, as collected by COUNTY, on a monthly basis;
- (j) The Tax Collector reports only to the County Manager and the Duplin County Board of Commissioners;

(c) The Town Council by resolution shall approve such an appointment. The appointment, its approval and acknowledgement thereof will be entered into the minutes of the appropriate proceedings of each of the governing bodies of the parties hereto;

(d) Appointments of all assistants, consultants, attorneys or employees provided by the COUNTY to implement this undertaking shall be made by the appropriate COUNTY officials and shall not be subject to the approval of the governing body of the TOWN;

(e) The participation of the office of the Tax Collector of Duplin County in this undertaking, except as otherwise provided by law or this contract, shall be under the supervision of the Board of Commissioners of Duplin County and the County Manager, which officials shall have exclusive authority as provided by law to regulate and control the administration of said Office; and

(f) The jurisdiction, authority, rights, privileges, and immunities (including coverage under the Workman's Compensation Act) which the officers, agents and employees of the COUNTY enjoy within the territory of the COUNTY shall also be enjoyed by them within the TOWN when they are acting pursuant to the Agreement and within the scope of their authority or in the course of their employment.

FINANCES:

(a) The TOWN shall reimburse the COUNTY for its share of the cost of this undertaking. Such share of the cost shall be as follows:

- (1) Payment shall be an amount equal to two (2%) percent of all amounts collected by County on behalf of Town pursuant to this Contract, plus any costs and fees incurred by COUNTY that are not paid by the Taxpayer;
- (2) The TOWN shall reimburse the COUNTY for all data conversion fees associated with initiation of this contract on July 1, 2021.

(b) Reimbursement shall be made by retaining the amounts owed from the remittances to the TOWN of taxes collected on its behalf pursuant to the terms of this Contract.

AMENDMENT: This contract may be amended in any year prior to the approval of the annual budget of either party; whichever approval comes first, by mutual agreement between the parties in writing and duly ratified by the governing bodies of the COUNTY and the municipality of the TOWN. Such amendment shall be effective for the tax year during which the amendment is made.

TERMINATION:

being filed. The TOWN shall not accept any monies from taxpayers on accounts sent to the Duplin County Attorney;

(f) The TOWN may publish a separate advertisement for its delinquent taxes at its own expense;

(g) The TOWN will use the same discount schedule that the COUNTY uses;

(h) All tax monies owed to the TOWN for 2021 taxes and thereafter, for so long as this Agreement remains in effect, shall be taken or collected only by the COUNTY;

(i) The TOWN must provide situs, values, addresses, and other information to the COUNTY for inclusion in the tax bills prior to June 30th each year under this Agreement;

FORECLOSURES: If a delinquent bill is due to both the COUNTY and the TOWN, the County Attorney is authorized to bring an action for foreclosure on both tax liens in the name of both parties hereto. If the delinquent bill is owed only to the TOWN, the foreclosure will be brought in the name of the TOWN only by the County Attorney. The costs of such actions will be borne by each taxing unit pro rata in proportion to its share of the total tax bill delinquent. In the event said property is purchased by the COUNTY or TOWN at the tax sale then pursuant to N.C. Gen. Stat. § 105-376 neither party shall pay the taxes to the other until the property is resold. If purchased by the TOWN at the tax sale, the property shall be put into the name of the TOWN but may be listed on the COUNTY website for sale; in such case, the TOWN is otherwise responsible for all aspects of administering sale of the property. The sale of the property shall be handled pursuant to N.C. Gen. Stat. § 160A-268 at an amount agreed to by both the COUNTY and TOWN.

DURATION: This Agreement shall endure so long as the parties hereto exist and have the power to make and maintain such agreement unless this Agreement is sooner terminated as hereinafter provided.

APPOINTMENTS:

(a) The appointment of the Duplin County Tax Collector as the Tax Collector of the TOWN shall be made by the governing body of the TOWN in accordance with the provisions of N.C. Gen. Stat. § 105- 349;

(b) The Duplin County Board of Commissioners by resolution shall approve such an appointment. The appointment, its approval and acknowledgement thereof will be entered into the minutes of the appropriate proceedings of each of the governing bodies of the parties hereto;

the claim is a valid claim

2.2 **Representations and warranties of United.** United, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

- i) United is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.
- ii) United has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by United have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by United and (assuming the due authorization, execution and delivery of this Agreement by Facility) constitutes a valid and binding obligation of United, enforceable against United in accordance with its terms, except as enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.
- iii) The execution, delivery and performance of this Agreement by United do not and will not violate or conflict with (a) the organizational documents of United, (b) any material agreement or instrument to which United is a party or by which United or any material part of its property is bound, or (c) applicable law.
- iv) United has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

Article III.
Applicability of this Agreement

3.1 **Facility's services.**

- i) This Agreement applies to Covered Services provided at Facility's service locations set forth in Appendix 1. If the service location is not listed in Appendix 1, this section 3.1 and this Agreement should nevertheless be understood as applying to the actual service locations that existed when this Agreement was executed, rather than to a billing address, post office box, or any other address set forth in Appendix 1.

In the event Facility begins providing services at other service locations, at new types of facilities, or under other Taxpayer Identification Number(s), those additional Taxpayer Identification Numbers, new types of facilities or locations, will become subject to this Agreement only upon the written agreement of the parties. This subsection 3.1(i) applies to cases when Facility adds the location itself (such as through new construction or through conversion of a free-standing location to provider-based), and when Facility acquires, merges or comes under common ownership with an existing provider that was not already under contract with United or one of United's Affiliates to participate in a network of health care providers). For purposes of this section 3.1, "new types of facilities" include any type of health care provider other than transportation provider.

- 1.7 **Protocols** are the programs and administrative procedures adopted by United or a Payer to be followed by Facility in providing services and doing business with United and Payers under this Agreement. These Protocols may include, among other things, credentialing and credentialing processes, utilization management and care management processes, quality improvement, peer review, Customer grievance, or concurrent review. The Protocols may change from time to time as discussed in section 4.4 of this Agreement.

1.8 **United's Affiliates** are those entities controlling, controlled by, or under common control with UnitedHealthcare Insurance Company

Article II.
Representations and Warranties

2.1 **Representations and warranties of Facility.** Facility, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

- i) Facility is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.
- ii) Facility has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Facility have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by Facility and (assuming the due authorization, execution and delivery of this Agreement by United) constitutes a valid and binding obligation of Facility, enforceable against Facility in accordance with its terms, except as enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

- iii) The execution, delivery and performance of this Agreement by Facility do not and will not violate or conflict with (a) the organizational documents of Facility, (b) any material agreement or instrument to which Facility is a party or by which Facility or any material part of its property is bound, or (c) applicable law.

- iv) Facility has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

- v) Facility has been given an opportunity to review the Protocols and Payment Policies. See the Additional Manuals Appendix for additional information regarding the Protocols and Payment Policies applicable to Customers enrolled in certain Benefit Plans.

- vi) Each submission of a claim by Facility pursuant to this Agreement constitutes the representation and warranty by it to United that (a) it has complied with the requirements of this Agreement with respect to the Covered Services involved and the submission of the claim, (b) the charge amount set forth on the claim is the Customary Charge and (c)

credentialing by United, Facility must be credentialed by United or its delegate prior to furnishing any Covered Services to Customers under this Agreement

4.2 Nondiscrimination. Facility will not discriminate against any patient, with regard to quality of service or accessibility of services, on the basis that the patient is a Customer.

4.3 Accessibility. At a minimum, Facility will be open during normal business hours, Monday through Friday.

4.4 Cooperation with Protocols. Facility will cooperate with and be bound by United's and Payers' Protocols. The Protocols include but are not limited to all of the following:

- i) For non-emergency Covered Services, Facility will assist Customers to maximize their benefits by referring or directing Customers only to other providers that participate in United's network, except as authorized by United through United's process for approving out-of-network services for in-network benefits.
- ii) As further described in the Protocols, Facility will provide notification and participate in utilization management programs regarding certain Covered Services, accept and return telephone calls from United staff, and respond to United requests for clinical information as required by United or Payer.

The Protocols will be made available to Facility online or upon request. Some or all Protocols also may be disseminated in the form of an administrative manual or guide or in other communications. Currently, the Protocols may be found at www.united-provider.com. United will notify Facility of any changes in the location of the Protocols.

United may change the Protocols from time to time. United will use reasonable commercial efforts to inform Facility at least 30 days in advance of any material changes to the Protocols. United may implement changes in the Protocols without Facility's consent if the change is applicable to all or substantially all facilities of the same type and in the same state as Facility (as used in this sentence, examples of a type of facility are an inpatient hospital, SNF, rehab hospital, or ambulatory surgery center). Otherwise, changes to the Protocols proposed by United to be applicable to Facility are subject to the terms of section 9.2 of this Agreement applicable to amendments.

4.5 Employees and subcontractors. Facility will assure that its employees, affiliates and any individuals or entities subcontracted by Facility to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit Facility's obligations and accountability under this Agreement with regard to these services. Facility affiliates are those entities that control, are controlled by or are under common control with Facility.

4.6 Licensure. Facility will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable Facility to lawfully perform this Agreement.

4.7 Liability Insurance. Facility will procure and maintain liability insurance. Except to the extent coverage is a state mandated placement, Facility's coverage must be placed with responsible, financially sound insurance carriers authorized or approved to write coverage in the state in which the Covered Services are provided. Facility's liability insurance must be, at a minimum, of the types and in the amounts set forth below. Facility's medical malpractice insurance must be either

- ii) In the event Facility acquires or is acquired by, merges with, or otherwise becomes affiliated with another provider of health care services that is already under contract with United or one of United's Affiliates to participate in a network of health care providers, the payment rates for each of Facility's locations specified in this Agreement and the payment rates for the other provider will be (a) the rates set forth in the other agreement, or (b) the rates set forth in the applicable Payment Appendix to this Agreement, as decided by United with written notice to Facility

- iii) Facility will not transfer all or some of its assets to any other entity during the term of this Agreement, with the result that all or some of the Covered Services subject to this Agreement will be rendered by the other entity rather than by Facility, without the express written agreement of United. This subsection 3.1(ii) applies to arrangements under which another provider leases space from Facility after the Effective Date of this Agreement, so that Covered Services that were subject to this Agreement as of the Effective Date of this Agreement are rendered instead by another provider after the lease takes place.

3.2 Payers and Benefit Plans. United may allow Payers to access Facility's services under this Agreement for certain Benefit Plans, as described in Appendix 2. Appendix 2 may be modified by United upon 30 days written or electronic notice.

Section 8.3 of this Agreement will apply to Covered Services provided to Customers covered by Benefit Plans that are added to the list in Appendix 2 of Benefit Plans excluded from this Agreement as described above

3.3 Patients who are not Customers. This Agreement does not apply to services rendered to patients who are not Customers at the time the services were rendered. Section 6.6 of this Agreement addresses circumstances in which claims for services rendered to those patients are inadvertently paid.

3.4 Health care. This Agreement and Customer Benefit Plans do not dictate the health care provided by Facility, or govern Facility's determination of what care to provide its patients, even if those patients are Customers. The decision regarding what care is to be provided remains with Facility and with Customers and their physicians, and not with United or any Payer.

3.5 Communication with Customers. Nothing in this Agreement is intended to limit Facility's right or ability to communicate fully with a Customer and the Customer's physician regarding the Customer's health condition and treatment options. Facility is free to discuss all treatment options without regard to whether or not a given option is a Covered Service. Facility is free to discuss with a Customer any financial incentives Facility may have under this Agreement, including describing at a general level the payment methodologies contained in this Agreement. Facility may also assist a Customer in estimating the cost of a given Covered Service.

Article IV.
Duties of Facility

4.1 Provide Covered Services. Facility will provide Covered Services to Customers. Facility must be in compliance with section 2.1(iv) of this Agreement and, to the extent Facility is subject to

given so as to enable United to reasonably meet the timelines for determining the appeal or grievance). If records are requested to adjudicate a claim or to make a decision regarding a request for correction under 6.10, or regarding an appeal, Facility will provide copies of the requested records within fourteen days after the request is made, and

- 11) to agencies of the government, in accordance with applicable law, to the extent that access is necessary to comply with regulatory requirements applicable to Facility, United, or Payers

Facility will cooperate with United on a timely basis in connection with any such record request including, among other things, in the scheduling of and participation in an interview to review findings, within 30 days after United's request.

If such information and records are requested by United, Facility will provide copies of the records free of charge.

- 4.11 **Access to data.** Facility represents that in conducting its operations, it collects and reviews certain quality data relating to care rendered by Facility that is reported in a manner which has been validated by a third party as having a clear, evidence-based link to quality or safety (e.g., AHRQ standards) or which has been created by employer coalitions as proxies for quality (e.g., Leapfrog standards).

United recognizes that Facility has the sole discretion to select the metrics which it will track from time to time and that Facility's primary goal in so tracking is to advance the quality of patient care. If the information that Facility chooses to report on is available in the public domain in a format that includes all data elements required by United, United will obtain quality information directly from the source to which Facility reported. If the Facility does not report metrics in the public domain, on a quarterly basis, Facility will share these metrics with United as tracked against a database of all discharged, commercial patients (including patients who are not United customers). United may publish this data to entities to which United renders services or seeks to render services, and to Customers

- 4.12 **Compliance with law.** Facility will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information.

- 4.13 **Electronic connectivity.** When made available by United, Facility will do business with United electronically. Facility will use <https://ahca.hhs.gov/ahca> to check eligibility status, claims status, and submit requests. Facility will use <https://ahca.hhs.gov/ahca> for additional functionalities (for instance, notification of admission) after United informs Facility that these functionalities have become available for the applicable Customer

- 4.14 **Implementation of patient safety programs.** Facility will implement quality programs recommended by nationally recognized independent third parties on a reasonably prompt basis.

Article V.
Duties of United and Payers

occurrence or claims made with an extended period reporting option. Prior to the Effective Date of this Agreement and within 10 days of each policy renewal thereafter, Facility will submit to United in writing evidence of insurance coverage

TYPE OF INSURANCE	MINIMUM LIMITS
Medical malpractice and/or professional liability insurance	One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate
Commercial general and/or umbrella liability insurance	One Million Dollars (\$1,000,000.00) per occurrence and aggregate

In lieu of purchasing the insurance coverage required in this section, Facility may, with the prior written approval of United, self-insure its medical malpractice and/or professional liability, as well as its commercial general liability. Facility will maintain a separate reserve for its self-insurance. Prior to the Effective Date, Facility will provide a statement, verified by an independent auditor or actuary, that its reserve funding levels and process of funding appears adequate to meet the requirements of this section and fairly represents the financial condition of the fund. Facility will provide a similar statement during the term of this Agreement upon United's request, which will be made no more frequently than annually. Facility will assure that its self-insurance fund will comply with applicable laws and regulations.

- 4.8 **Notice by Facility.** Facility will give notice to United within 10 days after any event that causes Facility to be out of compliance with section 4.6 or 4.7 of this Agreement, or of any change in Facility's name, ownership, control, or Taxpayer Identification Number

In addition, Facility will give written notice to United 45 days prior to the effective date of changes in existing remit address(es) and other demographic information.

- 4.9 **Customer consent to release of medical record information.** Facility will obtain any Customer consent required in order to authorize Facility to provide access to requested information or records as contemplated in section 4.10 of this Agreement, including copies of the Facility's medical records relating to the care provided to Customer.

- 4.10 **Maintenance of and access to records.** Facility will maintain medical, financial and administrative records related to Covered Services rendered by Facility under this Agreement, including claims records, for at least 6 years following the end of the calendar year during which the Covered Services are provided, unless a longer retention period is required by applicable law

Facility will provide access to these records as follows.

- i) to United or its designees, in connection with United's utilization management, quality assurance and improvement and for claims payment, health care operations and other administrative obligations, including reviewing Facility's compliance with the terms and provisions of this Agreement and appropriate billing practice. Facility will provide access during ordinary business hours within fourteen days after a request is made, except in cases of a United billing audit involving an allegation of fraud or abuse or the health and safety of a Customer (in which case, access must be given within 48 hours after the request) or of an expedited Customer appeal or grievance (in which case, access will be

discharge or from the date outpatient Covered Services are rendered. If Payer is not the primary payer, and Facility is pursuing payment from the primary payer, the timely filing limit will begin on the date Facility receives the claim response from the primary payer

In the event United requests additional information in order to process a claim, Facility will provide that additional information within 90 days of United's request, unless a longer timeframe is required under applicable law.

6.4 Payment of claims for Covered Services. Payer will pay claims for Covered Services as further described in the applicable Payment Appendix to this Agreement and in accordance with Payment Policies.

Claims for Covered Services subject to coordination of benefits will be paid in accordance with the Customer's Benefit Plan and applicable state and federal law.

The obligation for payment under this Agreement is solely that of Payer, and not that of United unless United is the Payer.

6.5 Denial of claims for not following Protocols, for not filing timely, for Services not Covered under the Customer's Benefit Plan, or for lack of medical necessity.

i) **Non-compliance with Protocol.** Payment may be denied in whole or in part if Facility does not comply with a Protocol or does not file a timely claim as required under section 6.3 of this Agreement.

In the event payment is denied under this subsection 6.5(i) for Facility's failure to file a timely claim or to comply with a Protocol regarding notification or regarding lack of coverage approval on file, Facility may request reconsideration of the denial, and the denial under this subsection (i) will be reversed if Facility can show that, at the time the Protocols required notification or prior authorization, or at the time the claim was due:

- Facility did not know and was unable to reasonably determine that the patient was a Customer, and
- Facility took reasonable steps to learn that the patient was a Customer, and
- Facility promptly submitted a claim after learning the patient was a Customer.

A claim denied under this subsection (i) is also subject to denial for other reasons permitted under the Agreement, reversal of a denial under this subsection (i) does not preclude United from upholding a denial for one of these other reasons.

ii) **Non-Covered Services.** Services not covered under the applicable Benefit Plan are not subject to the rates or discounts of this Agreement. Facility may seek and collect payment from a Customer for such services (provided that Facility obtained the Customer's written consent).

iii) **Denials for lack of medical necessity through the prior authorization process.** If a service would otherwise be a Covered Service, but is not a Covered Service under the applicable Benefit Plan because it is determined through the prior authorization process to not meet the Benefit Plan's requirement of medical necessity, as defined in the Benefit Plan or applicable law (or not meet a similar concept in the Benefit Plan, such as not being consistent with nationally recognized scientific evidence as available, or not being

5.1 Payment of claims. As described in further detail in Article VI of this Agreement, Payers will pay Facility for rendering Covered Services to Customers. United will make its Payment Policies available to Facility online or upon request. United may change its Payment Policies from time to time, and will make information available describing the change

5.2 Liability insurance. United will procure and maintain professional and general liability insurance, as United reasonably determines may be necessary to protect United and United's employees against claims, liabilities, damages or judgments that arise out of services provided by United or United's employees under this Agreement

5.3 Licensure. United will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable United to lawfully perform this Agreement.

5.4 Notice by United. United will give written notice to Facility within 10 days after any event that causes United to be out of compliance with section 5.2 or 5.3 of this Agreement, or of any change in United's name, ownership, control, or Taxpayer Identification Number. This section does not apply to changes of ownership or control that result in United being owned or controlled by an entity with which it was already affiliated prior to the change.

5.5 Compliance with law. United will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information and those relating to prompt payment of claims, to the extent those requirements are applicable.

5.6 Electronic connectivity. United will do business with Facility electronically by providing eligibility status, claims status, and accepting requests for claim adjustments, for those Benefit Plans supported by ~~any applicable plan~~. United will communicate enhancements in ~~any applicable plan~~ functionality as they become available, as described in section 4.13 of this Agreement, and will make information available as to which Benefit Plans are supported by ~~any applicable plan~~

5.7 Employees and subcontractors. United will assure that its employees, affiliates and any individuals or entities subcontracted by United to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit United's obligations and accountability under this Agreement with regard to those services

Article VI.
Submission, Processing, and Payment of Claims

6.1 Form and content of claims. Facility must submit claims for Covered Services as described in the Protocols, using current, correct and applicable coding.

6.2 Electronic filing of claims. Within six months after the Effective Date of this Agreement, Facility will use electronic submission for all of its claims under this Agreement that United is able to accept electronically.

6.3 Time to file claims. Unless a longer timeframe is required under applicable law, all information necessary to process a claim must be received by United no more than 90 days from the date of

- v.) a denial based on lack of medical necessity or based on consistency with nationally recognized scientific evidence as available, and prevailing medical standards and clinical guidelines, except as provided in section 6.5 of this Agreement.

This obligation to refrain from billing Customers applies even in those cases in which Facility believes that United or Payer has made an incorrect determination. In such cases, Facility may pursue remedies under this Agreement against United or Payer, as applicable, but must still hold the Customer harmless.

In the event of a default by a Payer other than those Payers covered by clause (v) of this section 6.8, Facility may seek payment directly from the Payer or from Customers covered by that Payer. However, Facility may do so only if it first inquires in writing to United as to whether the Payer has defaulted and, in the event that United confirms that Payer has defaulted (which confirmation will not be unreasonably withheld), Facility then gives United 15 days prior written notice of Facility's intent to seek payment from Payer or Customers. For purposes of this paragraph, a default is a systematic failure by a Payer to fund claims payments related to Customers covered through that Payer; a default does not occur in the case of a dispute as to whether certain claims should be paid or the amounts that should be paid for certain claims.

This section 6.8 and section 6.7 will survive the termination of this Agreement, with regard to Covered Services rendered prior to when the termination takes effect.

6.9 Consequences for failure to adhere to Customer protection requirements. If Facility collects payment from, brings a collection action against, or asserts a lien against a Customer for Covered Services rendered (other than for the applicable co-payment, deductible or coinsurance), contrary to section 6.7 or 6.8 of this Agreement, Facility will be in breach of this Agreement. This section 6.9 will apply regardless of whether Customer or anyone purporting to act on Customer's behalf has executed a waiver or other document of any kind purporting to allow Facility to collect such payment from Customer.

In the event of such a breach, Payer may deduct, from any amounts otherwise due Facility, the amount wrongfully collected from Customers, and may also deduct an amount equal to any costs or expenses incurred by the Customer, United or Payer in defending the Customer and otherwise enforcing sections 6.7 through 6.9 of this Agreement. Any amounts deducted by Payer in accordance with this provision will be used to reimburse the Customer and to satisfy any costs incurred. The remedy contained in this paragraph does not preclude United from invoking any other remedy for breach that may be available under this Agreement.

6.10 Correction of claims payments. If Facility does not seek correction of a given claim payment or denial by giving notice to United within 12 months after the claim was initially processed, it will have waived any right to subsequently seek such correction under this section 6.10, or through dispute resolution under Article VII of this Agreement or in any other forum.

Facility will repay overpayments within 30 days of written or electronic notice of the overpayment. Facility will promptly report any credit balance that it maintains with regard to any claim overpayment under this Agreement, and will return the overpayment to United within 30 days after posting it as a credit balance.

Recovery of overpayments may be accomplished by offsets against future payments.

Article VII.
Dispute Resolution

consistent with prevailing medical standards and clinical guidelines), Facility may seek or collect payment from the Customer but only if, prior to receiving the service, the Customer had knowledge of the determination of non-coverage and specifically agreed in writing to be responsible for payment of those charges.

6.6 Retroactive correction of information regarding whether patient is a Customer. Prior to rendering services, Facility will ask the patient to present his or her Customer identification card. In addition, Facility may contact United to obtain the most current information available to United on the patient's status as a Customer.

However, such information provided by United is subject to change retroactively, under the following circumstances, (i) if United has not yet received information that an individual is no longer a Customer; (ii) if the individual's Benefit Plan is terminated retroactively for any reason including, but not limited to, non-payment of premium; (iii) as a result of the Customer's final decision regarding continuation of coverage pursuant to state and federal laws, or (iv) if eligibility information United receives is later proven to be false.

If Facility provides health care services to an individual, and it is determined that the individual was not a Customer at the time the health care services were provided, those services will not be eligible for payment under this Agreement and any claims payments made with regard to those services may be recovered as overpayments under the process described in section 6.10 of this Agreement. Facility may then directly bill the individual, or other responsible party, for those services.

6.7 Payment under this Agreement is payment in full. Payment as provided under section 6.4 of this Agreement, together with any co-payment, deductible or coinsurance for which the Customer is responsible under the Benefit Plan, is payment in full for a Covered Service. Facility will not seek to recover, and will not accept, any payment from Customer, United, Payer or anyone acting on their behalf, in excess of payment in full as provided in this section 6.7, regardless of whether that amount is less than Facility's billed charge or Customary Charge.

6.8 Customer hold harmless. Facility will not bill or collect payment from the Customer, or seek to impose a lien, for the difference between the amount paid under this Agreement and Facility's billed charge or Customary Charge, or for any amounts denied or not paid under this Agreement due to:

- i) Facility's failure to comply with the Protocols,
- ii) Facility's failure to file a timely claim,
- iii) Payer's Payment Policies,
- iv) inaccurate or incorrect claim processing,
- v) insolvency or other failure by Payer to maintain its obligation to fund claims payments, if Payer is United, or is an entity required by applicable law to assure that its Customers not be billed in these circumstances, or

including but not limited to unlawfulness, invalidity or unenforceability

The decision of the arbitrator(s) on the points in dispute will be binding. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, the litigation. The litigation would instead proceed with the judge as the finder of fact.

In the event a party wishes to terminate this Agreement based on an assertion of unured material breach, and the other party disputes whether grounds for the termination exist, the matter will be resolved through arbitration under this Article VII. While the arbitration remains pending, the termination for breach will not take effect.

This Article VII will survive any termination of this Agreement.

Article VIII.

Term and Termination

8.1 Term. This Agreement will take effect on the Effective Date. This Agreement has an initial term of three years and will renew automatically for renewal terms of one year, until terminated pursuant to section 8.2 of this Agreement

8.2 Termination. This Agreement may be terminated under any of the following circumstances.

- i) by mutual written agreement of the parties;
- ii) by either party, upon at least 90 days' prior written notice, effective at the end of the initial term or effective at the end of any renewal term,
- iii) by either party, upon 60 days prior written notice, in the event of a maternal breach of this Agreement by the other party; the notice must include a specific description of the alleged material breach, however, the termination will not take effect if the breach is cured within 60 days after notice of the termination, moreover, termination may be deferred as further described in Article VII of this Agreement,
- iv) by either party, upon 10 days prior written notice, in the event the other party loses licensure or other governmental authorization necessary to perform this Agreement, or fails to have insurance as required under section 4.7 or section 5.2 of this Agreement,
- v) by United, upon 10 days prior written notice, in the event Facility loses accreditation; or
- vi) by United, upon 90 days prior written notice, in the event
 - a) Facility loses approval for participation under United's credentialing plan, or
 - b) Facility does not successfully complete the United's re-credentialing process as required by the credentialing plan

The parties will work together in good faith to resolve any and all disputes between them ("Disputes") including but not limited to the existence, validity, scope or termination of this Agreement or any term thereof, and all questions of arbitrability, with the exception of any question regarding the availability of class arbitration or consolidated arbitration, which is expressly waived below. Disputes also include any dispute in which Facility is acting as the assignee of one or more Customer. In such cases, Facility agrees that the provisions of this Article VII will apply, including without limitation the requirement for arbitration.

If the Dispute pertains to a matter which is generally administered by certain United procedures, such as a credentialing or quality improvement plan, the policies and procedures set forth in that plan must be fully exhausted by Facility before Facility may invoke any right to arbitration under this Article VII. For Disputes regarding payment of claims, a party must have timely initiated, and completed, the claim reconsideration and appeal process as set forth in the Administrative Guide in order to initiate the Dispute process.

If the parties are unable to resolve any such Dispute within 60 days following the date one party sent written notice of the Dispute to the other party, and if either party wishes to pursue the Dispute, it may do so only by submitting the Dispute to binding arbitration conducted by the American Arbitration Association ("AAA") in accordance with the AAA Healthcare Payor Provider Arbitration Rules, as they may be amended from time to time (see <http://www.adr.org>), except that, in any case involving a Dispute in which a party seeks an award of \$1,000,000 or greater or seeks termination of this Agreement, a panel of three arbitrators will be used; a single arbitrator cannot award \$1,000,000 or more or order that this Agreement is terminated. The arbitrator(s) will be selected from the AAA National Healthcare Roster (as described in the AAA Healthcare Payor Provider Arbitration Rules) or the AAA's National Roster of Arbitrators (as described the AAA Commercial Arbitration Rules and Mediation Procedures). Unless otherwise agreed to in writing by the parties, if the party wishing to pursue the Dispute does not initiate the arbitration within one year after the date on which written notice of the Dispute was given, or, for Disputes subject to the procedures or processes described in the previous paragraph, within one year after the completion of the applicable procedure or process, it will have waived its right to pursue the Dispute in any forum.

Any arbitration proceeding under this Agreement will be conducted in Guilford County, NC. The arbitrator(s) may construe or interpret but must not vary or ignore the terms of this Agreement and will be bound by controlling law. The arbitrator(s) have no authority to award punitive, exemplary, indirect or special damages, except in connection with a statutory claim that explicitly provides for that relief.

Except as may be required by law, neither a party, including without limitation, the parties' representatives, consultants and counsel of record in the arbitration, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder, or any Confidential Arbitration Information without the prior written consent of all parties. "Confidential Arbitration Information" means any written submissions in an arbitration by either party, discovery exchanged, evidence submitted, transcripts or other records of hearings in the matter and any orders and awards issued, and any reference to whether either party won, lost, prevailed, or did not prevail against the other party in any arbitration proceeding, as well as any settlement agreement related to an arbitration. However, judgment on the award may be entered under seal in any court having jurisdiction thereof, by either party.

The parties expressly intend that any arbitration be conducted on an individual basis, so that no third parties may be consolidated or joined or allowed to proceed with class arbitration. The parties agree that any arbitration ruling allowing class arbitration, or requiring consolidated arbitration involving any third party(ies), would require immediate judicial review. Notwithstanding anything in this Agreement to the contrary, this paragraph may not be severed from Article VII of the Agreement under any circumstances,

9.5 Relationship of the parties. The sole relationship between the parties to this Agreement is that of independent contractors. This Agreement does not create a joint venture, partnership, agency, employment or other relationship between the parties.

9.6 No third-party beneficiaries. United and Facility are the only entities with rights and remedies under this Agreement.

9.7 Calendar days. Unless this Agreement specifically provides otherwise, all references in this Agreement to a period of days refers to calendar days

9.8 Notice procedures. Any notice required to be given under this Agreement must be in writing, except in cases in which this Agreement specifically permits electronic notice, or as otherwise permitted or required in the Protocols. Acceptable forms of written notice include facsimile, first class mail, certified mail, or overnight delivery by a national, recognized delivery service. All notices of termination of this Agreement by either party must be sent by certified mail, return receipt requested, addressed to the appropriate party at the address set forth on the signature portion of this Agreement. Each party will provide the other with proper addresses, facsimile numbers and electronic mail addresses

9.9 Confidentiality. Neither party may disclose to a Customer, other health care providers, or other third parties any of the following information (except as required by an agency of the government):

- i) any proprietary business information, not available to the general public, obtained by the party from the other party;
- ii) the specific reimbursement amounts provided for under this Agreement, except for purposes of administration of benefits, including informing Customers, Benefit Plan sponsors and/or referring providers about the cost of a particular Covered Service or set of Covered Services; or
- iii) any customer list of the other party regardless of how such customer list was generated.

This section 9.9 does not preclude the disclosure of information by United to a third party as part of the process by which the third party is considering whether to purchase services from United

At least 48 hours before either party issues a press release, advertisement, or other media statement about the business relationship between the parties, that party will give the other party a copy of the material the party intends to issue.

Except as otherwise required by applicable law or stock exchange rule, Facility will not, and will not permit any of its representative affiliates, representatives or advisors to, issue or cause the publication of any press release or make any other public announcement, including, without limitation, any advertisement, with respect to this Agreement without the consent of United.

9.10 Governing law. This Agreement will be governed by and construed in accordance with the laws of the state in which Facility renders Covered Services, and any other applicable law.

9.11 Regulatory appendices. One or more regulatory appendices are attached to this Agreement, and set forth additional provisions included in this Agreement in order to satisfy regulatory requirements under applicable law. These regulatory appendices, and any attachments to them, are expressly incorporated into this Agreement and are binding on the parties to this Agreement. In the event of any inconsistent or contrary language between a regulatory appendix and any

8.3 Ongoing Services to certain Customers after termination takes effect. In the event a Customer is receiving any of the Covered Services listed below, as of the date the termination of this Agreement takes effect, Facility will continue to render those Covered Services to that Customer, and this Agreement will continue to apply to those Covered Services, after the termination takes effect, for the length of time indicated below

Pregnancy, Third Trimester – Low Risk	Through postpartum follow up visit
Pregnancy, First, Second or Third Trimester – Moderate Risk and High Risk	Through postpartum follow up visit
Non-Surgical Cancer Treatment	30 days or a complete cycle of radiation or chemotherapy, whichever is greater
End Stage Kidney Disease and Dialysis	30 days
Symptomatic AIDS undergoing active treatment	30 days
Circumstances where Payer is required by applicable law to provide transition coverage of services rendered by Facility after Facility leaves the provider network accessed by Payer	As applicable

Article IX.
Miscellaneous Provisions

9.1 Entire Agreement. In order for this Agreement to be binding, a hard copy must be signed by both parties. This Agreement is the entire agreement between the parties with regard to its subject matter, and supersedes any prior written or unwritten agreements between the parties or their affiliates with regard to the same subject matter, except that this Agreement does not supersede a national agreement between the parties or their affiliates

9.2 Amendment. This Agreement may only be amended in a writing signed by both parties, except that this Agreement may be unilaterally amended by United upon written notice to Facility in order to comply with applicable regulatory requirements. United will provide at least 30 days notice of any such regulatory amendment, unless a shorter notice is necessary in order to accomplish regulatory compliance.

9.3 Nonwaiver. The waiver by either party of any breach of any provision of this Agreement is not a waiver of any subsequent breach of the same or any other provision.

9.4 Assignment. This Agreement may not be assigned by either party without the written consent of the other party, except that this Agreement may be assigned by United to any of United's Affiliates

Additionally, if United transfers to a third party all of its business described in a given line item in Appendix 2, section 1, or other line of business, United may assign this Agreement, only as it relates to that transferred business, to that third party. Such an assignment will not impact the relationship of the parties under this Agreement with regard to the remainder of United's business

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

_____, as signed by its authorized representative:	Address to be used for giving notice to Facility under this Agreement			
Signature:	Street: _____			
Print Name:	City: _____			
Title:	State: _____		Zip Code: _____	
Date:	Email: _____			

UnitedHealthcare of North Carolina, Inc., UnitedHealthcare Insurance Company of the River Valley, UnitedHealthcare of Wisconsin, Inc., and UnitedHealthcare Insurance Company, on behalf of itself and the other entities that are United Affiliates, as signed by its authorized representative:

Signature:	_____			
Print Name:	_____			
Title:	_____			
Date:	_____			
Address to be used for giving notice to United under this Agreement				
Street _____				
City: _____				
State: _____		Zip Code: _____		
For office use only				
1846659				
Month, day and year in which Agreement is first effective: _____				

other part of this Agreement, including but not limited to appendices, amendments and exhibits, the regulatory appendix will control, to the extent it is applicable.

9.12 Severability. Except as otherwise set forth in this Agreement, any provision of this Agreement that is unlawful, invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining provisions of this Agreement or the lawfulness, validity or enforceability of the offending provision in any other situation or jurisdiction.

9.13 Survival. Notwithstanding the termination of this Agreement, this Agreement will continue to apply to Covered Services rendered while this Agreement was in effect. Additionally, section 9.9 of this Agreement, (except for the last paragraph) will survive the termination of this Agreement.

Facility Name	Facility Name
Street Address	Street Address
City	City
State and Zip Code	State and Zip Code
Phone Number	Phone Number
TIN	
National Provider ID (NPI)	

Facility Name	Facility Name
Street Address	Street Address
City	City
State and Zip Code	State and Zip Code
Phone Number	Phone Number
TIN	
National Provider ID (NPI)	

Appendix 1
Facility Location and Service Listings

IMPORTANT NOTES. Facility acknowledges its obligation under section 4.8 to promptly report any change in Facility's name or Taxpayer Identification Number. Failure to do so may result in denial of claims or incorrect payment.

The location where Covered Services will be rendered ("Service Location") MUST be listed in this Appendix.

FACILITY LOCATION - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	Billing Address for the Service Location
Facility Name	Facility Name
Street Address	Street Address
City	City
State and Zip Code	State and Zip Code
Phone Number	Phone Number
TIN	
National Provider ID (NPI)	
ADDITIONAL FACILITY LOCATIONS - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	Billing Address for the Service Location
Facility Name	Facility Name
Street Address	Street Address
City	City
State and Zip Code	State and Zip Code
Phone Number	Phone Number
TIN	
National Provider ID (NPI)	
ADDITIONAL FACILITY LOCATIONS - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	Billing Address for the Service Location

Appendix 2
Benefit Plan Descriptions

Section 1. United may allow Payers to access Facility's services under this Agreement for the Benefit Plan types described in each line item below, unless otherwise specified in section 2 of this Appendix 2:

- _____
- _____
- _____
- _____
- _____
- North Carolina Medicaid and CHIP Benefit Plans.
- Section 2.** Notwithstanding the above section 1 of this Appendix 2, this Agreement will not apply to the Benefit Plan types described in the following line items.
- Benefit Plans where Customers are not offered a network of participating providers from which they may receive Covered Services
- _____
- Medicare and Medicaid Enrollees (MME) Benefit Plans
- _____
- Benefit Plans for workers' compensation benefit programs other than those accessing a network administered by OneNet PPO, LLC
- Benefit Plans for Medicare Select.
- Medicare Advantage Private Fee-For-Service Benefit Plans and Medicare Advantage Medical Savings Account Benefit Plans
- Other Governmental Benefit Plans.

Note: Excluding certain Benefit Plans or programs from this Agreement does not preclude the parties or their affiliates from having or entering into a separate agreement providing for Facility's participation in a network for such Benefit Plans or programs.

Section 3. Definitions:

Note. United may adopt a different name for a particular Benefit Plan, and/or may modify information referenced in the definitions in this Appendix 2 regarding Customer identification cards. If that happens, section 1 or section 2 of this Appendix 2 will continue to apply to those Benefit Plans as it did previously, and United will provide Facility with the updated information. Additionally, United may revise the definitions in this Appendix 2 to reflect changes in the names or roles of United's business units, provided that doing so does not change Facility's participation status in Benefit Plans impacted by that change, and further provided that United provides Facility with the updated information.

MEDICARE:

- **Medicare Advantage Benefit Plans** means Benefit Plans sponsored, issued or administered by a Medicare Advantage organization as part of:
i) the Medicare Advantage program under Title XVIII, Part C of the Social Security Act, or
ii) the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively, of the Social Security Act,
as those program names may change from time to time.

- **Medicare and Medicaid Enrollees (MME) Benefit Plan** means the CMS sponsored Financial Alignment Demonstration Plan providing integrated care benefits for individuals eligible for both the state Medicaid program and the Medicare program (Parts A, B, C and D). At such time as this Benefit Plan is no longer a demonstration project and is fully implemented in the state, this definition will be interpreted to refer to the fully implemented plan.

MEDICAID, CHIP AND OTHER STATE PROGRAMS:

- **Medicaid Benefit Plans** means Benefit Plans that offer coverage to beneficiaries of a program that is authorized by Title XIX of the federal Social Security Act, and jointly financed by the federal and state governments and administered by the state.

- **Children's Health Insurance Program ("CHIP") Benefit Plans** means Benefit Plans under the program authorized by Title XXI of the federal Social Security Act that is jointly financed by the federal and state governments and administered by the state.

- **North Carolina Medicaid and CHIP Benefit Plans** means Medicaid Benefit Plans, CHIP Benefit Plans, and Benefit Plans for other state-based healthcare programs for low income individuals, issued in North Carolina that include a reference to "UnitedHealthcare Community Plan" on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.

Additional Manuals Appendix

For some of the Benefit Plans for which Facility may provide Covered Services under this Agreement, Facility is subject to additional requirements of one or more additional provider manuals ("Additional Manuals"). When this Agreement refers to Protocols or Payment Policies, it is also referring to the Additional Manuals. An Additional Manual may be a separate document or it may be a supplement to the UnitedHealthcare Care Provider Administrative Guide ("UnitedHealthcare Administrative Guide").

For Benefit Plans subject to an Additional Manual, the Additional Manual controls if it conflicts with any of the following: (1) a provision of this Agreement or of the UnitedHealthcare Administrative Guide; or (2) a United Protocol or Payment Policy. However, the Additional Manual does not control where it conflicts with applicable statutes or regulations.

The Additional Manuals will be made available to Facility on a designated website and upon request. The names of the Additional Manuals, the websites to view and download them, and the Benefit Plans to which they apply, are listed in Table 1 below. United may change the location of a website or the Customer identification card identifier used to identify Customers subject to a given Additional Manual; if United does so, United will inform Facility.

United may make changes to the Additional Manuals subject to this Appendix in accordance with the provisions of this Agreement relating to Protocol and Payment Policy changes.

Table 1

Benefit Plan(s)	Description of Applicable Additional Manual	Website
No Additional Manuals Apply		
This row intentionally left blank		
This row intentionally left blank	UnitedHealthcare Physician, Health Care Professional, Facility and Ancillary Provider Administrative Guide for North Carolina Medicaid and CHIP	www.UHCprovider.com

Other Governmental Benefit Plans means Benefit Plans that are funded wholly or substantially by a state or district government or a subdivision of a state (such as a city or county), but do not include Benefit Plans for:

- i) employees of a state government or a subdivision of a state and their dependents,
- ii) students at a public university, college or school,
- iii) employer-based coverage of private sector employees, even if the employer receives a government subsidy to help fund the coverage;
- iv) Medicaid beneficiaries;
- v) Children's Health Insurance Program (CHIP) beneficiaries, and
- vi) Medicare and Medicaid Enrollees (MME)



**North Carolina Department of Agriculture
and Consumer Services**
N.C. Forest Service



Steve Troxler
Commissioner

N. David Smith
Chief Deputy Commissioner

Scott Bissette
Assistant Commissioner

August 11, 2021

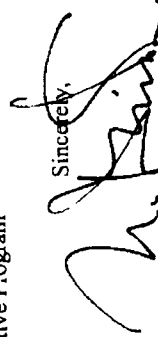
D8 - FA
County - Duplin
Agreement

DUPLIN COUNTY
P O BOX 950
KENANSVILLE NC 28349-0950

Dear Duplin County:

Your County's copy of the agreement with the Department of Agriculture and Consumer Services is enclosed. This is the basis for our cooperation for the FY 2021-2022. The original has been retained for our Department records, and the third copy has been sent to our District Office. I am confident that our excellent cooperative relations of the past will continue through the new fiscal year, which should see continued improvement in our State's Forestry Program.

Your County's cooperative efforts are proof of the increasing interest in the Forestry Program. Please contact your County Ranger, the local District Forester, or this office if there are any questions about the Cooperative Program.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosure

cc: District 8

1616 Mail Service Center, Raleigh, North Carolina 27699-1616
Phone (919) 857-4801 ■ FAX (919) 857-4802 ■ www.dfs.state.nc.us/
An Equal Opportunity Employer

Payment Appendix - NC Medicaid and CHIP

All Payer Fee Information Document: _____

Unless another Payment Appendix to this Agreement applies specifically to a particular Benefit Plan as it covers a particular Customer, the provisions of this Payment Appendix apply to Covered Services rendered by Facility to Customers covered by Benefit Plans sponsored, issued or administered by all Payers. Payer will pay claims for Covered Services according to the lesser of Facility's Customary Charge or the applicable fee schedule, and in accordance with Payment Policies.

Facility will submit claims using a CMS 1500, its successor form or its electronic equivalent. All claims submitted under this Payment Appendix must use CPT Codes, HCPCS Codes, ICD codes or its successor and other codes in compliance with HIPAA standard data set requirements. Claims submitted without HIPAA standard data set requirements may be denied.

- practice of Forest Management practices; and for protection of forests from insects and diseases.
- C) 1.17 Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.
- D) 1.24 Forest Fire Equipment Operator(s) for purposes of establishing fire suppression control lines in assigned work areas and in other areas as needed using equipment, including crawler tractors (fire dozers), with various attachments, such as a fire plow, hurricane blades, etc., and operate and maintain all types of heavy site preparation equipment.
- E) Temporary position(s) on an as-needed basis

2 To furnish position(s) so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements insofar as the joint funds will permit.

3 To pay the identified position(s) for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary administration policy.

4 To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s)

5. To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County

State Funding

6 To make available annually from State, Federal, and other funds allotted to it, the sum of **TWO HUNDRED THIRTY-SEVEN THOUSAND TWO HUNDRED TWENTY-EIGHT DOLLARS (\$237,228.00)** as its share of an annual budget of **THREE HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$395,380.00)** for carrying on the above listed work in said County.

Part II THE BOARD AGREES

7. To pay the Department 40% of the total cost of the salary of position(s) specified in Part I.1 above and expenses and other proper expenditures made in connection with the overall forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

County Funding

8 To appropriate annually the sum of **ONE HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS (\$158,152.00)**, which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.

Part III IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES.

STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

\$ 395,380.00
Total Cooperative Appropriation

\$ 237,228.00 State

\$ 158,152.00 County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT
OF FOREST LANDS IN DUPLIN COUNTY NORTH CAROLINA

THIS AGREEMENT is made under the authority of **Chapter 106, Article 75, of the North Carolina General Statutes, including N.C. Gen. Stat. § 106-906, titled "Cooperation between counties and State in forest protection and development,"** by and between the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of Commissioners of **DUPLIN COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part

WHEREAS, the Board recognizing the need for active forest protection, development, reforestation, management and improvement in **DUPLIN COUNTY** has accepted the offer of the Department for cooperation in accomplishing this object; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties contract and agree to maintain a legally appointed and equipped Forest Service office to support said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows.

Part I. THE DEPARTMENT AGREES

1 To select and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:

- A) 1 County/Area Ranger(s) assigned for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires, for enforcing the State's forest fire laws, for taking such preventive measures, educational and otherwise, to prevent forest fires, for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices, and for protection of forests from insects and diseases.
- B) 2 Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in controlling forest fires in said County; for detecting and extinguishing fires that break out, for investigating the origin of forest, woodland, and field fires, for enforcing the State's forest fire laws, for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and

IN WITNESS WHEREOF, the said parties do hereunto affix their names and

seals upon the date herein below specified

For the Board of County Commissioners of **DUPLIN COUNTY**

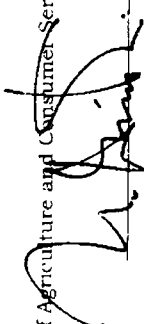
Date 7.19.2021 _____ County Manager



Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized and this Agreement has been pre audited in the manner required by the Local Government Budget and Fiscal Control Act

Date _____ Nancy Christoff County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date 8.12.2021  Signature
N. David Smith
Chief Deputy Commissioner

9. That this Agreement becomes effective July 1, 2021, and lasts through June 30, 2022.
10. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.

That the annual appropriations as set forth above may be revised in writing by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work. Such revision shall become effective at the beginning of the stated Fiscal Year. A Fiscal Year begins on July 1 and ends on June 30. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.
11. That this Agreement may be modified only in writing and upon execution by both parties.
12. That the Board reimburse the Department as provided in Part II of this Agreement by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.
13. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.
14. That the County/Area Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be always informed regarding the Forestry finances and activities within the County.