



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, March 21st, 2022

224 Seminary Street

Kenansville, N.C. 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, March 21st, 2022 in the Commissioners Meeting Room located at 224 Seminary Street, Kenansville, NC.

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

Also Present: Mr. George Futrelle, Assistant County Manager/Airport Director; Teresa Chambers, Administrative Clerk; Tracy Chestnutt, Finance Officer; and Mr. Tim Wilson, County Attorney.

Call to Order

The meeting was called to order by Chairman Edwards.

Invocation and Pledge of Allegiance

Invocation was given by Mr. George Futrelle. 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

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to approve the meeting agenda.

Approval of the Minutes – Governing Body

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously to approve the minutes of the March 7th, 2022 Board of Commissioners meeting as presented.

REGULAR MEETING AGENDA

CONSENT AGENDA

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to approve the consent agenda which consisted of: Budget Amendment Journal Entry Report, Tax and Solid Waste Releases- #19254- 19266; Proclamation Recognizing the 100th Birthday of Ms. Thelma F. Miller; Bad Debt & Deceased Write-Off for Duplin County Health Department from March, 2012; Budget Amendment for BAND-NC Grant for Duplin Co. Library System; Appointment of Library Advisory Board Members – Addie Hodges (Warsaw Branch) and Marcia Jones (Beulaville Branch); Flood Buyout Property lease and Maintenance Agreement between Duplin County and William E. Craft, Jr. (Parcel No. 07-F009 – Salmon Rd.; Beulaville, NC); Flood Buyout Property Lease and

Maintenance Agreement between Duplin County and Jimmy Allred (Parcel No. 07-334 – 1578 Hallsville Rd.; Beulaville, NC).

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA

Public Comments

No Public Comments

End Public Comments

Robin Grotke, Director of Cowan Museum of History & Science, appeared before the Board to request the acceptance of the NC Science Museums Grant and the approval of the grant contract for the NC Science Museums Grant Program, under the NC Department of Natural and Cultural Resources. The grant award is in the amount of \$75,000.00 to be paid annually in both FY 2021-22 and FY 2022-23 for a total of \$150,000.00. The approval of the grant was contingent upon the approval of the FY 2021-22 State budget which came later than normal. Therefore, the granting agency will allow for all monies to be spent by September 30th, 2022 because this contract is late in coming during FY22, rather than June 30th, 2022, as in previous years. Therefore, the Museum Director is also request permission to spend these funds past the April 30, 2022 deadline set by the County's finance department.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to accept the NC Science Museums Grant on behalf of the Cowan Museum of History & Science in the amount of \$75,000 in FY 22 and \$75,000 in FY 23; to approve and allow the Chairman to sign the grant contract documents and to approve the associated budget amendment.

Dr. Jay Carraway, President of James Sprunt Community College, appeared before the Board to request the Board to deed James Sprunt Community College (JSCC) a 5.16-acre lot at West Park. JSCC wishes to establish a utility lineman program. In order to establish an effective training program, JSCC will need to construct a pole yard which can be used by the students to learn practical skills that are essential to their trade. Dr. Carraway has requested that the County convey JSCC the parcel of land known as lot No. 3 on the map entitled "West Park Penny Branch Road, Section I, which contains 5.16- acres (Parcel No. 01-E245). The Board of Commissioners has indicated its willingness to deed the property, however the Board requested that the deed contain reversionary language stating that if JSCC fails to begin using the property as a utility lineman training pole yard within twenty-four (24) months of the execution of the deed, or if the property is used for any other purpose than that of a utility lineman training pole yard, then the property will revert back to Duplin County. The County Attorney drafted a quitclaim deed with the reversionary clause per the Boards instructions and Dr. Carraway came before the Board to respectfully request the board execute the deed.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to allow the Chairman to sign the North Carolina Quitclaim Deed with Reversionary Clause between the County of Duplin and the Trustees of James Sprunt Community College for Lot 3 of West Park Section I, Parcel No. 01-E245 on which will be constructed a utility lineman training pole yard.

Donna Brown, Director of the Water/Utility Department, appeared before the Board to present the mowing contract between Duplin County and Brocks Lawn Service. The contract was for the bi-weekly mowing of the thirty-one (31) Duplin County owned water facility sites and three (3) Economic Development sites during the 2022 growing season, which is estimated to be April 1, 2022 through and including October 31, 2022. The contract was for

a term of one (1) year and could be renewed upon mutual agreement of the parties for two (2) additional years.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to approve the mowing services contract between Duplin County and Brocks Lawn Service for the mowing of County owned water facility and economic development sites.

Angel Venecia, Public Transportation Director, appeared before the Board to recognize Duplin County Transportation drivers for providing essential transportation services during the COVID-19 pandemic. The Drivers will be honored as recipients of the rural Mobility Champion Award- Frontline Hero as selected at the Rural Public and Intercity Bus Transportation Conference.

Elizabeth Stalls, County Planner, appeared before the Board to request Board accept the final bid for Duplin County surplus property Parcel# 10-E005 located at 648 Cornwallis Road; Teachey, NC in the Rockfish Township known as the Duff Creek Community Center property. The Board of County Commissioners accepted an offer for \$100,000.00 on February 7, 2022, from Iglesia Sinai Nuevo Renacer of Wallace for the sale of the surplus property. The offer was advertised for upset bid on February 10, 2022, and was open for upset bids for a 10-day period until 5:00 pm on February 21, 2022. No upset bids were received during the upset bid period. The Board was advised that it may accept this final offer and authorize the county attorney to prepare a deed for the transfer of the property as set forth in N.C. Gen. Stat. § 160A-269 or it could reject the offer.

Motion was made by Commissioner Dowe, seconded by Commissioner Thompson, carried unanimously to accept the final offer of \$100,000.00 from Iglesia Sinai Nuevo Renacer of Wallace for surplus property Parcel# 10-E005 located at 648 Cornwallis Road; Teachey, NC in the Rockfish Township known as the Duff Creek Community Center property and to authorize the County Attorney to prepare a deed for the transfer of the property.

Joe Newburn, Animal Services Supervisor, appeared before the Board to present the revised Animal Control Ordinance. Supervisor Newburn explained the changes, revisions and updates made to the ordinance in detail including reducing the original five (5) day hold to a seventy-two (72) hour hold to meet the minimum state guideline. The revision also added language regulating exotic animals as well as potentially dangerous and dangerous dogs. It also included higher fines for animal cruelty and animal bites.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to approve the revisions to the Animal Control Ordinance as presented by the Animal Services Supervisor and which have been reviewed and recommended by the Duplin County Animal Advisory Board.

Dr. Leigh W. Gurley, PharmD, Chair of the Duplin County Board of Health, appeared before the Board to respectfully request on behalf of the Duplin County Board of Health, that the Board of Commissioners join in a joint proclamation in recognition of Public Health Week 2022 by designating April 4-10, 2022 as Public Health Week in Duplin County. Public Health Week is observed during the first week of April every year in the United States. The week is used to highlight and champion the health of all Americans and celebrate our public health professionals. It's a week to recognize that everyone should lead healthier lives, irrespective of where they live, work or come from.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to adopt the Proclamation in Recognition of Public Health Week by designating April 4-10, 2022 as Public Health Week in Duplin County.

Gary Rose, Tax Administrator, appeared before the Board to respectfully request the Board of Commissioners to put forth nominations to fill a vacancy on the Board of Equalization and Review (E&R). Mr. Edward Dail, passed away unexpectedly this past December 27th. In addition to being a successful businessman and farmer, Mr. Dail was also

a faithful member of the Duplin County Board of E&R. The remainder of Mr. Dail's term on the Board of E&R runs through March 31, 2023.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to appoint Ralph Britt to the Duplin County Board of Equalization and Review to fill the unexpired term of the late Edward Dail through March 31, 2023.

George Futrelle, Asst. County Manager/Airport Director, appeared before the board to make general announcements and/or updates.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to adjourn until Monday, April 4th, 2022 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



03/15/2022 08:47
chelsey.lanier

Duplin County, NC
JOURNAL INQUIRY

P 1
glcjeinq

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	09	96	BUA	03/07/2022	03/07/2022	032122	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
1	5114	42980					T				735.00	
2	5110	42100					T				1,470.00	
3	5114	43911					T		735.00			
4	5113	43911					T		735.00			
5	5163	43911					T		735.00			
							** 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	09	97	BUA	03/07/2022	03/07/2022	032122	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
1	5136	40121					T				946.76	
2	5136	40181					T				413.00	
3	5136	40182					T				640.04	
4	5136	40183					T				1,632.66	
5	5136	41860					T				15.04	
6	5136	42980					T		3,647.50			
							** 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	09	98	BUA	03/07/2022	03/07/2022	032122	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	



03/15/2022 08:47
chelsey.lanier

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	09	98	BUA	03/07/2022	03/07/2022	032122	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
1	5174	42490					T				500.00	
2	5174	42980					T				3,400.00	
3	5174	43250					T		500.00			
4	5174	45100					T		3,400.00			
							** JOURNAL TOTAL		0.00		0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	09	152	BUA	03/09/2022	03/09/2022	032122	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
1	4920	41990					T				500.00	
2	4920	42980					T		500.00			
3	4530	49807					T				9,800.00	
4	4530	43520					T		9,800.00			
							** JOURNAL TOTAL		0.00		0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	09	180	BUA	03/09/2022	03/09/2022	032122	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
1	6110	45600					T				1,000.00	
2	6110	42600					T		1,000.00			
3	4250	43510					T				300.00	
									REPAIRS BUILDING AND GROUNDS			



03/15/2022 08:47
chelsey.lanier

Duplin County, NC
JOURNAL INQUIRY

IP 3
glcjeing

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	09	180	BUA	03/09/2022	03/09/2022	032122	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB	
4	4250	42100					T	HOUSEKEEPING	300.00			
5	4950	43510					T	REPAIRS BUILDING AND GROUNDS		714.54		
6	4950	43530					T	REPAIRS VEHICLES	714.54			
** 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	09	215	BUA	03/10/2022	03/10/2022	032122	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB	
1	6160	43031					T	EVENT EXPENSES		3,500.00		
2	6160	42700					T	CONCESSION EXPENSE	3,500.00			
3	4960	43110					T	TRAVEL		150.00		
4	4960	44910					T	DUES AND SUBSCRIPTIONS	150.00			
5	5111	43110					T	TRAVEL		1,600.00		
6	5111	43520					T	REPAIRS & MAINTENANCE EQUIPME		400.00		
7	5114	42370					T	INJECTABLES		7,500.00		
8	5111	42980					T	PROGRAM SUPPLIES	2,000.00			
9	5129	42013					T	LAB PROCESSING	4,500.00			
10	5151	42013					T	LAB PROCESSING	3,000.00			
** JOURNAL TOTAL									0.00	0.00		



03/15/2022 08:47
chelsey.lanier

Duplin County, NC
JOURNAL INQUIRY

IP 4
glcjeing

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	09	259	BUA	03/14/2022	03/14/2022	032122	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB	
1	4948	44910					T	DUES AND SUBSCRIPTIONS		335.00		
2	4948	43210					T	TELEPHONE		213.93		
3	4948	43510					T	REPAIRS BUILDING AND GROUNDS		200.00		
4	4948	42980					T	PROGRAM SUPPLIES	748.93			
5	5155	40121					T	SALARIES		9,112.50		
6	5155	41990					T	PROFESSIONAL SERVICES	9,112.50			
** 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	09	271	BUA	03/14/2022	03/14/2022	032122	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB	
1	5110	43110					T	TRAVEL		415.99		
2	5113	42980					T	PROGRAM SUPPLIES	415.99			
** 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	09	298	BUA	03/15/2022	03/15/2022	032122	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION		DEBIT	CREDIT	OB	
1	6160	43031					T	EVENT EXPENSES		4,500.00		
2	6160	42700					T	CONCESSION EXPENSE	4,500.00			
** JOURNAL TOTAL									0.00	0.00		



03/15/2022 08:47
chelsey.lanier

Duplin County, NC
JOURNAL INQUIRY

JP
glcjeing5

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	09	300	BUA	03/15/2022	03/15/2022	032122	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
							ACCOUNT DESCRIPTION					
1	5123	43110					T TRAVEL				200.00	
2	5123	42980					T PROGRAM SUPPLIES				1,167.42	
3	5123	43520					T REPAIRS & MAINTENANCE EQUIPME	1,367.42				
** JOURNAL TOTAL								0.00			0.00	
** GRAND TOTAL								0.00			0.00	

10 Journals printed

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

DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST

RELEASE DATE MARCH 21, 2022

RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
19254	WILLIAM CRAIG ARMSTRONG	01		007	2021	0127713	\$ 27.37	\$ 0.77		\$ 2.68	\$ 3.08		\$ 33.90	BOAT EXEMPLE LISTED
19255	KATIE M MAREADY BRININGER	08			2021	1000998	\$ 82.94	\$ 2.32					\$ 85.26	LAND INCLUDED IN ANOTHER PARCEL
19256	KATIE M MAREADY BRININGER	08			2020	1000998	\$ 82.94	\$ 2.32					\$ 85.26	LAND INCLUDED IN ANOTHER PARCEL
19257	KATIE M MAREADY BRININGER	08			2019	1000998	\$ 82.94	\$ 2.32					\$ 85.26	LAND INCLUDED IN ANOTHER PARCEL
19258	CAROLINA WINERY/DUPLIN WINE CELLARS	11	077		2021	1549786			\$ 32,145.50				\$ 32,145.50	BUSINESS NOT IN TOWN
19259	KATHY HARPER LETCHWORTH	05		006	2021	5335522	\$ 75.79	\$ 2.12		\$ 7.95			\$ 85.86	LAND INCLUDED IN ANOTHER PARCEL
19260	KATHY HARPER LETCHWORTH	05		006	2020	5335522	\$ 75.79	\$ 2.12		\$ 7.95			\$ 85.86	LAND INCLUDED IN ANOTHER PARCEL
19261	KATHY HARPER LETCHWORTH	05		006	2019	5335522	\$ 75.79	\$ 2.12		\$ 7.95			\$ 85.86	LAND INCLUDED IN ANOTHER PARCEL
19262	OWEN B MARTIN JR & LEATRICE MARTIN	01	073		2021	5538125	\$ 135.85	\$ 3.80	\$ 104.50				\$ 244.15	PARCEL SOLD IN 2020
19263	OWEN B MARTIN JR & LEATRICE MARTIN	01	073		2020	5538125	\$ 135.85	\$ 3.80	\$ 104.50				\$ 244.15	PARCEL SOLD IN 2020
19264	TIMOTHY ALBERT RIVENBARK	10			2021	7380862						\$ 90.00	\$ 90.00	SWIMMING VACANT FOR SEVERAL YEARS
19265	TRAVIS TAYLOR	02	070		2021	8568910	\$ 114.40	\$ 3.20	\$ 75.20				\$ 192.80	HOUSE TORN DOWN IN 2020
GRAND TOTAL							\$ 889.66	\$ 24.89	\$ 32,429.70	\$ 26.53	\$ 3.08	\$ 90.00	\$ 33,463.86	
SUBMITTED BY: <i>Amber</i>		FINAL APPROVAL BY:				DATE APPROVED:								

2-14-22
JB/H

PROCLAMATION 2022 -

County of Duplin Office of the County Commissioners



PROCLAMATION RECOGNIZING THE 100TH BIRTHDAY OF MS. THELMA F. MILLER
STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

WHEREAS, Ms. Thelma F. Miller was born in the town of Kinston, North Carolina on April 10th, 1922 to the late Lizzie and Sherman Frederick. Ms. Miller is one of thirteen siblings. The family later moved to Warsaw, North Carolina; and

WHEREAS, She received her education from Douglas High School and later attended James Sprunt Institute where she received a certified nurse's assistant certificate; and

WHEREAS, Ms. Miller later married the late Mr. Noah Miller, and to this union seven children were born, four sons and three daughters. Prior to Ms. Miller receiving her CNA license, she worked at a tobacco factory, Rose Hill Poultry, and a sewing factory. Ms. Miller was later employed as a private CNA serving clients in their residence; and

WHEREAS, Ms. Miller's hobbies include sewing, crossword puzzles and gardening. She loves to write and recite poems. She is a member of Mt. Zion Holiness Church in Warsaw, North Carolina. Ms. Miller has served as president of the church choir, church secretary, and served on the Mother board; and

WHEREAS, Ms. Miller credits her longevity to faithfully serving the Lord. "I gave him my life at nine years of age and down through the years, he has been good to me"; and

NOW, THEREFORE, BE IT RESOLVED, that the Duplin County Board of Commissioners do herewith acknowledge the excellence in public service exemplified by Ms. Thelma F. Miller and honor her for her long life and prosperity, and wish her many more.

Adopted this the 21st day of March, 2022.

Attest: _____
Davis H. Brinson
Clerk to the Board of Commissioners

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

DUPLIN COUNTY

Health Services

340 Seminary Street
PO Box 948
Kenansville, NC 28349

Main Office 910-296-2130
Environmental Health 910-296-2126
FAX 910-296-2139
910-296-0252

Date: 03/10/22

Bad Debt & Deceased Write off for Duplin County Health Department

Bad Debt & Deceased Service Date Write Off: March 2012

Amount to be written off: \$5085.28

CD	\$482.25
PC	\$3,519.79
CH	\$69.25
FP	\$691.44
MH	\$322.55

Daisy Simms Conway
Health Director

3.10.2022
Date

Lynn W. Gwulley
Chairman - Board of Health

3.11.22
Date

Dexter B. Edwards
Chairman - County Commissioners

3.21.22
Date

Health Bad Debt as of March 2012		
DOS	Balance	Prog
03/23/12	\$172.00	CD
03/27/12	\$220.00	CD
03/30/12	\$37.00	CD
03/30/12	\$37.00	CD
03/23/12	\$5.25	CD
03/05/12	\$11.00	CD
	\$482.25	
03/21/12	\$59.25	CH
12/10/21	\$10.00	CH
	\$69.25	
03/16/12	\$13.35	FP
03/14/12	\$17.45	FP
03/30/12	\$0.80	FP
03/29/12	\$30.00	FP
03/23/12	\$4.00	FP
03/26/12	\$4.00	FP
03/13/12	\$90.15	FP
03/22/12	\$117.15	FP
03/02/12	\$7.00	FP
03/01/12	\$43.25	FP
03/29/12	\$235.19	FP
03/29/12	\$82.10	FP
03/26/12	\$47.00	FP
	\$691.44	
03/12/12	\$16.75	MH
03/28/12	\$0.05	MH
03/05/12	\$5.75	MH
03/27/12	\$21.00	MH
03/21/12	\$16.75	MH
03/05/12	\$262.25	MH
	\$322.55	
03/01/12	\$4.00	PC
03/27/12	\$18.30	PC
03/21/12	\$11.60	PC
03/14/12	\$19.25	PC
03/01/12	\$5.00	PC
03/15/12	\$49.20	PC
03/12/12	\$19.25	PC
03/27/12	\$62.80	PC
03/06/12	\$33.20	PC
03/19/12	\$57.00	PC
03/22/12	\$97.00	PC
03/12/12	\$11.00	PC
03/12/12	\$79.00	PC
03/01/12	\$64.00	PC

03/26/12	\$5.00	PC
03/09/12	\$22.80	PC
03/16/12	\$5.00	PC
03/12/12	\$83.20	PC
03/19/12	\$31.60	PC
03/23/12	\$86.50	PC
03/02/12	\$79.00	PC
03/30/12	\$13.43	PC
03/19/12	\$99.00	PC
03/05/12	\$31.60	PC
03/01/12	\$5.00	PC
03/02/12	\$57.00	PC
03/09/12	\$83.00	PC
03/16/12	\$80.10	PC
03/30/12	\$110.00	PC
03/28/12	\$79.00	PC
03/12/12	\$79.00	PC
03/26/12	\$79.00	PC
03/12/12	\$49.80	PC
03/08/12	\$9.75	PC
03/01/12	\$2.80	PC
03/05/12	\$59.60	PC
03/02/12	\$25.00	PC
03/01/12	\$79.00	PC
03/12/12	\$19.25	PC
03/08/12	\$79.00	PC
03/29/12	\$48.00	PC
03/05/12	\$22.20	PC
03/26/12	\$97.80	PC
03/23/12	\$40.60	PC
03/12/12	\$75.90	PC
03/12/12	\$16.00	PC
03/13/12	\$79.00	PC
03/21/12	\$50.00	PC
03/02/12	\$31.60	PC
03/15/12	\$33.20	PC
03/22/12	\$38.80	PC
03/14/12	\$3.75	PC
03/23/12	\$16.80	PC
03/30/12	\$153.00	PC
03/22/12	\$5.00	PC
03/29/12	\$7.00	PC
03/09/12	\$31.60	PC
03/12/12	\$9.90	PC
03/16/12	\$15.00	PC
03/22/12	\$31.60	PC
03/20/12	\$30.00	PC
03/13/12	\$5.00	PC
03/19/12	\$22.80	PC
03/20/12	\$31.60	PC
03/20/12	\$8.85	PC
03/05/12	\$86.24	PC

03/22/12	\$97.00	PC
03/27/12	\$40.00	PC
03/01/12	\$104.25	PC
03/13/12	\$33.20	PC
03/27/12	\$33.20	PC
03/22/12	\$25.85	PC
03/12/12	\$30.00	PC
03/08/12	\$17.02	PC
03/27/12	\$133.00	PC
03/30/12	\$94.00	PC
03/06/12	\$37.00	PC
	\$3,519.79	
	\$5,085.28	

NORTH CAROLINA
DUPLIN COUNTY

DUPLIN COUNTY BUYOUT PROPERTY
LEASE AND MAINTENANCE AGREEMENT

THIS LEASE and MAINTENANCE AGREEMENT, is made and entered into effective the 3rd day of March, 2022, by and between DUPLIN COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "LESSOR", and WILLIAM E. CRAFT, JR., hereinafter referred to as "LESSEE".

WITNESSETH:

That the LESSOR hereby leases to the LESSEE the premises commonly known as Duplin County Tax Parcel #07-F009 located on Salmon Road, Beulaville, NC, consisting of approximately 3.78 acres in Duplin County, North Carolina, as shown on the diagram or survey marked "Exhibit A" attached hereto and made a part hereof, and further described by legal description as "Exhibit B".

This LEASE and MAINTENANCE AGREEMENT is executed upon the following terms and conditions:

- 1. TERM. For 12 months, which shall begin on the 1st day of April, 2022, and shall exist and continue until the 31st day of March, 2023, unless sooner terminated as hereinafter set forth.
- 2. RENT. The LESSEE agrees to pay rent to LESSOR of fifty dollars (\$50.00) for the lease period for the leased premises, payable in full upon execution of this agreement for the full term of the lease, and additional consideration in the form of the required maintenance of the property according to the terms of this Agreement.
- 3. PERMISSABLE USES OF PROPERTY. The real property that is subject to this Agreement is restricted to certain uses, as follows: open space, recreational, or wetlands. Examples of these uses include outdoor recreational activities, nature reserves, cultivation, and grazing.
- NO OTHER USES ARE TO BE PERMITTED UPON THIS PROPERTY WITHOUT THE EXPRESS WRITTEN PERMISSION OF LESSOR. NO NEW PERMANENT STRUCTURES OR IMPERMEABLE SURFACES MAY BE PLACED OR CONSTRUCTED UPON THE PROPERTY. AT EXPIRATION OF LEASE, PROPERTY WILL BE RETURNED TO LESSOR IN THE SAME CONDITION AS WHEN LEASED.

NO HUNTING is allowed on this leased property.

- 4. CARE AND MAINTENANCE. LESSEE acknowledges that the leased premises are in good order and repair. During the term of this lease, LESSEE shall maintain the premises in a good and safe condition, including cutting grass, trimming of shrubs and plants as necessary, and insuring that no trash or other debris accumulates upon the property.
- 5. ASSIGNMENT AND SUBLETTING. LESSEE shall not assign and/or sublet any rights or title in the leased premises without the prior written consent of the LESSOR. LESSOR shall not unreasonably withhold consent to assign or sublet the leased premises.
- 6. NOTICE. Any notice hereunder shall be in writing and shall not be effective, any law or statute to the contrary notwithstanding, unless the same shall be hand-delivered or forwarded by the United

States Postal Service, registered or certified, with return receipt requested, to the party being notified at the address herein below specified. Any such notice given by United States Postal Service shall be deemed given and sufficient upon receipt, refusal or non-delivery, after five (5) days:

LESSOR: c/o County Manager, P.O. Box 910, Kenansville, NC 28349
 LESSEE: c/o William E. Craft, Jr., 189 N. Dobson Chapel Road, Kenansville, NC 28349

The foregoing addresses from time to time may be changed by notice as provided herein.

7. **WAIVER AND RELEASE OF LIABILITY.** The LESSOR shall in no way be liable for any injury or damage to any person or property arising from the use of said leased premises by the LESSEE.

8. **GENERAL LIABILITY, PROPERTY & CASUALTY INSURANCE.** LESSEE shall obtain and maintain property and casualty insurance for the leased premises and shall provide a Certificate of Insurance to the LESSOR upon execution of this Lease.

9. **ENTIRE AGREEMENT.** This instrument contains the entire agreement and understanding between the parties and there are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained herein. All prior negotiations, understandings, terms and conditions are deemed merged in this Lease.

10. **PARAGRAPH HEADINGS.** The paragraph headings used herein are for convenience of reference only and shall not be considered terms of this Lease.

11. **GRAMMATICAL USAGE.** Throughout the Lease, reference to the neuter gender shall be deemed to include the masculine and feminine, the singular the plural and the plural the singular, as indicated by the context in which used.

12. **SEVERABILITY.** In the event of any term, provision or covenant herein contained or the application thereof to any circumstances or situation shall be invalid or unenforceable in whole or in part, the remainder hereto and the application of said term or provision or covenant to any other circumstances or situation shall not be effected thereby, and every other term, provision or covenant herein shall be valid and enforceable to the full extent permitted by law.

13. **GOVERNING LAW.** This Lease has been executed and shall be performed in the State of North Carolina and the parties hereto contend that the laws of the State of North Carolina shall govern the construction and enforceability of the provisions thereof. Any action or proceeding relating hereto shall only be brought in the County of Duplin, North Carolina.

14. **DEFAULT.** Failure of LESSEE to maintain the property according to the terms of this Agreement shall constitute a default under this Agreement, and if such default shall continue for a period exceeding thirty (30) days, or if the LESSEE shall violate any of the other provisions of this Agreement, and if such default shall not have been cured or such cure not initiated within ten (10) days of receipt by LESSEE of a written notice of such default, the LESSOR, without any other notice or demand, may terminate this Agreement and require LESSEE to immediately surrender the premises.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The LESSEE hereby agrees to indemnify and Hold Harmless the LESSOR from and against any actual or threatened claim, loss, expense, or damage (including attorney fees) arising out of any act or neglect of the LESSEE, its servants, employees,

agents, or invitees.

16. **TERMINATION.** It is agreed that LESSOR may terminate this agreement at any time by notifying the LESSEE in writing of its intent to terminate at least thirty (30) days prior to such Termination.

17. **CONDEMNATION.** If the entire premises shall be taken under any condemnation or eminent domain proceeding, then the Lease shall terminate one day prior to the date that the condemning authority takes possession of the premises. If the premises is subject to a partial taking and if the remainder is suitable for LESSEE's purposes in the opinion of LESSOR, then the rent shall be reduced in accordance with the ratio which the area of the taken portion of the premises bears to the area of the entire premises prior to the taking.

18. **SIGNS.** No signage shall be placed on the property by LESSEE without prior approval by the LESSOR.

19. **ACCESS.** The LESSEE agrees that the LESSOR and its agent or other representative shall have the right to enter upon the premises hereby leased, or any part thereof, at all reasonable hours for the purpose of examining the same.

20. **UTILITIES.** During the term of this Lease, LESSEE shall provide and pay for any and all utilities, and shall make and pay for any necessary repairs. (i.e. aerial lights, water source, etc.)

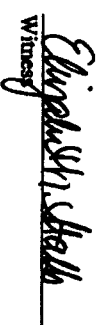
21. **OTHER CONDITIONS.** The LESSEE agrees, stipulates, and covenants to LESSOR that all activities and functions to be conducted on said premises shall be of suitable nature. LESSEE shall insure to LESSOR that LESSEE will make no unlawful or offensive use of the premises, nor allow any others to do so. It is further understood and agreed that the stipulations, agreements and covenants herein contained are binding upon the parties hereto and their respective successors and assigns.

IN TESTIMONY WHEREOF, the parties Hereto, have executed this Agreement, as of the date first above written.

LESSOR: DUPLIN COUNTY, by Davis H. Brinson, County Manager


 Signature


 Date


 Witness

LESSEE: WILLIAM E. CRAFT, JR.

Signature

W. E. C. J.

Witness

Chavarrin shells

Date _____

3-2-2022

Exhibit A to Lease and Maintenance Agreement

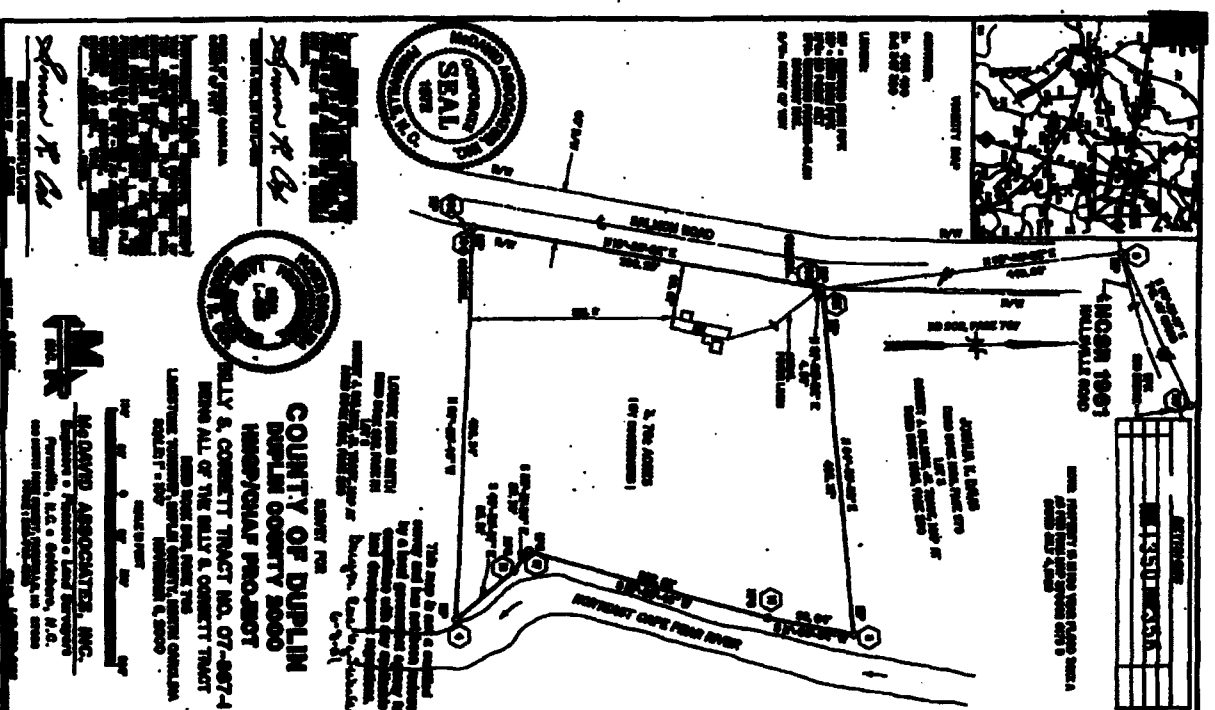


Exhibit B to Lease and Maintenance Agreement

BEING all of that 3.78 Acre Tract as shown on that certain map prepared by McDowell Associates, Inc., dated November 6, 2000, and entitled, "County of Duplin - Duplin County 2000 HAAEP/CVAE Project - 8th S. Corbett Tract No. 07-887-1," to which reference is hereby made for a more accurate description.

Property is subject to restrictions at Deed Book 1350, Page 353, Duplin County Registry.

**NORTH CAROLINA
DUPLIN COUNTY**

**DUPLIN COUNTY BUYOUT PROPERTY
LEASE AND MAINTENANCE AGREEMENT**

THIS LEASE AND MAINTENANCE AGREEMENT, is made and entered into effective the 4 day of March, 2022, by and between DUPLIN COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "LESSOR", and JIMMY ALLRED, hereinafter referred to as "LESSEE".

WITNESSETH:

That the LESSOR hereby leases to the LESSEE the premises commonly known as Duplin County Tax Parcel #07-334 located in the vicinity of 1578 Hallsville Rd, Beaufort, NC, consisting of approximately 1.0 acre in Duplin County, North Carolina, as shown on the diagram or survey marked "Exhibit A" attached hereto and made a part hereof, and further described by legal description as "Exhibit B".

THIS LEASE AND MAINTENANCE AGREEMENT is executed upon the following terms and conditions:

1. **TERM.** For 12 months, which shall begin on the 1st day of April, 2022, and shall exist and continue until the 31st day of March, 2023, unless sooner terminated as hereinafter set forth.
2. **RENT.** The LESSEE agrees to pay rent to LESSOR of fifty dollars (\$50.00) for the lease period for the leased premises, payable in full upon execution of this agreement for the full term of the lease, and additional consideration in the form of the required maintenance of the property according to the terms of this Agreement.
3. **PERMISSABLE USES OF PROPERTY.** The real property that is subject to this Agreement is restricted to certain uses, as follows: open space, recreational, or wetlands. Examples of these uses include outdoor recreational activities, nature reserves, cultivation, and grazing.
- NO OTHER USES ARE TO BE PERMITTED UPON THIS PROPERTY WITHOUT THE EXPRESS WRITTEN PERMISSION OF LESSOR. NO NEW PERMANENT STRUCTURES OR IMPERMEABLE SURFACES MAY BE PLACED OR CONSTRUCTED UPON THE PROPERTY. AT EXPIRATION OF LEASE, PROPERTY WILL BE RETURNED TO LESSOR IN THE SAME CONDITION AS WHEN LEASED.**

NO HUNTING is allowed on this leased property.

4. **CARE AND MAINTENANCE.** LESSEE acknowledges that the leased premises are in good order and repair. During the term of this lease, LESSEE shall maintain the premises in a good and safe condition; including cutting grass, trimming of shrubs and plants as necessary, and insuring that no trash or other debris accumulates upon the property.

5. **ASSIGNMENT AND SUBLETTING.** LESSEE shall not assign and/or sublet any rights or title in the leased premises without the prior written consent of the LESSOR. LESSOR shall not unreasonably withhold consent to assign or sublet the leased premises.

6. **NOTICE.** Any notice hereunder shall be in writing and shall not be effective, any law or statute to

the contrary notwithstanding, unless the same shall be hand-delivered or forwarded by the United States Postal Service, registered or certified, with return receipt requested, to the party being notified at the address herein below specified. Any such notice given by United States Postal Service shall be deemed given and sufficient upon receipt, refusal or non-delivery, after five (5) days:

LESSOR: c/o County Manager, P.O. Box 910, Kennesawville, NC 28349
LESSEE: c/o Jimmy Allred, 418 Miller Road, Beulaville, NC 28518

The foregoing addresses from time to time may be changed by notice as provided herein.

7. WAIVER AND RELEASE OF LIABILITY. The LESSOR shall in no way be liable for any injury or damage to any person or property arising from the use of said leased premises by the LESSEE.

8. GENERAL LIABILITY, PROPERTY & CASUALTY INSURANCE. LESSEE shall obtain and maintain property and casualty insurance for the leased premises and shall provide a Certificate of Insurance to the LESSOR upon execution of this Lease.

9. ENTIRE AGREEMENT. This instrument contains the entire agreement and understanding between the parties and there are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained herein. All prior negotiations, understandings, terms and conditions are deemed merged in this Lease.

10. PARAGRAPH HEADINGS. The paragraph headings used herein are for convenience of reference only and shall not be considered terms of this Lease.

11. GRAMMATICAL USAGE. Throughout the Lease, reference to the neuter gender shall be deemed to include the masculine and feminine, the singular the plural and the plural the singular, as indicated by the context in which used.

12. SEVERABILITY. In the event of any term, provision or covenant herein contained or the application thereof to any circumstances or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or provision or covenant to any other circumstances or situation shall not be effected thereby, and every other term, provision or covenant herein shall be valid and enforceable to the full extent permitted by law.

13. GOVERNING LAW. This Lease has been executed and shall be performed in the State of North Carolina and the parties hereto contend that the laws of the State of North Carolina shall govern the construction and enforceability of the provisions thereof. Any action or proceeding relating hereto shall only be brought in the County of Duplin, North Carolina.

14. DEFAULT. Failure of LESSEE to maintain the property according to the terms of this Agreement shall constitute a default under this Agreement, and if such default shall continue for a period exceeding thirty (30) days, or if the LESSEE shall violate any of the other provisions of this Agreement, and if such default shall not have been cured or such cure not initiated within ten (10) days of receipt by LESSEE of a written notice of such default, the LESSOR, without any other notice or demand, may terminate this Agreement and require LESSEE to immediately surrender the premises.

15. INDEMNIFICATION AND HOLD HARMLESS. The LESSEE hereby agrees to indemnify and Hold Harmless the LESSOR from and against any actual or threatened claim, loss, expense, or damage

(including attorney fees) arising out of any act or neglect of the LESSEE, its servants, employees, agents, or invitees.

16. TERMINATION. It is agreed that LESSOR may terminate this agreement at any time by notifying the LESSEE in writing of its intent to terminate at least thirty (30) days prior to such Termination.

17. CONDEMNATION. If the entire premises shall be taken under any condemnation or eminent domain proceeding, then the Lease shall terminate one day prior to the date that the condemning authority takes possession of the premises. If the premises is subject to a partial taking and if the remainder is suitable for LESSEE's purposes in the opinion of LESSOR, then the rent shall be reduced in accordance with the ratio which the area of the taken portion of the premises bears to the area of the entire premises prior to the taking.

18. SIGNS: No signage shall be placed on the property by LESSEE without prior approval by the LESSOR.

19. ACCESS: The LESSEE agrees that the LESSOR and its agent or other representative shall have the right to enter upon the premises hereby leased, or any part thereof, at all reasonable hours for the purpose of examining the same.

20. UTILITIES: During the term of this Lease, LESSEE shall provide and pay for any and all utilities, and shall make and pay for any necessary repairs. (i.e. aerial lights, water sources, etc.)

21. OTHER CONDITIONS: The LESSEE agrees, stipulates, and covenants to LESSOR that all activities and functions to be conducted on said premises shall be of suitable nature. LESSEE shall insure to LESSOR that LESSEE will make no unlawful or offensive use of the premises, nor allow any others to do so. It is further understood and agreed that the stipulations, agreements and covenants herein contained are binding upon the parties hereto and their respective successors and assigns.

IN TESTIMONY WHEREOF, the parties Hereto, have executed this Agreement, as of the date first above written.

LESSOR: DUPLIN COUNTY, by Davis H. Britson, County Manager


Signature

3-4-2021
Date

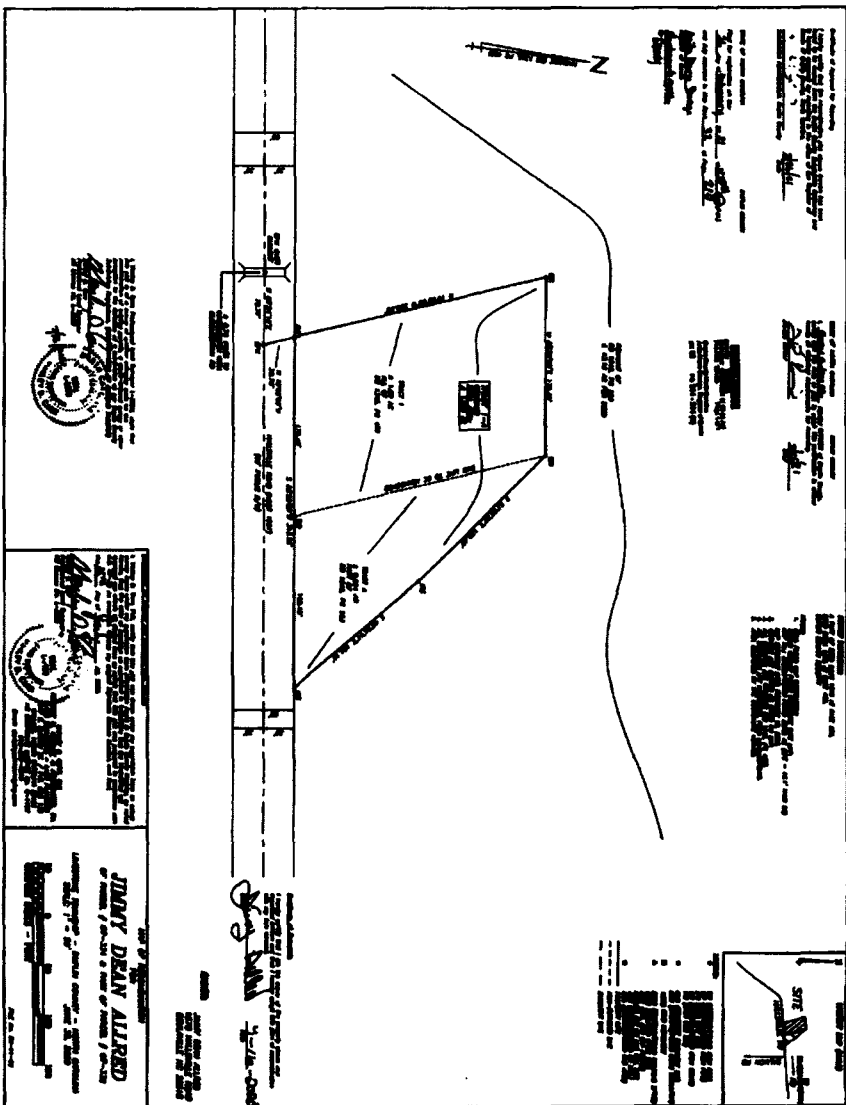

Witness

LESSEE: JIMMY ALLRED

[Signature]
Signature

[Signature]
Witness

Date 3/2/2022



All that certain tract or parcel of land lying and being situate in Limestone Township, Duplin County, North Carolina being more particularly described as follows:

Being all of those certain lots identified as "Tract 1" and "Tract A.", as the same are shown and delineated on that certain map prepared by Manley D. Carr, P.L.S., Robert H. Goode & Associates, P.A., said map being recorded in Map Book 32 at Page 214 of the Duplin County Registry. The property herein conveyed having a total combined area of 1.504 acres, more or less.

The property herein conveyed being the same property described in Book 1345, Page 409 and a portion of the property described in Book 1046, Page 253 of the Duplin County Registry.



03/15/2022 11:27
cheisey.lanier

Duplin County, NC
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

P 1
bgamdent

LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2022	09	187	03/22/2022	BUA 032122C 1 2					
1	4100	38398	GENERAL FJND	INSURANCE SETTLEMENTS		-106,920.33	24,616.00	-82,304.33	
	10-41-4100-0000-000-38398			Vehicle 742 correct dup BA	03/22/2022				
2	4326	45100	FED SEIZED IRS	CAPITAL OUTLAY		35,348.00	-24,616.00	10,732.00	
	10-43-4310-4326-000-45100			Vehicle 742 correct dup BA	03/22/2022				
** JOURNAL TOTAL							0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2022	09	307	03/22/2022	BUA 032122C 1 2					
1	5110	35162	HEALTH	ENV HEALTH TEMP ESTAB FEES		-100.00	-1,025.00	-1,125.00	
	10-50-5100-5110-000-35162				03/22/2022				
2	5110	35121	HEALTH	COMMUNICABLE DISEASE FEES		-15,000.00	-1,422.37	-16,422.37	
	10-50-5100-5110-000-35121				03/22/2022				
3	5110	35122	HEALTH	COMMUNICABLE DISEASE MEDICAID		-20,000.00	-7,004.14	-27,004.14	
	10-50-5100-5110-000-35122				03/22/2022				
4	5110	35125	HEALTH	IMMUNIZATION FEES		-130,000.00	-69,738.69	-199,738.69	
	10-50-5100-5110-000-35125				03/22/2022				
5	5110	35126	HEALTH	IMMUNIZATION MEDICAID		-50,000.00	-9,982.96	-59,982.96	
	10-50-5100-5110-000-35126				03/22/2022				
6	5110	35147	HEALTH	COUNTY WELLNESS FEES		-14,000.00	-592.29	-14,592.29	
	10-50-5100-5110-000-35147				03/22/2022				
7	5110	35163	HEALTH	Telepsych Fees		.00	-67.24	-67.24	
	10-50-5100-5110-000-35163				03/22/2022				
8	5110	35164	HEALTH	Telepsych Medicaid		.00	-617.00	-617.00	
	10-50-5100-5110-000-35164				03/22/2022				
9	5110	35135	HEALTH	MATERNAL HEALTH FEES		-4,500.00	-2,289.46	-6,789.46	
	10-50-5100-5110-000-35135				03/22/2022				
10	5111	42600	ENVIRONMENTAL HEALTH	OFFICE SUPPLIES		3,300.00	1,000.00	4,300.00	
	10-50-5100-5111-000-42600				03/22/2022				
11	5111	42980	ENVIRONMENTAL HEALTH	PROGRAM SUPPLIES		7,500.00	2,516.71	10,016.71	
	10-50-5100-5111-000-42980				03/22/2022				



03/15/2022 11:27
chelsey.lanier | Duplin County, NC
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

IP
bgandent 2

LN	ORG	ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND											
2022	09	307	03/22/2022			BUA 032122C	1 2				
12	5113	41990	10-50-5100-5113-000-41990		COMMUNICABLE DISEASE	PROFESSIONAL SERVICES		2,238.00	03/22/2022	423.26	2,661.26
13	5113	42013	10-50-5100-5113-000-42013		COMMUNICABLE DISEASE	LAB PROCESSING		2,231.00	03/22/2022	572.20	2,803.20
14	5113	42420	10-50-5100-5113-000-42420		COMMUNICABLE DISEASE	IN HOUSE LAB		3,000.00	03/22/2022	320.17	3,320.17
15	5113	42600	10-50-5100-5113-000-42600		COMMUNICABLE DISEASE	OFFICE SUPPLIES		2,000.00	03/22/2022	1,066.80	3,066.80
16	5113	42980	10-50-5100-5113-000-42980		COMMUNICABLE DISEASE	PROGRAM SUPPLIES		3,665.99	03/22/2022	1,491.52	5,157.51
17	5114	41990	10-50-5100-5114-000-41990		IMMUNIZATIONS	PROFESSIONAL SERVICES		9,001.37	03/22/2022	4,104.70	13,106.07
18	5114	42600	10-50-5100-5114-000-42600		IMMUNIZATIONS	OFFICE SUPPLIES		1,648.63	03/22/2022	845.90	2,494.53
19	5124	41990	10-50-5100-5124-000-41990		TUBERCULOSIS	PROFESSIONAL SERVICES		3,944.56	03/22/2022	1,577.09	5,521.65
20	5124	42013	10-50-5100-5124-000-42013		TUBERCULOSIS	LAB PROCESSING		500.00	03/22/2022	181.30	681.30
21	5124	42600	10-50-5100-5124-000-42600		TUBERCULOSIS	OFFICE SUPPLIES		500.00	03/22/2022	332.65	832.65
22	5124	42980	10-50-5100-5124-000-42980		TUBERCULOSIS	PROGRAM SUPPLIES		578.35	03/22/2022	289.17	867.52
23	5129	42013	10-50-5100-5129-000-42013		COUNTY WELLNESS PROGRAM	LAB PROCESSING		51,000.00	03/22/2022	22,078.31	73,078.31
24	5129	42420	10-50-5100-5129-000-42420		COUNTY WELLNESS PROGRAM	IN HOUSE LAB		6,000.00	03/22/2022	692.58	6,692.58
25	5129	42600	10-50-5100-5129-000-42600		COUNTY WELLNESS PROGRAM	OFFICE SUPPLIES		1,460.00	03/22/2022	248.12	1,708.12
26	5129	42980	10-50-5100-5129-000-42980		COUNTY WELLNESS PROGRAM	PROGRAM SUPPLIES		3,240.58	03/22/2022	3,623.27	6,863.85



03/15/2022 11:27
chelsey.lanier | Duplin County, NC
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

IP
bgandent 3

LN	ORG	ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND											
2022	09	307	03/22/2022			BUA 032122C	1 2				
27	5139	43110	10-50-5100-5139-000-43110		PREGNANCY CARE MANAGEMENT	TRAVEL		1,037.50	03/22/2022	400.00	1,437.50
28	5151	42013	10-50-5100-5151-000-42013		PRIMARY CARE	LAB PROCESSING		19,806.81	03/22/2022	12,825.19	32,632.00
29	5151	42420	10-50-5100-5151-000-42420		PRIMARY CARE	IN HOUSE LAB		14,000.00	03/22/2022	1,009.28	15,009.28
30	5151	42600	10-50-5100-5151-000-42600		PRIMARY CARE	OFFICE SUPPLIES		5,000.00	03/22/2022	369.15	5,369.15
31	5151	42724	10-50-5100-5151-000-42724		PRIMARY CARE	CREDIT CARD CHARGES		377.92	03/22/2022	200.00	577.92
32	5151	42980	10-50-5100-5151-000-42980		PRIMARY CARE	PROGRAM SUPPLIES		8,200.00	03/22/2022	7,453.75	15,653.75
33	5163	41990	10-50-5100-5163-000-41990		MATERNAL HEALTH	PROFESSIONAL SERVICES		56,090.49	03/22/2022	15,637.83	71,728.32
34	5163	42013	10-50-5100-5163-000-42013		MATERNAL HEALTH	LAB PROCESSING		4,843.12	03/22/2022	498.26	5,341.38
35	5163	42410	10-50-5100-5163-000-42410		MATERNAL HEALTH	PHARMACY		1,221.09	03/22/2022	600.00	1,821.09
36	5163	42420	10-50-5100-5163-000-42420		MATERNAL HEALTH	IN HOUSE LAB		5,850.00	03/22/2022	611.37	6,461.37
37	5163	42600	10-50-5100-5163-000-42600		MATERNAL HEALTH	OFFICE SUPPLIES		3,323.57	03/22/2022	2,177.59	5,501.16
38	5163	42980	10-50-5100-5163-000-42980		MATERNAL HEALTH	PROGRAM SUPPLIES		2,665.00	03/22/2022	2,214.00	4,879.00
39	5164	42370	10-50-5100-5164-000-42370		FAMILY PLANNING	INJECTABLES		10,861.00	03/22/2022	2,000.00	12,861.00
40	5164	42420	10-50-5100-5164-000-42420		FAMILY PLANNING	IN HOUSE LAB		3,575.00	03/22/2022	541.96	4,116.96
41	5164	42980	10-50-5100-5164-000-42980		FAMILY PLANNING	PROGRAM SUPPLIES		4,700.00	03/22/2022	2,330.54	7,030.54



03/15/2022 11:27 chelsey.lanier		Duplin County, NC BUDGET AMENDMENTS JOURNAL ENTRY PROOF					P bgamdent		4	
LN	ORG ACCOUNT	OBJECT	PROJ	ORG	DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2022	C9	307	03/22/2022			BUA 032122C 1 2				
42	5167	42600			CHILD HEALTH	OFFICE SUPPLIES		2,500.00	222.87	2,722.87
	10-50-5100-5167-000-42600						03/22/2022			
43	5173	42600			CC4C	OFFICE SUPPLIES		1,920.64	1,483.61	3,404.25
	10-50-5100-5173-000-42600						03/22/2022			
44	5173	43210			CC4C	TELEPHONE		740.41	800.00	1,540.41
	10-50-5100-5173-000-43210						03/22/2022			
** JOURNAL TOTAL									0.00	



03/15/2022 11:27		Duplin County, NC		P		5	
chelsey.lanier		BUDGET AMENDMENT JOURNAL ENTRY PROOF		bgamdent			
CLERK: chelsey.lanier							
YEAR PER	JNL						
SRC ACCOUNT							
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	CREDIT
LINE DESC							
2022 9 187							
BUA 4100-38398					INSURANCE SETTLEMENTS	5	24,616.00
03/22/2022 032122C					Vehicle 742 correct dup BA		
BUA 4326-45100					CAPITAL OUTLAY	5	24,616.00
03/22/2022 032122C					Vehicle 742 correct dup BA		
JOURNAL 2022/09/187 TOTAL							
							.00
							.00
2022 9 307							
BUA 5110-35162					ENV HEALTH TEMP ESTAB FEES	5	1,025.00
03/22/2022 032122C							
BUA 5110-35121					COMMUNICABLE DISEASE FEES	5	1,422.37
03/22/2022 032122C							
BUA 5110-35122					COMMUNICABLE DISEASE MEDICAID	5	7,004.14
03/22/2022 032122C							
BUA 5110-35125					IMMUNIZATION FEES	5	69,738.69
03/22/2022 032122C							
BUA 5110-35126					IMMUNIZATION MEDICAID	5	9,982.96
03/22/2022 032122C							
BUA 5110-35147					COUNTY WELLNESS FEES	5	592.29
03/22/2022 032122C							
BUA 5110-35163					Telepsych Fees	5	67.24
03/22/2022 032122C							
BUA 5110-35164					Telepsych Medicaid	5	617.00
03/22/2022 032122C							
BUA 5110-35135					MATERNAL HEALTH FEES	5	2,289.46
03/22/2022 032122C							
BUA 5111-42600					OFFICE SUPPLIES	5	1,000.00
03/22/2022 032122C							
BUA 5111-42980					PROGRAM SUPPLIES	5	2,516.71
03/22/2022 032122C							
BUA 5113-41990					PROFESSIONAL SERVICES	5	423.26
03/22/2022 032122C							
BUA 5113-42013					LAB PROCESSING	5	572.20
03/22/2022 032122C							
BUA 5113-42420					IN HOUSE LAB	5	320.17
03/22/2022 032122C							
BUA 5113-42600					OFFICE SUPPLIES	5	1,066.80
03/22/2022 032122C							
BUA 5113-42980					PROGRAM SUPPLIES	5	1,491.52
03/22/2022 032122C							
BUA 5114-41990					PROFESSIONAL SERVICES	5	4,104.70
03/22/2022 032122C							
BUA 5114-42600					OFFICE SUPPLIES	5	845.90
03/22/2022 032122C							
BUA 5124-41990					PROFESSIONAL SERVICES	5	1,577.09
03/22/2022 032122C							



03/15/2022 11:27 |Duplin County, NC
chelsey.lanier |BUDGET AMENDMENT JOURNAL ENTRY PROOF

IP 6
bgandent

YEAR PER	JNL								
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
BUA 5124-4203	03/22/2022	032122C				LAB PROCESSING	5	181.30	
BUA 5124-42600	03/22/2022	032122C				OFFICE SUPPLIES	5	332.65	
BUA 5124-42980	03/22/2022	032122C				PROGRAM SUPPLIES	5	289.17	
BUA 5129-42013	03/22/2022	032122C				LAB PROCESSING	5	22,078.31	
BUA 5129-42420	03/22/2022	032122C				IN HOUSE LAB	5	692.58	
BUA 5129-42600	03/22/2022	032122C				OFFICE SUPPLIES	5	248.12	
BUA 5129-42980	03/22/2022	032122C				PROGRAM SUPPLIES	5	3,623.27	
BUA 5139-43110	03/22/2022	032122C				TRAVEL	5	400.00	
BUA 5151-42013	03/22/2022	032122C				LAB PROCESSING	5	12,825.19	
BUA 5151-42420	03/22/2022	032122C				IN HOUSE LAB	5	1,009.28	
BUA 5151-42600	03/22/2022	032122C				OFFICE SUPPLIES	5	369.15	
BUA 5151-42724	03/22/2022	032122C				CREDIT CARD CHARGES	5	200.00	
BUA 5151-42980	03/22/2022	032122C				PROGRAM SUPPLIES	5	7,453.75	
BUA 5163-41990	03/22/2022	032122C				PROFESSIONAL SERVICES	5	15,637.83	
BUA 5163-42013	03/22/2022	032122C				LAB PROCESSING	5	498.26	
BUA 5163-42410	03/22/2022	032122C				PHARMACY	5	600.00	
BUA 5163-42420	03/22/2022	032122C				IN HOUSE LAB	5	611.37	
BUA 5163-42600	03/22/2022	032122C				OFFICE SUPPLIES	5	2,177.59	
BUA 5163-42980	03/22/2022	032122C				PROGRAM SUPPLIES	5	2,214.00	
BUA 5164-42370	03/22/2022	032122C				INJECTABLES	5	2,000.00	
BUA 5164-42420	03/22/2022	032122C				IN HOUSE LAB	5	541.96	
BUA 5164-42980	03/22/2022	032122C				PROGRAM SUPPLIES	5	2,330.54	
BUA 5167-42600	03/22/2022	032122C				OFFICE SUPPLIES	5	222.87	
BUA 5173-42600	03/22/2022	032122C				OFFICE SUPPLIES	5	1,483.61	
BUA 5173-43210						TELEPHONE	5	800.00	



03/15/2022 11:27 |Duplin County, NC
chelsey.lanier |BUDGET AMENDMENT JOURNAL ENTRY PROOF

IP 7
bgandent

YEAR PER	JNL								
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
	03/22/2022	032122C					T		
						JOURNAL 2022/09/307	TOTAL	.00	.00



03/15/2022 11:27
chelsey.lanier

Duplin County, NC
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 8
bgament

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

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



N O R T H C A R O L I N A
Museum of Natural Sciences

January 31, 2022

Robin Grotke
Cowan Museum of History and Science
P.O. Box 950
Kernansville, NC 28349
robin.grotke@duplincountync.com
(910) 296-2149

Robin Grotke,

Session Law 2016-94, Appropriations Act 2016, SECTION 16.5, G.S. 143B-135.227 allows for a grant award to your organization through the North Carolina Science Museums Grant Program as administered by the North Carolina Museum of Natural Sciences in the amount of \$75,000.00. The grant award will be paid annually – with one payment of the full award amount in 2021-22, and one payment of the full award amount in 2022-23 unless otherwise notified of future legislative changes. Understand that the payment of the sums specified in this award letter is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

General Statute § 143C-6-21-23, Use of State funds by non-State entities, requires any agency awarding funds to enter into a contract with the recipient/organization. With the final award amount known, please revise the proposed line-item budget and budget narrative to match the award amount. Adjustment of measurable goals is also permitted. Documentation can be submitted via either US mail or email. If you are submitting via email, please be sure each item noted above is a separate attachment.

The process for the awarding of these funds is as follows:

1. Receipt of your complete response of the above-requested item(s).
2. Preparation of the contract by this agency. The contract incorporates information requested during the application process.
3. A second mailing to you containing the contract and Request for Payment of Appropriation Form from the Office of State Budget and Management. Both

documents must be properly signed, notarized and returned to our office, along with additional documentation as required by law. This mailing will also advise you of reporting requirements required by law.

4. Review of this office of all documents received from you. At such time as those documents are deemed complete, we will authorize payment of the appropriation. Award amounts of \$100,000 or less may be paid as a single payment as directed by the Office of State Budget and Management.

Please know that we will move through this process as quickly as possible. We understand your desire to receive your grant award and want to work with you in every possible way. If you have questions, I can be contacted by email (see below) or phone (919-707-9963).

Your materials in response to this letter can be sent via either of the listings below:

Email: darrell.stover@naturalsciences.org
Mail/FedEx: Darrell D. Stover
Head of NC Science Museums Grant Program
NC Museum of Natural Sciences
11 West Jones Street
Raleigh, NC 27601

We look forward to working with you.

Sincerely,

Darrell D. Stover
Head of NC Science Museums Grant Program

CC: Eric Dorfman, PhD, Director, NC Museum of Natural Sciences
Charles Yelton, Chief, Regional Network, NC Museum of Natural Sciences

Grant Contract

This Contract is hereby entered into by and between the North Carolina Department of Natural and Cultural Resources (the "Agency") and Cowan Museum of History and Science (the "Grantee") (referred to collectively as the "Parties"). The Grantee's federal tax identification number is 56-6000296.

This Contract consists of the following documents:

- 1) The General Terms and Conditions
- 2) The Scope of Work, description of services (Attachment A)
- 3) The line item budget (Attachment B)
- 4) Notice of Certain Reporting and Audit Requirements (Attachment C)
- 5) State Grant Certification – No Overdue Tax Debts form (Attachment D)

These documents constitute the entire agreement and "Contract" between the Parties and supersede all prior oral or written statements or agreements. The awarding of this grant is subject to allocation and appropriation of funds to the Agency for the purposes set forth in the contract.

General Terms and Conditions

DEFINITIONS

Except as otherwise provided in the Contract documents, the terms below shall have the following meanings in this Contract.

"Agency" means the North Carolina Department of Natural and Cultural Resources.

"Audit" means an examination of records or financial accounts to verify their accuracy.

"Certification of Compliance" means a report provided by the Grantee to the Agency that states that the Grantee has met the reporting requirements established by this Contract and included as a statement of certification by the Agency as part of the Grantee reporting package.

"Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

"Contract" means a legal instrument that is used to document a relationship between the Agency and the Grantee.

"Fiscal Year" means the annual operating year of the non-State entity.

"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

"Grant" means financial assistance provided by a State agency to an eligible grantee to carry out activities identified in the Grant Contract.

"Grantee" means an entity that receives State financial assistance.

"Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).

"Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.

"State financial assistance" means State funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a grantee or subrecipient as defined in this Contract.

"Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are disbursed as financial assistance to other organizations.

"Subrecipient" means a non-State entity that receives State financial assistance from a Grantee to carry out part of a State program; but does not include an individual that is a beneficiary of such program.

TERMS AND CONDITIONS

1. **Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

2. **Grantee's Duties:** The Grantee shall complete and submit to the Agency the "REQUEST FOR PAYMENT OF APPROPRIATIONS) FROM NORTH CAROLINA GENERAL FUND" form, created by North Carolina's Office of State Budget and Management (OSBM), including the required enclosures.

The Grantee shall provide the services as described in Attachment A, Scope of Work and Description of Services and in accordance with the approved budget in Attachment B. The Grantee may make line item adjustments of less than ten percent (10%) for budgeted expenditures without prior approval from the Agency, except if the adjustment would exceed the total grant amount. For line item adjustments of ten percent (10%) or more for budgeted expenditures, the Grantee shall submit a written request for approval to the Agency and include a justification for the adjustment. Line item adjustments requiring approval shall be effective only upon a duly executed amendment between the parties, in accordance with Paragraph 21 of this Agreement. Amendments executed under this Paragraph shall include the new line item adjustment(s) (Attachment B) and any changes in the Scope of Work and Description of Services (Attachment A) related to the duties and services affected by the line item adjustment. An

amendment that fails to comply with the requirements of this Paragraph shall not be binding upon the parties. A violation of this Paragraph shall constitute a material breach and shall entitle the non-breaching party to all rights and actions available to it under the law.

In addition, the Grantee shall maintain all grant records for a period of five years or until all audit exceptions have been resolved, whichever is longer.

3. **Agency Duties:** Grants shall be paid at the direction of the Director of State Budget. The total amount paid by the Agency to the Grantee under this Contract is \$75,000.00. Contracts of \$100,000 or more to or for the use of the Grantee shall be made in quarterly or monthly payments, in the discretion of the Director of the Budget. The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices and deliverables.

4. **Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

5. **Key Personnel:** The Grantee shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel are those specified in Paragraph 34 of this Contract.

6. **Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Agency, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

7. **Beneficiaries:** Except as otherwise provided herein, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

8. **Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee.

9. **Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days' written notice to the other Party, or as otherwise provided by law. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the

Agency, become its property. If the Contract is terminated by the Agency as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Contract.

10. **Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Contract. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this Contract, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Grantee, the State may procure the services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Grantee under this Contract, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Contract and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

11. **Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

12. **Availability of Funds:** The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

13. **Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

14. **Survival of Promises:** Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date.

15. **Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

16. **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

17. **Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

18. **Equal Employment Opportunity:** The Grantee shall comply with all federal and State laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

19. **Access to Persons and Records:** The State Auditor and the Agency Internal Auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. § 147-64.7. The Grantee shall retain all records for a period of five years following completion of the Contract. Additionally, as the State funding authority, the Agency shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

20. **Record Retention:** Records created or obtained under this Contract shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

21. **Amendment:** This Contract may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Agency and duly executed by an authorized representative of the Agency and the Grantee.

22. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

23. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the Contract and should not be used to construe the meaning of any text or content thereof.

24. **Certification Regarding Collection of Taxes:** N.C.G.S. § 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee certifies that it and all of its affiliates (if any) collect all required federal, State and Local taxes.
25. **Sales/Use Tax Refunds:** If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
26. **Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Contract. If travel is necessary in the performance of this Contract, it shall be included in the approved project budget and narrative.
27. **Entire Agreement:** This Contract and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Contract and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
28. **By N.C.G.S. §133-32**, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies. This prohibition covers those vendors and contractors who:
- (1) have a contract with a government agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.
- The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Contract.
29. **Effective Period:** This Contract shall be effective upon signature by all Parties to this Contract. The Grantee shall expend all funds granted to it under this Contract on or after July 1, 2021 and on or before September 30, 2022, in furtherance of the Scope of Work in Attachment A and in accordance with the Line Item Budget and Narrative in Attachment B.
30. **Conflict of Interest Policy:** Grantees shall have on file with the Agency a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(f). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds.
31. **Statement of No Overdue Tax Debts:** The Grantee's sworn written statement pursuant to N.C.G.S. 143C-6-23(e), stating that the Grantee does not have any overdue tax debts, as defined by N.C. G.S. 105-243.1, at the federal, state, or local level, is attached as Attachment D. Grantee acknowledges that the written statement must be filed before the Agency may disburse the grant funds.
32. **Requirements:** This Contract is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment C).
33. **Disbursements:** As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
- (a) Implement adequate internal controls over disbursements;
 - (b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee's accounting system;
 - (c) Assure adequate control of signature stamps/plates;
 - (d) Assure adequate control of negotiable instruments; and
 - (e) Implement procedures to ensure that all account balances are solvent and reconcile the account monthly.
34. **Outsourcing/Assignability/Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Contract. Furthermore, any subrecipient must agree to abide by the standards contained in this Contract and to provide all information to allow the Grantee to comply with these standards.
35. **Cap State-Funded Portion of Nonprofit Salaries:** Pursuant to Session Law 2017-57, Section 6.4, no more than one hundred twenty thousand dollars (\$120,000) in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of the Grantee.
36. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other Party within 30 calendar days of such change.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name	Darrell D. Stover	Name	Darrell D. Stover
Title	Head of NC Science Museums Grant Program	Title	Head of NC Science Museums Grant Program
Agency	NC Museum of Natural Sciences 11 West Jones Street Raleigh, NC 27601	Agency	NC Museum of Natural Sciences 11 West Jones Street Raleigh, NC 27601
Telephone	919-707-9963		
Fax	919-715-5161		
Email	darrell.stover@naturalsciences.org		

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
NAME	
TITLE	
GRANTEE NAME	
ADDRESS	
Tel	
Fax	
Email	

37. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

[THIS SPACE INTENTIONALLY LEFT BLANK]

In Witness whereof, the Grantee and the Agency have executed this Contract in duplicate originals, with one original being retained by each Party.

Cowan Museum of History and Science

Signature of Authorizing Official	Date
-----------------------------------	------

Printed Name	Title
--------------	-------

[CORPORATE SEAL] – (optional)

North Carolina Department of Natural and Cultural Resources

Jeff Michael, Deputy Secretary	Date
--------------------------------	------

North Carolina Source of Funds:
Account Code: 536632

Attachment A
Scope of Work



DUPLIN COUNTY



Cowan Museum of History and Science
North Carolina Science Museums Grant Program
Measurable Goals for FY 2022

GOAL #1

The Cowan Museum's first goal is to self-publish a STEAM book about the story of the formation of the museum's Joann Cowan Brown Botanical Garden, which was made possible by North Carolina Science Museums Grant Program funds in FY2019. Areas of focus will include how the museum created habitats out of a bare landscape; how the garden has benefited local wildlife and the community; staff encounters with wildlife; the various species that frequent the garden; and how habitats may be created at home to support native landscapes.

OBJECTIVES:

- 1.) The subject matter will focus on the creation of the museum's garden, the local wildlife that is attracted to it, and the history of some of the garden's plants.
- 2.) Text, photographs, and illustrations will be done by the Museum Director.
- 3.) After editing and feedback, the Museum will self-publish the book and have it available for Duplin County Schools' teachers, Duplin County Libraries, homeschool families, youth groups, youth centers, and the public.
- 4.) Museum staff will perform evaluations and use the results as evidence of the impact of the book's content.

GOAL #2

The second goal to reach with awarded grant funds will be to restore the tobacco barn on the grounds, which was built in 1925. The structure's base is unsteady and has deteriorated, and museum staff discourages visitors to visit the barn for safety reasons.

OBJECTIVES:

- 1.) Hire a contractor to replace rotten logs at the base of the barn and reinforce its foundation.
- 2.) Trim tree branches that have grown over the structure and remove a dead tree that threatens the building by the probability of it falling down upon the barn.

and incorporate it with our programs to educate our community about the important role tobacco has played in the development of our area. In addition, museum staff will draw in the raised bed crop of tobacco that was installed near the barn with FY2021 NC Science Museums Grant Program funds. Together with the restored barn, the crop will offer visitors a chance to touch and to see the plants go through their full lifecycles, which will create a more holistic learning approach.

4.) Museum staff will perform evaluations and use the results as evidence of how the renovated tobacco barn enhances our visitors' experience of the museum.

GOAL #3

The third goal is for the Museum STEM Educator and support staff reach out to the local community to offer STEM learning opportunities.

OBJECTIVES:

- 1.) Participate in events and collaborate with Duplin County Schools and other educational organizations to develop and offer onsite and offsite programs. This will help local children in rural areas with fewer resources than in urban areas.
- 2.) Offer programs that will involve hands-on learning experiences.
- 3.) Emphasize programs and activities that focus on science and agriculture, but may incorporate literature, art, history, math, engineering, and technology.
- 4.) Many lessons will correlate to the State of North Carolina curriculum standards.
- 5.) Assemble bins of teaching materials and consumables for children to use in hands-on activities. This will be an asset for schools with limited supply budgets.
- 6.) Design activities that will increase children's content knowledge, application of content knowledge, and provide opportunities for critical thinking.
- 7.) Provide written suggestions for organizations and teachers for pre- and/or post-program activities.
- 8.) Many of the learning experiences will link directly to the local geographic area and fill a gap in curriculum resources for rural Eastern North Carolina.
- 9.) Museum staff will perform evaluations and use the results as evidence of the impact of the programs.

Attachment B
Line Item Budget and Narrative

10-6144-40121	Salaries	• Museum Director. • Museum STEM Educator.	\$22,000.00
10-6144-40181	Social Security	Museum staff.	\$2,000.00
10-6144-40182	Retirement	Museum staff.	\$2,000.00
10-6144-40183	Hospital Insurance	Museum staff.	\$10,500.00
10-6144-41860	Workers Compensation	Museum staff.	\$200.00
10-6144-41990	Professional Services	• Professional editing of "The Museum's Garden" STEM book. • Consultations regarding content of the above-mentioned book. • Maintenance of the museum's botanical garden.	3,000,000
10-6144-42600	Office Supplies	• Various office supplies. • Equipment, such as a new desktop computer for the Museum STEM Educator.	\$900.00
10-6144-42980	Program Supplies	• STEM/STEAMA program supplies. • Other supplies as needed.	\$900.00
10-6144-43110	Travel	• Travel for conferences, meetings, and programs.	\$500.00
10-6144-43250	Postage	• Shipment costs for supplies. • Book mailings. • Other postage-related activities as needed.	\$500.00
10-6144-43510	Repairs, Buildings, and Grounds	• Renovate the museum's tobacco barn. • Hire a tree trimmer to remove branches and a dead tree that is a threat to the tobacco barn. • Install a new roof on both the schoolhouse and the blacksmith shop.	\$25,500.00
10-6144-43912	Printing & Advertising	• Printing costs for "The Museum's Garden" STEM book. • Advertise on social media, newspapers, and guides. • Additional printing and advertising as needed.	\$7,000.00
TOTAL			\$75,000.00

Attachment C
Notice of Certain Reporting and Audit Requirements

The Grantee shall comply with the all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

Reporting Thresholds.

There are three reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that State financial assistance received or held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Contract.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Contract shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Contract shall not be charged to State awards.

Notwithstanding the provisions of this Contract, a grantee may satisfy the reporting requirements of this Contract by submitting a copy of the report required under federal law with respect to the same funds.

Attachment D
State Grant Certification – No Overdue Tax Debts Form

State Grant Certification – No Overdue Tax Debts 1

Instructions: Grantee should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

DUPLIN COUNTY

06/07/2021

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the County of Duplin does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, state, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

Dorcas B. Edwards and Davis Brinson being duly sworn, say that we are the Board Chair and County Manager, respectively, of the County of Duplin in Kenansville in the State of North Carolina, and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

Dorcas B. Edwards
County Manager

Sworn to and subscribed before me on 06/07/2021 of the date of said certification.

My Commission Expires 4/23/23

If there are any questions, please contact the State Budget and Management Office at (919) 687-6111. If needed, you may contact the North Carolina Office of State Budget and Management at (919) 687-6111.

G.S. 105-243.1 defines: Overdue tax debt – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.

REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND

North Carolina Department of Natural and Cultural Resources – Grants to Non-State Entities

Robin Grotke
Cowan Museum of History and Science
411 S. Main Street
Kenansville, NC 28349

Attn: Robin Grotke
2021-22 Allocation: \$75,000.00

Purpose: Appropriation to support programmatic and general operating expenses. Award amounts of less than \$100,000 shall be made in one payment.

Part A. TO BE COMPLETED BY ALL RECIPIENTS

1. Contact's Name:

Telephone:

2. Contact's Position in Organization:

3. Federal Identification Number: FID#

4. Kind of Organization: Corporation ☐ Trust ☐ Partnership ☐ Government ☒
Unincorporated Association ☐ Other ☐ basis.

5. Match Required (Circle One): Yes ☒ No ☐ On a ☐ to ☐ basis.

6. Fiscal Year of Non-State Entity (e.g. year ending June 30, December 31, other) June 30

Part B. TO BE COMPLETED BY ALL RECIPIENTS. FORM MUST BE NOTARIZED

Signature of individual making request

Notary Public (official seal)

Date Notarized

Return this form to:
Darrell D. Sover
Head of NC Science Museums Grant Program
NC Museum of Natural Sciences
11 West Jones Street
Raleigh, NC 27601
919-707-9963

NORTH CAROLINA QUITCLAIM DEED WITH REVERSIONARY CLAUSE
NO TITLE EXAM REQUESTED OR PERFORMED

Excise Tax: \$0.00
Tax Parcel ID No. 01-EZ45
on the ____ day of ____ 20 ____ By: ____ Verified by: ____ County ____
Mail/Box to: GRANTEE
This instrument was prepared by: Newborn & DeSalinas, Attorneys at Law
Brief description for the Index: Lot #3 Westpark - Penny Branch Road, Warsaw, North Carolina (Map Book 20, Page 54)

GRANTOR
County of Duplin, a body politic
GRANTEE
Trustees of James Sprunt Community College
P. O. Box 398, Kenansville, NC 28349

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns.

This deed, made this the ____ day of _____, 2022, by County of Duplin, a body politic within the State of North Carolina (hereinafter "Grantor") to the Trustees of James Sprunt Community College of Duplin County, State of North Carolina (hereinafter "Grantee"), so long as Grantee begins using this property for the purpose of a Utility Lineman Training Pole Yard within twenty-four (24) months of execution of this Deed and thereafter continues to use this property as a Utility Lineman Training Pole Yard. If Grantee fails to begin using this property as a Utility Lineman Training Pole Yard within twenty-four (24) months of execution of this Deed, or if this property is used for any other purpose than that of a Utility Lineman Training Pole Yard, this property will revert back to the County of Duplin.

WITNESSETH, that the said Grantor for the valuable consideration of the sum of Ten Dollars and other valuable consideration to in hand paid, the receipt of which is hereby acknowledged, has remised and released and by these presents do remise, release and forever quitclaim unto the Grantee, its heirs, and assigns, all right, title, claim and interest of Grantor and its successors and assigns, subject to the Grantor's reversionary interest stated herein, in and to said lands or parcel of land situated in Warsaw Township, County of Duplin, State of North Carolina, and being more particularly described as follows:

BEING Lot three (3), as shown on a map entitled "WestPark Penny Branch Road, Section I", as surveyed by McDavid and Associates, Inc., and recorded in Map Book 20, Page 54 of the Duplin County Register of Deeds Office, to which map reference is hereby made for a more complete and accurate description.

SUBJECT TO A TWENTY (20') FOOT UTILITY EASEMENT AS SHOWN ON MAP BOOK 20, PAGE 54 OF THE DUPLIN COUNTY REGISTRY ACROSS LOT THREE (#3) WHEREIN THE GRANTORS SHALL HAVE THE FREE AND FULL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS THE AFORESAID LAND TO LAY, CONSTRUCT, MAINTAIN, OPERATE, INSPECT, REPAIR, ALTER, ADD TO, REPLACE, REMOVE, AND PROTECT ANY AND ALL UTILITIES OVER, THROUGH, AND ACROSS THE LAND. GRANTEES SHALL NOT CONSTRUCT NOR PERMIT TO BE CONSTRUCTED ANY HOUSE, STRUCTURE, OR OTHER OBSTRUCTION ON OR OVER SAID EASEMENT.

SUBJECT TO A FIFTEEN (15) AND TWENTY (20) FOOT DRAINAGE EASEMENTS AS SHOWN ON MAP BOOK 20, PAGE 54 OF THE DUPLIN COUNTY REGISTRY. GRANTEES SHALL NOT CONSTRUCT NOR PERMIT TO BE CONSTRUCTED ANY HOUSE, STRUCTURE, OR OTHER OBSTRUCTION ON OR OVER SAID EASEMENT.

TOGETHER WITH A THIRTY (30) FOOT INGRESS/EGRESS EASEMENT AS SHOWN ON MAP BOOK 20, PAGE 54 OF THE DUPLIN COUNTY REGISTRY ACROSS LOT TWO (#2) WHEREIN THE GRANTORS AND THE TOWN OF WARSAW SHALL HAVE THE FREE AND FULL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS THE AFORESAID LAND. GRANTEES SHALL NOT CONSTRUCT NOR PERMIT TO BE CONSTRUCTED ANY HOUSE, STRUCTURE, OR OTHER OBSTRUCTION ON OR OVER SAID EASEMENT.

TOGETHER WITH A SIXTY (60) FOOT RIGHT OF WAY AS SHOWN ON MAP BOOK 20, PAGE 54 OF THE DUPLIN COUNTY REGISTRY ACROSS LOTS ONE (#1) AND TWO (#2) WHEREIN THE GRANTEES SHALL HAVE THE FREE AND FULL RIGHT OF WAY ACROSS THE AFORESAID LAND. GRANTEES SHALL NOT CONSTRUCT NOR PERMIT TO BE CONSTRUCTED ANY HOUSE, STRUCTURE, OR OTHER OBSTRUCTION OVER SAID RIGHT OF WAY.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the said Grantee and his heirs and assigns free and discharged from all right, title, claim or interest of the Grantor or anyone claiming by, through or under it subject to Grantor's reversionary interest whereby Grantee must begin using this property for the purpose of a Utility Lineman Training Pole Yard within twenty-four (24) months of execution of this Deed and thereafter continue to use this property as a Utility Lineman Training Pole Yard, and if Grantee fails to begin using this property as a Utility Lineman Training Pole Yard within twenty-four (24) months of execution of this Deed, or if this property is used for

any other purpose than that of a Utility Lineman Training Pole Yard, this property will revert back to the County of Duplin.

The purpose of this Deed is to convey Grantor's interest in subject property to Grantee subject to a reversionary interest as stated herein. Subject property was previously conveyed to Grantee by Deed recorded in Book 1887, Page 469, Duplin County Registry, subject to a reversionary clause requiring the property be used for educational purposes within twenty-four (24) months of execution of that Deed and that the property be used continuously for educational purposes thereafter, but the subject property was not used for educational purposes within twenty-four (24) months of execution of that Deed and therefore reverted back to ownership by the County of Duplin.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

COUNTY OF DUPLIN

Dexter Edwards, Chairman (SEAL)
Duplin County Board of Commissioners

Davis H. Brinson, Clerk
Duplin County Board of Commissioners

STATE OF NORTH CAROLINA

DUPLIN COUNTY

On this day personally came before me, a Notary Public in and for the said County and State, Davis H. Brinson who being by me duly sworn, says that he/she is the Clerk of the Board of Commissioners of the County of Duplin, a body politic, and that by authority duly given and as the act of the said Board of Commissioners of the County of Duplin, the foregoing instrument was signed in its name by its Chairman, sealed with its seal, and attested by himself as Clerk.

Witness my hand a notarial stamp or seal, this the _____ day of _____, 20____.

Notary Public

My Commission expires: _____

James Sprunt Community College
By: Jay Carraway, Ed. D., President
(Grantee)

STATE OF NORTH CAROLINA

DUPLIN COUNTY

On this day personally came before me, a Notary Public in and for the said County and State, Jay Carraway, Ed.D. who being by me duly sworn, says that he is the President of James Sprunt Community College, and that by authority duly given and as the act of the said James Sprunt Community College.

Witness my hand a notarial stamp or seal, this the _____ day of _____, 20____.

Notary Public

My Commission expires: _____



- NORTH CAROLINA
DUPLIN COUNTY**
- SERVICE CONTRACT**
- THIS CONTRACT is made and entered into this the _____ day of _____, 2022, by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and BROCK S LAWN SERVICE located at 1323 Jonestown Road, Pink Hill, NC 28572 (hereinafter referred to as "CONTRACTOR").
- For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:
- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all services to be provided under this Contract.
 - 2. TERM OF CONTRACT.** The Term of this Contract for Services is for the 2022 calendar year, specifically the period of April 1, 2022 through October 31, 2022 (hereinafter referred to as "growing season"), unless sooner terminated as provided herein. Upon mutual agreement of the parties, this Contract may be renewed for two (2) additional one-year terms.
 - 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY during the growing season monthly payments pursuant to Attachment 1. It is recognized and agreed that the total amount of payments by COUNTY to CONTRACTOR during the term of this Contract shall not cumulatively exceed Twenty-Eight Thousand Fifty Dollars and 00/100 (\$28,050.00), as full compensation for the provision of Services during the term of this Contract. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.
 - 4. INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, 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.
- CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
- 5. INSURANCE AND INDEMNITY.** CONTRACTOR shall be solely responsible for any damages to real or personal property arising out of its performance of services pursuant to this Agreement. 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) 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, the following minimum insurance 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.

6. **LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL.** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

7. **CONFIDENTIALITY.** All data and information, both written and verbal, furnished to Contractor by County shall be regarded as confidential, shall remain the sole property of County and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than County or County's designated legal counsel, accountants or practice management consultants any information about County, its practice or billing.

8. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

9. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provisions of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

10. **GOVERNING LAW.** This Contract shall be governed by and in accordance with 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.

11. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law. Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

12. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

13. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

14. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.

15. **IRAN DIVESTMENT ACT.** CONTRACTOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(e)) It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

16. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

17. **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.

18. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF DUPLIN:
ATTN: Donna Brown, Utility Director
PO Box 955
Kenansville, NC 28349

CONTRACTOR:
ATTN: Nicolas Brock
Brock's Lawn Service
1323 Jonestown Road
Pine Hill, NC 28572

19. **AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

20. **COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

21. **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.

22. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

23. **ENTIRE CONTRACT.** This Contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

24. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

25. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

26. **AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

Reviewed by Department Head

CONTRACTOR

By: _____

Date Reviewed: _____

Printed Name: _____
Title: _____

DUPLIN COUNTY

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

By: _____
Printed Name: _____
Title: _____

Duplin County Finance Officer

ATTACHMENT 1" to follow

ATTACHMENT 1
Scope of Services

Lawn Service agrees to provide biweekly mowing at the County-owned water facility sites denoted below during the 2022 growing season, which is estimated to be April 1, 2022 through and including October 31, 2022. This service includes mowing and trimming of all grass on each site, including around ditch banks, building, fences, utilities, and other structures:

<u>Albertson:</u>	
Well A1 & EST A1	<u>Amount per mow:</u>
BPS A1 – Parker	\$55.00
Well A2 & EST 2 – Komegay	\$55.00
Well A3 – Teachey	\$55.00
<u>District B:</u>	
BPS B1—Komegay	<u>Amount per mow:</u>
Well B1 & EST B1	\$55.00
Well B2	\$55.00
BPS B2 – Maready	\$55.00
EST B2 – Smith	\$55.00
<u>District C:</u>	
Well C1 & EST C1 – James	<u>Amount per mow:</u>
	\$55.00
<u>District D:</u>	
Well D1 & EST D1 – South Park	<u>Amount per mow:</u>
Well D2 – Register	\$55.00
BPS D1 – Davis	\$55.00
EST D2 – Davis	\$55.00
<u>District E:</u>	
Well E2 & EST E1	<u>Amount per mow:</u>
	\$55.00
<u>District F:</u>	
EST F1	<u>Amount per mow:</u>
EST F2 – Mozingo	\$55.00
EST F3 – Britt	\$55.00
Valve Station F-3	\$55.00
Well F1 – Miller	\$55.00
Well F2 – Houston	\$55.00
Well F3 – Rivenbark	\$55.00
BPS F1 – Quinn	\$55.00
BPS F2- Bostic	\$55.00
<u>District G:</u>	
Well G1 & EST G1	<u>Amount per mow:</u>
Well G2 – Dunn	\$55.00
EST G2 – Rouse	\$55.00

BPS G3 – Atkinson	\$55.00
Duplin Co Pump Station #1 (1390 S NC 903 Hwy, Magnolia)	\$55.00
Duplin Co Pump Station #2 (1515S Kenansville Bypass, Magnolia)	\$55.00
Duplin Co Pump Station #3 (510 Brinson Rd., Magnolia)	\$55.00
Entrance to West Park Bus & Tech (946 Penny Branch Rd, Warsaw)	\$55.00
Entrance to West Park Industrial Park (234 Bruce Costin Rd, Warsaw)	\$55.00
Entrance to South Park	(South Park Drive, Wallace)
	\$55.00

Contractor agrees not to apply chemical herbicides or weed killers on County property.

CONTRACTOR ACKNOWLEDGEMENT

By: _____

Date: _____

Front Line Heroes Award Declaration by Robbie Sarles

No nominee is more deserving than this year's Award Winner, who has done more to not only accentuate the critical role that rural transit plays in the viability of rural America, but also to bring awareness, support and appreciation, than any other.

This year's Award Winner is being recognized for exceptional bravery, commitment and self-sacrifice demonstrated while in the throes of an unprecedented pandemic that has shaken the world and, yes, rural America, to its very core.

In March of 2020 we could not have dreamed what was about to happen or how it would forever change our lives. Pre-Covid, this Award Winner routinely went to work every day striving to meet the mobility needs of her passengers in an unselfish, caring way. This person was a personal hero of the passengers that otherwise may not have been able to get to needed medical appointments, grocery stores, jobs and other trips that were essential to the quality of life in their rural community. The essential nature of this Winner's role in providing transportation services to the community, however, was, for the most part, unrecognized.

And then, the unthinkable happened. The world stopped. At least most of the world stopped, quarantined and retreated to the safety of their homes. But not this Award Winner. This Winner showed up for work because he knew that if he didn't, essential services would not be provided, people would not be able to get to life-critical medical appointments and treatments, and workers would not be able to get to essential jobs. This Winner understood that she was part of a critical response to this crisis and was needed to be there to answer the call and meet her community's needs, whatever that looked like. She needed to be there for the most vulnerable of populations—she was their life-line.

Faced with chaos, uncertainty, conflicting information and what seemed like a never-ending onslaught of tests, this Winner showed up to meet the challenge. He worked with others on his team to creatively solve problems as they became apparent. In the early days, this was done with little, if any, guidance or support. No one knew what to do or how to do it, but yet, this Winner came to work every day and did his best to come up with workable solutions—some of which were unique and, yes, even unconventional. He didn't know what to expect and didn't know or understand the danger of the invisible enemy he was facing. He only knew he had to be there, to do his job, because his passengers, his community, were counting on him.

While others stayed at home in their secure cocoons, this Winner came to work.

- She wore homemade masks in the early days, before masks were provided to transit workers. The fit may not have been good, it may have been hot, glasses may have fogged, the elastic may have hurt her ears; it may have been hard to get used to, but she did what she had to do. And, she still is. Even as others have retired their masks, she has not. She still meets the mandates and protects others by wearing her mask every day.
- He has become expert at smiling with his eyes, welcoming and reassuring all passengers that board his vehicle.

- She learned what it meant to do a deep clean of a vehicle and what it meant to sanitize surfaces. She learned a lot about how viruses can spread, washed her hands more often than she thought possible, and continuously used hand sanitizer sourced from some very unusual places, getting creative when supplies were low.
- Not sure how to implement social distancing practices on a transit vehicle, he figured out how to limit seating and cut the capacity of his transit system in half while still providing critical service. He learned how to focus on the provision of essential trips, encouraging rear entry to vehicles whenever possible.
- He got creative when a barrier/shield was needed. He was resourceful. If Plexiglas was available, it was added to the driver's compartment. If not, a trip to Walmart sourced a clear shower curtain and duct tape that was draped around the driver's compartment.
- This Award Winner volunteered to transport first responders and medical personnel to quarantine sites even if it meant personally quarantining themselves.
- This Winner volunteered to dress in hazmat gear and wear medical grade PPE to transport passengers that were sick, Covid-positive, or needed to get to a testing site.
- This Winner assisted his transit system in providing equitable access to vaccinations by ensuring that everyone had transportation to vaccination sites.
- He delivered meals, groceries, packages, medicine and other essential items to community residents that could not travel to needed stores or service providers.
- She professionally handled the angst, frustration and discontent of disgruntled passengers that didn't want to follow transit system procedures or mask mandates.

No matter the challenge, this Winner came to work prepared to serve. She had to—people were counting on her. She was their lifeline and people in the community noticed. Because of this Winner, the transit system was able to answer its community's call, and for perhaps the first time, the transit service was recognized for its role as an essential service within the rural community it served.

These challenges, however, speak little to the deeply personal sacrifices this Winner made. Sacrifices much greater than any of us could have imagined—the extent to which we are only now beginning to understand.

The dangers and the fear that this Winner faced every day were, and continue to be, very real. Even though her focus was on how to best protect herself, coworkers, passengers, and her family, she faced the fear of knowing she was at increased risk of falling victim to this killer. She also was unsure if the virus would be transmitted on her vehicle. Would she unknowingly bring it back home to her loved ones? How would it impact her family life? Did she need to isolate herself from her family and friends? Every day was and continues to be a risky proposition full of unknowns.

Like most of us, this Winner had to face the psychological loss of normalcy, fractured relationships, isolation, and frustration. But he also had to endure the sorrow of coming to work too often and learning that yet another passenger had fallen victim to the virus. The loss was great among the vulnerable population he served, the missing names on his manifest a constant reminder of this virus' cruel and merciless nature. The loss of family, friends and coworkers was also a reality for many and made the burden almost impossible to bear. The toll on this Award Winner's mental state cannot be overstated nor denied and yet, he still showed up for work every day—people were counting on him.

As the pandemic unfolded and what was initially referred to in terms of weeks, turned into months, a realization that there was no end in sight set in. There were days when this Award Winner was exhausted and didn't think she could go on, but go on she did—people depended on her.

If this person sounds familiar, it should. This person is you.

The 2021 Rural Mobility Champion Award Winner is every rural frontline worker that answered the call of their communities to provide essential transportation services through a pandemic that has shown no mercy; frontline heroes that understood the importance of what they do and unselfishly faced the challenges of the pandemic head on, at great risk to their physical and mental well-being. You proved to be flexible, adaptable, creative, strong, and resilient, day after day.

You understood that if these essential transportation services were not provided, lives could be lost; critical medical treatments would not be received; other essential workers would not be able to perform their jobs; and rural America would be diminished. Our frontline heroes demonstrated to America how essential rural transit is and how integral these services are to the very life and existence of their communities. You demonstrated what we in the industry already knew—our rural frontline workers unselfishly serve the needs of our most vulnerable populations in rural America every single day, not because it is your job, but because you intrinsically want to serve others, even if it means great sacrifice. But even we in the industry did not know the depth to which that commitment went until we faced the greatest crisis of our time, and our frontline heroes stared it down, showed up, and did what it took to get us through.

The definition of a hero is a person who has demonstrated exceptional bravery and self-sacrifice for the benefit of others. You, along with the other rural frontline workers throughout rural America are heroes. I celebrate you. The Rural and Intercity Bus Conference Committee celebrates you. Your communities celebrate you. America celebrates you, and we all thank you.

A		B		C		D		E	
First Accepted Offer									
13	Date	Amount	Officer	Address		Deposit Amount			
14	11/1/2021	68,500.00	Church Iglesia Sinal Nuevo Renacer of Wallace	130 Rouse Dr. Willard, NC 28478		3,425.00			
15									
16									
17									
18	Upset Bid Round 1								
19	Upset bid must be at least 10% of first \$1,000 plus 5% of remainder. Starting upset bid amount:								
20	Date	Amount	Officer	Address		Formula: =B15+((10%*1,000)+(5%*(B15-1,000)))			
21	11/15/2021	72,800.00	David Urriola	PO Box 1422, Wilmington, NC 28402		3,640.00			
22									
23									
24	Upset Bid Round 2								
25	Upset bid must be at least 10% of first \$1,000 plus 5% of remainder. Starting upset bid amount:								
26	Date	Amount	Officer	Address		Formula: =B21+((10%*1,000)+(5%*(B21-1,000)))			
27	12/16/2021	80,000.00	Church Iglesia Sinal Nuevo Renacer of Wallace	130 Rouse Dr. Willard, NC 28478		4,000.00			
28	12/20/2021	90,000.00	Hatcher Builders LLC	PO Box 233, Chinquapin, NC 28521		4,500.00			
29	12/28/2021	84,540.00	David Urriola	PO Box 1422, Wilmington, NC 28402		4,227.00			
30									
31									
32	Upset Bid Round 3								
33	Upset bid must be at least 10% of first \$1,000 plus 5% of remainder. Starting upset bid amount:								
34	Date	Amount	Officer	Address		Formula: =B28+((10%*1,000)+(5%*(B28-1,000)))			
35	1/6/2022	100,000.00	Church Iglesia Sinal Nuevo Renacer of Wallace	130 Rouse Dr. Willard, NC 28478		5,000.00			
36									
37	Upset Bid Round 4								
38	Upset bid must be at least 10% of first \$1,000 plus 5% of remainder. Starting upset bid amount:								
39	Date	Amount	Officer	Address		Formula: =B35+((10%*1,000)+(5%*(B35-1,000)))			
40						Deposit Amount			

DUPLIN COUNTY ANIMAL CONTROL ORDINANCE

Adopted
03/21/2022

Effective
03/21/2022



- The purpose of this ordinance is to:
- 1) Ensure that animals are treated humanely;
 - 2) Protect the citizens of Duplin County from rabies and other diseases transmitted by unconfined, uncontrolled, or unimmunized animals; and
 - 3) Regulate animals that may be a nuisance or pose a risk to the safety of humans and other animals.

It is not the intent of this ordinance to conflict with the North Carolina General Statutes (N.C.G.S.) regulating, restricting, authorizing, or otherwise affecting dogs used for purposes of hunting, if the dogs are under the control of the owner and are being used in compliance with applicable statutes, regulations, or ordinances; nor is it the intent of this ordinance to further regulate the normal practices of raising "farm animals" as defined in N.C.G.S., Section 153A-145.4.

Section 2 – Application and Severability

- 1) The County may promulgate and establish such rules and regulations as may be necessary to give effect to the intent and purpose of this Ordinance.
- 2) The County may impose such fines and fees as are necessary for the implementation and administration of this ordinance, and as approved by resolution of the Board of County Commissioners.
- 3) This ordinance shall be effective within the unincorporated areas of Duplin County and within all municipalities and townships which have a standing resolution or ordinance adopting the ordinance.
- 4) If any section, subsection, sentence, clause, or provision of this ordinance shall be held invalid, such part shall be deemed severable, and the invalidity thereof shall not affect the remaining parts of this article.

Section 3 – Definitions

As used within this ordinance, the following words, terms, and phrases shall have the meanings indicated within this section. No attempt is made to define any words which are used in accordance with their established dictionary meaning except when necessary for purposes of clarification.

- (a) "Abandon" means to forsake, neglect, or refuse to provide for the care, sustenance, protection, and shelter of an animal by any person being the owner or possessor of such animal.
- (b) "Adequate Food" means the provision at suitable intervals, not to exceed twenty-four (24) hours, of a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain nutrition in each animal. Such foodstuff shall be served in a receptacle, dish, or container that is physically clean and in which agents injurious to health have been removed or destroyed to a practical minimum.
- (c) "Adequate Shelter" means the provision of an enclosure to keep the animal out of the direct path of natural elements, at an appropriate temperature level, and able to move about freely and lie comfortably.
 1. The enclosure shall be a wind-proof and moisture-proof structure of suitable size to accommodate the animal and allow retention of body heat. It shall include four walls, a roof, and a solid floor raised off the ground, (excluding range animals) with an opening entrance large enough to allow access for the animal, but placed in such a way as to keep the animal out of the direct path of natural elements.
 2. The enclosure shall be provided with a sufficient quantity of suitable bedding material consisting of hay, straw, cedar shaving, or the equivalent.
 3. The enclosure and containment area shall be free of accumulated waste and debris so that the animal shall be free to walk freely or lie down without encountering any such waste or debris. A suitable method of drainage shall be provided to rapidly eliminate excess water or moisture.
 4. No animal may be confined in a building, enclosure, car, boat, vehicle, or vessel of any kind when extreme heat or extreme cold will be harmful to its health. Metal barrels, transport cages, and airline crates are not acceptable for use as a proper shelter for animals.
- (d) "Adequate Water" means the provision of constant access to a supply of clean, fresh, potable

water, sufficient to maintain the health and well-being of each animal. Such water shall be provided in a clean receptacle, dish, or container and must not be frozen or too hot to be utilized for drinking.

(e) **"Animal"** means every nonhuman primate, vertebrate creature, except for fish.

(f) **"Animal Bite"** means an occurrence during which the teeth of an animal either scratch or break the skin of a human being or another animal, without regard to the specific location of the injury.

(g) **"Animal Cruelty Investigator"** means any person(s) employed with Duplin County Animal Services who is designated by the Board of County Commissioners to investigate reports of Animal Cruelty or abuse pursuant to Article 4 Chapter 19A of N.C.G.S. Animal Cruelty Investigator(s) shall attend and satisfactorily complete an animal cruelty investigator course or otherwise have experience in animal cruelty investigations.

(h) **"Animal Control Officer"** means any person(s) employed by the Duplin County Animal Services, entrusted with the duties of enforcing all states laws and county ordinances pertaining to the management, welfare, and control of animals within Duplin County.

(i) **"Animal Shelter"** means any premises or facility designated by the County for the purposes of impounding and caring for any animal seized or found to be stray, abandoned, quarantined, running at large, or otherwise subject to impounding under the authority of the North Carolina General Statutes or other applicable law. This term includes shelters under contract with, owned, operated, or maintained by either local government or a nonprofit organization devoted to the welfare, protection, rehabilitation, or humane treatment of animals.

"At Large" means not on the owner's property and not under the immediate, continuous control, charge, or possession of the owner or other responsible person, such as by means of a fence, cord, or chain of sufficient strength to restrain the animal.

(k) **"Dangerous/Vicious Dog"** means any dog that per the records of the Duplin County Animal Services or other animal control or law enforcement authority:

1. Has, without provocation, killed or inflicted severe injury upon a person;
2. Has been deemed dangerous/vicious in another County or State;
3. Has been used primarily or in part for dog fighting or is trained for dog fighting; or
4. Is determined by Duplin County Animal Services or its designee to be potentially dangerous because the dog has engaged in one or more of the behaviors listed under the definition of "Potentially dangerous dog" below.

(l) **"Direct Control"** means immediate and continuous control of an animal at all times such as by means of a fence, leash, cord, or chain of sufficient strength to restrain the same; or in case of specifically trained or hunting animals which immediately respond to such commands, control shall also include aural or oral control.

(m) **"Domestic Animal/Fowl"** means any animal or fowl converted to domestic habitat.

(n) **"Duplin County Animal Services"** means the Duplin County Animal Services Department and all designated Duplin County Animal Services Officers.

(o) **"Dangerous Exotic Animal"** includes any mammal, reptile or fowl that is not indigenous to the continental United States, which is not naturally tame or gentle, but is of a wild nature or disposition, and which, because of its size, natural instincts, mode of life, vicious nature or other characteristics, would constitute a danger to human life or property.

(p) **"Harbor/Harboring"** means the act of keeping and caring for an animal or of providing premises to which the animal returns for food, shelter, or care for a period of at least forty-eight (48) hours. Harboring shall not include circumstances where an individual captures an animal and immediately notifies Animal Services of the animal's location.

(q) **"Home Confinement"** means the animal is kept isolated from the public within the owner's physical dwelling or attachment thereon, or within the owner's yard, appropriately chained, in an enclosed kennel, or otherwise under the immediate control of the adult owner or adult member of the owner's family by being muzzled or on a foot lead.

(r) **"Impounded"** means any animal which is received into custody by an employee of Duplin County Animal Services.

(s) **"Impoundment"** means the placement of an animal into the custody of Duplin County Animal Services or a person or entity duly authorized by the Board of County Commissioners or by state law for such purpose.

(t) **"Inherently Dangerous Reptile"** includes any member of the class reptilia which:

1. is venomous. A venomous reptile shall include all members of the families Helodermidae (Gila monsters and Mexican bearded lizards), Viperidae (Vipers), Crotalidae (pit vipers), Atractaspidae (burrowing asps), Hydrophilidae (sea snakes), and Elapidae (cobras, coral

snakes, and their allies), as well as any "rear-fanged" snakes of the family Colubridae that are known to be dangerous to humans (including, but not limited to Dispholidus tyus (boomslang), Thebionis kirklandii (Twig snake), and Rhabdophisapp (keebacks).

2. is a member of the order of Crocodilia (crocodiles, alligators, and caiman).

(u) **"Medical Attention"** means the provision of reasonable medical care when an animal is or has been suffering from illness, injury, disease, excessive perspiration, or malnourished or overgrown hoof.

(v) **"Owner"** means any person, group of persons, firm, partnership, corporation, organization, business, trust, estate, or other legal entity possessing, harboring, or having control or custody of an animal. In the case an owner is under eighteen (18) years of age, that person's parent or legal guardian shall be held responsible.

(w) **"Owner's Real Property"** means any real property owned or leased by the owner of the animal, but does not include any public right-of-way or a common area of a condominium, apartment complex, or townhouse development.

(x) **"Potentially Dangerous Dog"** includes any dog that per the records of Duplin County Animal Services or other animal control or law enforcement Authority

1. Has inflicted a bite on a person that resulted in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization;

2. Killed or inflicted severe injury upon a domestic animal when not on the owner's real property;
3. Approached a person when not on the owner's property in a vicious terrorizing manner in an apparent attitude of attack.

(y) **"Provocation"** means any action designed to goad, inflame, instigate, or stimulate an aggressive or defensive response on the part of an animal. It shall not include any action on the part of an individual that pertain to reasonable efforts of self-defense against an unprovoked animal.

(z) **"Puppy Mill/Puppy Farms"** means any commercial dog breeding facility that is operated with an emphasis upon obtaining profits without appropriate regard to animal welfare.

(aa) **"Rabies Vaccination"** means the vaccination of a dog, cat, or other domestic animal with an anti-rabies vaccine approved by the United States Department of Agriculture and administered by a Duplin County Animal Services staff member or veterinarian.

(bb) **"Reasonable Attempts"** in this Ordinance refers to efforts to locate owners by scanning for a microchip, checking for a rabies tag, or otherwise attempting to make contact where information is available.

(cc) **"Restraint"** means controlled by means of a chain, leash, or other like device secured in such a manner as to prevent the animal from running freely, escaping, or causing injury to others.

(dd) **"Severe Injury"** means any physical injury to a human being or domestic animal that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery. Such injury may be the direct result of an animal attack or the indirect result as when an injury is sustained during an attempt to avoid the animal.

(ee) **"Sterilization"** means any surgical or chemical procedure, such as a neuter or spay, performed by a licensed veterinarian that renders any male or female animal permanently incapable of reproducing.

(ff) **"Stray"** means any domestic animal that is not under restraint or is not on the property of its owner and is wandering at large, or is lost, including but not limited to any animal that does not have an owner or does not bear evidence of the identification of any owner.

(gg) **"Wildlife/fowl"** means animal/fowl of any kind which is indigenous to the State of North Carolina, but not included in the definition of a domestic animal/fowl, and shall include any hybrid animal/fowl which is part wild animal/fowl.

Section 4 – Establishment, Composition, and General Duties of Animal Services and Animal Control Officers

- 1) The Animal Services Department of Duplin County shall be composed of such employees or officials as determined by the Board of County Commissioners.
- 2) The Animal Services Supervisor is the individual so designated by the Board of County Commissioners.
- 3) Employees or agents enforcing this Ordinance shall be designated as Animal Control Officers. In the performance of their duties, Animal Control Officers shall have all the powers, authority, and immunity granted under this Ordinance and by the North Carolina General Statutes to enforce the

provisions of this Ordinance relating to the care, treatment, custody, control, impounding, or disposition of animals including:

- a. Enforcing all state or county laws, ordinances, and resolutions relating to animals in the County;
 - b. Cooperating with the Public Health Director and assisting in enforcement of state law with regards to animals, including vaccination of dogs, cats, and ferrets against rabies and the confinement or leasing of vicious animals (without limiting the foregoing, reference is particularly made to the State laws as set out and contained in N.C.G.S. 130A-184 to 130A-201);
 - c. Operating the County animal shelter pursuant to regulations adopted by the Board of County Commissioners and guidelines established by the North Carolina Department of Agriculture and Consumer Services;
 - d. Seizing and impounding animals, as deemed necessary, following a violation of any state statute or local ordinance;
 - e. Protecting animals from neglect and abuse;
 - f. Investigating cruelty or animal abuse regarding dogs, cats, and other animals, and enforcement of state law and county ordinance regarding cruelty; and
 - g. Keeping accurate and detailed records of seizures, impoundments, and disposition of animals coming into the custody of Animal Services for any reason.
- 2) It shall be unlawful to interfere with, hinder, molest, resist, or obstruct employees of Animal Services or licensed veterinarians in the performance of any duty authorized by State Statute or Local Ordinance.

Section 5 – Animal Advisory Board

- 1) The Animal Advisory Board was created by the Board of County Commissioners to assist with developing public policies concerning animal issues such as shelter programs and services, and to assist in the goal-setting and long-range planning for Animal Services.
- 2) The Animal Advisory Board is also directed to review and make recommendations on reducing pet overpopulation in Duplin County and reducing the intake of animals within the County animal shelter.
- 3) The Animal Advisory Board shall not operate in a regulatory or authoritative capacity.

Section 6 – Animal Shelter

- 1) The County shall maintain an animal shelter for impounding lost, strayed, abandoned, or unwanted animals, subject to the following provisions:
 - a. Impounded animals are to be held a minimum of seventy-two (72) hours
 - i. During this time, Animal Services will make every reasonable effort to contact the owner(s) of any identified animals regarding the location and status of the animal. (G.S. 130A-192 & 19A-32.1)
 - b. The Animal Shelter may be used for the confinement and observation of an animal following its classification as dangerous/vicious or potentially dangerous, or following a biting incident that resulted in serious injury if the owner is unable to provide a secure enclosure. The animal will be quarantined for the appropriate time of observation. (N.C.G.S. 130A-196 & 133A-442)

Section 7 – Standards of Care

- 1) It shall be unlawful for any person to subject or cause to be subjected any animal to cruel treatment or to deprive or cause to be deprived any animal of adequate food or water, adequate medical attention, adequate shelter, humanely clean conditions, or adequate space.
 - a. Adequate food and water. No person owning or responsible for any animal may fail to supply the animal with a sufficient supply of food and water as prescribed in this section.
 - i. Adequate food shall mean the provision in suitable intervals, not to exceed twenty-

- four (24) hours, or a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrients for each animal. Such foodstuff shall be served in a receptacle, dish, or container that is physically clean and having no agents injurious to the health of the animal.
- ii. Adequate water shall mean constant access to a supply of clean, fresh water provided in a sanitary manner. Such water shall be provided in a clean receptacle, dish, or container and must not be frozen or too hot to be utilized for drinking.
- b. Adequate medical attention. No person owning or responsible for any animal shall fail to provide the animal with reasonable medical attention when the animal is or has been suffering from illness, injury, disease, excessive parasitism, or malnourished or overgrown hoof.
- c. Adequate shelter. No person owning or responsible for any animal may fail to supply the animal with adequate shelter. Adequate shelter shall mean the provision of an enclosure to keep the animal out of the direct path of natural elements, at an appropriate temperature level, and able to move about freely and lie comfortably as prescribed in this section.
- i. The enclosure shall be a wind-proof and moisture-proof structure of suitable size to accommodate the animal and allow retention of body heat. It shall include four walls, a roof, and a solid floor raised off the ground, (excluding range animals) with an opening entrance large enough to allow access for the animals but placed in such a way as to keep the animal out of the direct path of natural elements.
 - ii. The enclosure shall be provided with a sufficient quantity of suitable bedding material consisting of hay, straw, cedar shaving, or the equivalent.
 - iii. The enclosure and containment area shall be free of accumulated waste or debris so that the animal shall be free to walk freely or lie down without encountering any such waste or debris. A suitable method of drainage shall be provided to rapidly eliminate excess water or moisture.
 - iv. No animal may be confined in a building, enclosure, car, boat, vehicle, or similar vessel of any kind when extreme heat or extreme cold will be harmful to the animal's health. Barns, transport cages, and airline crates are not acceptable for use as a proper shelter for animals.
- d. Humanely clean conditions. Minimum standards of sanitation necessary to provide humanely clean conditions for outdoor or indoor enclosures shall include periodic cleaning to remove excretions and other waste materials, dirt, and trash to minimize health hazards. Commercial farms shall meet the requirements of any federal and state regulations as to minimum standards.
- e. Adequate space. Adequate space means sufficient space to allow each animal to easily stand, sit, lie, turn about, and make all other normal body movements in a comfortable, normal position for the animal and to interact safely with other animals.
- i. Tethering. When an animal is tethered, adequate space means that the tether to which the animal is attached permits the above actions; is appropriate to the age and size of the animal; is attached to the animal by a properly applied collar, halter, or harness that is configured to protect the animal from injury and prevent the animal or tether from becoming entangled with other objects or animals, or from extending over an object or edge that could result in the strangulation or injury of the animal; does not, by its material, size, weight or any other characteristic, cause injury or pain to the animal; does not weigh more than one-tenth of the animal's body weight; and does not have weights or other heavy objects attached to it.
 - ii. The walking of an animal on a leash by a human shall not constitute the tethering of the animal for the purpose of this definition.
 - iii. Properly fitted collars are required. An owner or keeper of any animal shall not permit injury to or infliction of pain upon such animal from an improperly fitting or embedded collar, harness, or halter. An animal's collar, halter, or harness shall be a well-fitted device, appropriate to the age and size of the animal, attached to the animal in such a way as to prevent trauma or injury to the animal.

Section 8 – Cruelty and Neglect to Animals

- 1) It shall be unlawful for any person to abuse, molest, torture, torment, deprive of necessary

- sustenance, cruelly beat or treat, needlessly mutilate or kill, wound, injure, poison, abandon or subject any animal to conditions detrimental to its health or general welfare, or to cause or procure such action(s). The words "torture" and "torture" and the term "cruelly beat or treat" shall be held to include every act, omission, or neglect whereby unjustifiable physical pain, suffering, or death is caused.
- a. Nothing in this section shall be construed to prohibit an Animal Control Officer, his/her agents, or veterinarians from euthanizing dangerous, unwanted, or injured animals in a humane manner.
 - b. Nothing in this section shall be construed to prohibit the use of force against an animal that is in the act of causing severe injury to a human being or a domestic animal.
- 2) It shall be unlawful for any person to subject or cause to be subjected any animal to cruel treatment or to deprive or cause to be deprived any animal of adequate food and water, necessary medical attention, proper shelter, protection from the weather, or humanely clean conditions.
 - 3) It shall be unlawful for an owner of any animal to permit injury or infliction of pain upon an animal caused by an improperly fitting or embedded collar, harness, or halter.
 - 4) It shall be unlawful for any person(s) to operate and/or maintain a puppy mill or puppy farm.
 - 5) It shall be unlawful for an owner of any animal to intentionally abandon that animal on a street, road, highway, or on public or private property without provision for its continuous care, sustenance, and shelter.
 - a. When there is reasonable suspicion that an animal has been abandoned on public property, the animal may be impounded immediately.
 - b. When there is reasonable suspicion that an animal has been abandoned on private property, within a house or in a fenced area, Animal Services will first make a reasonable effort to locate the owner or manager of the premises or property prior to impounding the animal.
 - i. The premises or property will be posted for twenty-four (24) hours after which time the animal may be removed from the location and impounded in conjunction with an appropriate warrant to seize the animal obtained by an Animal Control Officer.
 - ii. If the owner contacts Animal Services to reclaim the animal, an explanation for the animal's abandonment must be provided to the satisfaction of the Animal Services Supervisor before the animal may be redeemed.
 - iii. If the animal is unclaimed by its owner after seventy-two (72) hours of notification, the animal shall become the property of Duplin County and may be adopted, fostered, transferred, or humanely euthanized.
 - 6) It shall be unlawful for any person to place or confine an animal or allow an animal to be placed or confined in a motor vehicle for such a period as to endanger the health or well-being of such animal due to temperature, lack of food or water, or such other conditions as may reasonably be expected to cause suffering, disability, or death.
 - a. When there is reasonable suspicion that an animal has been placed or confined in a motor vehicle to its detriment and in violation of this section, Animal Services will make a reasonable effort to locate the driver of the vehicle.
 - b. If the driver is unable to be located, an Animal Control Officer may assist a sworn Law Enforcement Officer in entering the vehicle and removing the animal for impoundment.
 - c. The Animal Control Officer shall leave written notice of the impoundment including a brief description of the animal and where it may be redeemed in a prominent place in or on the motor vehicle.
 - 7) It shall be unlawful for any person to leave or deposit poison or any substance containing poison in any common street, alley, lane, or thoroughfare of any kind, or in any yard or enclosure other than a yard or enclosure occupied or owned by such person.
 - 8) It shall be unlawful for any person who causes injury to a domesticated animal, including but not limited to running over or hitting a domesticated animal with any vehicle, regardless of intent, to fail to immediately notify at least one of the following:
 - a. The owner(s) of the animal (if known or ascertainable with reasonable effort)
 - b. Animal Services
 - c. Law Enforcement
 - 9) It shall be unlawful to use an animal for fighting, training other animals for fighting, or using an animal as bait to encourage fighting between other animals. This also prohibits any person profiting from, participating in, or being present for any animal fighting/baiting.

- 10) Nothing in this section shall be construed to further regulate the normal practices of raising "farm animals" as defined within N.C.G.S., Section 153A-145.4.
- 11) The penalty for a violation of this section shall be as set forth in Section 31 of this Ordinance.

Section 9 – Duty of Owner to Control Animals

- 1) It shall be unlawful for any animal to be outside of the immediate control of its owner.
- 2) For the purpose of this section, "immediate control" shall mean:
 - a. Confined upon the property or leased premises of the owner or keeper;
 - b. Under the control of the owner, or
 - c. Restrained by a leash connected to a collar or harness sufficient to prevent the animal from breaking loose, during instances where the animal is being walked or exercised off the property or leased premises of the owner. This provision does not apply to domesticated cats.

Section 10 – Possession of Animals Owned by Another

- 1) It shall be unlawful for any person, without the consent of the owner, to knowingly and intentionally harbor, possess, or confine any animal that does not belong to him/her and whose owner is reasonably identifiable, without having notified Animal Services of the animal's location within seventy-two (72) hours.
- 2) It shall be unlawful for any person, other than the owner of an animal, to remove the collar, license tag or rabies tag, or electronic device from around the neck of an animal without the consent of the owner.
- 3) The penalty for a violation of this section shall be as set forth in Section 31 of this Ordinance.

Section 11 – Dogs At-Large Prohibited

- 1) It shall be unlawful for any person to permit any dog to be at large upon any public property or street, sidewalk, or park, or on the private property of another person without his/her consent.
- 2) Provided sufficient precautions are taken by the owner to ensure the safety and protection of both the public and other animals, a dog will not be considered at large if:
 - a. The dog is under the direct control of its owner;
 - b. The dog is engaged for purposes of hunting, training, or returning from a hunt or training, so long as its owner has a valid North Carolina Hunting License;
 - c. The dog is engaged for purposes of an obedience demonstration, show, trial training exercise, competition, or another educational program; or
 - d. The dog is subject to enclosure using an electronic confinement system, if all equipment is properly worn, utilized, and maintained in continuous working order.
- 3) The penalty for a violation of this section shall be as set forth in Section 31 of this Ordinance.

Section 12 – Nuisance Animals Prohibited

- 1) It shall be unlawful for any person to own, keep, possess or maintain an animal in a manner that constitutes a nuisance.
- 2) For the purpose of this section, "nuisance" shall mean an animal that causes any disturbance, threat, or damage to a person's rights and/or safety, or an animal that causes any interference with a person's ordinary use and enjoyment of life or property, including but not limited to an animal that:
 - a. Knocks over garbage pails or otherwise disturbs or destroys trash;
 - b. Damages gardens, flowers, vegetables, or other plants;
 - c. Damages real or personal property;
 - d. Chases, snaps at, attacks, or otherwise interferes with pedestrians, bicyclists, etc. ...
 - e. Carries disease or otherwise constitutes a potential danger to public health, unless under the documented care of a licensed veterinarian
- 3) The penalty for a violation of this section shall be as set forth in Section 31 of this Ordinance.
- 4) Commercial farms are exempt from Section 12.

Section 13 – Destruction of Animals That Cannot Be Seized by Reasonable Means

- 1) Notwithstanding any other provision of this Ordinance, an animal that cannot be seized by reasonable and normal means may be trapped in a humane, live-capture animal trap or tranquilized by an animal control officer, and may be humanely destroyed in the field upon authorization of the Animal Services Supervisor.

Section 14 – Setting Humane Animal Traps and Authority to Recieve Trapped Animals

- 1) Animal Services is authorized to place, upon request, live animal traps on public or private property for removing and impounding stray, at large, unwanted, or nuisance animals.
- 2) It shall be unlawful for any person other than an Animal Control Officer to remove any animal from a trap placed by Animal Services, or to damage, destroy, move or tamper with such a trap.
- 3) The penalty for a violation of this section shall be as set forth in Section 31 of this Ordinance.

Section 15 – Determination of Dangerous/Potentially Dangerous Dogs

- 1) When an incident involving any Dangerous or Potentially Dangerous dog is reported, Animal Services shall investigate during confinement as defined in Section 27.
 - a. When an animal is confined at Animal Services during the course of an investigation, the owner shall be responsible for any cost of care.
 - b. Failure to pay the cost when required shall be deemed a waiver and release of all rights regarding the animal.
- 2) Following an investigation, the Animal Services Supervisor will issue a determination as to whether sufficient cause exists to classify a dog as Dangerous or Potentially Dangerous, as defined in Section 3.
- a. Any dog determined to be either Potentially Dangerous or Dangerous will be treated as dangerous for purposes of enforcing this Ordinance.
 - b. If a dog is determined to be either Potentially Dangerous or Dangerous, Animal Services shall promptly notify the owner of the determination in writing by registered mail, certified hand delivery, or service of process in conformance with Chapter 67-4, 1(c) of the North Carolina General Statutes.
 - c. If a dog is determined to be either Potentially Dangerous or Dangerous, Animal Services shall immediately impound the dog pending compliance with Section 22 or pending the outcome of any appeal.
- 3) If the owner does not wish to appeal a determination of Potentially Dangerous or Dangerous, the owner shall be given fourteen (14) calendar days from the date of notification, unless otherwise specified, to comply with provisions of Section 19, whereby the dog may be released from impoundment.
- 4) If the owner does wish to appeal the determination, appellate procedures will occur as provided in Section 17.
- 5) Within fourteen (14) calendar days from the date of notification of a Potentially Dangerous or Dangerous notification, the owner shall obtain a certificate of registration for the dog from Animal Services. This certificate shall be renewed annually at the set fee determined by the Board of County Commissioners.

Section 16 – Exceptions for Dangerous/Potentially Dangerous Dogs

- 1) No dog may be declared Dangerous or Potentially Dangerous if the threat, injury, or damage was sustained by a person who:
 - a. Was committing a trespass or another tort;
 - b. Was teasing, tormenting, abusing, or assaulting the dog;
 - c. Had in the past been observed or reported to have teased, tormented, abused, or assaulted the dog; or
 - d. Was committing or attempting to commit a crime.
- 2) Neither shall an animal be declared Dangerous or Potentially Dangerous if the dog is
 - a. Being used by a law enforcement officer to carry out official duties; or

- b. Being used in lawful hunting, herding, or predator control.

Section 17 – Appeal of a Determination of a Dog as Dangerous/Potentially Dangerous

- 1) The owner of a dog determined to be Potentially Dangerous or Dangerous will have three (3) business days beginning on the date the determination was received to issue a written objection of the final determination to the Dangerous Dog Appeals Board. The appeal must be postmarked by the third day.
- 2) The Dangerous Dog Appeals Board will schedule a hearing on the determination within ten (10) days of the filing of the owner's written objection and will thereafter issue a final determination as to whether a dog is Dangerous or Potentially Dangerous.
- 3) Any further appeal from the determination by the Dangerous Dog Appeals Board shall be heard in Superior Court. Any petition for review in Superior Court must be filed within ten (10) days of the final determination by the Dangerous Dog Appeals Board.

Section 18 – Dangerous Dog Appeals Board

- 1) The Dangerous Dogs Appeals Board shall include a maximum of five (5) person appointed and designated by the Duplin County Board of Commissioners to review and affirm or reverse Potentially Dangerous or Dangerous dog determinations by the Animal Services Supervisor pursuant to this Article and Article 1A, Chapter 67 of the North Carolina General Statutes. The Animal Advisory Board may also serve as the Dangerous Dog Appeals Board.

Section 19 – Duties of Owner of Dangerous/Potentially Dangerous Dogs

- 1) Following the classification of a dog as Dangerous or Potentially Dangerous, the owner shall be required to comply with the following provisions within fourteen (14) calendar days from the date of notification unless otherwise specified within the determination:
 - a. The owner will not leave the dog alone unless the dog is indoors or in a secure enclosure that has been inspected and approved by Animal Services.
 - b. The owner will provide a secure enclosure for the dog.
 - i. "Secure enclosure" shall mean either indoors or in an outdoor structure consisting of secure sides and cover constructed from at least nine (9) gauge chain link fencing that is at least six (6) feet high all the way around and designed to prevent escape over, under, or through and to prevent the entry of children.
 - ii. The floor of the structure must be concrete that is at least four (4) inches thick.
 - iii. The structure shall be kept locked.
 - iv. The structure shall not hinder the dog's ability to move freely within its confines and shall provide the dog protection from the natural elements.
 - v. These requirements may be modified for safety reasons if approved by the Animal Services Supervisor.
 - c. The owner will affix a "Beware of Dog" sign on both the property and the dog's secure enclosure so that the sign is in the plain view of the public, visible from the driveway and other common entrance(s).
 - d. The owner will have the dog implanted with a microchip so that it may be permanently identified.
 - i. The owner will be responsible for any cost associated with the implantation;
 - ii. The owner will provide proof of registration of the implantation to Animal Services, where it will be maintained along with a physical description and photograph of the dog; and
 - iii. The owner will allow Animal Services to read the implant during regular inspections or if the identification of the dog is in question, and the owner will assist Animal Services with this process.
 - iv. The owner will have twenty (20) days from the date of notification to comply.
 - e. The owner will have the dog sterilized as defined in Section 3.
 - i. The owner will be responsible for any cost associated with the sterilization; and
 - ii. The owner will have twenty (20) days from the date of notification to comply.
 - f. The owner will provide Animal Services with access to the property or premises where

the dog is located to conduct inspections and determine compliance with these provisions.

- g. The owner will secure the dog using a collar or harness, leash not to exceed six (6) feet in length, and a muzzle during any such time that the dog is off the owner's property or premises, such as for transport or exercise.
- h. The owner will notify Animal Services at least three (3) business days prior to relocation of the dog and provide all updated contact information including the new address or location.
- i. The owner will notify Animal Services within ten (10) days of the dog's death.
- j. The owner will not give away, sell, trade, place for adoption, or otherwise transfer the dog without written permission from Animal Services. Written notification of the dog's dangerous behavior shall be provided by the owner to the person taking possession of the dog.

Section 20 – Penalties for Dangerous/Potentially Dangerous Dog Violations

- 1) Any violation of the terms of ownership of a "Dangerous or Potentially Dangerous" dog will result in the issuance of a citation carrying a maximum fine of five hundred dollars (\$500.00) per offense.
 - a. Each day's violation shall be considered a separate and distinct offense.
- 2) The dog will be impounded and held until the violation is remedied, and all debts are paid in full, or until the animal has been surrendered.

Section 21 – Impoundment of Animals

- 1) It shall be the duty of Animal Services to seize and impound any animal found to be in violation of the provisions of this Ordinance, any animal surrendered by its owner, or any animal quarantined for observation.
 - a. Impounded animals shall be identified by permanent records which indicate the date of impoundment, sex, color, general description, and breed.
 - b. Owners of impounded animals will be held responsible for all fees, including but not limited to impoundment fees and daily maintenance fees, without regard to the reason (violation, surrender, or quarantine) for the animal's impoundment.
 - c. The payment of fees shall not bar the imposition of any additional fine, which may be imposed for violations as set forth in Section 31 of this Ordinance.
- 2) If an impounded animal can be traced to its owner through reasonable attempts, notification will be provided when the animal is in the custody of Animal Services.
 - a. Upon proof of ownership and payment of fees and any applicable fine(s), the animal shall be returned to its owner, unless otherwise so provided for by the owner in writing.
- 3) If an impounded animal cannot be traced to its owner, or if a duly-notified owner fails to redeem an animal within the required holding period of seventy-two (72) hours, the animal shall become the property of Duplin County and may be adopted, temporarily fostered, transferred or humanely euthanized.

Section 22 – Impounded Animals in a State of Pain/Suffering and Humane Euthanasia

- 1) If an impounded animal has no identification and readily appears to be seriously injured, wounded, or diseased, it shall be immediately euthanized in a humane manner, without regard to the seventy-two (72) hours redemption period. (N.C.G.S. 19A-32.1(b) (2)).
- 2) If an impounded animal has identification and readily appears to be seriously injured, wounded, or diseased, the Animal Services Supervisor or a designated Animal Services representative shall expeditiously attempt to contact the owner.
 - a. If the owner cannot be reached within the seventy-two (72) hour waiting period and the animal is apparently suffering, the Animal Services Supervisor may cause the animal to be euthanized in a humane manner at his/her discretion.
- 3) If an impounded animal is presented to a veterinarian who exercises his/her professional judgment that the animal should be humanely euthanized due to its suffering from injury, wound, or disease, then the veterinarian shall be acting as an agent for the County in euthanizing the animal and shall

- not be held professionally liable for his/her action.
- 4) Animal Services or its agent acting in compliance with the provisions of this Ordinance shall have no liability for the humane euthanasia of injured, wounded, or diseased animals in an apparent state of suffering.

Section 23 – Redemption of Animals

- 1) Animals that have been impounded and are not suffering from or suspected to have an infectious or contagious disease, and are not injured to such an extent that it would cause unjustifiable pain or suffering, shall be held for redemption for a minimum of seventy-two (72) hours, excluding county-observed holidays.
 - a. Such animals that are not claimed within the time limit specified will become the property of Duplin County and may be placed for adoption, temporarily fostered, transferred, or humanely euthanized.
 - b. The Animal Services Supervisor or a designated Animal Services representative shall expeditiously attempt to contact the owner of any such impounded animal wearing a current tag or an implanted microchip before either disposition occurs.
- 2) Every animal redeemed by its owner shall be microchipped prior to its release from Animal Services.
- 3) Animal Services shall create and maintain a permanent record describing the final disposition of any redeemed animal including the applicable dates, names, addresses, and payment of any fees or fines.
 - a. Monies received by Animal Services from fees, fines and adoptive placement will be turned over to the County in accordance with finance policies.
- 4) Animal Services shall not release any live animal for sale or donation to research laboratories or related facilities, as breeding stock for puppy mills, or as wholesalers for further resale for use in any illegal entrapment or fighting, or for human consumption.
- 5) Any person who adopts an animal in compliance with the provisions of this Ordinance shall thereafter become the legal owner of the animal.

Section 24 – Adoption of Animals

- 1) Any person adopting an animal from Animal Services shall be required to sign an adoption contract and pay adoption fees as approved by the Duplin County Board of Commissioners.
- 2) Adopted dogs and cats must be sterilized prior to adoption or within a specified period as approved by the Animal Services Supervisor. The adoption fee will cover the cost of sterilization if the procedure is completed by Animal Services.

Section 25 – Rabies Vaccination Required for Dogs and Cats

- 1) The owner of any dog or cat in Duplin County shall have such animal vaccinated against rabies by four (4) months of age with a twelve (12) month vaccine approved by the United States Department of Agriculture and the Compendium of Rabies Control developed by the National Association of State Public Health Veterinarians.
 - a. The owner will be responsible for any cost associated with the vaccination.
- 2) The owner of any dog or cat shall revaccinate said animal twelve (12) months after the initial vaccination. Thereafter, revaccination shall occur every twelve (12) months or every three (3) years based on the type of vaccine previously administered. Veterinarians shall recognize vaccinations for their duration of immunity as indicated by the manufacturer's guidelines.
- 3) Evidence of rabies vaccination shall consist of a County rabies vaccination certificate signed by Duplin County Animal Services staff administering the vaccine. One (1) copy of the certificate shall be retained by the veterinarian for at least one (1) year after the vaccination expires, and copies shall be distributed to the owner and to Animal Services.
- 4) The owner of any dog or cat is exempt from the requirements within this section following written certification by a licensed veterinarian that to vaccinate would be injurious to the animal's health. However, such animal shall be vaccinated against rabies as soon as its health permits.
- 5) The owner of a dog or cat not having an attached current rabies vaccination tag must provide a

valid and current rabies vaccination tag or form within seventy-two (72) hours of demand by any Animal Control Officer or law enforcement officer. Failure to produce the tag or form under this Subparagraph is a separate offense for each animal owned by such owner and will result in a two-hundred and fifty dollars (\$250.00) fine. (Ref. N.C.G.S. 130A-192).

- 6) The penalty for a violation of this section shall be as set forth in Section 31 of this Ordinance.

Section 26 – Reporting Animal Bites

- 1) Any person who has been bitten or has knowledge of or medically treats any person bitten by any animal shall report the incident to Animal Services within twelve (12) hours of its occurrence or when the person knew or should reasonably have known of its occurrence.
 - a. Birds and reptiles are not considered to be transmitters of the rabies virus, and therefore bites from these animals are excluded from the reporting requirements of this section.

Section 27 – Suspected Rabies Cases

- 1) If Animal Services is notified that any dog or cat has bitten any person or is suspected of having or is showing suspicious symptoms associated with rabies, Animal Services shall require that said dog or cat be captured and confined for observation at the owner's expense for a period of ten (10) calendar days from the date of the bite.
- 2) The procedure and place of confinement and observation shall be pursuant to rules and regulations promulgated by Animal Services.
 - a. Home confinement of a dog or cat required to be confined for observation shall be allowed only upon approval by Animal Services.
- 3) If rabies does not develop during the confinement period, the animal may be released to the owner with written permission from Animal Services, upon all associated debts having been paid in full.
- 4) It shall be unlawful for any person to refuse to surrender a dog, cat, or other animal for purposes of quarantine when required by this Ordinance or otherwise ordered by Animal Services.
- 5) It shall be unlawful for any person to remove from any place of confinement any dog or cat which has been confined pursuant to the requirements of this section without the consent, approval, and authorization of Animal Services.
- 6) The penalty for a violation of this section shall be as set forth in Section 31 of this Ordinance.

Section 28 – Possession of Dangerous Exotic Animals Prohibited

This section is adopted pursuant to the authority contained in N.C.G.S. Chapter 153A-121 and 153A-131. It is the intent of Duplin County to protect the public against the health and safety risks that exotic animals pose to the community and to protect the welfare of animals held in private possession. By their very nature, many exotic animals are wild and potentially dangerous and do not adjust well to a captive environment.

- 1) Except in accordance with Section 29 (Exceptions) of this section, it shall be unlawful for any person or entity to possess, harbor, or have under their control any Dangerous Exotic Animal(s) in Duplin County.
 - a. Duplin County's prohibition against "Dangerous Exotic Animals" includes, but is not limited to, any member of the Canidae, Felidae, or Ursidae families, including hybrids thereof, which due to their inherent nature, may be considered dangerous to humans.
 - i. Canidae include any member of the dog (canid) family not customarily domesticated by man, or any hybrids of such Canidae, thereof, including Wolf hybrids, which are a cross between a wolf and a domestic dog, but not including domestic dogs (Canis Familiaris).
 - ii. Felidae include any member of the cat family weighing over fifteen (25) pounds not customarily domesticated by man, or any hybrids of such Felidae, but not including domestic cats (Felis catus).
 - iii. Ursidae include any member of the bear family or hybrids of such Ursidae.
 - b. Dangerous Exotic Animals prohibited by Duplin County further include, without limitation, any "Inherently dangerous reptile," defined as any member of the class reptilia which:
 - i. is venomous. A venomous reptile shall include all members of the families

- 2) This ordinance applies to any other exotic animal that may be deemed by Duplin County Animal Services or it designee as a danger to the health, safety, and general welfare of the residents of Duplin County or any other persons present in the County.
- 3) The term "Dangerous Exotic Animal" does not apply to the following:
 - a. Domesticated dogs (excluding hybrids);
 - b. Domesticated cats (excluding hybrids with ocelots or mangays);
 - c. Domesticated horses, asses, and donkeys;
 - d. Cattle, American buffalo, and Water buffalo;
 - e. Sheep;
 - f. Goats;
 - g. Domesticated swine;
 - h. Domesticated poultry;
 - i. Domesticated hamsters, guinea pigs, rats, mice, and chinchillas;
 - j. Domesticated rabbits;
 - k. Llamas, alpacas, and Camels;
 - l. Captive-bred species of parrots, parakeets, ducks, finches, voles, piglets, and canaries, or other tame and domesticated birds that are sold by, or obtained from, a licensed animal dealer;
 - m. Flightless birds, including ostriches, emus, and rheas;
 - n. Domesticated species of goldfish;
 - o. Captive-bred common freshwater and saltwater aquarium fish;
 - p. Captive-bred, non-venomous snakes;
 - q. Captive-bred turtles;
 - r. All insect species not considered life-threatening to humans, specifically including, but not limited to the common honeybee;
 - s. All Arachnid species (such as spiders, scorpions, and related) that are not considered life-threatening to humans; and
 - t. Fox Hunting Preserves (Ref. 15A NCAC .1200 Controlled Fox Hunting Preserves).

Section 29 – Exceptions to Prohibited Exotic Animals

- 1) Provided that each Dangerous Exotic Animal, as defined by this Ordinance, is maintained in a secure enclosure constructed and maintained to prevent the animal's escape and compliant with the requirements of N.C.G.S. 14-417. 14-417.1, and 14-417.2, and the further requirements set forth herein, the prohibitions of this Ordinance shall not apply to:
 - a) Federal or State-licensed wildlife rehabilitators engaged in the rehabilitation of sick, injured, or orphaned native wildlife to the extent permitted by their license, provided that said wildlife is housed on a parcel or tract of land containing not less than one hundred acres, and all structures, boundary fences, perimeter fences, and animal enclosures are located five hundred (500) feet or more from the property line, and provided further that the rehabilitator maintains liability insurance with a minimum of \$1,000,000 per claim to compensate any person for personal injury or property damage caused by the wildlife. Possession of wildlife not native to Duplin County is strictly prohibited.
 - b) Lawfully operated non-resident carnivals, circuses, and traveling fairs for no longer than seven consecutive days, and a maximum of two times per calendar year, provided that the owner and/or operator maintains liability insurance with a minimum of \$1,000,000 per claim to compensate any person for personal injury or property damage caused by the animal(s).
 - c) Veterinary clinics operated by a veterinarian licensed by the North Carolina Veterinary Medical Board in possession of animals for treatment or rehabilitation purposes.
 - d) Persons temporarily transporting animals non-stop through Duplin County on state-maintained highways, provided that such time in Duplin County shall not exceed twelve (12) hours; and provided further that the transporter maintains liability insurance with a minimum of \$1,000,000

per claim to compensate any person for personal injury or property damage caused by transportation of the animals.

- e) Properly licensed and established zoos provided said zoo is established or exists on a parcel or tract of land containing not less than one hundred acres; and provided further the structures, boundary fences, perimeter fences, and animal enclosures are located five hundred (500) feet or more from the property line; and provided further that the zoo maintains liability insurance with a minimum of \$1,000,000 per claim to compensate any person for personal injury or property damage caused by the animal(s).
- 2) No references or restrictions in this Ordinance shall apply to animals under the exclusive custody and control of the North Carolina Zoological Park.

Section 30 – Impoundment and Disposition of Dangerous Exotic Animals

- 1) Any Dangerous Exotic Animal that is kept by any person or entity in violation of this Ordinance may be immediately seized without notice and impounded by Duplin County Animal Services without the necessity of a written order or a court order, for the protection of the public or the health of the animal.
- 2) If a Dangerous Exotic Animal kept by any person or entity in violation of this Ordinance cannot be seized and impounded safely by Duplin County Animal Services OR if proper and safe housing cannot be found for the animal, Duplin County Animal Services may immediately destroy the Dangerous Exotic Animal.
- 3) The owner of an impounded Dangerous Exotic Animal may apply to reclaim the Dangerous Exotic Animal if the person or entity provides proof of ownership and satisfies Duplin County Animal Services that a safe and prompt transfer of the Dangerous Exotic Animal to an appropriate location outside of the County has been arranged; and provided further that all monetary fines, penalty, bond, and costs imposed under this Ordinance or other applicable law have been paid in full.
- 4) If the owner of an impounded Dangerous Exotic Animal cannot be located or if an impounded Dangerous Exotic Animal remains unclaimed, Duplin County Animal Services may, in the discretion of the head of Duplin County Animal Services or his or her designee, euthanize the animal, turn the animal over to the North Carolina Museum of Natural Science or the North Carolina Zoological Park, allow the animal to be lawfully adopted by a zoo, or return the animal to an appropriate wilderness.
- 5) In the event any investigation of an individual or entity possessing, harboring, or controlling a Dangerous Exotic Animal is required or requested, and the complaint is substantiated by Duplin County Animal Services, then the reasonable costs of the investigation shall be assessed against the owner and/or possessor of the Dangerous Exotic Animal.
- 6) If at any time it becomes necessary to impound or destroy a Dangerous Exotic Animal pursuant to this Ordinance, then the costs of such impoundment or destruction shall be assessed against the owner and/or possessor of the Dangerous Exotic Animal.
- 7) The provisions of this section may be enforced in the District Court of Duplin County. The penalty for a violation of this section shall be as set forth in Section 31 of this Ordinance.

Section 31 – Enforcement and Penalties

- 1) The Animal Services Supervisor or Animal Control Officer(s) shall have the authority to investigate alleged or suspected violations of this Ordinance, to issue written citations for violation(s), and to assess penalties for violations as approved by the Board of Commissioners and provided within this section.
 - a. Civil Penalties
 - i. The Animal Services Supervisor or Animal Control Officer(s) shall have the authority to issue Notices of Violation and assess civil penalties in response to violations of this Ordinance.
 - ii. A Notice of Violation shall specify the nature of the violation and assess a civil penalty that shall be paid to Duplin County within a specified period.
 - iii. Civil penalties may be recovered by Duplin County in a civil action in the form of a debt.
 - iv. The penalty for a violation of Section 8 - Cruelty and Neglect to Animals shall be a two-hundred and fifty dollars (\$250.00) fine.

- v. Unless otherwise provided in this Ordinance, civil penalties shall be assessed as follows:
 - 1. \$50.00 for a first violation or a subsequent violation occurring more than twelve (12) months after a previous violation;
 - 2. \$100.00 for a second violation occurring within twelve (12) months of a previous violation;
 - 3. \$250.00 for a third or subsequent violation occurring within twelve (12) months of a previous violation.

- ii. Each day's violation shall be considered a separate and distinct offense.
- iii. The Animal Services Supervisor shall have the authority in his/her sole discretion to waive any civil penalties.

b. Criminal Penalties

- 1. In addition to civil penalties prescribed in this section, any violation of this Ordinance shall also constitute a misdemeanor pursuant to North Carolina General Statute, Section 14-4 for which a criminal summons may be issued.
- ii. Each day's violation shall be considered a separate and distinct offense.
- c. This Ordinance may be enforced by any other appropriate equitable remedy issuing from a Court of competent jurisdiction, pursuant to North Carolina General Statute, Section 1-33A-123.

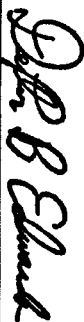
Section 32 – Severability

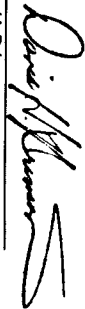
If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this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

Section 33 – Effective Date

This ordinance shall become effective and be in full force from and after the 21st day of March, 2022.

Adopted by the Duplin County Board of Commissioners this the 21st day of March, 2022.


Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

ATTEST:

Davis H. Brinson,
Clerk to the Board

RESOLUTION 2021 - —

County of Duplin
Office of the County Commissioners



PROCLAMATION
PUBLIC HEALTH WEEK 2022

State of North Carolina
County of Duplin

WHEREAS, the Duplin County public health workforce is a critical component of our emergency response to natural and man-made disasters and widespread disease outbreaks in our county, including COVID-19; and

WHEREAS, our county and state public health workers have been courageous, inventive and tireless in their work to protect our residents from the threats of the COVID-19 pandemic, while continuing to perform their other essential public health functions, often times at the risk of their own safety and health; and

WHEREAS, public health measures to control and eliminate infectious diseases, improve environmental sanitation, and promote healthy lifestyle practices have been the greatest cause of improved health status and increased life expectancy for the residents of our County and all North Carolina's residents; and

WHEREAS, public health plays a critical role advancing health equity and preventing chronic diseases and injuries, resulting in improved productivity and decreased health care costs for all North Carolinians; and

WHEREAS, the Duplin County Board of Health is committed to a continued emphasis on prevention in public health, and to helping our county and all North Carolina reach a better state of health through actions outlined in the Healthy North Carolina 2030 objectives; and

WHEREAS, communities, local health departments, employers, hospitals and health care providers, individuals and families, insurers, county leaders and policy makers, faith-based communities, and schools and child care facilities must work together to identify and develop innovative solutions to health problems facing the people of Duplin County; and

WHEREAS, the Duplin County Board of Health/Commissioners encourages all residents to recognize that public health is working to ensure that all residents are protected from threats such as COVID-19, influenza, foodborne disease, injury, and chronic diseases such as diabetes, heart disease, and asthma.

WHEREAS, April 4-10, 2022, has been designated as NATIONAL PUBLIC HEALTH WEEK;

NOW, THEREFORE, WE, THE MEMBERS OF THE DUPLIN COUNTY BOARD OF HEALTH AND THE MEMBERS OF THE DUPLIN COUNTY BOARD OF COMMISSIONERS in regular session, do hereby **UNANIMOUSLY PROCLAIM** that **APRIL 4-10, 2022**, shall be designated as **"PUBLIC HEALTH WEEK"** in Duplin County, and commend its observance to all county residents and convey our deepest gratitude to those public health professionals who serve our county every day.

Adopted this the 21ST day of March, 2022.

Leigh Warrick Gurley, Pharrd, Chair
Duplin County Board of Health

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

Attest: _____
Davis H. Brinson
Clerk to the Board of Commissioners

DUPLIN COUNTY ACTIVITY	September-21	October-21	November-21	December-21	January-22	February-22
	668	737	640	628	638	727
NOTES						
NEW RESIDENCE	14	5	6	7	3	18
RESIDENTIAL ADDITION/RENOVATION/ALTERATIONS	9	10	8	2	6	5
COMMERCIAL/MULTI FAMILY NEW CONSTRUCTION	0	0	1	0	1	0
COMMERICAL ADDITION/RENOVATION/UPFIT	4	8	13	7	15	14
MANUFACTURED/MODULAR HOMES	25	23	21	27	26	25
SIGNS/ABC/DAYCARE/POOL/OTHER	9	9	5	5	4	11
RELOCATED BUILDING	0	2	0	0	1	1
STORAGE BLDG./DECK/PORCH	7	6	2	2	3	4
GENERAL ELECTRICAL	143	128	123	84	95	127
POULTRY/SWINE HOUSES	0	4	7	0	0	3
POOL BONDING	0	3	0	0	1	1
MECHANICAL	61	68	60	66	53	62
PLUMBING	66	53	57	49	52	57
GAS PIPING	16	14	13	8	7	9
INSULATION	2	2	1	2	0	0
	33,606.52	28,743.48	29,471.74	26,573.42	28,106.60	35,720.56

One Stop 2022 Primary Election

ED Emory Auditorium
165 Agriculture Drive
Kenansville, NC 28349

Thursday, April 28 8 AM- 7:30PM
Friday, April 29 8 AM- 7:30PM
Sunday, May 1 1 PM-5 PM
Monday, May 2 8 AM- 7:30PM
Tuesday, May 3 8 AM- 7:30PM
Wednesday, May 4 8 AM- 7:30PM
Thursday, May 5 8 AM- 7:30PM
Friday, May 6 8 AM- 7:30PM
Monday, May 9 8 AM- 7:30PM
Tuesday, May 10 8 AM- 7:30PM
Wednesday, May 11 8 AM- 7:30PM
Thursday, May 12 8 AM- 7:30PM
Friday, May 13 8 AM- 7:30PM
Saturday, May 14 8 AM- 7:30PM

Contact Duplin County Board of Elections
(910) 296-2170

FY 22 INSURANCE CLAIMS REPORT

MONTHLY PAYMENT TO MCCHIP INSURANCE		
DRAFT MONTH	AMOUNT	COVERED EMPLOYEES
JULY	\$23,291.14	545
AUGUST	516,313.46	538
SEPTEMBER	517,482.19	537
OCTOBER	509,742.47	532
NOVEMBER	526,248.22	544
DECEMBER	520,921.20	544
JANUARY	520,315.84	547
FEBRUARY	509,863.50	532
MARCH	513,132.39	538
APRIL		
MAY		
JUNE		
YTD EXPENDITURES	4,087,380.41	640 AVERAGE LIVES COVERED

FY 22 INSURANCE CLAIMS REPORT	
3/18/2022	
3/25/2022	
4/1/2022	
4/8/2022	
4/15/2022	
4/22/2022	
4/29/2022	
5/6/2022	
5/13/2022	
5/20/2022	
5/27/2022	
6/3/2022	
6/10/2022	
6/17/2022	
6/24/2022	

WEEKLY CLAIMS PAID FROM MCCHIP RESERVE	
6/30/2021	\$ 1,118,084.82 RESERVE BALANCE

7/2/2021	\$76,732.51
7/9/2021	\$83,591.06
7/16/2021	\$141,342.31
7/23/2021	(\$23,440.57)
7/30/2021	\$89,814.05
8/6/2021	\$93,905.91
8/13/2021	\$299,531.65
8/20/2021	\$138,646.03
8/27/2021	\$152,199.90
9/3/2021	\$188,172.90
9/10/2021	\$88,058.05
9/17/2021	\$90,600.36
9/24/2021	\$101,814.62
10/1/2021	\$198,314.07
10/8/2021	\$93,737.11
10/15/2021	\$140,669.01
10/22/2021	\$283,853.66
10/29/2021	\$85,411.06
11/5/2021	\$103,712.94
11/12/2021	\$126,381.00
11/19/2021	\$77,181.12
11/26/2021	\$75,349.86
12/3/2021	\$44,162.75
12/10/2021	\$68,836.19
12/17/2021	\$112,304.75
12/24/2021	(\$25,195.37)
12/31/2021	\$85,925.66
1/7/2022	\$60,393.40
1/14/2022	\$71,979.83
1/21/2022	\$105,274.10
1/28/2022	\$107,863.34
2/4/2022	\$88,735.26
2/11/2022	\$105,786.18
2/18/2022	\$173,929.88
2/25/2022	\$177,868.78
3/4/2022	\$94,225.64
3/11/2022	\$156,059.49

TOTAL CLAIMS PAID YTD	\$4,158,728.49
PROJECTED CLAIMS PAID FROM RESERVE	\$,000,000.00
PROJECTED MCCHIP RESERVE	2,287,286.87

CASH BALANCES FY 2022											
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY
FUND BALANCE											
CENTRAL DEPOSITORY	1,735,740.87	5,333,906.24	3,729,741.80	1,208,735.68	5,813,944.25	3,207,943.80	2,474,458.81	2,202,028.00			
MONEY MARKET ACCOUNT	19,811,781.28	38,819,388.42	30,831,036.04	30,841,443.91	30,866,726.76	36,408,084.30	36,421,342.90	36,833,073.94			
DSS TRUST	10,840.02	11,225.22	10,421.80	7,945.44	7,853.18	8,457.83	7,863.96	7,867.02			
TOURISM	94,566.42	112,323.01	34,598.95	37,789.77	63,562.84	62,965.22	82,118.77	84,228.05			
TOTAL CASH	21,682,897.59	42,879,843.89	34,605,798.69	31,896,914.80	36,882,886.82	39,887,478.96	41,888,884.36	39,387,187.91			
NO CAPITAL MANAGEMENT TRUST											
GENERAL FUND	4,277,870.75	1,899,723.08	2,463,820.47	3,434,041.53	799,262.99	388,778.82	1,320,562.88	2,578,578.02			
AIRPORT	302,412.58	302,415.15	302,417.84	302,420.21	470,423.11	470,427.11	470,431.11	470,434.72			
PROPERTY REVALUATION	721,448.63	721,454.76	721,460.89	721,466.82	721,472.75	721,478.88	721,485.01	721,490.55			
COUNTY BUDGETED TRUST FUND	158,944.13	275,575.24	275,577.51	275,579.85	275,582.12	275,584.46	275,586.80	275,588.91			
SOLID WASTE	2,589,488.05	2,589,510.87	2,589,531.98	2,589,553.82	2,589,574.94	2,589,596.77	2,589,618.80	2,589,638.32			
TOURISM	631,389.97	631,395.33	711,400.64	711,406.58	711,412.43	711,418.47	711,424.51	711,429.97			
WATER FUND	9,326,672.86	9,326,752.10	9,326,828.77	9,326,907.99	11,526,990.08	11,527,067.99	11,527,185.90	11,527,274.36			
COMMUNITY DEVELOPMENT	1,495,192.90	1,495,205.80	1,495,217.89	1,495,230.59	1,495,242.88	1,495,255.58	1,495,268.28	1,495,279.75			
INSURANCE FUND	220,807.73	220,809.81	220,811.43	220,813.31	220,815.13	220,817.01	220,818.89	220,820.58			
CAPITAL RESERVE											
SCHOOLS	7,754,728.81	8,071,721.50	8,399,278.14	8,726,404.32	4,847,454.18	4,831,239.81	5,208,004.73	5,466,378.37			
EMERGENCY TELEPHONE	429,382.14	429,385.79	429,389.32	429,402.97	429,406.50	429,410.15	429,413.80	429,417.10			
TRANSPORTATION	1,177,933.58	1,177,943.80	1,177,953.28	1,177,963.29	1,177,972.97	1,177,982.98	1,177,992.99	1,178,002.03			
CAPITAL RESERVE	1,728,095.49	1,728,095.49	1,728,124.38	1,728,139.06	1,728,153.27	1,728,167.95	1,728,182.63	1,728,195.89			
DUPON COMMONS CAPITAL RESERVE	840,549.70	840,555.14	840,560.41	840,565.85	840,571.12	840,576.56	840,582.00	840,586.91			
BNY MELLON INTEREST	1.08	1.08	981,247.98	1.08	1.08	1.08	1.08	1.08			
BNY MELLON PRINCIPAL	3.18	3.18	3.18	3.18	3.18	3.18	3.18	3.18			
TOTAL CASH	31,684,358.32	39,899,893.14	31,453,699.89	31,739,899.29	37,413,336.73	37,987,389.89	39,499,883.89	39,919,138.73			
TRUST											
BOND ACCOUNT	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00			
TOTAL CASH	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00			
GRAND TOTAL	31,689,363.32	39,904,898.14	31,458,704.89	31,744,904.29	37,418,341.73	37,992,394.89	39,504,888.89	39,924,143.73			

FEBRUARY 2022 BUDGET VS. ACTUAL						
	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
EXPENSE	30 DEBT SERVICE (DEBT SERVICE FUND FOR GENERAL GOVERNMENT FUNDS)	4,577,214.00	4,577,214.00	1,559,615.19	3,017,598.81	34%
REVENUE	31 GRANT PROJECTS	-6,113,721.50	-4,113,721.50	-62,540.00	-4,051,181.50	2%
EXPENSE	31 GRANT PROJECTS (GRANT PROJECTS NOT TIED TO A CAPITAL PROJECT)	6,113,721.50	4,122,468.50	497,595.76	3,514,187.28	12%
REVENUE	32 AMERICAN RESCUE PLAN FUNDS	0.00	-11,409,751.00	-12,450.08	-11,397,300.92	0%
EXPENSE	32 AMERICAN RESCUE PLAN FUNDS	0.00	11,409,751.00	2,134,449.07	9,275,301.93	19%
REVENUE	33 COMMUNITY DEVELOPMENT	-150,000.00	-321,465.00	-227,680.00	-93,785.00	71%
EXPENSE	33 COMMUNITY DEVELOPMENT	150,000.00	321,465.00	212,305.00	109,160.00	66%
REVENUE	34 CDBG 15 I PROJECT	-331,712.57	-662,725.00	-662,725.00	0.00	100%
EXPENSE	34 CDBG 15 I PROJECT	0.00	662,725.00	662,725.00	0.00	100%
REVENUE	35 CDBD12-C	0.00	-1,127,828.83	-1,127,828.83	0.00	100%
EXPENSE	35 CDBD12-C	0.00	1,127,828.83	1,127,828.83	0.00	100%
REVENUE	36 CDBDSSH12	0.00	-101,771.17	-101,771.17	0.00	0%
EXPENSE	36 CDBDSSH12	0.00	101,771.17	101,771.17	0.00	100%
REVENUE	42 INDUSTRIAL EXPANSION	0.00	-87,177.14	-60,315.88	-26,861.26	69%
EXPENSE	42 INDUSTRIAL EXPANSION (ECONOMIC DEVELOPMENT GRANT PROJECT FUND)	0.00	87,177.14	52,827.00	33,429.14	0%
REVENUE	43 TRANSPORTATION CAPITAL PROJECTS	0.00	0.00	-51.40	51.40	#DIV/0!
EXPENSE	43 TRANSPORTATION CAPITAL PROJECTS (TRANSPORTATION CAPITAL PROJECTS)	0.00	0.00	492.60	-492.60	0%
REVENUE	44 AIRPORT CAPITAL	-11,020,261.00	-18,172,024.10	-14,233,933.61	-3,938,090.49	78%
EXPENSE	44 AIRPORT CAPITAL	11,950,057.20	18,423,456.46	13,997,407.53	3,044,195.91	76%
REVENUE	45 CAPITAL PROJECTS	-7,356,320.31	-71,492,595.12	-69,235,481.52	-2,257,113.60	97%
EXPENSE	45 CAPITAL PROJECTS	7,222,932.31	73,000,712.55	68,143,855.39	4,333,909.16	93%

FEBRUARY 2022 BUDGET VS. ACTUAL

ACCOUNT DESCRIPTION (GENERAL GOVERNMENT CAPITAL PROJECTS)		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
REVENUE	46 WATER CAPITAL	-235,000.00	-323,625.00	-292,299.24	-31,325.76	90%
EXPENSE	46 WATER CAPITAL	235,000.00	323,625.00	292,297.17	31,327.83	90%
REVENUE	61 WATER	-3,099,599.00	-3,346,154.00	-2,582,052.30	-764,101.70	77%
EXPENSE	61 WATER	3,099,599.00	3,346,154.00	1,171,225.40	2,124,902.40	35%
REVENUE	62 WATER DEBT SERVICE	-1,097,288.00	-1,097,288.00	0.00	-1,097,288.00	0%
EXPENSE	62 WATER DEBT SERVICE	1,097,288.00	1,097,288.00	237,143.75	860,144.25	22%
REVENUE	64 TRANSPORTATION	-1,239,096.00	-1,471,725.00	-710,080.42	-761,644.58	48%
EXPENSE	64 TRANSPORTATION	1,239,096.00	1,471,725.00	486,105.49	967,709.14	33%
REVENUE	65 AIRPORT	-787,817.00	-800,817.00	-581,903.26	-218,913.74	73%
EXPENSE	65 AIRPORT	787,817.00	800,817.00	607,024.29	173,973.50	76%
REVENUE	66 SOLID WASTE	-3,529,145.00	-3,744,730.07	-2,877,869.73	-866,860.34	77%
EXPENSE	66 SOLID WASTE	3,529,145.00	3,744,730.07	2,236,208.89	841,725.11	60%
REVENUE	89 INSURANCE	-6,209,852.00	-6,209,852.00	-3,425,900.60	-2,783,951.40	55%
EXPENSE	89 INSURANCE	6,209,852.00	6,209,852.00	4,251,195.05	1,958,656.95	68%
REVENUES		-114,525,747.38	-205,594,318.91	-148,037,167.23	-57,557,151.68	
EXPENDITURES		114,990,443.01	206,187,981.41	138,114,655.07	62,588,437.44	

FEBRUARY 2022 BUDGET VS. ACTUAL

ACCOUNT DESCRIPTION (GENERAL GOVERNMENT CAPITAL PROJECTS)		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
REVENUE	46 WATER CAPITAL	-235,000.00	-323,625.00	-292,299.24	-31,325.76	90%
EXPENSE	46 WATER CAPITAL	235,000.00	323,625.00	292,297.17	31,327.83	90%
REVENUE	61 WATER	-3,099,599.00	-3,346,154.00	-2,582,052.30	-764,101.70	77%
EXPENSE	61 WATER	3,099,599.00	3,346,154.00	1,171,225.40	2,124,902.40	35%
REVENUE	62 WATER DEBT SERVICE	-1,097,288.00	-1,097,288.00	0.00	-1,097,288.00	0%
EXPENSE	62 WATER DEBT SERVICE	1,097,288.00	1,097,288.00	237,143.75	860,144.25	22%
REVENUE	64 TRANSPORTATION	-1,239,096.00	-1,471,725.00	-710,080.42	-761,644.58	48%
EXPENSE	64 TRANSPORTATION	1,239,096.00	1,471,725.00	486,105.49	967,709.14	33%
REVENUE	65 AIRPORT	-787,817.00	-800,817.00	-581,903.26	-218,913.74	73%
EXPENSE	65 AIRPORT	787,817.00	800,817.00	607,024.29	173,973.50	76%
REVENUE	66 SOLID WASTE	-3,529,145.00	-3,744,730.07	-2,877,869.73	-866,860.34	77%
EXPENSE	66 SOLID WASTE	3,529,145.00	3,744,730.07	2,236,208.89	841,725.11	60%
REVENUE	89 INSURANCE	-6,209,852.00	-6,209,852.00	-3,425,900.60	-2,783,951.40	55%
EXPENSE	89 INSURANCE	6,209,852.00	6,209,852.00	4,251,195.05	1,958,656.95	68%
REVENUES		-114,525,747.38	-205,594,318.91	-148,037,167.23	-57,557,151.68	
EXPENDITURES		114,990,443.01	206,187,981.41	138,114,655.07	62,588,437.44	

FEBRUARY 2022 BUDGET VS. ACTUAL

	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
REVENUE	10 GENERAL FUND	-61,406,178.00	-67,517,390.51	-45,899,878.69	-21,617,511.82	68%
EXPENSE	10 GENERAL FUND	61,406,178.00	67,517,390.51	35,936,757.42	29,016,886.20	53%
REVENUE	19 EMERGENCY TELEPHONE	-503,128.00	-503,128.00	-170,307.10	-332,820.90	34%
EXPENSE	19 EMERGENCY TELEPHONE (911-FUND)	503,128.00	503,128.00	270,549.01	120,078.65	54%
REVENUE	21 CAPITAL RESERVE	0.00	0.00	-113.44	113.44	#DIV/0!
EXPENSE	21 CAPITAL RESERVE (COUNTY CAPITAL RESERVE FUNDING)	0.00	0.00	0.00	0.00	#DIV/0!
REVENUE	22 SCHOOL CAPITAL	-3,156,022.00	-3,376,249.18	-1,419,744.86	-1,956,504.32	42%
EXPENSE	22 SCHOOL CAPITAL (SALES TAX REVENUE FOR PUBLIC SCHOOL CAPITAL)	3,156,022.00	3,376,249.18	1,043,384.60	2,332,864.58	31%
REVENUE	24 AUTOMATION PRESERVATION	-19,000.00	-19,000.00	-7,484.44	-11,515.56	39%
EXPENSE	24 AUTOMATION PRESERVATION (ROD AUTOMATION AND PRESERVATION RESERVE G.S. § 161-11.3)	19,000.00	19,000.00	2,845.17	4,298.32	15%
REVENUE	25 PROPERTY REVALUATION	-350,542.00	-399,602.00	-48.05	-399,553.95	0%
EXPENSE	25 PROPERTY REVALUATION (REAPPRAISAL RESERVE G.S. § 153A-150)	350,542.00	399,602.00	209,892.01	170,499.67	53%
REVENUE	26 ECONOMIC DEVELOPMENT	0.00	-200,000.00	-269,338.16	69,338.16	135%
EXPENSE	26 ECONOMIC DEVELOPMENT (COMMUNITY DEVELOPMENT LOANS)	0.00	200,000.00	200,000.00	0.00	100%
REVENUE	27 SCHOOL PLANNING ALLOCATION	0.00	-1,174,634.29	0.00	-1,174,634.29	0%
EXPENSE	27 SCHOOL PLANNING ALLOCATION (LOTTERY FUNDING FOR PUBLIC SCHOOL CAPITAL)	0.00	0.00	57,729.01	-57,729.01	#DIV/0!
REVENUE	28 FIRE TAX	-3,093,040.00	-3,093,040.00	-2,364,767.35	-728,272.65	76%
EXPENSE	28 FIRE TAX	3,093,040.00	3,093,040.00	2,512,755.30	580,284.70	81%
REVENUE	29 TOURISM	-250,811.00	-250,811.00	-150,944.26	-99,866.74	60%
EXPENSE	29 TOURISM	250,811.00	250,811.00	108,669.97	135,525.52	43%
REVENUE	30 DEBT SERVICE	-4,577,214.00	-4,577,214.00	-1,559,657.84	-3,017,556.16	34%

FEBRUARY 2022 BUDGET VS. ACTUAL

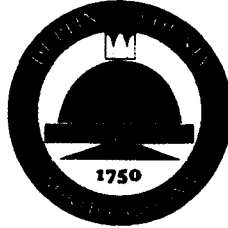
	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
EXPENSE	30 DEBT SERVICE (DEBT SERVICE FUND FOR GENERAL GOVERNMENT FUNDS)	4,577,214.00	4,577,214.00	1,559,615.19	3,017,598.81	34%
REVENUE	31 GRANT PROJECTS	-6,113,721.50	-4,113,721.50	-62,540.00	-4,051,181.50	2%
EXPENSE	31 GRANT PROJECTS (GRANT PROJECTS NOT TIED TO A CAPITAL PROJECT)	6,113,721.50	4,122,468.50	497,595.76	3,514,187.28	12%
REVENUE	32 AMERICAN RESCUE PLAN FUNDS	0.00	-11,409,751.00	-12,450.08	-11,397,300.92	0%
EXPENSE	32 AMERICAN RESCUE PLAN FUNDS	0.00	11,409,751.00	2,134,449.07	9,275,301.93	19%
REVENUE	33 COMMUNITY DEVELOPMENT	-150,000.00	-321,465.00	-227,680.00	-93,785.00	71%
EXPENSE	33 COMMUNITY DEVELOPMENT	150,000.00	321,465.00	212,305.00	109,160.00	66%
REVENUE	34 CDBG 15 I PROJECT	-331,712.57	-662,725.00	-662,725.00	0.00	100%
EXPENSE	34 CDBG 15 I PROJECT	0.00	662,725.00	662,725.00	0.00	100%
REVENUE	35 CDBG12-C	0.00	-1,127,828.83	-1,127,828.83	0.00	100%
EXPENSE	35 CDBG12-C	0.00	1,127,828.83	1,127,828.83	0.00	100%
REVENUE	36 CDBGSSH12	0.00	-101,771.17	-101,771.17	0.00	0%
EXPENSE	36 CDBGSSH12	0.00	101,771.17	101,771.17	0.00	100%
REVENUE	42 INDUSTRIAL EXPANSION	0.00	-87,177.14	-60,315.88	-26,861.26	69%
EXPENSE	42 INDUSTRIAL EXPANSION (ECONOMIC DEVELOPMENT GRANT PROJECT FUND)	0.00	87,177.14	52,827.00	33,429.14	0%
REVENUE	43 TRANSPORTATION CAPITAL PROJECTS	0.00	0.00	-51.40	51.40	#DIV/0!
EXPENSE	43 TRANSPORTATION CAPITAL PROJECTS (TRANSPORTATION CAPITAL PROJECTS)	0.00	0.00	492.60	-492.60	0%
REVENUE	44 AIRPORT CAPITAL	-11,020,261.00	-18,172,024.10	-14,233,933.61	-3,938,090.49	78%
EXPENSE	44 AIRPORT CAPITAL	11,950,057.20	18,423,456.46	13,997,407.53	3,044,195.91	76%
REVENUE	45 CAPITAL PROJECTS	-7,356,320.31	-71,492,595.12	-69,235,481.52	-2,257,113.60	97%
EXPENSE	45 CAPITAL PROJECTS	7,222,932.31	73,000,712.55	68,143,855.39	4,333,909.16	93%

100-107

THIS PAGE LEFT BLANK INTENTIONALLY

RESOLUTION 2022 - 24

County of Duplin
Office of the County Commissioners



PROCLAMATION
PUBLIC HEALTH WEEK 2022

State of North Carolina

County of Duplin

WHEREAS, the Duplin County public health workforce is a critical component of our emergency response to natural and man-made disasters and widespread disease outbreaks in our county, including COVID-19; and

WHEREAS, our county and state public health workers have been courageous, inventive and tireless in their work to protect our residents from the threats of the COVID-19 pandemic, while continuing to perform their other essential public health functions, often times at the risk of their own safety and health; and

WHEREAS, public health measures to control and eliminate infectious diseases, improve environmental sanitation, and promote healthy lifestyle practices have been the greatest cause of improved health status and increased life expectancy for the residents of our County and all North Carolina's residents/; and

WHEREAS, public health plays a critical role advancing health equity and preventing chronic diseases and injuries, resulting in improved productivity and decreased health care costs for all North Carolinians; and

WHEREAS, the Duplin County Board of Health is committed to a continued emphasis on prevention in public health, and to helping our county and all North Carolina reach a better state of health through actions outlined in the Healthy North Carolina 2030 objectives; and

WHEREAS, communities, local health departments, employers, hospitals and health care providers, individuals and families, insurers, county leaders and policy makers, faith-based communities, and schools and child care facilities must work together to identify and develop innovative solutions to health problems facing the people of Duplin County; and

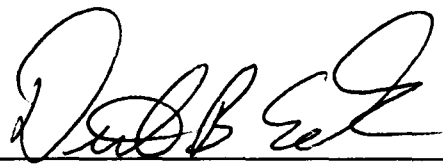
WHEREAS, the Duplin County Board of Health/Commissioners encourages all residents to recognize that public health is working to ensure that all residents are protected from threats such as COVID-19, influenza, foodborne disease, injury, and chronic diseases such as diabetes, heart disease, and asthma;

WHEREAS, April 4-10, 2022, has been designated as NATIONAL PUBLIC HEALTH WEEK;

NOW, THEREFORE, WE, THE MEMBERS OF THE DUPLIN COUNTY BOARD OF HEALTH AND THE MEMBERS OF THE DUPLIN COUNTY BOARD OF COMISSIONERS in regular session, do hereby **UNANIMOUSLY PROCLAIM** that **April 4-10, 2022**, shall be designated as **"PUBLIC HEALTH WEEK"** in Duplin County, and commend its observance to all county residents and convey our deepest gratitude to those public health professionals who serve our county every day.

Adopted this the 21ST day of March, 2022.


Leigh Warrick Gurley, PharmD, Chair
Duplin County Board of Health


Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

Attest: 
Davis H. Brinson
Clerk to the Board of Commissioners

THIS PAGE LEFT BLANK INTENTIONALLY