



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, June 20th, 2022

224 Seminary Street

Kenansville, N.C. 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, June 20th, 2022 in the Commissioners 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. Davis H. Brinson, County Manager/Clerk to the Board; Trisha-Ann Hoskins, Administrative Officer/ Deputy 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 Warsaw Mayor the Rev. A J Connors. 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 Thompson, carried unanimously to approve the meeting agenda.

Approval of the Minutes – Governing Body

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the minutes of the June 6th, 2022 Board of Commissioners meeting as presented.

REGULAR MEETING AGENDA

CONSENT AGENDA

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the consent agenda which consisted of: Budget Amendment Journal Entry Report; Tax and Solid Waste Releases- #19357- 19369; Request to Surplus Thirteen (13) Shotguns and Two (2) Rifles in the Sheriff's Office's Inventory; Order to Gary M. Rose, Duplin County Tax Collector, to Collect the 2022 Taxes.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA

Public Comments

Warsaw Mayor A J Connors appeared before the Board to address the issue of domestic animals that are not being picked up by Duplin County Animal Services due to the town ordinances differing throughout each respective town in the county. The Mayor asked that the County Manager work with municipal officials to find a solution to the issue.

Commissioner Branch commented to the Board that he had attended a series of meetings of local officials put together by the American Flood Coalition in Washington, D.C. last week. He advised that he had come away from the meetings with some knowledge that he thought would be a benefit for the Commissioners and the County's leadership regarding the issues the County contends with regarding flooding, especially during hurricane season. He advised that he would be sharing what he learned with Commissioners and other in the County in the near future.

End Public Comments

Mark Casey, EMS Training Officer, and Dr. Jon Kornegay, EMS Medical Director, appeared before the Board to present the Life Saving Award to the following Emergency Services personnel for their involvement in saving the life of a cardiac arrest patient, Faison resident, 17 year old Cameron Barksdale: Paramedic Chris Jackson; EMT Kassi Turnage; Paramedic Lea Meeks; EMS Director Brandon McMahon; Faison First Responder Alex Chilel; Faison First Responder Madison Kennedy; Faison First Responder Luis Olivos; Faison First Responder Davis Powell; Faison First Responder Josh Taylor; Faison First Responder Robert McCarty; Faison First Responder Mike Singleton; & Faison First Responder Chase King.

Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to request the Board adopt the Duplin County Fiscal Year (FY) 2022-23 Budget Ordinance. Mr. Brinson informed the Board that the Fiscal Year (FY) 22-23 General Fund Budget of \$66,747,907 was in balance with a tax rate of \$.715 per \$100 of assessed valuation plus a \$.02 per \$100 assessed valuation to be placed in a capital reserve fund for a total tax rate of \$.735. The enterprise funds and other special funds were also in balance. The appropriation from the Fund Balance of the General Fund is \$2,753,796. The amount the County will be budgeting from fund balance in FY 22-23 is \$175,991 or 6% less than was appropriated in FY 21-22.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to adopt the Fiscal Year (FY) 2022-23 Duplin County Budget Ordinance.

Joe McKemey, PE, McDavid Associates, appeared before the Board regarding the Water Department Supervisory Control and Data Acquisition (SCADA) System replacement project. Proposals for the SCADA System Replacement Project were received on May 24, 2022. The evaluation committee met with both proposers and reviewed both proposals. The evaluation committee selected to move forward with the proposal from Custom Controls Unlimited, LLC. McDavid Associates, Inc. recommended award of the contract to Custom Controls Unlimited, LLC and prepared a balanced budget for the project which was given to the Board. The County Manager recommended that the project be funded from the Water Department's enterprise fund balance in the amount of \$2,014,237.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve Resolution Establishing Capital Project Budget Ordinance and Awarding Construction Contract which approves the Memorandum of Proposal Negotiations for the Water Department SCADA System Replacement Project.

Melisa Brown, Director of Senior Services, appeared before the Board to present a grant award. The agency received a notice of grant award allocation of \$520,114; in Home Community Care Block Grant (HCCBG) funds for Fiscal Year 22-23. The HCCBG total is \$468,103 with a required county match (cash; in-kind) of \$52,011 = \$520,114. The Board

was advised that these grant funds will be utilized in the following programs for seniors: congregate nutrition, home delivered meals, housing home improvement (build wheelchair ramps), and in-home aide program.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to accept the Home Community Care Block Grant funds for Fiscal Year (FY) 22-23 in the amount of \$468,103 on behalf of the Senior Services Department, and to authorize Director Melisa S. Brown to sign the contract on behalf of the County.

Angie Quinn, Soil & Water Conservation District Supervisor, appeared before the Board to request the Board accept the proposal from Jimmy Droze of J & J Environmental, in the amount of \$249,000.00 to clean out trees and other debris and obstructions from the flow area of the Rockfish Creek2 channel.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to award Jimmy Droze of J & J Environmental, the contract for stream debris removal (clearing and snagging) project within Rockfish Creek2, in the amount of \$249,000.00.

Angie Quinn, Soil & Water Conservation District Supervisor, appeared before the Board to request the Board accept the proposal from Douglas Sholar of D & D Construction, LLC, for the annual maintenance repairs on laterals and drainageways within the Limestone and Muddy Creek Watershed projects in the amount of \$77,890.00.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to award Douglas Sholar of D & D Construction, LLC the Annual Maintenance Contract for the Limestone and Muddy Creek Watershed projects in the amount of \$77,890.00.

Angie Quinn, Soil & Water Conservation District Supervisor, appeared before the Board to request the Board accept the proposal from Hank Bond of Han-Dy-Land Farms, for the annual mowing on the main and lateral travelways and drainageways within the Limestone and Muddy Creek Watershed projects in the amount of \$49,800.00.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to award Hank Bond of Han-Dy-Land Farms the Annual Mowing Contract for the Limestone and Muddy Creek Watershed projects in the amount of \$49,800.00.

Angie Quinn, Soil & Water Conservation District Supervisor, appeared before the Board to request the Board accept a grant opportunity through the NC Foundation of Soil and Water Conservation for Innovations in Animal Waste Management. Mrs. Quinn explained that the purpose of the program is to support new technology development of low-cost passive solar waste drying systems to assist farmers with addressing issues with handling bulky, wet manures as well as to facilitate transfers of manure from areas which have heavy nutrient buildup. The project, in addition to field testing the final product for nutrient content and viability as a fertilizer amendment, will also review the economics of the system to make a business case for the product. Each Soil & Water Conservation District is eligible for up to \$6,000.00 in funding.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to accept the Promoting Innovations in Animal Waste Management Phase II NRCS- Conservation Innovation Grant in the amount of \$6,000.00 on behalf of the Duplin County Soil & Water Conservation District.

Angie Quinn, Soil & Water Conservation District Supervisor, appeared before the Board to request the Board accept a funding opportunity through USDA- Natural Resources Conservation Service for a dam assessment on Cabin Lake Dam in the amount of \$30,000.00. The NC Dept. of Environmental Quality's Division of Energy, Mineral and Land Resources recently inspected the Limestone Creek Watershed Dam 1 (Cabin Lake Dam) and made some recommendations and precautionary actions due to concerns with the division has regarding wave erosion on the upstream face of the dam. A recommendation has been made

that the County repair the noted conditions under the direction of an engineer. The County Manager requested that the Soil & Water Conservation District explore possible grant and/or other funding sources to assist with the cost of an assessment of the situation by an engineer and for any subsequent recommended repairs that may be required. A grant in the amount of \$30,000.00 has been identified and secured through the USDA Natural Resources Conservation Service (NRCS) to assess the condition of dam at Cabin Lake.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to accept funding in the amount of \$30,000 on behalf of the Duplin County Soil & Water Conservation District from USDA NRCS for an assessment of the Cabin Lake Dam.

Joe Newburn, Animal Services, and Elizabeth Stalls, County Planner appeared before the Board to present a request for a budget amendment for the Duplin County Animal Care, Control & Adoption Facility. The Duplin County Animal Shelter is antiquated and too small to meet the current operational needs of the County. This fact was brought to the Board of Commissioners attention in early 2018 by the Animal Advisory Board. In response, the Board committed to allowing a new facility to be constructed on the Campus of Duplin Commons. In April 2020, the USDA awarded a \$1 million REDLG loan and Tri-County EMC awarded another \$300K loan. In August 2020, the Board granted its' permission to advertise for requests for qualifications for architectural and engineering services for the design of a new animal care, control and adoption facility. DWG Architects was selected to design the facility in October 2020 and estimated that the new facility would cost \$2.5 million. At the Board's annual budget retreat in February 2021, the Board approved an appropriation of the additional funding needed to fund the \$2.5 million estimate as well as another \$200K needed for match the REDLG loan bringing the total project budget to \$2,748,534. DWG put the project out for bid in September 2021. The bids opened in October 2021 were all over budget with the lowest bid coming in at \$3,672,000. DWG and the County Manager agreed that the project should be put on hold and rebid in early 2022 with the hopes that by then the elevated construction prices being blamed on material and labor shortages would have decreased. DWG again put the project out for bids in March 2022. At the bid opening held on April 14, 2022, the lowest total base bid for site work; building; electrical; mechanical HVAC and mechanical plumbing came in at \$3,576,000; with an additional \$194,000 needed for alternates (a generator and K9grass). After negotiations between the contractor, Quadrant Construction and our architectural firm DWG, \$146,718.00 in cost reductions were identified through value engineering. Thus, the total project construction costs are \$3,623,282.00. This is in addition to this amount to date the County has spent \$182,333 on the project (architect, surveyor, etc.) and still have a balance due DWG Architects of \$135,522. This brings the total estimated project budget to \$3,941,137. It is requested that the Board approve an additional allocation from the County's capital projects reserve fund in the amount of \$1,192,604 in order for construction to begin at the earliest possible date.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the Budget Amendment allocating an additional \$1,192,604 from the County's capital reserve fund for the construction of a new Duplin County Animal Care, Control & Adoption Facility.

Elizabeth Stalls, County Planner, and Ryan Cox of Insight Planning & Development, appeared before the board to conduct a public hearing on the Duplin County Land Use Plan. The General Assembly enacted legislation — S.L. 2020-25 (S. 720) — making Chapter 160D effective on June 19, 2020. Pursuant to NCGS § 160D-501, cities and counties that have zoning ordinances must have an up-to-date comprehensive plan or land use plan by July 1, 2022. Duplin County does not have county-wide zoning, but we do have zoning around the airport, making this requirement applicable to our county. The Duplin County Planning Board has been coordinating with Insight Planning & Development to develop a Land Use Plan to adopt by the July 1, 2022, deadline. Insight Planning & Development presented the draft Duplin County Land Use Plan to the Duplin County Planning Board on June 14, 2022, and the Planning Board voted to recommend adoption of the plan by the Board of County Commissioners. The required Notice of Public Hearing was published in The Duplin Times twice, on June 9th and 16th, 2022.

Commissioner Edwards opens the Public Hearing

Angela Mainor, of Warsaw, appeared before the Board in public comments to inquire who did the land use plan for the towns, and if the Board was going to require each town to create their own land use plan and how they were going to aid in supporting this action before the deadline. Mr. Cox and Mrs. Stalls explained that the State is requiring each municipality with zoning to update their own land use plans and that the County would not be assisting them. It was further explained that the County had contracted with Insight Planning & Development to develop its plan.

Commissioner Edwards closes the Public Hearing

Elizabeth Stalls, County Planner, & Ryan Cox, Insight Planning & Development, appeared before the board to request the adoption of the Land use Plan. The General Assembly enacted legislation — S.L. 2020-25 (S. 720) — making Chapter 160D effective on June 19, 2020. Pursuant to N.C.G.S. 160D-501, cities and counties that have zoning ordinances must have an up-to-date comprehensive plan or land use plan by July 1, 2022. Duplin County does not have county-wide zoning, but we do have zoning around the airport, making this requirement applicable to our county. The Duplin County Planning Board has been coordinating with Insight Planning & Development to develop a Land Use Plan to adopt by the July 1, 2022, deadline. Insight Planning & Development presented the Duplin County Land Use Plan to the Duplin County Planning Board on June 14, 2022, and the Planning Board voted to recommend adoption of the plan by the Board of County Commissioners. The required Notice of Public Hearing was published in The Duplin Times twice, on June 9th and 16th, 2022. A Public Hearing was held immediately before the adoption of the Land Use Plan.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to adopt the Duplin County Land Use Plan & to authorize the Chairman to sign the Adoption Resolution.

Davis H. Brinson, County Manager/Clerk to the Board, appeared to make general announcements and/or updates.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to leave open session and go into closed session for Legal matters pursuant to NCGS § 143-318.11 (a) (3) and Economic Development Matters pursuant to NCGS § 143-318.11 (a) (4).

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to leave closed session and return to open session.

Carrie Shields, Economic Development Director, appeared to address the Board regarding Project ACC, a cabinet manufacturing company that wishes to relocate to Duplin County. She advised that the company has been awarded \$425,000 from a One NC Grant. One of the requirements of the grant is that the County provide a \$1 match for every \$3 the State of NC's provides. Ms. Shields requested that the Board approve a motion to allow the Duplin County Economic Development Commission to enter into a performance agreement with Project ACC and to allow the Chairman to sign the application. No additional appropriation was requested as the funds for the match will be funded from within the Economic Development Department's budget.

Motion was to approve to allow Duplin County Economic Development Commission to enter into a performance agreement with Project ACC and the Chairman be allowed to sign the One NC Grant application.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to adjourn until Tuesday, July 5th, 2022 at 6:00 p.m. for a Commissioners Meeting at the Administrative Building located at 224 Seminary Street in Kenansville, N.C.

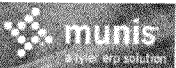
Davis H. Brinson

Davis H. Brinson
Clerk to the Board



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	12	18	BUA	06/01/2022	06/01/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4950	43110					T					226.95
2	4950	42600					T			212.77		
3	4950	43540					T			14.18		
							SOFTWARE MAINTENANCE					
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	12	20	BUA	06/01/2022	06/01/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	6160	43031					T					9,500.00
2	6160	44026					T			9,500.00		
							Event Exp-Concert					
** 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	12	35	BUA	06/02/2022	06/02/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	5600	43290					T					100.00
2	5600	42200					T			100.00		
							FOOD					
** 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	12	42	BUA	06/02/2022	06/02/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	12	42	BUA	06/02/2022	06/02/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4320	43520					T					5,900.00
								REPAIRS & MAINTENANCE	EQUIPME			
2	4320	43510					T			5,900.00		
								REPAIRS	BUILDING AND GROUNDS			
** 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	12	80	BUA	06/06/2022	06/06/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4170	43991					T					600.06
								OTHER ELECTIONS COST				
2	4170	44300					T			600.06		
								RENT				
3	7400	43542					T					757.00
								REPAIRS	COLLECTION SITES			
4	7400	43510					T			757.00		
								REPAIRS	BUILDING AND GROUNDS			
5	4530	43510					T					450.00
								REPAIRS	BUILDING AND GROUNDS			
6	4530	42980					T			120.00		
								PROGRAM SUPPLIES				
7	4530	44910					T			330.00		
								DUES AND SUBSCRIPTIONS				
8	4952	42381					T					79.00
								EDUCATIONAL SUPPLIES				
9	4952	42600					T					84.02
								OFFICE SUPPLIES				
10	4952	43110					T					341.21
								TRAVEL				
11	4952	40121					T			500.14		
								SALARIES				
12	4952	43540					T			4.09		
								SOFTWARE MAINTENANCE				
** JOURNAL TOTAL										0.00	0.00	

Duplin County, NC



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	12	112	BUA	06/07/2022	06/07/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	5175	41990					T					750.00
2	5164	42370					T					1,182.70
3	5175	43540					T		750.00			
4	5164	42410					T		1,182.70			
							PHARMACY					
** 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	12	119	BUA	06/07/2022	06/07/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4230	43111					T					1,749.00
2	4230	43520					T					950.00
3	4230	42600					T					
4	5177	40121					T					453.58
5	5177	40181					T					34.68
6	5177	41860					T					76.09
7	5177	42980					T					.03
8	5177	43911					T					
							ADVERTISING			564.38		
** JOURNAL TOTAL										0.00	0.00	

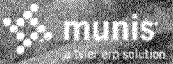
Duplin County, NC



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	12	135	BUA	06/07/2022	06/07/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
							ACCOUNT DESCRIPTION					
1	5155	40183					T					7,256.25
2	5165	40183					T					743.45
3	5155	41990					T			7,256.25		
4	5165	41990					T			743.45		
							PROFESSIONAL SERVICES					
							PROFESSIONAL SERVICES					
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	12	150	BUA	06/07/2022	06/07/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
							ACCOUNT DESCRIPTION					
1	5600	43290					T					170.00
2	5600	43210					T			170.00		
3	4314	43541					T					1,000.00
4	4314	43520					T			1,000.00		
5	5163	41990					T					1,662.80
6	5164	43250					T					1,582.00
7	5163	42013					T			1,662.80		
8	5164	42013					T			1,582.00		
9	4314	43520					T					964.42
10	4314	42500					T			18.03		
11	4314	43160					T			29.57		
12	4314	43300					T			916.82		
							UTILITIES					
** JOURNAL TOTAL										0.00	0.00	

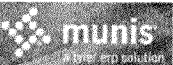
Duplin County, NC



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	12	158	BUA	06/08/2022	06/08/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4314	43541					T				500.00	
2	4314	43520					T	REPAIRS	SIGNS	500.00		
3	4350	49911					T	REPAIRS & MAINTENANCE	EQUIPME			1,000.00
4	4350	42500					T	RESTRICTED TO BLD INSPSL 20151			1,000.00	
5	4350	42600					T	VEHICLE GASOLINE				
6	4350	43510					T	OFFICE SUPPLIES				300.00
7	4350	44300					T	REPAIRS	BUILDING AND GROUNDS			200.00
8	4350	44300					T					100.00
9	4350	42724					T	RENT				
10	4350	42724					T	CREDIT CARD CHARGES			500.00	
11	4350	43540					T	SOFTWARE MAINTENANCE			100.00	
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	12	169	BUA	06/08/2022	06/08/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	5300	40121					T					7,000.00
2	5300	41990					T	SALARIES			7,000.00	
3	5300	41990					T	PROFESSIONAL SERVICES				
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	12	214	BUA	06/09/2022	06/09/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												

Duplin County, NC



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2022	12	214	BUA	06/09/2022	06/09/2022	062022	chelsey.lanier	1	N	Hist	2022		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	6160	43520					T					1,193.00	
2	6160	42500					T	REPAIRS & MAINTENANCE	EQUIPME			110.00	
3	6160	42500					T	VEHICLE GASOLINE				40.00	
4	6160	42600					T	VEHICLE GASOLINE			890.00		
5	6160	40182					T	OFFICE SUPPLIES			160.00		
6	6160	42724					T	RETIREMENT			143.00		
7	6160	40181					T	CREDIT CARD CHARGES			110.00		
8	6160	43210					T	SOCIAL SECURITY			40.00		
							T	TELEPHONE					
** 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	12	237	BUA	06/10/2022	06/10/2022	062022	chelsey.lanier	1	N	Hist	2022		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	5114	42980					T					1,050.00	
2	5163	41990					T	PROGRAM SUPPLIES				1,050.00	
3	5114	43911					T	PROFESSIONAL SERVICES			1,050.00		
4	5163	43911					T	ADVERTISING			1,050.00		
5	4270	42120					T	ADVERTISING				650.00	
6	4270	42100					T	UNIFORMS			500.00		
7	4270	42500					T	HOUSEKEEPING			100.00		
8	4270	42600					T	VEHICLE GASOLINE			50.00		
							T	OFFICE SUPPLIES					

Duplin County, NC



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	12	237	BUA	06/10/2022	06/10/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
9	7100	42600					T					2,700.00
10	7100	42490					T					1,800.00
11	7100	42500					T				4,500.00	
							VEHICLE GASOLINE					
** 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	12	246	BUA	06/13/2022	06/13/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	7131	43503					T					1,500.00
2	7131	42004					T			1,500.00		
							SEWER REPAIRS					
							SEWER TREATMENT					
** 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	12	262	BUA	06/13/2022	06/13/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4530	43911					T					12.00
2	4530	40181					T			11.00		
3	4530	43540					T			1.00		
4	4960	43110					T					200.00
5	4960	42980					T			200.00		
6	7400	43542					T					100.00
							REPAIRS COLLECTION SITES					

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Duplin County, NC



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2022	12	262	BUA	06/13/2022	06/13/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
7	7400	43520					T				100.00	
							REPAIRS & MAINTENANCE EQUIPME					
** 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	12	285	BUA	06/14/2022	06/14/2022	062022	chelsey.lanier	1	N	Hist	2022		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	4950	42980					T					130.00	
2	4950	42100					T					140.04	
3	4950	42600					T				130.00		
4	4950	42500					T				140.04		
5	5111	43540					T					5,090.13	
6	5111	41860					T				3,935.06		
7	5111	41990					T				584.12		
8	5111	42500					T				379.82		
9	5111	43110					T				76.13		
10	5111	43510					T				115.00		
							REPAIRS	BUILDING AND GROUNDS					
** 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	12	295	BUA	06/15/2022	06/15/2022	062022	chelsey.lanier	1	N	Hist	2022	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT DESCRIPTION												

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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2022	12	295	BUA	06/15/2022	06/15/2022	062022	chelsey.lanier	1	N	Hist	2022		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE	DESCRIPTION		DEBIT	CREDIT	OB
									ACCOUNT DESCRIPTION				
1	4130	43250					T		POSTAGE			193.00	
2	4130	42600					T		OFFICE SUPPLIES		193.00		
3	4260	43110					T		TRAVEL			65.00	
4	4260	43300					T		UTILITIES			270.00	
5	4160	43300					T		UTILITIES			900.00	
6	4260	43300					T		UTILITIES		35.00		
7	4260	43210					T		TELEPHONE		300.00		
8	4160	42100					T		HOUSEKEEPING		700.00		
9	4160	43210					T		TELEPHONE		200.00		
** JOURNAL TOTAL											0.00	0.00	
** GRAND TOTAL											0.00	0.00	

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

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RELEASE DATE JUNE 20, 2022														
RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
19357	PO-BOY TRUCKING LLC	09	071		2021	6561407	\$ 39.33	\$ 1.10	\$ 16.50		\$ 5.69		\$ 62.62	TRAILER NOT OWNED SINCE 2018
19358	PO-BOY TRUCKING LLC	09	071		2020	6561407	\$ 39.33	\$ 1.10	\$ 16.50		\$ 5.69		\$ 62.62	TRAILER NOT OWNED SINCE 2018
19359	PO-BOY TRUCKING LLC	09	071		2019	6561407	\$ 157.30	\$ 4.40	\$ 66.00		\$ 22.77		\$ 250.47	TRAILER NOT OWNED SINCE 2018
19360	PATRICK STUART HAGERTY	09	071		2021	3418238	\$ 2.72	\$ 0.08	\$ 1.14		\$ 0.39		\$ 4.33	TRAILER NOT OWNED SINCE 2011
19361	PATRICK STUART HAGERTY	09	071		2020	3418238	\$ 2.72	\$ 0.08	\$ 1.14				\$ 3.94	TRAILER NOT OWNED SINCE 2011
19362	PATRICK STUART HAGERTY	09			2019	3418238	\$ 10.89	\$ 0.30					\$ 11.19	TRAILER NOT OWNED SINCE 2011
19363	PATRICK STUART HAGERTY	09	071		2018	3418238	\$ 10.89		\$ 4.57		\$ 1.55		\$ 17.61	TRAILER NOT OWNED SINCE 2011
19364	PATRICK STUART HAGERTY	09	071		2017	3418238	\$ 11.14		\$ 4.81				\$ 15.95	TRAILER NOT OWNED SINCE 2011
19365	PATRICK STUART HAGERTY	09	071		2016	3418238	\$ 12.32		\$ 5.06				\$ 17.38	TRAILER NOT OWNED SINCE 2011
19366	PATRICK STUART HAGERTY	09			2015	3418238	\$ 12.32						\$ 12.32	TRAILER NOT OWNED SINCE 2011
19367	LEMON JUSTICE SMITH & WIFE MARYLAND	13	072		2021	8004990	\$ 2.15	\$ 0.06	\$ 1.41		\$ 0.36		\$ 3.98	BUSINESS CLOSED - OWNERS DECEASED
19368	LEMON JUSTICE SMITH & WIFE MARYLAND	13	072		2020	8004990	\$ 2.15	\$ 0.06	\$ 1.41		\$ 0.36		\$ 3.98	BUSINESS CLOSED - OWNERS DECEASED
19369	LEMON JUSTICE SMITH & WIFE MARYLAND	13	072		2019	8004990	\$ 2.15	\$ 0.06	\$ 1.41		\$ 0.36		\$ 3.98	BUSINESS CLOSED - OWNERS DECEASED
GRAND TOTAL							\$ 305.41	\$ 7.24	\$ 119.95	\$ -	\$ 37.17	\$ -	\$ 469.77	
SUBMITTED BY:		FINAL APPROVAL BY:				DATE APPROVED: June 20, 2022								

MEMO

TO: Davis Brinson (Duplin County Manager)
FROM: Blake Wallace (Duplin County Sheriff)
DATE: 06-13-2022

SUBJECT: Consent Agenda/Surplus of Weapons

The Duplin County Sheriff's Office would like to surplus the below listed firearms due to their age and condition. I would like to have this request placed on the next Board meeting under the Consent Agenda. The following thirteen shotguns and two rifles described below by make, model, and serial number will be traded in with AmChar Wholesale, Inc. located in Wilmington, N.C. where the fair market value of the weapons will be credited to the Sheriff's Office for future purchases.

<u>Make</u>	<u>Model</u>	<u>Serial Number</u>
Remington	870	A041376M
Remington	870	S935036V
Remington	870	X076816M
Remington	870	X076821M
Remington	870	X076824M
Remington	870	X076828M
Remington	870	X076829M
Remington	870	X076834M
Remington	870	X076840M
Remington	870	X076842M
Remington	870	X076843M
Remington	870	X076853M
Remington	870	X076862M

MEMO

<u>Make</u>	<u>Model</u>	<u>Serial Number</u>
Sturm, Ruger	Mini14	180-82427
Sturm, Ruger	Mini14	188-29308

AmChar is a Class III licensed firearms dealer that specializes in Law Enforcement transactions and sales. There will be no fees incurred by the Sheriff's Office as they will be providing the Sheriff's Office with credit for the Firearms.

County of Duplin
Office of the County Commissioners



**ORDER TO
GARY M. ROSE,
DUPLIN COUNTY TAX COLLECTOR,
TO COLLECT THE 2022 TAXES**

**State of North Carolina
County of Duplin**

To: Gary M. Rose, Duplin County Tax Collector

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the Tax Office of Duplin County and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Duplin, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal this 20th day of June, 2022.

Dexter B. Edwards
Chairman, Board of Commissioners of Duplin County
(Seal)

Attest:

Davis H. Brinson,
Clerk of Board of Commissioners of Duplin County

County of Duplin
Office of the County Commissioners



**ORDER TO
GARY M. ROSE,
DUPLIN COUNTY TAX COLLECTOR,
TO COLLECT THE 2022 TAXES**

**State of North Carolina
County of Duplin**

To: Gary M. Rose, Duplin County Tax Collector

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the Tax Office of Duplin County and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Duplin, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

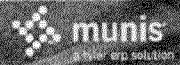
Witness my hand and official seal this 20th day of June, 2022.

Dexter B. Edwards
Chairman, Board of Commissioners of Duplin County
(Seal)

Attest:

Davis H. Brinson,
Clerk of Board of Commissioners of Duplin County

Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
ACCOUNT		LINE DESCRIPTION							
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022 12	217 06/21/2022			BUA 062022C	1 2				
1	5155	40183	WIC-NUTRITION EDUCATION	HOSPITAL INSURANCE		19,031.75	-5,000.00	14,031.75	
	10-50-5100-5155-000-40183					06/21/2022			
2	5155	40121	WIC-NUTRITION EDUCATION	SALARIES		69,890.50	-3,298.76	66,591.74	
	10-50-5100-5155-000-40121					06/21/2022			
3	5156	40121	WIC-BREASTFEEDING PROMOTION	SALARIES		12,146.00	-778.40	11,367.60	
	10-50-5100-5156-000-40121					06/21/2022			
4	5156	40181	WIC-BREASTFEEDING PROMOTION	SOCIAL SECURITY		1,068.00	-212.08	855.92	
	10-50-5100-5156-000-40181					06/21/2022			
5	5156	40182	WIC-BREASTFEEDING PROMOTION	RETIREMENT		1,338.00	-60.19	1,277.81	
	10-50-5100-5156-000-40182					06/21/2022			
6	5156	40183	WIC-BREASTFEEDING PROMOTION	HOSPITAL INSURANCE		1,957.00	-62.10	1,894.90	
	10-50-5100-5156-000-40183					06/21/2022			
7	5165	40183	WIC-CLIENT SERVICES	HOSPITAL INSURANCE		41,317.55	-2,371.08	38,946.47	
	10-50-5100-5165-000-40183					06/21/2022			
8	5110	40121	HEALTH	SALARIES		210,829.54	-72.94	210,756.60	
	10-50-5100-5110-000-40121					06/21/2022			
9	5155	41990	WIC-NUTRITION EDUCATION	PROFESSIONAL SERVICES		47,478.75	8,298.76	55,777.51	
	10-50-5100-5155-000-41990					06/21/2022			
10	5156	41990	WIC-BREASTFEEDING PROMOTION	PROFESSIONAL SERVICES		.00	1,185.54	1,185.54	
	10-50-5100-5156-000-41990					06/21/2022			
11	5156	40184	WIC-BREASTFEEDING PROMOTION	Life Insurance		4.51	.17	4.68	
	10-50-5100-5156-000-40184					06/21/2022			
12	5165	41990	WIC-CLIENT SERVICES	PROFESSIONAL SERVICES		29,201.05	2,371.08	31,572.13	
	10-50-5100-5165-000-41990					06/21/2022			
** JOURNAL TOTAL							0.00		
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022 12	263 06/21/2022			BUA 062022C	1 2				
1	7400	40121	COLLECTION AND DISPOSAL	SALARIES		931,138.00	-8,000.00	923,138.00	
	66-70-7400-0000-000-40121					06/21/2022			

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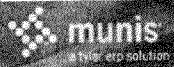


BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT		LINE DESCRIPTION						
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2022	12	263 06/21/2022			BUA 062022C	1 1		
2	7400	40181	COLLECTION AND DISPOSAL	SOCIAL SECURITY		71,822.00	-3,000.00	68,822.00
	66-70-7400-0000-000-40181					06/21/2022		
3	7400	40182	COLLECTION AND DISPOSAL	RETIREMENT		99,664.00	-3,000.00	96,664.00
	66-70-7400-0000-000-40182					06/21/2022		
4	7400	40183	COLLECTION AND DISPOSAL	HOSPITAL INSURANCE		286,450.13	-3,000.00	283,450.13
	66-70-7400-0000-000-40183					06/21/2022		
5	7400	42500	COLLECTION AND DISPOSAL	VEHICLE GASOLINE		254,500.00	17,000.00	271,500.00
	66-70-7400-0000-000-42500					06/21/2022		
** JOURNAL TOTAL							0.00	
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2022	12	283 06/21/2022			BUA 062022C	1 2		
1	4100	34242	GENERAL FUND	SALES: GASOLINE & OIL		-500,000.00	-200,000.00	-700,000.00
	10-41-4100-0000-000-34242					06/21/2022		
2	4240	42723	Central Supply	PURCHASES FUEL & OIL		500,000.00	200,000.00	700,000.00
	10-41-4100-4240-000-42723					06/21/2022		
** JOURNAL TOTAL							0.00	
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2022	12	296 06/21/2022			BUA 062022C	1 2		
1	4111	41260	Non-Departmental	OTHER PERSONNEL		377,807.77	-21,034.00	356,773.77
	10-41-4100-4111-000-41260-					06/21/2022		
2	4130	40121	Finance	SALARIES		317,393.00	5,000.00	322,393.00
	10-41-4100-4130-000-40121					06/21/2022		
3	4210	40121	MANAGER'S OFFICE	SALARIES		146,337.00	9,630.00	155,967.00
	10-41-4100-4210-000-40121					06/21/2022		
4	4210	40181	MANAGER'S OFFICE	SOCIAL SECURITY		11,195.00	100.00	11,295.00
	10-41-4100-4210-000-40181					06/21/2022		
5	4210	40182	MANAGER'S OFFICE	RETIREMENT		16,609.00	509.00	17,118.00
	10-41-4100-4210-000-40182					06/21/2022		

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION		PREV	BUDGET	AMENDED
	ACCOUNT			LINE DESCRIPTION	EFF DATE	BUDGET	CHANGE	BUDGET
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND								
2022	12	296	06/21/2022	BUA 062022C	1	1		
6	4210	40183	MANAGER'S OFFICE	HOSPITAL INSURANCE		19,504.00	115.00	19,619.00
	10-41-4100-4210-000-40183				06/21/2022			
7	4211	40121	Personnel	SALARIES		155,393.00	5,000.00	160,393.00
	10-41-4100-4211-000-40121				06/21/2022			
8	4211	40182	Personnel	RETIREMENT		17,637.00	680.00	18,317.00
	10-41-4100-4211-000-40182				06/21/2022			
** JOURNAL TOTAL							0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND								
2022	12	297	06/21/2022	BUA 062022C	1	2		
1	4950	34593	Cooperative Extension	RENT COOPERATIVE EXTENSION		-12,579.00	-2,135.00	-14,714.00
	10-49-4950-0000-000-34593				06/21/2022			
2	4950	34952	Cooperative Extension	REIMBURSEMENT NCSU		-4,500.00	-2,295.66	-6,795.66
	10-49-4950-0000-000-34952				06/21/2022			
3	4950	43510	Cooperative Extension	REPAIRS BUILDING AND GROUNDS		28,984.46	4,430.66	33,415.12
	10-49-4950-0000-000-43510				06/21/2022			
** JOURNAL TOTAL							0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND								
2022	12	298	06/21/2022	BUA 062022C	1	2		
1	6130	36130	Parks and Recreation	CABIN LAKE FEES		-50,000.00	-4,080.00	-54,080.00
	10-60-6130-0000-000-36130				06/21/2022			
2	6130	40182	Parks and Recreation	RETIREMENT		7,610.00	450.00	8,060.00
	10-60-6130-0000-000-40182				06/21/2022			
3	6130	40183	Parks and Recreation	HOSPITAL INSURANCE		16,935.00	2,230.00	19,165.00
	10-60-6130-0000-000-40183				06/21/2022			
4	6130	42500	Parks and Recreation	VEHICLE GASOLINE		1,600.00	1,000.00	2,600.00
	10-60-6130-0000-000-42500				06/21/2022			
5	6130	42724	Parks and Recreation	CREDIT CARD CHARGES		560.00	350.00	910.00
	10-60-6130-0000-000-42724				06/21/2022			



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT				LINE DESCRIPTION				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2022	12	298	06/21/2022		BUA 062022C	1	2	
6	6130	42731	Parks and Recreation		SALES TAXCABIN LAKE		20.00	50.00
	10-60-6130-0000-000-42731						06/21/2022	70.00
							** JOURNAL TOTAL	0.00
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2022	12	299	06/21/2022		BUA 062022C	1	2	
1	6160	36161	Event Center		CONCESSION REVENUE		-15,000.00	-30,000.00
	10-60-6160-0000-000-36161						06/21/2022	
2	6160	42022	Event Center		EVENTCONTRACT LABOR		30,300.00	35,300.00
	10-60-6160-0000-000-42022-						06/21/2022	
3	6160	42600	Event Center		OFFICE SUPPLIES		7,290.00	9,290.00
	10-60-6160-0000-000-42600-						06/21/2022	
4	6160	42700	Event Center		CONCESSION EXPENSE		30,900.00	35,900.00
	10-60-6160-0000-000-42700-						06/21/2022	
5	6160	43520	Event Center		REPAIRS & MAINTENANCE EQUIPME		6,807.00	9,807.00
	10-60-6160-0000-000-43520-						06/21/2022	
6	6160	44026	Event Center		Event Exp-Concert		19,000.00	54,000.00
	10-60-6160-0000-000-44026						06/21/2022	
7	6160	36163	Event Center		Concert		.00	-35,000.00
	10-60-6160-0000-000-36163						06/21/2022	-35,000.00
							** JOURNAL TOTAL	0.00
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2022	12	301	06/21/2022		BUA 062022	1	2	
1	4520	42500	Transportation		VEHICLE GASOLINE		99,000.00	84,746.00
	64-70-4520-0000-000-42500						06/21/2022	
2	4520	41860	Transportation		WORKERS COMPENSATION		9,202.00	20,451.00
	64-70-4520-0000-000-41860						06/21/2022	
3	4520	43540	Transportation		SOFTWARE MAINTENANCE		600.00	605.00
	64-70-4520-0000-000-43540						06/21/2022	

Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT				LINE DESCRIPTION				
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2022	12	301	06/21/2022		BUA 062022	1 1		
4	4520	41990	Transportation		PROFESSIONAL SERVICES		30,000.00	3,000.00
		64-70-4520-0000-000-41990					06/21/2022	33,000.00
** JOURNAL TOTAL							0.00	
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2022	12	317	06/21/2022		BUA 062022C	1 2		
1	4111	41260	Non-Departmental		OTHER PERSONNEL		377,807.77	-33,591.00
		10-41-4100-4111-000-41260-					06/21/2022	344,216.77
2	4270	40121	Housekeeping		SALARIES		156,005.00	13,500.00
		10-41-4100-4270-000-40121					06/21/2022	169,505.00
3	4270	40181	Housekeeping		SOCIAL SECURITY		11,934.00	1,000.00
		10-41-4100-4270-000-40181					06/21/2022	12,934.00
4	4270	40182	Housekeeping		RETIREMENT		17,707.00	1,700.00
		10-41-4100-4270-000-40182					06/21/2022	19,407.00
5	4270	40183	Housekeeping		HOSPITAL INSURANCE		58,513.00	500.00
		10-41-4100-4270-000-40183					06/21/2022	59,013.00
6	4160	40121	Court Facility		SALARIES		40,218.00	1,500.00
		10-41-4100-4160-000-40121					06/21/2022	41,718.00
7	4160	40182	Court Facility		RETIREMENT		4,565.00	180.00
		10-41-4100-4160-000-40182					06/21/2022	4,745.00
8	4260	40121	Public Buildings		SALARIES		261,003.00	8,000.00
		10-41-4100-4260-000-40121					06/21/2022	269,003.00
9	4260	40182	Public Buildings		RETIREMENT		29,624.00	1,100.00
		10-41-4100-4260-000-40182					06/21/2022	30,724.00
10	4260	40183	Public Buildings		HOSPITAL INSURANCE		64,765.00	3,901.00
		10-41-4100-4260-000-40183					06/21/2022	68,666.00
11	4910	40121	Planning		SALARIES		61,515.00	1,900.00
		10-49-4100-4910-000-40121					06/21/2022	63,415.00
12	4910	40182	Planning		RETIREMENT		6,982.00	250.00
		10-49-4100-4910-000-40182					06/21/2022	7,232.00

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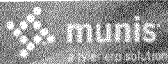


BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT				LINE DESCRIPTION				
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2022	12	317	06/21/2022		BUA 062022C	1 1		
13	4910	40183	Planning		HOSPITAL INSURANCE		9,752.00	60.00
		10-49-4100-4910-000-40183					06/21/2022	9,812.00
** JOURNAL TOTAL							0.00	
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2022	12	326	06/21/2022		BUA 062022C	1 2		
1	5913	33330	LOTTERY PROCEEDS		EDUCATION LOTTERY REVENUE		.00	-695,627.00
		27-59-5900-5913-000-33330					06/21/2022	-695,627.00
2	5913	38316	LOTTERY PROCEEDS		INTEREST EDUC. LOTTERY		.00	-7,000.00
		27-59-5900-5913-000-38316					06/21/2022	-7,000.00
3	5913	39668	LOTTERY PROCEEDS		FUND BAL EDU LOTTERY		.00	-2,542,857.05
		27-59-5900-5913-000-39668					06/21/2022	-2,542,857.05
4	5913	45224	LOTTERY PROCEEDS		Bville ES Multipurpose Design		.00	157,782.97
		27-59-5900-5913-000-45224					06/21/2022	157,782.97
5	5913	45225	LOTTERY PROCEEDS		Bville ES Multipurpose Const		.00	2,129,000.00
		27-59-5900-5913-000-45225					06/21/2022	2,129,000.00
6	5913	45226	LOTTERY PROCEEDS		Warsaw ES Switchgear Const		.00	319,000.00
		27-59-5900-5913-000-45226					06/21/2022	319,000.00
7	5913	45227	LOTTERY PROCEEDS		Warsaw ES Switchgear Design		.00	3,000.00
		27-59-5900-5913-000-45227					06/21/2022	3,000.00
8	5913	45201	LOTTERY PROCEEDS		GRADY BVILLE CHINQ KVILLEFIRE		.00	87,075.95
		27-59-5900-5913-000-45201					06/21/2022	87,075.95
9	5913	45210	LOTTERY PROCEEDS		ALL SCHOOLS CAMERA SYS UPDATE		.00	488,160.08
		27-59-5900-5913-000-45210					06/21/2022	488,160.08
10	5913	45222	LOTTERY PROCEEDS		REN CENTER-ALTERNATE DESIGN		.00	38,000.00
		27-59-5900-5913-000-45222					06/21/2022	38,000.00
11	5913	45221	LOTTERY PROCEEDS		RENAISSANCE CENTER CONSTRUCTIO		.00	23,465.05
		27-59-5900-5913-000-45221					06/21/2022	23,465.05
** JOURNAL TOTAL							0.00	

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Duplin County, NC



BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	LINE DESC	T	OB	DEBIT	CREDIT
2022 12	217												
BUA 5155-40183	06/21/2022	062022C						HOSPITAL INSURANCE		5			5,000.00
BUA 5155-40121	06/21/2022	062022C						SALARIES		5			3,298.76
BUA 5156-40121	06/21/2022	062022C						SALARIES		5			778.40
BUA 5156-40181	06/21/2022	062022C						SOCIAL SECURITY		5			212.08
BUA 5156-40182	06/21/2022	062022C						RETIREMENT		5			60.19
BUA 5156-40183	06/21/2022	062022C						HOSPITAL INSURANCE		5			62.10
BUA 5165-40183	06/21/2022	062022C						HOSPITAL INSURANCE		5			2,371.08
BUA 5110-40121	06/21/2022	062022C						SALARIES		5			72.94
BUA 5155-41990	06/21/2022	062022C						PROFESSIONAL SERVICES		5	8,298.76		
BUA 5156-41990	06/21/2022	062022C						PROFESSIONAL SERVICES		5	1,185.54		
BUA 5156-40184	06/21/2022	062022C						Life Insurance		5		.17	
BUA 5165-41990	06/21/2022	062022C						PROFESSIONAL SERVICES		5	2,371.08		
								JOURNAL 2022/12/217	TOTAL			.00	.00
2022 12	263												
BUA 7400-40121	06/21/2022	062022C						SALARIES		5			8,000.00
BUA 7400-40181	06/21/2022	062022C						SOCIAL SECURITY		5			3,000.00
BUA 7400-40182	06/21/2022	062022C						RETIREMENT		5			3,000.00
BUA 7400-40183	06/21/2022	062022C						HOSPITAL INSURANCE		5			3,000.00
BUA 7400-42500	06/21/2022	062022C						VEHICLE GASOLINE		5	17,000.00		
								JOURNAL 2022/12/263	TOTAL			.00	.00
2022 12	283												
BUA 4100-34242	06/21/2022	062022C						SALES: GASOLINE & OIL		5			200,000.00
BUA 4240-42723								PURCHASES FUEL & OIL		5	200,000.00		

Duplin County, NC



BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER		JNL	ACCOUNT			ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
		06/21/2022	062022C				T			
							JOURNAL 2022/12/283	TOTAL	.00	.00
2022 12	296									
BUA 4111-41260	06/21/2022	062022C					T OTHER PERSONNEL	5		21,034.00
BUA 4130-40121	06/21/2022	062022C					T SALARIES	5	5,000.00	
BUA 4210-40121	06/21/2022	062022C					T SALARIES	5	9,630.00	
BUA 4210-40181	06/21/2022	062022C					T SOCIAL SECURITY	5	100.00	
BUA 4210-40182	06/21/2022	062022C					T RETIREMENT	5	509.00	
BUA 4210-40183	06/21/2022	062022C					T HOSPITAL INSURANCE	5	115.00	
BUA 4211-40121	06/21/2022	062022C					T SALARIES	5	5,000.00	
BUA 4211-40182	06/21/2022	062022C					T RETIREMENT	5	680.00	
							JOURNAL 2022/12/296	TOTAL	.00	.00
2022 12	297									
BUA 4950-34593	06/21/2022	062022C					T RENT COOPERATIVE EXTENSION	5		2,135.00
BUA 4950-34952	06/21/2022	062022C					T REIMBURSEMENT NCSU	5		2,295.66
BUA 4950-43510	06/21/2022	062022C					T REPAIRS BUILDING AND GROUNDS	5	4,430.66	
							JOURNAL 2022/12/297	TOTAL	.00	.00
2022 12	298									
BUA 6130-36130	06/21/2022	062022C					T CABIN LAKE FEES	5		4,080.00
BUA 6130-40182	06/21/2022	062022C					T RETIREMENT	5	450.00	
BUA 6130-40183	06/21/2022	062022C					T HOSPITAL INSURANCE	5	2,230.00	
BUA 6130-42500	06/21/2022	062022C					T VEHICLE GASOLINE	5	1,000.00	
BUA 6130-42724	06/21/2022	062022C					T CREDIT CARD CHARGES	5	350.00	
BUA 6130-42731							T SALES TAXCABIN LAKE	5	50.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

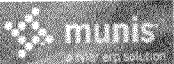
YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2022 12	299	06/21/2022	062022C				T JOURNAL 2022/12/298		TOTAL	.00	.00
BUA 6160-36161	06/21/2022	062022C					T CONCESSION REVENUE	5			15,000.00
BUA 6160-42022	06/21/2022	062022C					T EVENTCONTRACT LABOR	5		5,000.00	
BUA 6160-42600	06/21/2022	062022C					T OFFICE SUPPLIES	5		2,000.00	
BUA 6160-42700	06/21/2022	062022C					T CONCESSION EXPENSE	5		5,000.00	
BUA 6160-43520	06/21/2022	062022C					T REPAIRS & MAINTENANCE EQUIPME	5		3,000.00	
BUA 6160-44026	06/21/2022	062022C					T Event Exp-Concert	5		35,000.00	
BUA 6160-36163	06/21/2022	062022C					T Concert	5			35,000.00
	06/21/2022	062022C					T JOURNAL 2022/12/299		TOTAL	.00	.00
2022 12	301						T VEHICLE GASOLINE	5			14,254.00
BUA 4520-42500	06/21/2022	062022					T WORKERS COMPENSATION	5		11,249.00	
BUA 4520-41860	06/21/2022	062022					T SOFTWARE MAINTENANCE	5		5.00	
BUA 4520-43540	06/21/2022	062022					T PROFESSIONAL SERVICES	5		3,000.00	
BUA 4520-41990	06/21/2022	062022					T JOURNAL 2022/12/301		TOTAL	.00	.00
2022 12	317						T OTHER PERSONNEL	5			33,591.00
BUA 4111-41260	06/21/2022	062022C					T SALARIES	5		13,500.00	
BUA 4270-40121	06/21/2022	062022C					T SOCIAL SECURITY	5		1,000.00	
BUA 4270-40181	06/21/2022	062022C					T RETIREMENT	5		1,700.00	
BUA 4270-40182	06/21/2022	062022C					T HOSPITAL INSURANCE	5		500.00	
BUA 4270-40183	06/21/2022	062022C					T SALARIES	5		1,500.00	
BUA 4160-40121											

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2022 12	326	06/21/2022	062022C				T RETIREMENT	5		180.00	
BUA 4160-40182	06/21/2022	062022C					T SALARIES	5		8,000.00	
BUA 4260-40121	06/21/2022	062022C					T RETIREMENT	5		1,100.00	
BUA 4260-40182	06/21/2022	062022C					T HOSPITAL INSURANCE	5		3,901.00	
BUA 4260-40183	06/21/2022	062022C					T SALARIES	5		1,900.00	
BUA 4910-40121	06/21/2022	062022C					T RETIREMENT	5		250.00	
BUA 4910-40182	06/21/2022	062022C					T HOSPITAL INSURANCE	5		60.00	
BUA 4910-40183	06/21/2022	062022C					T JOURNAL 2022/12/317		TOTAL	.00	.00
2022 12	326						T EDUCATION LOTTERY REVENUE	5			695,627.00
BUA 5913-33330	06/21/2022	062022C					T INTEREST EDUC. LOTTERY	5			7,000.00
BUA 5913-38316	06/21/2022	062022C					T FUND BAL EDU LOTTERY	5			2,542,857.05
BUA 5913-39668	06/21/2022	062022C					T Bville ES Multipurpose Design	5		157,782.97	
BUA 5913-45224	06/21/2022	062022C					T Bville ES Multipurpose Const	5		2,129,000.00	
BUA 5913-45225	06/21/2022	062022C					T Warsaw ES Switchgear Const	5		319,000.00	
BUA 5913-45226	06/21/2022	062022C					T Warsaw ES Switchgear Design	5		3,000.00	
BUA 5913-45227	06/21/2022	062022C					T GRADY BVILLE CHINQ KVILLEFIRE	5		87,075.95	
BUA 5913-45201	06/21/2022	062022C					T ALL SCHOOLS CAMERA SYS UPDATE	5		488,160.08	
BUA 5913-45210	06/21/2022	062022C					T REN CENTER-ALTERNATE DESIGN	5		38,000.00	
BUA 5913-45222	06/21/2022	062022C					T RENAISSANCE CENTER CONSTRUCTIO	5		23,465.05	
BUA 5913-45221	06/21/2022	062022C					T JOURNAL 2022/12/326		TOTAL	.00	.00

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

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Program ID: bgamdent

DUPLIN COUNTY
BOARD OF COMMISSIONERS
JUNE 20, 2022

I. Duplin County Water Department SCADA Replacement Project

A. Resolution Establishing Capital Project Budget Ordinance and Awarding Construction Contract

1. Discussion: Proposals were received on May 24, 2022. McDavid Associates, Inc. and Duplin County representatives met with both Proposers on June 7, 2022 to review and discuss the Proposals. Duplin County representatives elected to move forward with the Proposal submitted by Custom Controls Unlimited, LLC. During the meeting, various options of work that could be included in the project were discussed. Some line items were not included in the original cost estimate but were included in the project as options. The County representatives exercised the option to add some line items into the scope of work to be performed and also deleted some line items. McDavid Associates, Inc. recommends awarding the Contract to Custom Controls Unlimited, LLC for the Proposal amount of \$1,613,202.00 subject to the Memorandum of Proposal Negotiations for a revised Contract amount of \$1,607,262.00. The Board had previously approved the use of ARPA funds for this project but reallocated the ARPA funds for other needs. Local funds will be used for this project.

2. Action Requested: Motion approving the Resolution Establishing Capital Project Budget Ordinance and Awarding Construction Contract



McDAVID ASSOCIATES, INC.

CORPORATE OFFICE
Engineers • Planners • Land Surveyors
(252) 753-2139 • Fax (252) 753-7220
E-mail: madi@mcdavid-inc.com
3714 N. Main Street • P.O. Drawer 49
Farmville, NC 27838

GOLDSBORO OFFICE
Engineers • Planners
(919) 756-7630 • Fax (919) 753-7351
E-mail: majgah@mcdavid-inc.com
109 E. Walnut Street • P.O. Box 1776
Goldsboro, NC 27533

Please advise as we may further assist.

Sincerely,

McDAVID ASSOCIATES, INC.

Joseph W. McKenney, P.E.
Farmville Office

Mr. Dexter B. Edwards
Duplin County
P.O. Box 910
Kenansville, NC 28349

JW/M/ssw

Enclosures

SUBJECT: Recommendation of Award
Contract No. 1 - SCADA Improvements
2021 SCADA System Replacement
Duplin County

Dear Mr. Edwards:

Proposals for the subject project were received on May 24, 2022 at 2:00 PM. A list of all proposers and their respective total proposals is as follows:

Custom Controls Unlimited, LLC	\$1,613,202.00
Pitt Electric ORL, LLC	\$2,849,040.00

For a more detailed review of individual unit prices please refer to the enclosed tabulation sheet. The selected proposer was Custom Controls Unlimited, LLC who submitted a proposal in the amount of \$1,613,202.00.

Also for your review, please find enclosed a copy of the project budget which reflects all anticipated project revenues and expenditures.

We have reviewed the proposals and recommend that the work be awarded to the selected proposer, Custom Controls Unlimited, LLC for the proposal amount of \$1,613,202.00 subject to the Memorandum of Proposal Negotiations which decreases the contract in the amount of \$5,940.00 for a revised contract amount of \$1,607,262.00.

Upon board review and approval, please execute all six (6) copies of the enclosed "Notice of Award" and return all copies to this office. I have also enclosed the proposed Memorandum of Proposal Negotiations for information purposes. The owner will execute the Memorandum of Proposal Negotiations when they execute the contracts.

I will be happy to meet with you or your board to further review our recommendations or to answer any questions.

RESOLUTION
ESTABLISHING CAPITAL PROJECT BUDGET ORDINANCE AND
AWARDING CONSTRUCTION CONTRACT
2021 SCADA SYSTEM REPLACEMENT PROJECT
DUPLIN COUNTY
JUNE 20, 2022

2021 SCADA SYSTEM REPLACEMENT PROJECT
DUPLIN COUNTY
JUNE 20, 2022

APPROVED
BUDGET AS OF
JUNE 20, 2022

WHEREAS, Duplin County has the need for replacing the County's existing SCADA System, and

WHEREAS, Proposals for the construction of Contract No. 1 - SCADA Improvements were received on May 5, 2022, and due to an insufficient number of proposals, the project was re-advertised, and proposals were received a second time on May 24, 2022 and

WHEREAS, the Engineer entered into Proposal Negotiations with Custom Controls Unlimited, LLC and has prepared a Memorandum of Proposal Negotiations, which revises the contract amount to \$1,607,262.00, and

WHEREAS, the Engineer has prepared a Recommendation of Award supported by a balanced budget for board consideration and approval, and

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DUPLIN COUNTY:

That the attached budget is hereby approved for the construction of the 2021 SCADA System Replacement Project, and

That Contract No. 1 - SCADA Improvements be awarded to Custom Controls Unlimited, LLC for the proposal amount of \$1,613,202.00, subject to execution of Memorandum of Proposal Negotiations, which deducts \$5,940.00 and revises the contract amount to \$1,607,262.00, and

That the Chairman is authorized and directed to execute all documents associated with the award of the contract and Memorandum of Proposal Negotiations on behalf of Duplin County.

Adopted this the 20th day of June, 2022.

Dexter B. Edwards
Chairman, Board of Commissioners

(SEAL)

ATTEST:

Davis H. Brinson, Clerk to the Board
Duplin County

REVENUES	
Duplin County Local Funding	\$ 2,014,237.00
Sales Tax Refund	\$ 0.00
TOTAL REVENUES	\$ 2,014,237.00

EXPENSES	
SCADA System Replacement	
Construction	\$ 1,607,262.00
Engineering	\$ 161,700.00
Construction Administration/Observation	\$ 150,275.00
Additional Services	\$ 8,000.00
Reimbursable Expenses	\$ 1,500.00
Legal	\$ 2,000.00
Contingency	\$ 80,500.00
Other - Advertisement	\$ 3,000.00
TOTAL EXPENSES	\$ 2,014,237.00

Memorandum Of Proposal Negotiations
Contract No. 1 - SCADA Improvements
2021 SCADA System Replacement

Duplin County
June 20, 2022

Owner: Duplin County
Contractor: Custom Controls Unlimited, LLC
Funding Source: Local Funds
Project Engineer: Joseph W. McKeney, P.E.
McDavid Associates, Inc.
Proposal Amount: \$1,613,202.00
Proposal Date: May 24, 2022
Brief Description of Proposal as submitted:
Project consists of the following:
- Replacement of Central Control Unit (CCU)
- Replacement of Remote Telemetry Units (RTUs)
- Replacement of antennas, poles, and appurtenances
- Replacement of Water Meters
- Installation of conduits and wiring to interface proposed water meters with RTUs
- Providing a primary and live secondary SCADA server
- Installation of Backup Control

This memorandum documents that all parties entered into and completed negotiations in order to arrive at a mutually acceptable amount on which Contract No. 1 - SCADA Improvements is to be awarded. It is hereby agreed that the terms and conditions as stated in this document shall be binding on all parties and it shall become a part of the terms and conditions of Contract No. 1 - SCADA Improvements.

The following changes in the Contractor's Proposal and the following changes in the terms / provisions of the contract are hereby incorporated into the proposed contract award.

- 1. Removal of Door Intrusion Devices
- 2. Addition of Backup Control

Total Change per Bid Negotiations \$5,940.00 (Decrease)

Please see attached Proposal Negotiation tabulation Part A and Part B for detailed add/deduct information. In addition, plans and specifications shall be revised to reflect the Proposal Negotiations.

PROPOSED NEGOTIATED CONTRACT AWARD AMOUNT: \$1,607,262.00

It is further understood and agreed by all parties that should funds become unavailable within the contract time or extension thereof, the Owner shall have the right to deduct from the project any items added above or to otherwise revise the contract as originally proposed based on the same prices for additions / revisions as noted herein, subject only to any additional costs to which the Contractor is entitled to per the terms of the contract.

This memorandum shall be valid and binding up to and inclusive of Proposal Negotiations exhibits and fully Executed/Award Contract Documents and Plans.

We agree to the terms and conditions of this document:

	Date	Date
Dexter B. Edwards, Chairman, Board of Commissioners Duplin County OWNER	June 20, 2022	J. Devin Carrol, Vice-President Custom Controls Unlimited, LLC CONTRACTOR
Joseph W. McKeney, P.E. McDavid Associates, Inc. PROJECT ENGINEER		

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Attachment - Proposal Negotiation - Part A, Unit Price Changes
Contract No. 1 - SCADA Improvements
2021 SCADA System Replacement
Duplin County

Item	Description	Unit	Quantity	Contract As Per Proposal		Add/Deducts		Contract As Per Proposal Negotiation Part A	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
20	Automatic Transfer Switch Integration	LS	1	\$1,780.00	\$1,780.00	\$0.00	\$0.00	\$1,780.00	\$1,780.00
a. Duplin County Meter Department - Unit CCU		LS	1	\$1,780.00	\$1,780.00	\$0.00	\$0.00	\$1,780.00	\$1,780.00
b. Unit E-1 - Unit E-1		LS	1	\$1,780.00	\$1,780.00	\$0.00	\$0.00	\$1,780.00	\$1,780.00
c. Unit D-2 - Unit D-2		LS	1	\$1,780.00	\$1,780.00	\$0.00	\$0.00	\$1,780.00	\$1,780.00
d. Unit F-2 - Unit F-2		LS	1	\$1,780.00	\$1,780.00	\$0.00	\$0.00	\$1,780.00	\$1,780.00
21	Solenoid Valve Unit Switch and Enclosure Replacement	EA	10	\$1,420.00	\$14,200.00	\$0.00	\$0.00	\$1,420.00	\$14,200.00
22	Solenoid Valve Solenoid Replacement	EA	10	\$1,420.00	\$14,200.00	\$0.00	\$0.00	\$1,420.00	\$14,200.00
a. EST B-2 - Unit AB2		EA	1	\$3,470.00	\$3,470.00	\$0.00	\$0.00	\$3,470.00	\$3,470.00
b. EST B-2 - Unit AB2		EA	1	\$3,470.00	\$3,470.00	\$0.00	\$0.00	\$3,470.00	\$3,470.00
c. EST F-2 - Unit AF2		EA	1	\$3,470.00	\$3,470.00	\$0.00	\$0.00	\$3,470.00	\$3,470.00
d. EST F-2 - Unit AF2		EA	1	\$3,470.00	\$3,470.00	\$0.00	\$0.00	\$3,470.00	\$3,470.00
e. EST G-2 - Unit AG2		EA	1	\$3,470.00	\$3,470.00	\$0.00	\$0.00	\$3,470.00	\$3,470.00
f. EST A-1 - Unit BA1		EA	1	\$3,470.00	\$3,470.00	\$0.00	\$0.00	\$3,470.00	\$3,470.00
g. EST A-1 - Unit BA1		EA	1	\$3,470.00	\$3,470.00	\$0.00	\$0.00	\$3,470.00	\$3,470.00
h. EST C-1 - Unit BC1		EA	1	\$3,470.00	\$3,470.00	\$0.00	\$0.00	\$3,470.00	\$3,470.00
i. EST D-1 - Unit BD1		EA	1	\$3,470.00	\$3,470.00	\$0.00	\$0.00	\$3,470.00	\$3,470.00
j. Valve Station F-1 - Unit VF1		EA	13	\$347.00	\$4,511.00	\$0.00	\$0.00	\$347.00	\$4,511.00
24	Replacement of Condensation Protection Heater and Thermostat	EA	13	\$531.00	\$6,903.00	\$0.00	\$0.00	\$531.00	\$6,903.00
25	Spare Parts for SCADA Control System	EA	1	\$12,600.00	\$12,600.00	\$0.00	\$0.00	\$12,600.00	\$12,600.00
27	Training of Owner's Personnel	EA	1	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00	\$1,200.00
28	Training of Owner's Personnel	EA	4	\$1,200.00	\$4,800.00	\$0.00	\$0.00	\$1,200.00	\$4,800.00
29	GIS/As-Built Preparation and Publication Allowance	AL	1	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$30,000.00
30	Antenna Mount and Messenger Pipe Allowance	AL	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
a. EST A-1		AL	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
b. EST A-2		AL	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
c. EST B-1		AL	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
d. EST B-2		AL	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
e. EST C-1		AL	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
f. EST C-2		AL	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
g. EST D-1		AL	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
h. EST D-2		AL	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
i. EST E-1		AL	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
j. EST F-1		AL	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
k. EST F-2		AL	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
l. EST G-1		AL	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
m. EST G-2		AL	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
31	Internal Service Allowance	AL	1	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
Alternate Proposal Items									
10A	Same as P1 10 except antenna boom is at least eighty feet (80') AGL	LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
10B	Same as P1 10 except antenna boom is at least ninety feet (90') AGL	LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00
12A	Same as P1 12 except antenna boom is at least eighty feet (80') AGL	LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
a. Wall A-3		LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
b. Wall B-2		LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
c. Wall D-2		LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
d. Wall E-1		LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
e. Wall F-2		LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
f. Wall F-2		LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
g. Wall G-2		LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
h. Wall G-3		LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
12B	Same as P1 12 except antenna boom is at least ninety feet (90') AGL	LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00
a. Wall A-3		LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00
b. Wall B-2		LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00
c. Wall D-2		LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00
d. Wall E-1		LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00
e. Wall F-2		LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00
f. Wall F-2		LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00
g. Wall G-2		LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00
h. Wall G-3		LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00

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Attachment - Proposal Negotiation - Part A, Unit Price Changes
Contract No. 1 - SCADA Improvements
2021 SCADA System Replacement
Duplin County

Item	Description	Unit	Quantity	Contract As Per Proposal		Add/Deducts		Contract As Per Proposal Negotiation Part A	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
13A	Same as P1 13 except antenna boom is at least eighty feet (80') AGL	LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
a. BPS B-1 - Unit G-A1		LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
b. BPS B-1 - Unit G-A1		LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
c. BPS B-2 - Unit G-B2		LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
d. BPS D-1 - Unit G-D1		LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
e. BPS F-1 - Unit G-F1		LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
f. BPS F-2 - Unit G-F2		LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
13B	Same as P1 13 except antenna boom is at least ninety feet (90') AGL	LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00
a. BPS A-1 - Unit G-A1		LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00
b. BPS B-1 - Unit G-B1		LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00
c. BPS B-2 - Unit G-B2		LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00
d. BPS D-1 - Unit G-D1		LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00
e. BPS F-1 - Unit G-F1		LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00
f. BPS F-2 - Unit G-F2		LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00
14A	Same as P1 14 except antenna boom is at least eighty feet (80') AGL	LS	0	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	\$0.00
14B	Same as P1 14 except antenna boom is at least ninety feet (90') AGL	LS	0	\$16,600.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$0.00
Alternate Proposal Items									
11C	Backup Standalone Control	LS	0	\$38,300.00	\$0.00	\$0.00	\$0.00	\$38,300.00	\$0.00
Deductive Alternate Proposal Items									
10D	Dedict New Antenna Pole for Antenna at Duplin Co. Water Dept.	LS	0	\$4,050.00	\$0.00	\$0.00	\$0.00	\$4,050.00	\$0.00
12D	Dedict New Antenna Pole for Antenna at Duplin Co. Water Dept.	LS	0	\$3,180.00	\$0.00	\$0.00	\$0.00	\$3,180.00	\$0.00
13D	Dedict New Antenna Pole for Antenna at Booster Pump Stations	LS	0	\$3,180.00	\$0.00	\$0.00	\$0.00	\$3,180.00	\$0.00
14D	Dedict New Antenna Pole for Antenna at Valve Station F-1	LS	0	\$3,180.00	\$0.00	\$0.00	\$0.00	\$3,180.00	\$0.00
Total					\$1613,202.00		\$0.00		\$1,613,202.00

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Attachment - Proposal Negotiation - Part B. Quantity Changes
Contract No. 1 - SCADA Improvements
2021 SCADA System Replacement
Duglin County

Item	Description	Unit	Contract As Per Proposal Negotiation Part A	Add/Deducts	Contract As Per Proposal Negotiation	
		Quantity	Unit Price	Amount	Quantity	Amount
Base Proposal Items						
1	SCADA System Computer and Peripherals	LS	\$49,000.00	\$49,000.00	1	\$49,000.00
2	SCADA System Backup Computer	LS	\$6,620.00	\$6,620.00	1	\$6,620.00
3	SCADA Remote Client Laptop Computer	EA	\$4,620.00	\$9,240.00	2	\$9,240.00
4	Unit CCU	LS	\$39,900.00	\$39,900.00	1	\$39,900.00
Unit A						
a	EST B-2 - Unit A-B2	LS	\$17,700.00	\$17,700.00	1	\$17,700.00
b	EST D-2 - Unit A-D2	LS	\$17,700.00	\$17,700.00	1	\$17,700.00
c	EST F-2 - Unit A-F2	LS	\$17,700.00	\$17,700.00	1	\$17,700.00
d	EST F-3 - Unit A-F3	LS	\$17,700.00	\$17,700.00	1	\$17,700.00
e	EST G-2 - Unit A-G2	LS	\$17,700.00	\$17,700.00	1	\$17,700.00
Unit B						
a	EST A-1/Well A-1 - Unit B-A1	LS	\$24,700.00	\$24,700.00	1	\$24,700.00
b	EST A-2/Well A-2 - Unit B-A2	LS	\$19,000.00	\$19,000.00	1	\$19,000.00
c	EST B-1/Well B-1 - Unit B-B1	LS	\$19,000.00	\$19,000.00	1	\$19,000.00
d	EST C-1/Well C-1 - Unit B-C1	LS	\$19,000.00	\$19,000.00	1	\$19,000.00
e	EST D-1/Well D-1 - Unit B-D1	LS	\$19,000.00	\$19,000.00	1	\$19,000.00
f	EST E-1/Well E-2 - Unit B-E1	LS	\$19,000.00	\$19,000.00	1	\$19,000.00
g	EST G-1/Well G-1 - Unit B-G1	LS	\$19,000.00	\$19,000.00	1	\$19,000.00
Unit C						
a	Well A-3 - Unit C-A3	LS	\$16,300.00	\$16,300.00	1	\$16,300.00
b	Well B-2 - Unit C-B2	LS	\$16,300.00	\$16,300.00	1	\$16,300.00
c	Well D-2 - Unit C-D2	LS	\$16,300.00	\$16,300.00	1	\$16,300.00
d	Well F-1 - Unit C-F1	LS	\$16,300.00	\$16,300.00	1	\$16,300.00
e	Well F-2 - Unit C-F2	LS	\$16,300.00	\$16,300.00	1	\$16,300.00
f	Well F-3 - Unit C-F3	LS	\$16,300.00	\$16,300.00	1	\$16,300.00
g	Well G-2 - Unit C-G2	LS	\$16,300.00	\$16,300.00	1	\$16,300.00
h	Well G-3 - Unit C-G3	LS	\$16,300.00	\$16,300.00	1	\$16,300.00
Unit G						
a	BP9 A-1 - Unit G-A1	LS	\$22,400.00	\$22,400.00	1	\$22,400.00
b	BP9 B-1 - Unit G-B1	LS	\$22,400.00	\$22,400.00	1	\$22,400.00
c	BP9 B-2 - Unit G-B2	LS	\$22,400.00	\$22,400.00	1	\$22,400.00
d	BP9 D-1 - Unit G-D1	LS	\$22,400.00	\$22,400.00	1	\$22,400.00
e	BP9 F-1 - Unit G-F1	LS	\$22,400.00	\$22,400.00	1	\$22,400.00
f	BP9 F-2 - Unit G-F2	LS	\$22,400.00	\$22,400.00	1	\$22,400.00
Unit V						
a	Valve Station A-1 - Unit V-A1	LS	\$20,200.00	\$20,200.00	1	\$20,200.00
b	Valve Station F-1 - Unit V-F1	LS	\$20,200.00	\$20,200.00	1	\$20,200.00
Antennas at Duglin County Water Department						
11	Antennas at Elevated Storage Tanks	LS	\$12,200.00	\$12,200.00	1	\$12,200.00
Antennas at Wells						
a	EST A-1	LS	\$10,900.00	\$10,900.00	1	\$10,900.00
b	EST A-2	LS	\$10,900.00	\$10,900.00	1	\$10,900.00
c	EST B-1	LS	\$10,900.00	\$10,900.00	1	\$10,900.00
d	EST B-2	LS	\$10,900.00	\$10,900.00	1	\$10,900.00
e	EST C-1	LS	\$10,900.00	\$10,900.00	1	\$10,900.00
f	EST D-1	LS	\$10,900.00	\$10,900.00	1	\$10,900.00
g	EST D-2	LS	\$10,900.00	\$10,900.00	1	\$10,900.00
h	EST E-1	LS	\$10,900.00	\$10,900.00	1	\$10,900.00
i	EST F-1	LS	\$10,900.00	\$10,900.00	1	\$10,900.00
j	EST F-2	LS	\$10,900.00	\$10,900.00	1	\$10,900.00
k	EST F-3	LS	\$10,900.00	\$10,900.00	1	\$10,900.00
l	EST G-1	LS	\$10,900.00	\$10,900.00	1	\$10,900.00
m	EST G-2	LS	\$10,900.00	\$10,900.00	1	\$10,900.00
Antennas at Wells						
a	Well A-3	LS	\$12,200.00	\$12,200.00	1	\$12,200.00
b	Well B-2	LS	\$12,200.00	\$12,200.00	1	\$12,200.00
c	Well D-2	LS	\$12,200.00	\$12,200.00	1	\$12,200.00
d	Well F-1	LS	\$12,200.00	\$12,200.00	1	\$12,200.00
e	Well F-2	LS	\$12,200.00	\$12,200.00	1	\$12,200.00
f	Well F-3	LS	\$12,200.00	\$12,200.00	1	\$12,200.00
g	Well G-2	LS	\$12,200.00	\$12,200.00	1	\$12,200.00
h	Well G-3	LS	\$12,200.00	\$12,200.00	1	\$12,200.00

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Attachment - Proposal Negotiation - Part B. Quantity Changes
Contract No. 1 - SCADA Improvements
2021 SCADA System Replacement
Duglin County

Item	Description	Unit	Contract As Per Proposal Negotiation Part A	Add/Deducts	Contract As Per Proposal Negotiation	
			Unit Price	Amount	Quantity	Amount
Antennas at Booster Pump Stations						
13						
a	BP5 A-1	LS	\$12,200.00	\$12,200.00	1	\$12,200.00
b	BP5 B-1	LS	\$12,200.00	\$12,200.00	1	\$12,200.00
c	BP5 B-2	LS	\$12,200.00	\$12,200.00	1	\$12,200.00
d	BP5 D-1	LS	\$12,200.00	\$12,200.00	1	\$12,200.00
e	BP5 F-1	LS	\$12,200.00	\$12,200.00	1	\$12,200.00
f	BP5 F-2	LS	\$12,200.00	\$12,200.00	1	\$12,200.00
14	Antennas at Valve Station F-1	LS	\$12,200.00	\$12,200.00	1	\$12,200.00
15	Collapsible Existing Unit F Transducers	EA	\$490.00	\$5,069.00	13	\$5,069.00
Door Inflation Devices						
16						
a	EST B-2 - Unit A-B2	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
b	EST D-2 - Unit A-D2	LS	\$1,580.00	\$1,580.00	0	\$0.00
c	EST F-1 - Unit A-F1	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
d	EST F-2 - Unit A-F2	LS	\$1,580.00	\$1,580.00	0	\$0.00
e	EST F-3 - Unit A-F3	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
f	EST G-2 - Unit A-G2	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
g	EST A-1/Well A-1 - Unit B-A1	LS	\$1,580.00	\$1,580.00	0	\$0.00
h	EST A-2/Well A-2 - Unit B-A2	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
i	EST B-1/Well B-1 - Unit B-B1	LS	\$1,580.00	\$1,580.00	0	\$0.00
j	EST C-1/Well C-1 - Unit B-C1	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
k	EST D-1/Well D-1 - Unit B-D1	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
l	EST E-1/Well E-2 - Unit B-E1	LS	\$1,580.00	\$1,580.00	0	\$0.00
m	EST G-1/Well G-1 - Unit B-G1	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
n	Well A-3 - Unit C-A3	LS	\$1,580.00	\$1,580.00	0	\$0.00
o	Well B-2 - Unit C-B2	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
p	Well D-2 - Unit C-D2	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
q	Well F-1 - Unit C-F1	LS	\$1,580.00	\$1,580.00	0	\$0.00
r	Well F-2 - Unit C-F2	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
s	Well F-3 - Unit C-F3	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
t	Well G-2 - Unit C-G2	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
u	Well G-3 - Unit C-G3	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
v	BP5 A-1 - Unit G-A1	LS	\$1,580.00	\$1,580.00	0	\$0.00
w	BP5 B-1 - Unit G-B1	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
x	BP5 B-2 - Unit G-B2	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
y	BP5 D-1 - Unit G-D1	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
z	BP5 F-1 - Unit G-F1	LS	\$1,580.00	\$1,580.00	0	\$0.00
aa	BP5 F-2 - Unit G-F2	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
17	Valve Station A-1 - Unit V-A1	LS	\$1,580.00	\$1,580.00	-1	(\$1,580.00)
Propeller Water Meter Replacement						
18						
a	EST A-2/Well A-2 - Unit B-A2	EA	\$10,400.00	\$10,400.00	1	\$10,400.00
b	EST B-1/Well B-1 - Unit B-B1	EA	\$10,400.00	\$10,400.00	1	\$10,400.00
c	EST C-1/Well C-1 - Unit B-C1	EA	\$10,400.00	\$10,400.00	1	\$10,400.00
d	EST D-1/Well D-1 - Unit B-D1	EA	\$10,400.00	\$10,400.00	1	\$10,400.00
e	EST E-1/Well E-2 - Unit B-E1	EA	\$10,400.00	\$10,400.00	1	\$10,400.00
f	EST G-1/Well G-1 - Unit B-G1	EA	\$10,400.00	\$10,400.00	1	\$10,400.00
g	Well A-3 - Unit C-A3	EA	\$10,400.00	\$10,400.00	1	\$10,400.00
h	Well B-2 - Unit C-B2	EA	\$10,400.00	\$10,400.00	1	\$10,400.00
i	Well D-2 - Unit C-D2	EA	\$10,400.00	\$10,400.00	1	\$10,400.00
j	Well F-1 - Unit C-F1	EA	\$10,400.00	\$10,400.00	1	\$10,400.00
k	Well F-2 - Unit C-F2	EA	\$10,400.00	\$10,400.00	1	\$10,400.00
l	Well F-3 - Unit C-F3	EA	\$10,400.00	\$10,400.00	1	\$10,400.00
m	Well G-2 - Unit C-G2	EA	\$10,400.00	\$10,400.00	1	\$10,400.00
n	Well G-3 - Unit C-G3	EA	\$10,400.00	\$10,400.00	1	\$10,400.00
18 Turbine Water Meter Replacement						
19						
a	BP5 A-1 - Unit G-A1	EA	\$12,000.00	\$12,000.00	1	\$12,000.00
b	BP5 F-1 - Unit G-F1	EA	\$12,000.00	\$12,000.00	1	\$12,000.00
c	BP5 F-2 - Unit G-F2	EA	\$12,000.00	\$12,000.00	1	\$12,000.00
d	EST A-1/Well A-1 - Unit B-A1	EA	\$12,000.00	\$12,000.00	1	\$12,000.00
19 Turbine Water Meter Replacement						
20						
a	BP5 B-1 - Unit G-B1	EA	\$16,900.00	\$16,900.00	1	\$16,900.00
b	BP5 B-2 - Unit G-B2	EA	\$16,900.00	\$16,900.00	1	\$16,900.00
c	BP5 F-1 - Unit G-F1	EA	\$16,900.00	\$16,900.00	1	\$16,900.00

W:\0106_geno101x_geno101x_per_sccawater\gen101x_per_sccawater\SCADA PROJECT\BAs\Negotiation\CH1
D:\P\CH1-SCADA\BAs\Negotiation\CH1-PROPOSAL-NEG-000.A4

930 AM
6/14/2022

Attachment - Proposal Negotiation - Part B: Quantity Changes
Contract No. 1 - SCADA Improvements
2021 SCADA System Replacement
Dublin County

Item	Description	Unit	Contract A: Per Proposal Negotiation Part A			Add/Deducts			Contract A: Per Proposal Negotiation		
			Quantity	Unit Price	Amount	Quantity	Amount		Quantity	Amount	
20	Automatic Transfer Switch Integration - Unit CCU	LS	1	\$1,780.00	\$1,780.00						
a	Dublin County Water Department - Unit CCU	LS	1	\$1,780.00	\$1,780.00						
b	Task E-1 - Unit B-E1	LS	1	\$1,780.00	\$1,780.00						
c	Unit D-2 - Unit C-D2	LS	1	\$1,780.00	\$1,780.00						
d	Unit F-2 - Unit C-F2	LS	1	\$1,780.00	\$1,780.00						
21	Isolated Valve Anti-Switch and Enclosure Replacement	EA	10	\$1,420.00	\$14,200.00						
22	Isolated Valve Subtotal Replacement	EA	10	\$1,420.00	\$14,200.00						
23	Isolated Valve Anti-Switch Installation	EA	1	\$3,470.00	\$3,470.00						
a	EST B-2 - Unit A-B2	EA	1	\$3,470.00	\$3,470.00						
b	EST D-2 - Unit A-D2	EA	1	\$3,470.00	\$3,470.00						
c	EST F-2 - Unit A-F2	EA	1	\$3,470.00	\$3,470.00						
d	EST G-2 - Unit A-G2	EA	1	\$3,470.00	\$3,470.00						
e	EST H-2 - Unit A-H2	EA	1	\$3,470.00	\$3,470.00						
f	EST I-2 - Unit A-I2	EA	1	\$3,470.00	\$3,470.00						
g	EST J-2 - Unit A-J2	EA	1	\$3,470.00	\$3,470.00						
h	EST K-2 - Unit A-K2	EA	1	\$3,470.00	\$3,470.00						
i	EST L-2 - Unit A-L2	EA	1	\$3,470.00	\$3,470.00						
j	EST M-2 - Unit A-M2	EA	1	\$3,470.00	\$3,470.00						
k	EST N-2 - Unit A-N2	EA	1	\$3,470.00	\$3,470.00						
l	EST O-2 - Unit A-O2	EA	1	\$3,470.00	\$3,470.00						
m	EST P-2 - Unit A-P2	EA	1	\$3,470.00	\$3,470.00						
n	EST Q-2 - Unit A-Q2	EA	1	\$3,470.00	\$3,470.00						
24	Replacement of Combustion Protection Heater and Thermostat	EA	13	\$347.00	\$4,511.00						
25	Replacement of Combustion Protection Heater and Thermostat	EA	13	\$347.00	\$4,511.00						
26	Replacement of Combustion Protection Heater and Thermostat	EA	13	\$347.00	\$4,511.00						
27	Training of Owner's Personnel	EA	1	\$12,000.00	\$12,000.00						
28	Training of Owner's Personnel	EA	4	\$1,200.00	\$4,800.00						
29	Training of Owner's Personnel	EA	4	\$1,200.00	\$4,800.00						
30	Antenna Mount and Messenger Pipe Allowance	AL	1	\$30,000.00	\$30,000.00						
a	EST A-1	AL	1	\$15,000.00	\$15,000.00						
b	EST A-2	AL	1	\$15,000.00	\$15,000.00						
c	EST B-1	AL	1	\$15,000.00	\$15,000.00						
d	EST B-2	AL	1	\$15,000.00	\$15,000.00						
e	EST C-1	AL	1	\$15,000.00	\$15,000.00						
f	EST C-2	AL	1	\$15,000.00	\$15,000.00						
g	EST D-1	AL	1	\$15,000.00	\$15,000.00						
h	EST D-2	AL	1	\$15,000.00	\$15,000.00						
i	EST E-1	AL	1	\$15,000.00	\$15,000.00						
j	EST E-2	AL	1	\$15,000.00	\$15,000.00						
k	EST F-1	AL	1	\$15,000.00	\$15,000.00						
l	EST F-2	AL	1	\$15,000.00	\$15,000.00						
m	EST G-1	AL	1	\$15,000.00	\$15,000.00						
n	EST G-2	AL	1	\$15,000.00	\$15,000.00						
31	Internet Service Allowance	AL	1	\$2,000.00	\$2,000.00						
32	Internet Service Allowance	AL	1	\$2,000.00	\$2,000.00						
33	Internet Service Allowance	AL	1	\$2,000.00	\$2,000.00						
34	Internet Service Allowance	AL	1	\$2,000.00	\$2,000.00						
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127	Internet Service Allowance	AL	1	\$2,000.00	\$2,000.00						
128	Internet Service Allowance	AL	1	\$2,000.00	\$2,000.00						
129	Internet Service Allowance	AL	1	\$2,000.00	\$2,000.00						
130	Internet Service Allowance	AL	1	\$2,000.00	\$2,000.00						
131	Internet Service Allowance	AL	1	\$2,000.00	\$2,000.00						
132	Internet Service Allowance	AL	1	\$2,000.00	\$2,000.00		</				

SECTION 00515
NOTICE OF AWARD

To: Custom Controls Unlimited, LLC
2600 Garner Station Blvd.
Raleigh, NC 27603

PROJECT Description: 2021 SCADA System Replacement
Contract No. 1 - SCADA Improvements

The OWNER has considered the PROPOSAL submitted by you for the above described WORK in response to its REQUEST FOR PROPOSALS dated March 31, 2022, and INFORMATION FOR PROPOSERS.

You are hereby notified that your PROPOSAL has been accepted for items in the amount of One Million Six Hundred Thirteen Thousand Two Hundred Two and 00/100 Dollars (\$1,613,202.00), subject to the Memorandum of Proposal Negotiations which decreases the CONTRACT in the amount of Five Thousand Nine Hundred Forty and 00/100 Dollars (\$5,940.00) for a revised CONTRACT amount of One Million Six Hundred Seven Thousand Two Hundred Sixty Two and 00/100 Dollars (\$1,607,262.00).

You are required by the INFORMATION FOR PROPOSERS to execute the AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and certificates of insurance within twenty (20) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned and as a forfeiture of your BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required by G.S. 143-128.2(c) to submit a list of all identified subcontractors (whether minority business or not) that you will use on this CONTRACT within thirty (30) calendar days after award of the CONTRACT.

If you fail to submit a list of all identified subcontractors within thirty (30) calendar days after award of the CONTRACT, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned and as a forfeiture of your BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.
Dated this 20 day of June, 2022.

OWNER:
Duplin County
By _____
Name Dexter B. Edwards
Title Chairman, Board of Commissioners

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE OF AWARD is hereby acknowledged this the _____ day of _____, 2022.

CONTRACTOR:
Custom Controls Unlimited, LLC
By _____
Name Devin Carroll
Title Vice-President

END OF SECTION

Memorandum Of Proposal Negotiations
Contract No. 1 - SCADA Improvements
2021 SCADA System Replacement
Duplin County
June 20, 2022

Owner: Duplin County
Contractor: Custom Controls Unlimited, LLC
Funding Source: Local Funds
Project Engineer: Joseph W. McKenney, P.E.
McDavid Associates, Inc.
Proposal Amount: \$1,613,202.00
Proposal Date: May 24, 2022
Brief Description of Proposal as submitted:
Project consists of the following:
- Replacement of Central Control Unit (CCU)
- Replacement of Remote Telemetry Units (RTUs)
- Replacement of antennas, poles, and appurtenances
- Replacement of Water Meters
- Installation of conduits and wiring to interface proposed water meters with RTUs
- Providing a primary and live secondary SCADA server
- Installation of Backup Control

This memorandum documents that all parties entered into and completed negotiations in order to arrive at a mutually acceptable amount on which Contract No. 1 - SCADA Improvements is to be awarded. It is hereby agreed that the terms and conditions as stated in this document shall be binding on all parties and it shall become a part of the terms and conditions of Contract No. 1 - SCADA Improvements.

The following changes in the Contractor's Proposal and the following changes in the terms / provisions of the contract are hereby incorporated into the proposed contract award.

- 1. Removal of Door Intrusion Devices
- 2. Addition of Backup Control

Total Change per Bid Negotiations \$5,940.00 (Decrease)

Please see attached Proposal Negotiation tabulation Part A and Part B for detailed add/deduct information. In addition, plans and specifications shall be revised to reflect the Proposal Negotiations.

PROPOSED NEGOTIATED CONTRACT AWARD AMOUNT: \$1,607,262.00

It is further understood and agreed by all parties that should funds become unavailable within the contract time or extension thereof, the Owner shall have the right to deduct from the project any items added above or to otherwise revise the contract as originally proposed based on the same prices for additions / revisions as noted herein, subject only to any additional costs to which the Contractor is entitled to per the terms of the contract.

This memorandum shall be valid and binding up to and inclusive of Proposal Negotiations exhibits and fully Executed/Award Contract Documents and Plans.

We agree to the terms and conditions of this document:

Dexter B. Edwards, Chairman, Board of Commissioners Duplin County OWNER	June 20, 2022	J. Devin Carroll Vice-President Custom Controls Unlimited, LLC CONTRACTOR	Date
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Joseph W. McKenney, P.E. McDavid Associates, Inc. PROJECT ENGINEER	Date
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Item	Description	Unit	Quantity	Contract Price	Per Proposal Amount	Asbid/Underbid Amount	Contract As Per Proposal	Negotiation Part A Amount
13	Antennas at Booster Pump Stations							
a. BPS A-1		LS	1	\$12,200.00	\$12,200.00	\$0.00	\$12,200.00	\$12,200.00
b. BPS B-1		LS	1	\$12,200.00	\$12,200.00	\$0.00	\$12,200.00	\$12,200.00
c. BPS B-2		LS	1	\$12,200.00	\$12,200.00	\$0.00	\$12,200.00	\$12,200.00
d. BPS D-1		LS	1	\$12,200.00	\$12,200.00	\$0.00	\$12,200.00	\$12,200.00
e. BPS E-1		LS	1	\$12,200.00	\$12,200.00	\$0.00	\$12,200.00	\$12,200.00
f. BPS F-2		LS	1	\$12,200.00	\$12,200.00	\$0.00	\$12,200.00	\$12,200.00
14	Antenna at Valve Station F-1	LS	1	\$12,200.00	\$12,200.00	\$0.00	\$12,200.00	\$12,200.00
15	Calibrate Existing Unit F Transducers	EA	13	\$436.00	\$5,668.00	\$0.00	\$436.00	\$5,668.00
16	Door Irrigation Devices							
a. ESI B-2 - Unit B-A2		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
b. ESI D-2 - Unit A-C2		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
c. ESI F-1 - Unit A-F1		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
d. ESI F-2 - Unit A-F2		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
e. ESI G-2 - Unit A-G2		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
f. ESI G-2 - Unit A-G2		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
g. ESI A-2/Unit A-1 - Unit B-A1		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
h. ESI A-2/Unit A-1 - Unit B-A2		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
i. ESI C-1/Unit C-1 - Unit B-C1		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
j. ESI C-1/Unit C-1 - Unit B-C2		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
k. ESI D-1/Unit D-1 - Unit B-D1		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
l. ESI E-1/Unit E-2 - Unit B-E1		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
m. ESI G-1/Unit G-1 - Unit B-G1		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
n. Unit A-1 - Unit C-A3		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
o. Unit B-2 - Unit C-B2		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
p. Unit D-2 - Unit C-D2		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
q. Unit F-1 - Unit C-F1		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
r. Unit F-2 - Unit C-F2		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
s. Unit G-2 - Unit C-G2		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
t. Unit G-3 - Unit C-G3		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
u. Unit G-3 - Unit C-G3		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
v. Unit G-3 - Unit C-G3		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
w. Unit G-3 - Unit C-G3		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
x. BPS B-1 - Unit G-B1		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
y. BPS B-2 - Unit G-B2		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
z. BPS D-1 - Unit G-D1		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
aa. BPS F-1 - Unit G-F1		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
ab. BPS F-2 - Unit G-F2		LS	1	\$1,560.00	\$1,560.00	\$0.00	\$1,560.00	\$1,560.00
17	Progear Water Meter Replacement							
a. ESI A-2/Unit A-2 - Unit B-A2		EA	1	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	\$10,400.00
b. ESI B-1/Unit B-1 - Unit B-B1		EA	1	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	\$10,400.00
c. ESI C-1/Unit C-1 - Unit B-C1		EA	1	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	\$10,400.00
d. ESI D-1/Unit D-1 - Unit B-D1		EA	1	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	\$10,400.00
e. ESI E-1/Unit E-2 - Unit B-E1		EA	1	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	\$10,400.00
f. ESI G-1/Unit G-1 - Unit B-G1		EA	1	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	\$10,400.00
g. Unit A-1 - Unit C-A3		EA	1	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	\$10,400.00
h. Unit B-2 - Unit C-B2		EA	1	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	\$10,400.00
i. Unit D-2 - Unit C-D2		EA	1	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	\$10,400.00
j. Unit F-1 - Unit C-F1		EA	1	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	\$10,400.00
k. Unit F-2 - Unit C-F2		EA	1	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	\$10,400.00
l. Unit F-3 - Unit C-F3		EA	1	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	\$10,400.00
m. Unit G-2 - Unit C-G2		EA	1	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	\$10,400.00
n. Unit G-3 - Unit C-G3		EA	1	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	\$10,400.00
18	Tubing Water Meter Replacement							
a. BPS A-1 - Unit G-A1		EA	1	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00	\$12,000.00
b. BPS F-1 - Unit G-F1		EA	1	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00	\$12,000.00
c. BPS F-2 - Unit G-F2		EA	1	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00	\$12,000.00
d. ESI A-1/Unit A-1 - Unit B-A1		EA	1	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00	\$12,000.00
19	8" Tubing Water Meter Replacement							
a. BPS B-1 - Unit G-B1		EA	1	\$16,900.00	\$16,900.00	\$0.00	\$16,900.00	\$16,900.00
b. BPS B-2 - Unit G-B2		EA	1	\$16,900.00	\$16,900.00	\$0.00	\$16,900.00	\$16,900.00
c. BPS F-1 - Unit G-F1		EA	1	\$16,900.00	\$16,900.00	\$0.00	\$16,900.00	\$16,900.00

WILD10X, period101x, excelsd1012.gen, excelw,MMADsupplDUR,IN COORDINATES SCADA PRO,JECTBld-Magstation(CNUT
DUPLIN-CD-27-SCADA-BVS-FEEL,CN1-PROPOBOL,MEC0-005.km

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01/14/2022
Wed 5:05 PM

[illegible]

Item	Description	Unit	Quantity	Contract A Per Proposal	Modification Part A	Add/Debits	Contract A Per Proposal	Modification
				Unit Price	Amount	Quantity	Amount	Amount
20	Automatic Transfer Switch Integration	LS	1					
a	Duplin County Water Department - Unit CCU	LS	1	\$1,780.00	\$1,780.00		\$0.00	\$1,780.00
b	Unit E-1 - Unit B-E1	LS	1	\$1,780.00	\$1,780.00		\$0.00	\$1,780.00
c	Unit D-2 - Unit C-D2	LS	1	\$1,780.00	\$1,780.00		\$0.00	\$1,780.00
d	Water F-2 - Unit F-2	LS	1	\$1,780.00	\$1,780.00		\$0.00	\$1,780.00
21	Spurred Valve Unit Switch and Enclosure Replacement	EA	10	\$14,200.00	\$14,200.00		\$0.00	\$14,200.00
22	Spurred Valve Standard Replacement	EA	10	\$1,420.00	\$14,200.00		\$0.00	\$14,200.00
23	Spurred Valve Float Switch Installation	EA	10				\$0.00	\$14,200.00
a	EST B-2 - Unit A-B2	EA	1	\$3,470.00	\$3,470.00		\$0.00	\$3,470.00
b	EST D-2 - Unit A-D2	EA	1	\$3,470.00	\$3,470.00		\$0.00	\$3,470.00
c	EST F-2 - Unit A-F2	EA	1	\$3,470.00	\$3,470.00		\$0.00	\$3,470.00
d	EST G-2 - Unit A-G2	EA	1	\$3,470.00	\$3,470.00		\$0.00	\$3,470.00
e	EST A-Unit A-1 - Unit B-A1	EA	1	\$3,470.00	\$3,470.00		\$0.00	\$3,470.00
f	EST A-Unit A-1 - Unit B-A1	EA	1	\$3,470.00	\$3,470.00		\$0.00	\$3,470.00
g	EST C-Unit A-1 - Unit B-C1	EA	1	\$3,470.00	\$3,470.00		\$0.00	\$3,470.00
h	EST D-1-Unit A-1 - Unit B-D1	EA	1	\$3,470.00	\$3,470.00		\$0.00	\$3,470.00
i	Water Station E-1 - Unit A-E1	EA	1	\$3,470.00	\$3,470.00		\$0.00	\$3,470.00
24	Replacement of Condensation Protection Heater and Thermostat	EA	13	\$347.00	\$4,511.00		\$0.00	\$4,511.00
25	Replacement of Pressure Protection Heater and Thermostat	EA	13	\$651.00	\$8,463.00		\$0.00	\$8,463.00
26	Score Parts for SCADA Control System	EA	1	\$12,000.00	\$12,000.00		\$0.00	\$12,000.00
27	Training of Owner's Personnel	EA	1	\$1,200.00	\$1,200.00		\$0.00	\$1,200.00
28	Training of Owner's Personnel	EA	4	\$1,200.00	\$4,800.00		\$0.00	\$4,800.00
29	GIS/A-Built Preparation and Publication Allowance	EA	1	\$30,000.00	\$30,000.00		\$0.00	\$30,000.00
30	Antenna Mount and Messenger Pipe Allowance	EA	1	\$15,000.00	\$15,000.00		\$0.00	\$15,000.00
a	EST A-1	EA	1	\$15,000.00	\$15,000.00		\$0.00	\$15,000.00
b	EST A-2	EA	1	\$15,000.00	\$15,000.00		\$0.00	\$15,000.00
c	EST B-1	EA	1	\$15,000.00	\$15,000.00		\$0.00	\$15,000.00
d	EST B-2	EA	1	\$15,000.00	\$15,000.00		\$0.00	\$15,000.00
e	EST C-1	EA	1	\$15,000.00	\$15,000.00		\$0.00	\$15,000.00
f	EST D-1	EA	1	\$15,000.00	\$15,000.00		\$0.00	\$15,000.00
g	EST D-2	EA	1	\$15,000.00	\$15,000.00		\$0.00	\$15,000.00
h	EST E-1	EA	1	\$15,000.00	\$15,000.00		\$0.00	\$15,000.00
i	EST F-1	EA	1	\$15,000.00	\$15,000.00		\$0.00	\$15,000.00
j	EST F-2	EA	1	\$15,000.00	\$15,000.00		\$0.00	\$15,000.00
k	EST F-3	EA	1	\$15,000.00	\$15,000.00		\$0.00	\$15,000.00
l	EST G-1	EA	1	\$15,000.00	\$15,000.00		\$0.00	\$15,000.00
m	EST G-2	EA	1	\$15,000.00	\$15,000.00		\$0.00	\$15,000.00
31	Internal Service Allowance	EA	1	\$2,000.00	\$2,000.00		\$0.00	\$2,000.00
Alternate Proposal Items								
10A	Spurred Valve B to 10 accept antenna boom is at least eight feet (8') AGL	LS	0	\$15,000.00	\$0.00		\$0.00	\$0.00
10B	Spurred Valve B to 10 accept antenna boom is at least eight feet (8') AGL	LS	0	\$16,000.00	\$0.00		\$0.00	\$0.00
10C	Spurred Valve B to 12 accept antenna boom is at least eight feet (8') AGL	LS	0	\$15,000.00	\$0.00		\$0.00	\$0.00
a	Unit B-2	LS	0	\$15,000.00	\$0.00		\$0.00	\$0.00
b	Unit B-2	LS	0	\$16,000.00	\$0.00		\$0.00	\$0.00
c	Unit D-2	LS	0	\$15,000.00	\$0.00		\$0.00	\$0.00
d	Unit F-2	LS	0	\$15,000.00	\$0.00		\$0.00	\$0.00
e	Unit F-2	LS	0	\$15,000.00	\$0.00		\$0.00	\$0.00
f	Unit F-3	LS	0	\$15,000.00	\$0.00		\$0.00	\$0.00
g	Unit G-2	LS	0	\$15,000.00	\$0.00		\$0.00	\$0.00
h	Unit G-3	LS	0	\$15,000.00	\$0.00		\$0.00	\$0.00
12B	Spurred Valve B to 12 accept antenna boom is at least eight feet (8') AGL	LS	0	\$15,000.00	\$0.00		\$0.00	\$0.00
a	Unit A-3	LS	0	\$16,000.00	\$0.00		\$0.00	\$0.00
b	Unit B-2	LS	0	\$16,000.00	\$0.00		\$0.00	\$0.00
c	Unit D-2	LS	0	\$16,000.00	\$0.00		\$0.00	\$0.00
d	Unit F-1	LS	0	\$16,000.00	\$0.00		\$0.00	\$0.00
e	Unit F-2	LS	0	\$16,000.00	\$0.00		\$0.00	\$0.00
f	Unit F-3	LS	0	\$16,000.00	\$0.00		\$0.00	\$0.00
g	Unit G-2	LS	0	\$16,000.00	\$0.00		\$0.00	\$0.00
h	Unit G-3	LS	0	\$16,000.00	\$0.00		\$0.00	\$0.00

Item	Description	Unit	Contract A1 Per Proposal	Negotiation Part A	Addendums	Contract A1 Per Proposal	Negotiation	
			Quantity	Amount	Quantity	Amount	Quantity	Amount
13A	Same as pr 13 except antenna boom is at least eight feet (8') AGL							
a. BPS A.1 - Unit G-A1		L/S	0	\$15,300.00	0	\$0.00	0	\$0.00
b. BPS B.1 - Unit G-B1		L/S	0	\$15,300.00	0	\$0.00	0	\$0.00
c. BPS B.2 - Unit G-B2		L/S	0	\$15,300.00	0	\$0.00	0	\$0.00
d. BPS D.1 - Unit G-D1		L/S	0	\$15,300.00	0	\$0.00	0	\$0.00
e. BPS D.2 - Unit G-D2		L/S	0	\$15,300.00	0	\$0.00	0	\$0.00
f. BPS F.2 - Unit G-F2		L/S	0	\$15,300.00	0	\$0.00	0	\$0.00
13B	Same as pr 13 except antenna boom is at least ninety feet (90') AGL							
a. BPS A.1 - Unit G-A1		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
b. BPS B.1 - Unit G-B1		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
c. BPS B.2 - Unit G-B2		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
d. BPS D.1 - Unit G-D1		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
e. BPS F.1 - Unit G-F1		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
f. BPS F.2 - Unit G-F2		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
14A	Same as pr 14 except antenna boom is at least eighty feet (80') AGL							
a. BPS A.1 - Unit G-A1		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
b. BPS B.1 - Unit G-B1		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
c. BPS B.2 - Unit G-B2		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
d. BPS D.1 - Unit G-D1		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
e. BPS F.1 - Unit G-F1		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
f. BPS F.2 - Unit G-F2		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
14B	Same as pr 14 except antenna boom is at least ninety feet (90') AGL							
a. BPS A.1 - Unit G-A1		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
b. BPS B.1 - Unit G-B1		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
c. BPS B.2 - Unit G-B2		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
d. BPS D.1 - Unit G-D1		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
e. BPS F.1 - Unit G-F1		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
f. BPS F.2 - Unit G-F2		L/S	0	\$16,600.00	0	\$0.00	0	\$0.00
Additive Antenna Proposal Items								
1C	Same as pr 1C except antenna boom is at least ninety feet (90') AGL							
a. BPS A.1 - Unit G-A1		L/S	0	\$36,300.00	1	\$58,300.00	1	\$58,300.00
b. BPS B.1 - Unit G-B1		L/S	0	\$36,300.00	1	\$58,300.00	1	\$58,300.00
c. BPS B.2 - Unit G-B2		L/S	0	\$36,300.00	1	\$58,300.00	1	\$58,300.00
d. BPS D.1 - Unit G-D1		L/S	0	\$36,300.00	1	\$58,300.00	1	\$58,300.00
e. BPS F.1 - Unit G-F1		L/S	0	\$36,300.00	1	\$58,300.00	1	\$58,300.00
f. BPS F.2 - Unit G-F2		L/S	0	\$36,300.00	1	\$58,300.00	1	\$58,300.00
Delete New Antenna Pole for Antenna at Davis Station F-1								
12D	Delete New Antenna Pole for Antenna at Davis Station F-1		1	\$4,000.00	0	\$0.00	0	\$0.00
12E	Delete New Antenna Pole for Antenna at Davis Station F-1		1	\$3,180.00	0	\$0.00	0	\$0.00
13D	Delete New Antenna Pole for Antenna at Booster Pump Station		1	\$3,180.00	0	\$0.00	0	\$0.00
14D	Delete New Antenna Pole for Antenna at Davis Station F-1		1	\$3,180.00	0	\$0.00	0	\$0.00
Total				\$1,613,202.00		\$5,940,000.00		\$1,607,252.00

TABULATION SHEET
2021 SCADA SYSTEM REPLACEMENT
CONTRACT NO. 1 - SCADA IMPROVEMENTS
MAY 24, 2022, 2:00 PM EDT
May 25, 2022

				Custom Controls Unlimited, LLC Raleigh, NC		Pitt Electric ORI, LLC Greenville, NC	
Item	Description	Unit	Qty	Unit Price	Total	Unit Price	Total
	Base Proposal Items						
1	SCADA System Computer and Peripherals	LS	1	\$49,000.00	\$49,000.00	\$161,000.00	\$161,000.00
2	SCADA System Backup Computer	LS	1	\$6,620.00	\$6,620.00	\$20,000.00	\$20,000.00
3	SCADA Remote Client Laptop Computer	EA	2	\$4,620.00	\$9,240.00	\$3,550.00	\$7,100.00
4	Unit CCU	LS	1	\$39,900.00	\$39,900.00	\$53,700.00	\$53,700.00
5	Units A						
	a. EST B-2 - Unit A-B2	LS	1	\$17,700.00	\$17,700.00	\$26,200.00	\$26,200.00
	b. EST D-2 - Unit A-D2	LS	1	\$17,700.00	\$17,700.00	\$26,200.00	\$26,200.00
	c. EST F-1 - Unit A-F1	LS	1	\$17,700.00	\$17,700.00	\$26,200.00	\$26,200.00
	d. EST F-2 - Unit A-F2	LS	1	\$17,700.00	\$17,700.00	\$26,200.00	\$26,200.00
	e. EST F-3 - Unit A-F3	LS	1	\$17,700.00	\$17,700.00	\$26,200.00	\$26,200.00
	f. EST G-2 - Unit A-G2	LS	1	\$17,700.00	\$17,700.00	\$26,200.00	\$26,200.00
6	Units B						
	a. EST A-1/Well A-1 - Unit B-A1	LS	1	\$24,700.00	\$24,700.00	\$26,100.00	\$26,100.00
	b. EST A-2/Well A-2 - Unit B-A2	LS	1	\$19,000.00	\$19,000.00	\$26,700.00	\$26,700.00
	c. EST B-1/Well B-1 - Unit B-B1	LS	1	\$19,000.00	\$19,000.00	\$26,100.00	\$26,100.00
	d. EST C-1/Well C-1 - Unit B-C1	LS	1	\$19,000.00	\$19,000.00	\$26,700.00	\$26,700.00
	e. EST D-1/Well D-1 - Unit B-D1	LS	1	\$19,000.00	\$19,000.00	\$26,100.00	\$26,100.00
	f. EST E-1/Well E-2 - Unit B-E1	LS	1	\$19,000.00	\$19,000.00	\$26,100.00	\$26,100.00
	g. EST G-1/Well G-1 - Unit B-G1	LS	1	\$19,000.00	\$19,000.00	\$26,100.00	\$26,100.00
7	Units C						
	a. Well A-3 - Unit C-A3	LS	1	\$16,300.00	\$16,300.00	\$23,300.00	\$23,300.00
	b. Well B-2 - Unit C-B2	LS	1	\$16,300.00	\$16,300.00	\$23,300.00	\$23,300.00
	c. Well D-2 - Unit C-D2	LS	1	\$16,300.00	\$16,300.00	\$23,300.00	\$23,300.00
	d. Well F-1 - Unit C-F1	LS	1	\$16,300.00	\$16,300.00	\$23,300.00	\$23,300.00
	e. Well F-2 - Unit C-F2	LS	1	\$16,300.00	\$16,300.00	\$23,300.00	\$23,300.00
	f. Well F-3 - Unit C-F3	LS	1	\$16,300.00	\$16,300.00	\$23,300.00	\$23,300.00
	g. Well G-2 - Unit C-G2	LS	1	\$16,300.00	\$16,300.00	\$23,300.00	\$23,300.00
	h. Well G-3 - Unit C-G3	LS	1	\$16,300.00	\$16,300.00	\$23,300.00	\$23,300.00
8	Units G						
	a. BPS A-1 - Unit G-A1	LS	1	\$22,400.00	\$22,400.00	\$32,100.00	\$32,100.00
	b. BPS B-1 - Unit G-B1	LS	1	\$22,400.00	\$22,400.00	\$29,300.00	\$29,300.00
	c. BPS B-2 - Unit G-B2	LS	1	\$22,400.00	\$22,400.00	\$29,300.00	\$29,300.00
	d. BPS D-1 - Unit G-D1	LS	1	\$22,400.00	\$22,400.00	\$29,300.00	\$29,300.00
	e. BPS F-1 - Unit G-F1	LS	1	\$22,400.00	\$22,400.00	\$32,100.00	\$32,100.00
	f. BPS F-2 - Unit G-F2	LS	1	\$22,400.00	\$22,400.00	\$29,300.00	\$29,300.00
9	Units V						
	a. Valve Station A-1 - Unit V-A1	LS	1	\$20,200.00	\$20,200.00	\$21,400.00	\$21,400.00
	b. Valve Station F-1 - Unit V-F1	LS	1	\$20,200.00	\$20,200.00	\$31,000.00	\$31,000.00
10	Antenna at Duplin County Water Department	LS	1	\$12,200.00	\$12,200.00	\$36,300.00	\$36,300.00

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11	Antennas at Elevated Storage Tanks						
	a. EST A-1	LS	1	\$10,900.00	\$10,900.00	\$24,400.00	\$24,400.00
	b. EST A-2	LS	1	\$10,900.00	\$10,900.00	\$24,400.00	\$24,400.00
	c. EST B-1	LS	1	\$10,900.00	\$10,900.00	\$24,400.00	\$24,400.00
	d. EST B-2	LS	1	\$10,900.00	\$10,900.00	\$24,400.00	\$24,400.00
	e. EST C-1	LS	1	\$10,900.00	\$10,900.00	\$24,400.00	\$24,400.00
	f. EST D-1	LS	1	\$10,900.00	\$10,900.00	\$24,400.00	\$24,400.00
	g. EST D-2	LS	1	\$10,900.00	\$10,900.00	\$24,400.00	\$24,400.00
	h. EST E-1	LS	1	\$10,900.00	\$10,900.00	\$24,400.00	\$24,400.00
	i. EST F-1	LS	1	\$10,900.00	\$10,900.00	\$24,400.00	\$24,400.00
	j. EST F-2	LS	1	\$10,900.00	\$10,900.00	\$24,400.00	\$24,400.00
	k. EST F-3	LS	1	\$10,900.00	\$10,900.00	\$24,400.00	\$24,400.00
	l. EST G-1	LS	1	\$10,900.00	\$10,900.00	\$24,400.00	\$24,400.00
	m. EST G-2	LS	1	\$10,900.00	\$10,900.00	\$24,400.00	\$24,400.00
12	Antennas at Wells						
	a. Well A-3	LS	1	\$12,200.00	\$12,200.00	\$36,100.00	\$36,100.00
	b. Well B-2	LS	1	\$12,200.00	\$12,200.00	\$36,100.00	\$36,100.00
	c. Well D-2	LS	1	\$12,200.00	\$12,200.00	\$36,100.00	\$36,100.00
	d. Well F-1	LS	1	\$12,200.00	\$12,200.00	\$36,100.00	\$36,100.00
	e. Well F-2	LS	1	\$12,200.00	\$12,200.00	\$36,100.00	\$36,100.00
	f. Well F-3	LS	1	\$12,200.00	\$12,200.00	\$36,100.00	\$36,100.00
	g. Well G-2	LS	1	\$12,200.00	\$12,200.00	\$36,100.00	\$36,100.00
	h. Well G-3	LS	1	\$12,200.00	\$12,200.00	\$36,100.00	\$36,100.00
13	Antennas at Booster Pump Stations						
	a. BPS A-1	LS	1	\$12,200.00	\$12,200.00	\$36,200.00	\$36,200.00
	b. BPS B-1	LS	1	\$12,200.00	\$12,200.00	\$36,200.00	\$36,200.00
	c. BPS B-2	LS	1	\$12,200.00	\$12,200.00	\$36,200.00	\$36,200.00
	d. BPS D-1	LS	1	\$12,200.00	\$12,200.00	\$36,200.00	\$36,200.00
	e. BPS F-1	LS	1	\$12,200.00	\$12,200.00	\$36,200.00	\$36,200.00
	f. BPS F-2	LS	1	\$12,200.00	\$12,200.00	\$36,200.00	\$36,200.00
14	Antenna at Valve Station F-1	LS	1	\$12,200.00	\$12,200.00	\$36,900.00	\$36,900.00
15	Calibrate Existing Unit F Transducers	EA	13	\$436.00	\$5,668.00	\$700.00	\$9,100.00

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16	Door Intrusion Devices							
a.	EST B-2 - Unit A-B2	LS	1	\$1,580.00	\$1,580.00	\$2,000.00	\$2,000.00	\$2,000.00
b.	EST D-2 - Unit A-D2	LS	1	\$1,580.00	\$1,580.00	\$2,000.00	\$2,000.00	\$2,000.00
c.	EST F-1 - Unit A-F1	LS	1	\$1,580.00	\$1,580.00	\$2,000.00	\$2,000.00	\$2,000.00
d.	EST F-2 - Unit A-F2	LS	1	\$1,580.00	\$1,580.00	\$2,000.00	\$2,000.00	\$2,000.00
e.	EST F-3 - Unit A-F3	LS	1	\$1,580.00	\$1,580.00	\$2,000.00	\$2,000.00	\$2,000.00
f.	EST G-2 - Unit A-G2	LS	1	\$1,580.00	\$1,580.00	\$2,000.00	\$2,000.00	\$2,000.00
g.	EST A-1/Well A-1 - Unit B-A1	LS	1	\$1,580.00	\$1,580.00	\$7,000.00	\$7,000.00	\$7,000.00
h.	EST A-2/Well A-2 - Unit B-A2	LS	1	\$1,580.00	\$1,580.00	\$5,000.00	\$5,000.00	\$5,000.00
i.	EST B-1/Well B-1 - Unit B-B1	LS	1	\$1,580.00	\$1,580.00	\$3,000.00	\$3,000.00	\$3,000.00
j.	EST C-1/Well C-1 - Unit B-C1	LS	1	\$1,580.00	\$1,580.00	\$3,000.00	\$3,000.00	\$3,000.00
k.	EST D-1/Well D-1 - Unit B-D1	LS	1	\$1,580.00	\$1,580.00	\$3,000.00	\$3,000.00	\$3,000.00
l.	EST E-1/Well E-2 - Unit B-E1	LS	1	\$1,580.00	\$1,580.00	\$3,000.00	\$3,000.00	\$3,000.00
m.	EST G-1/Well G-1 - Unit B-G1	LS	1	\$1,580.00	\$1,580.00	\$4,000.00	\$4,000.00	\$4,000.00
n.	Well A-3 - Unit C-A3	LS	1	\$1,580.00	\$1,580.00	\$3,000.00	\$3,000.00	\$3,000.00
o.	Well B-2 - Unit C-B2	LS	1	\$1,580.00	\$1,580.00	\$3,000.00	\$3,000.00	\$3,000.00
p.	Well D-2 - Unit C-D2	LS	1	\$1,580.00	\$1,580.00	\$3,000.00	\$3,000.00	\$3,000.00
q.	Well F-1 - Unit C-F1	LS	1	\$1,580.00	\$1,580.00	\$3,000.00	\$3,000.00	\$3,000.00
r.	Well F-2 - Unit C-F2	LS	1	\$1,580.00	\$1,580.00	\$3,000.00	\$3,000.00	\$3,000.00
s.	Well F-3 - Unit C-F3	LS	1	\$1,580.00	\$1,580.00	\$3,000.00	\$3,000.00	\$3,000.00
t.	Well G-2 - Unit C-G2	LS	1	\$1,580.00	\$1,580.00	\$3,000.00	\$3,000.00	\$3,000.00
u.	Well G-3 - Unit C-G3	LS	1	\$1,580.00	\$1,580.00	\$2,000.00	\$2,000.00	\$2,000.00
v.	BPS A-1 - Unit G-A1	LS	1	\$1,580.00	\$1,580.00	\$3,000.00	\$3,000.00	\$3,000.00
w.	BPS B-1 - Unit G-B1	LS	1	\$1,580.00	\$1,580.00	\$2,000.00	\$2,000.00	\$2,000.00
x.	BPS B-2 - Unit G-B2	LS	1	\$1,580.00	\$1,580.00	\$3,000.00	\$3,000.00	\$3,000.00
y.	BPS D-1 - Unit G-D1	LS	1	\$1,580.00	\$1,580.00	\$3,000.00	\$3,000.00	\$3,000.00
z.	BPS F-1 - Unit G-F1	LS	1	\$1,580.00	\$1,580.00	\$5,000.00	\$5,000.00	\$5,000.00
aa.	BPS F-2 - Unit G-F2	LS	1	\$1,580.00	\$1,580.00	\$5,000.00	\$5,000.00	\$5,000.00
bb.	Valve Station A-1 - Unit V-A1	LS	1	\$1,580.00	\$1,580.00	\$7,000.00	\$7,000.00	\$7,000.00
17	6" Propeller Water Meter Replacement							
a.	EST A-2/Well A-2 - Unit B-A2	EA	1	\$10,400.00	\$10,400.00	\$17,100.00	\$17,100.00	\$17,100.00
b.	EST B-1/Well B-1 - Unit B-B1	EA	1	\$10,400.00	\$10,400.00	\$16,500.00	\$16,500.00	\$16,500.00
c.	EST C-1/Well C-1 - Unit B-C1	EA	1	\$10,400.00	\$10,400.00	\$16,500.00	\$16,500.00	\$16,500.00
d.	EST D-1/Well D-1 - Unit B-D1	EA	1	\$10,400.00	\$10,400.00	\$16,500.00	\$16,500.00	\$16,500.00
e.	EST E-1/Well E-2 - Unit B-E1	EA	1	\$10,400.00	\$10,400.00	\$16,500.00	\$16,500.00	\$16,500.00
f.	EST G-1/Well G-1 - Unit B-G1	EA	1	\$10,400.00	\$10,400.00	\$16,500.00	\$16,500.00	\$16,500.00
g.	Well A-3 - Unit C-A3	EA	1	\$10,400.00	\$10,400.00	\$16,500.00	\$16,500.00	\$16,500.00
h.	Well B-2 - Unit C-B2	EA	1	\$10,400.00	\$10,400.00	\$16,500.00	\$16,500.00	\$16,500.00
i.	Well D-2 - Unit C-D2	EA	1	\$10,400.00	\$10,400.00	\$16,500.00	\$16,500.00	\$16,500.00
j.	Well F-1 - Unit C-F1	EA	1	\$10,400.00	\$10,400.00	\$16,500.00	\$16,500.00	\$16,500.00
k.	Well F-2 - Unit C-F2							

18	6" Turbine Water Meter Replacement								
	a. BPS A-1 - Unit G-A1	EA	1	\$12,000.00	\$12,000.00	\$26,000.00	\$26,000.00		
	b. BPS F-1 - Unit G-F1	EA	1	\$12,000.00	\$12,000.00	\$26,000.00	\$26,000.00		
	c. BPS F-2 - Unit G-F2	EA	1	\$12,000.00	\$12,000.00	\$26,000.00	\$26,000.00		
	d. EST A-1/Well A-1 - Unit B-A1	EA	1	\$12,000.00	\$12,000.00	\$26,000.00	\$26,000.00		
19	8" Turbine Water Meter Replacement								
	a. BPS B-1 - Unit G-B1	EA	1	\$16,900.00	\$16,900.00	\$31,900.00	\$31,900.00		
	b. BPS B-2 - Unit G-B2	EA	1	\$16,900.00	\$16,900.00	\$31,900.00	\$31,900.00		
	c. BPS F-1 - Unit G-D1	EA	1	\$16,900.00	\$16,900.00	\$31,900.00	\$31,900.00		
20	Automatic Transfer Switch Integration								
	a. Duplin County Water Department - Unit CCU	LS	1	\$1,780.00	\$1,780.00	\$5,000.00	\$5,000.00		
	b. Tank E-1 - Unit B-E1	LS	1	\$1,780.00	\$1,780.00	\$2,700.00	\$2,700.00		
	c. Well D-2 - Unit C-D2	LS	1	\$1,780.00	\$1,780.00	\$2,700.00	\$2,700.00		
	d. Well F-2 - Unit C-F2	LS	1	\$1,780.00	\$1,780.00	\$2,700.00	\$2,700.00		
21	Solenoid Valve limit Switch and Enclosure Replacement	EA	10	\$1,420.00	\$14,200.00	\$3,200.00	\$32,000.00		
22	Solenoid Valve Solenoid Replacement	EA	10	\$1,420.00	\$14,200.00	\$2,350.00	\$23,500.00		
23	Solenoid Valve Vault Float Switch Installation								
	a. EST B-2 - Unit A-B2	EA	1	\$3,470.00	\$3,470.00	\$8,000.00	\$8,000.00		
	b. EST D-2 - Unit A-D2	EA	1	\$3,470.00	\$3,470.00	\$8,000.00	\$8,000.00		
	c. EST F-2 - Unit A-F2	EA	1	\$3,470.00	\$3,470.00	\$8,000.00	\$8,000.00		
	d. EST F-3 - Unit A-F3	EA	1	\$3,470.00	\$3,470.00	\$8,000.00	\$8,000.00		
	e. EST G-2 - Unit A-G2	EA	1	\$3,470.00	\$3,470.00	\$8,000.00	\$8,000.00		
	f. EST A-1/Well A-1 - Unit B-A1	EA	1	\$3,470.00	\$3,470.00	\$8,000.00	\$8,000.00		
	g. EST A-2/Well A-2 - Unit B-A2	EA	1	\$3,470.00	\$3,470.00	\$8,000.00	\$8,000.00		
	h. EST C-1/Well C-1 - Unit B-C1	EA	1	\$3,470.00	\$3,470.00	\$8,000.00	\$8,000.00		
	i. EST D-1/Well D-1 - Unit B-D1	EA	1	\$3,470.00	\$3,470.00	\$8,000.00	\$8,000.00		
	j. Valve Station F-1 - Unit V-F1	EA	1	\$3,470.00	\$3,470.00	\$8,000.00	\$8,000.00		
24	Replacement of Condensation Protection Heater and Thermostat	EA	13	\$347.00	\$4,511.00	\$650.00	\$8,450.00		
25	Replacement of Freeze Protection Heater and Thermostat	EA	13	\$531.00	\$6,903.00	\$630.00	\$8,190.00		
26	Spare Parts for SCADA Control System	LS	1	\$12,600.00	\$12,600.00	\$10,500.00	\$10,500.00		
27	Training of Owner's Personnel	EA	1	\$1,200.00	\$1,200.00	\$3,800.00	\$3,800.00		
28	Training of Owner's Personnel	EA	4	\$1,200.00	\$4,800.00	\$1,900.00	\$7,600.00		
29	GIS/As-Built Preparation and Publication Allowance	AL	1	\$30,000.00	\$30,000.00	\$3,000.00	\$30,000.00		

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30	Antenna Mount and Messenger Pipe Allowance						
	a. EST A-1	AL	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	b. EST A-2	AL	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	c. EST B-1	AL	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	d. EST B-2	AL	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	e. EST C-1	AL	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	f. EST D-1	AL	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	g. EST D-2	AL	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	h. EST E-1	AL	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	i. EST F-1	AL	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	j. EST F-2	AL	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	k. EST F-3	AL	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	l. EST G-1	AL	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	m. EST G-2	AL	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
31	Internet Service Allowance	AL	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
	Base Proposal Item Subtotal				\$1,613,202.00		\$2,849,040.00
Alternate Proposal Items							
10A	Same as PI 10 except antenna boom is at least eighty feet (80') above ground level	LS	1	\$15,300.00	\$15,300.00	\$37,580.00	\$37,580.00
10B	Same as PI 10 except antenna boom is at least ninety feet (90') above ground level	LS	1	\$16,600.00	\$16,600.00	\$38,050.00	\$38,050.00
12A	Same as PI 12 except antenna boom is at least eighty feet (80') above ground level						
	a. Well A-3	LS	1	\$15,300.00	\$15,300.00	\$36,610.00	\$36,610.00
	b. Well B-2	LS	1	\$15,300.00	\$15,300.00	\$36,610.00	\$36,610.00
	c. Well D-2	LS	1	\$15,300.00	\$15,300.00	\$36,610.00	\$36,610.00
	d. Well F-1	LS	1	\$15,300.00	\$15,300.00	\$36,610.00	\$36,610.00
	e. Well F-2	LS	1	\$15,300.00	\$15,300.00	\$36,610.00	\$36,610.00
	f. Well F-3	LS	1	\$15,300.00	\$15,300.00	\$36,610.00	\$36,610.00
	g. Well G-2	LS	1	\$15,300.00	\$15,300.00	\$36,610.00	\$36,610.00
	h. Well G-3	LS	1	\$15,300.00	\$15,300.00	\$36,610.00	\$36,610.00
12B	Same as PI 12 except antenna boom is at least ninety feet (90') above ground level						
	a. Well A-3	LS	1	\$16,600.00	\$16,600.00	\$37,100.00	\$37,100.00
	b. Well B-2	LS	1	\$16,600.00	\$16,600.00	\$37,100.00	\$37,100.00
	c. Well D-2	LS	1	\$16,600.00	\$16,600.00	\$37,100.00	\$37,100.00
	d. Well F-1	LS	1	\$16,600.00	\$16,600.00	\$37,100.00	\$37,100.00
	e. Well F-2	LS	1	\$16,600.00	\$16,600.00	\$37,100.00	\$37,100.00
	f. Well F-3	LS	1	\$16,600.00	\$16,600.00	\$37,100.00	\$37,100.00
	g. Well G-2	LS	1	\$16,600.00	\$16,600.00	\$37,100.00	\$37,100.00
	h. Well G-3	LS	1	\$16,600.00	\$16,600.00	\$37,100.00	\$37,100.00
13A	Same as PI 13 except antenna boom is at least eighty feet (80') above ground level						
	a. BPS A-1 - Unit G-A1	LS	1	\$15,300.00	\$15,300.00	\$36,660.00	\$36,660.00
	b. BPS B-1 - Unit G-B1	LS	1	\$15,300.00	\$15,300.00	\$36,660.00	\$36,660.00
	c. BPS B-2 - Unit G-B2	LS	1	\$15,300.00	\$15,300.00	\$36,660.00	\$36,660.00
	d. BPS D-1 - Unit G-D1	LS	1	\$15,300.00	\$15,300.00	\$36,660.00	\$36,660.00
	e. BPS F-1 - Unit G-F1	LS	1	\$15,300.00	\$15,300.00	\$36,660.00	\$36,660.00
	f. BPS F-2 - Unit G-F2	LS	1	\$15,300.00	\$15,300.00	\$36,660.00	\$36,660.00

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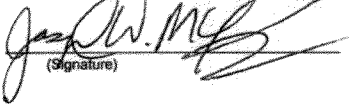
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13B	Same as PI 13 except antenna boom is at least ninety feet (90') above ground level						
	a. BPS A-1 - Unit G-A1	LS	1	\$16,600.00	\$16,600.00	\$37,150.00	\$37,150.00
	b. BPS B-1 - Unit G-B1	LS	1	\$16,600.00	\$16,600.00	\$37,150.00	\$37,150.00
	c. BPS B-2 - Unit G-B2	LS	1	\$16,600.00	\$16,600.00	\$37,150.00	\$37,150.00
	d. BPS D-1 - Unit G-D1	LS	1	\$16,600.00	\$16,600.00	\$37,150.00	\$37,150.00
	e. BPS F-1 - Unit G-F1	LS	1	\$16,600.00	\$16,600.00	\$37,150.00	\$37,150.00
	f. BPS F-2 - Unit G-F2	LS	1	\$16,600.00	\$16,600.00	\$37,150.00	\$37,150.00
14A	Same as PI 14 except antenna boom is at least eighty feet (80') above ground level	LS	1	\$15,300.00	\$15,300.00	\$37,600.00	\$37,600.00
14B	Same as PI 14 except antenna boom is at least ninety feet (90') above ground level	LS	1	\$16,600.00	\$16,600.00	\$38,100.00	\$38,100.00
	Alternate Proposal Item Subtotal				\$510,400.00		\$1,183,870.00
Additive Alternate Proposal Items							
1C	Backup Submaster Control	LS	1	\$38,300.00	\$38,300.00	\$0.00	\$0.00
	Additive Alternate Proposal Item Subtotal				\$38,300.00		\$0.00
Deductive Alternate Proposal Items							
10D	Delete New Antenna Pole for Antenna at Duplin County Water Department	LS	1	\$4,030.00	\$4,030.00	\$12,600.00	\$12,600.00
12D	Delete New Antenna Pole for Antenna at Wells	LS	1	\$3,180.00	\$3,180.00	\$12,600.00	\$12,600.00
13D	Delete New Antenna Pole for Antenna at Booster Pump Stations	LS	1	\$3,180.00	\$3,180.00	\$12,600.00	\$12,600.00
14D	Delete New Antenna Pole for Antenna at Valve Station F-1	LS	1	\$3,180.00	\$3,180.00	\$12,600.00	\$12,600.00
	Deductive Alternate Proposal Item Subtotal				\$13,570.00		\$50,400.00
	TOTAL BID				\$1,613,202.00		\$2,849,040.00

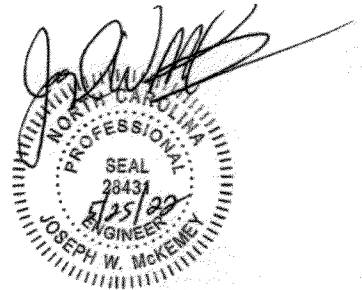
Mathematical errors

- Custom Controls Unlimited, LLC Proposal had a summation error for the total proposal amount.
- Pitt Electric ORI, LLC had a math error for the total amount for Proposal Item 25, $5630 \times 13 = \$8,190$.
- Pitt Electric ORI, LLC had a math error for the total amount for Proposal Item 28, $1,900 \times 4 = \$7,600$.

I, Joseph W. McKemey, certify that this Tabulation Sheet is correct to the best of my knowledge and belief.


(Signature)

5/25/22
(Date)



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DUPLIN-CO-21-SCADA-SYS-REPL-CN1-TAB-SHEET-002.xls

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2:14 PM
5/25/2022

CERTIFICATION OF THE AVAILABILITY OF REQUIRED NON-FEDERAL
MATCH FOR HOME & COMMUNITY CARE BLOCK GRANT

County: Duplin
SFY: FY 22-23

The following required 10% match will be used to match the Home & Community Care Block grant and will not be used to match any other federal or state funds during the contract period:

Older American's Act funding \$ 468,103
Required 10% Match \$ 52,011
Total Budget \$ 520,114

☒ Cash Match ☒ In-Kind
(Check one)

If cash match, list source and value of match: Duplin County Cash Match - \$26,008

If in-kind match, list source and value of match: Audit Expense, Office Expense, Other Personnel - \$26,005

Note: Match, whether in-kind or cash, cannot be from another federal or state source.

Dexter B Edwards
(Authorized signature)

Chairman, Board of Commissioners
(Title)

June 20, 2022
(Date)

DAAS -730
(Rev. 4/2019)

Home and Community Care Block Grant for Older Adults
County Funding Plan

Identification of Agency or Office with Lead Responsibility for County Funding Plan
County - Duplin July 1, 2022 through June 30, 2023

The agency or office with lead responsibility for planning and coordinating the County Funding Plan recommends this funding plan to the Board of Commissioners as a coordinated means to utilize community-based resources in the delivery of comprehensive aging services to older adults and their families.

Duplin County Services for the Aged
(Name of agency/office with lead responsibility)

Dexter B Edwards 6/20/22
Authorized signature (date)

Dexter B. Edwards, Chairman, Duplin Board of Commissioners
(Type name and title of signatory agent)



Home and Community Care Block Grant for Older Adults										DAAS-731 (Rev. 2/16)		
County Funding Plan										County - Duplin		
County Services Summary										July 2022 - June 2023		
	A				B	C	D	E	F	G	H	I
Services	Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units
	Access	In-Home	Other	Total								
Congregate			166103		18456	184559	18638	203197	21876	8.4367	300	23298
Home Delivered		105000			11667	116667	11600	128267	14438	8.0805	85	14500
Housing Home Imp.			5000		556	5556		5556			6	
In Home Aide I		150000			16667	166667		166667	7453	22.3629	125	7900
Transportation - G	42000				4667	46667		46667	3733	12.5012	20	3773
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Total	42000	255000	171103	468103	52013	520116	30238	550354	47500		536	49471



June 20, 2023
 Signature, Chairman, Board of Commissioners

Date

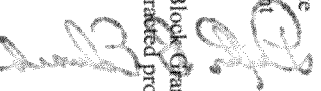
July 1, 2022 through June 30, 2023
Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Community Service Provider - Duplin County Services for the Aged agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

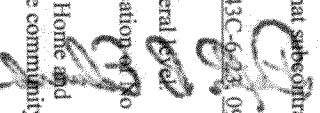
1. Services shall be provided in accordance with requirements set forth in:
 - a. The County Funding Plan
 - b. The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers
 - c. The Division of Aging and Adult services standards at <https://www.ncdhs.gov/divisions/daas/monitoring>

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority older adults will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
 - a. Eligibility determination
 - b. Client intake/registration
 - c. Client assessment/reassessments and quarterly visits, as appropriate
 - d. Determination of the amount of services to be received by the client
 - e. Review of consumer contributions policies with eligible clients
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.



5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and subcontracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.
10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).
11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
 - a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23.09 NCAC 03M)
 - b. The subcontractor has not been barred from doing business at the federal level
 - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
 - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.



14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate with the County in the performance of the County's duties under this Agreement.
16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.
17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on

behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.

21. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.

22. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule (<https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>). In addition, the NC Department of Natural and Cultural Resources has developed a General Records Schedule for local government Agencies as well as individual retention and disposition schedules for local government agencies like county social service agencies and local health departments. Those schedules are posted at <https://archives.ncdcr.gov/government/local>.

Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. By funding source and state fiscal year, the NC DHHS record retention schedule lists the earliest date that grant records in any format may be destroyed. The State Archives provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <https://archives.ncdcr.gov/government/records-management-tools/faq/how-can-i-destroy-records>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

Annual Expenditures	Report Required to AAA	Allowable cost for reporting
• Greater than \$25,000 and less than \$500,000 in state funds or \$750,000 in federal funds.	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book)	N.A.
• \$500,000+ in state funds but federal pass through in an amount less than \$750,000.	Audited Financial Statement in compliance with GAO/GAS (i.e., Yellow Book)	May use state funds, but not federal funds.
• \$500,000+ in state funds and \$750,000+ in federal pass through funds.	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e., Single Audit)	May use state and federal funds.
• Less than \$500,000 in state funds and \$750,000+ in federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e., Single Audit)	May use federal funds, but not state funds.

12. **Audit/Assessment Resolutions and Disallowed Cost.** It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9).

The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

13. **Indemnity.** The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.

effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

11. **Audit.** The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable.

Federal funds may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book** audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements in accordance with Administrative Code 09 NCAC 03M can be found at <https://www.osbm.nc.gov/stewardship-services/grants/grant-recipients>

The following chart provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

Annual Expenditures	Report Required to AAA	Allowable cost for reporting
• Less than \$25,000 in state or federal funds	Certification form and State Grants Compliance Reporting <\$25,000 (Item #11, Activities and Accomplishments) does not have to be completed) OR Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book).	N.A.

b. Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

c. Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

d. Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging and Adult Services through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers.

If through the U.S. Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the

Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging and Adult Services Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers.

8. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at <http://www.ncdohhs.gov/aging/monitor/policy.htm>.

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Sec. 308 of the AAA Policies and Procedures Manual. Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308.4. Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director
North Carolina Division of Aging and Adult Services
693 Palmer Drive
2101 Mail Service Center
Raleigh, North Carolina 27699-2101

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the

Home and Community Care Block Grant for Older Adults Agreement for the Provision of County-Based Aging Services

Witnesseth That:

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

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2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.

- ### 3. Grant Administration

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DAAS-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.

5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75. Subpart D-Post Federal Award Requirements. Procurement Standards. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.

- Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DAAS-732).

- a. Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

e. The subcontractor is registered as a charitable, tax-exempt (501(c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Aging and Adult Services is notified of suspected or confirmed security incidents and data breaches.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedules posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> by the NC Department of Health and Human Services Controller's Office, as well as the local government agency schedules posted at <https://archives.ncdcr.gov/government/local> by the NC Department of Natural and Cultural Resources.

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

(Authorized Signature) _____ 6/20/2022
(Date)

EASTERN CAROLINA COUNCIL OF GOVERNMENT
CONTRACT FOR AGING SERVICES
PROVIDED THROUGH THE OLDER AMERICANS ACT AND
STATE APPROPRIATED FUNDS FROM
THE NORTH CAROLINA DIVISION OF AGING AND ADULT SERVICES

This agreement entered between Duplin County (through Duplin County Services for the Aged, Lead Agency) (hereinafter referred to as the "Service Provider") and the Eastern Carolina Council of Governments (through its Area Agency on Aging) (hereinafter referred to as the "ECCAAA"). The County's federal tax identification number is 56-600296.

This contract shall be effective from July 1, 2022 and shall terminate on June 30, 2023.

Employment of the Service Provider: The ECCAAA hereby agrees to engage the Service Provider and the Service Provider hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions contained herein. The terms set forth in this Agreement for services rendered, payment, continuation, or renewal is contingent upon the receipt of funds by the ECCAAA. Now, therefore, in consideration of the premises, and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Name of Agency: Duplin County Services for the Aged
Federal Tax ID: 56-600296
Agency fiscal year: July 1, 2022 – June 30, 2023

☒ Public ☐ Private, Non-Profit ☐ Private, For Profit
Match: ☒ Cash ☒ In-Kind

1. **Contract Administration:**

For ECC	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Heather O'Connor, Director Area Agency on Aging Eastern Carolina Council PO Box 1717 New Bern, NC 28563	Heather O'Connor, Director Area Agency on Aging Eastern Carolina Council 233 Middle St, Suite 300 New Bern, NC 28560 Email: hocconnor@ecccga.org Telephone: (252) 638-3185
For the County *Lead Agency	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Duplin County Services for the Aged Melisa S. Brown, Director PO Box 928 Kenansville, NC 28349	Duplin County Services for the Aged Melisa S. Brown, Director PO Box 928 Kenansville, NC 28349 Email: melissab@duplincountync.com Telephone: 910-296-2140

2. **Funding Allocation:** Any required match will be used to match the non-block grants(s) and will not be used to match any other federal or state funds during the contract period. Match, whether in-kind or cash, cannot be from federal or state source. Services provided will be reflected on the signed DAAS 731 form.

Funding Source	Federal/State funds	Local Match	Total Grant Award
Home and Community Care Block Grant	468,103	52,011	520,114

3. **Compensation and Payments to the Service Provider:** The ECCAAA's obligation to pay the Service Provider any amount under this Agreement is conditioned upon receipt of funds. The Service Provider shall enter reimbursement requests in ARMS and be compensated for the work and services performed under this Agreement by the amount of reimbursement due the Service Provider will be the total monthly expenditures less any amount due for MIS fees and received from Consumer Contributions by payments to be made monthly by the Eastern Carolina Council of Governments via Electronic Funds Transfer (EFT). Failure to comply with the reporting requirements may result in either withholding or payback of funds or possible suspension/termination of funding. The total compensation to be paid the Service Provider under this Agreement may not exceed the "Total" (as set forth below). The amount of reimbursement due to the Service Provider will be the total monthly expenditures less any amount due for MIS fees or any income received from Consumer Contributions.

4. **Program Implications of the Home and Community Care Block Grant Program:**

- The Service Provider(s) shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DAAS-732) for the period ending June 30 for the year stated above.
- Availability of Funds: The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the ECCAAA.
- Grant Administration: The grant administrator for the ECCAAA shall be **Heather O'Connor**.
- Services Administrator: The grant administrator for the Service Provider shall be **Melissa S. Brown**. It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the ECCAAA in writing if the administrator changes during the grant period.
- Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DAAS-732) are to commence no earlier than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
- Assignability and Contracting: The Service Provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the ECCAAA, which does not conflict with the Requirements and Contracting Requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements. Procurement Standards. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
- Compensation and Payments to the County: The Service Provider shall be compensated for the work and services performed under this Agreement by payments to be made monthly by the ECCAAA. Total reimbursement to the service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DAAS-732). Notwithstanding anything else in this contract, to the extent that the ECCAAA is not reimbursed, the County will not be reimbursed.

- Reimbursement of Service Costs: Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.
- Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy: NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging through the ECCAAA to the County monthly, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.
- Collection of Non-Federal Matching Resources: There is a 10% matching requirement for the County for this service. In no case shall the local match directly or indirectly consist of federal or state funds from any source nor may any of the funds paid the County hereunder be used to match any other federal or state funds. (The amounts and sources of the non-federal match are described in the County Funding Plan for services submitted to the Area Agency on Aging and which ECCAAA has reviewed.)
- Reallocation of Funds and Budget Revisions: The County may authorize service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the ECCAAA prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.
- Monitoring: This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/policy.htm>.
 - The monitoring of services provided under this Agreement shall be carried out by the ECCAAA in accordance with its Assessment Plan and as specified in Administrative Letter 12-08. As of July 1, 2012, DAAS Program Compliance Representatives (PCRs) are no longer monitoring HCCBG services provided through county departments of social services.
 - Counties and service providers will receive a written report of monitoring non-compliance findings in accordance with procedures established in Section 308 of the ECCAAA Policies and Procedures Manual (<http://www.ncdhhs.gov/aging/monitor/policy.htm>). Any areas of non-compliance findings will be addressed in a written corrective action plan with the community service provider.
 - Counties and service providers are required to follow all NC DHHS Program Standards (<https://www.ncdhhs.gov/documents/daas-monitoring-service-standards>) and ECCAAA Monitoring Policies and Procedures.
- Documentation: Service Provider shall maintain records on each client served including all required information on the DAAS 101 Form, Consumer Contributions Provider Assurance form (signed and dated) and Client/Patient Rights form (signed and dated) and a confidentiality form (signed and dated). Failure to comply with program standards can result in payback of reimbursement received.

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- Service Providers will collaborate with ECCCAA and attends the Regional Provider scheduled meetings. The Service Provider will report all collaboration, partnership, activities, and recommendations to the County Aging Planning Committee.
- Service Providers will submit all Program Policies and Procedures to ECCCAA. If any changes are made to these Policies and Procedures after the initial copies have been submitted the service provider will submitted the updated copies to the ECCCAA in a timely manner.
- Programmatic and budget change requests are to be filed in writing to ECCCAA for review and approval prior to service and budget changes, <http://www.eccsog.org/documents-resources/>.
- Service Providers will submit **Monthly Non-Unit Reimbursement** DAAS-544 Forms and receipts by the 5th for the previous month of expenses to ECCCAA Consultant. * DAAS-544 and required documentation not being submitted on time may cause a delay of the Non-Unit reimbursement.
- Service Providers will submit **Monthly Consumer Contributions/Program Income** DAAS-543 Forms by the 5th for the previous month of expenses to ECCCAA Consultant.
- Service Providers will submit **The Internal Control Questionnaire** with the signed HCCBG Contract and HCCBG Budget Packet.
- If the Service Provider's records show that they have negotiated/arranged for any of the service categories to be provided by a government or not-for-profit organization, it must be with a clearly defined contract and/or agreement. If the Service Provider chooses to contract for any of the service categories with a for-profit agency, records must show that they have followed the reference regulation regarding bidding and awarding of federal funds, if applicable. An Exhibit 14A must be completed and sent to the ECCCAA with copies of all sub-contract contracts.

5. **Reallocations of Awarded Funds:** It is understood and agreed, that in the event the Service Provider's rate of progress on this Agreement is leading to the underutilization of the funds allocated, and if the Service Provider cannot demonstrate how funds will be appropriately utilized during the Agreement period, then, upon notice to the Service Provider, the ECCCAA may decrease the total compensation to be paid hereunder to reallocate funds to other Agreements. Funding allocations should be utilized consistently each month throughout the contract period, to prevent fourth quarter (April, May, and June) unloading to utilize funds.

6. **License and Permits:** The Service Provider shall maintain all required licenses, permits, bonds, and insurance required for carrying out contractual services. The Service Provider shall notify the ECCCAA immediately if any required licenses or other permits are canceled, suspended, or otherwise ineffective. Failure to maintain proper licenses, permits, bonds or insurance shall be a basis for the ECCCAA to disallow all or part of payments due under this Agreement and/or termination of this Agreement for cause.

7. **Reporting Requirements:** The County shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Service Provider Personnel:** The Service Provider represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the ECCCAA. All personnel engaged in the work shall be fully qualified.

9. **Approval of Subcontract or Assignability:** The Service Provider shall not assign all or any portion of its interest in this agreement, nor shall any of the work or services to be performed under this Agreement by the Service Provider be subcontracted, without the prior written approval of the ECCCAA.

10. **Documentation of Associated Expenses and Revenues:** The Service Provider shall maintain records sufficient to document receipts and expenditures of state grant funds under this agreement. The Service Provider documentation shall include unit verification documentation, delivery records, receipts for any supplies purchased for use on this agreement; Administrative breakdown of cost; any applicable subcontract expenditures; all applicable overhead and indirect expenditures; and such other documentation necessary to substantiate overall costs of delivering the contracted service. The Service Provider shall maintain all financial and program records for a period of seven (7) years from the date of final payment under this Agreement, for inspection by the ECCCAA, the NC Division of Aging and Adult Services, and the Comptroller General of the United States, or an of their duly authorized representatives. If any litigation, claim, negotiation, audit, or other action involving the Service Provider's records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.

11. **Inspections:** Authorized representatives of the ECCCAA and the NC Division of Aging and Adult Services may at any reasonable time review and inspect the project activities and data collected pursuant to this agreement. All reports and computations prepared by or for the Service Provider shall be made available to authorized representatives of the ECCCAA and the NC Division of Aging and Adult Services for inspection and review at any reasonable time in the Service Provider's office. Approval and acceptance of such material shall not relieve the Service Provider of its professional obligation to discover and correct, at its expense, any errors found in the work. To ensure adequate review and evaluation of the work, and proper coordination among interested parties, the ECCCAA shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The ECCCAA staff will conduct scheduled onsite and/or desk assessments (monitoring) and may also make unannounced visits for the purposes of evaluating the Service Provider's work.

12. **Compliance with Requirements of the ECCCAA, United States Department of Health and Human Service, State of North Carolina, and NC Division of Aging and Adult Services:** The Service Provider agrees that it is fully cognizant of the rules and regulations promulgated pursuant to Title III of the Older Americans and/or applicable State Law, and that all services will be performed in strict conformity to such existing regulations and any such regulations validly promulgated subsequent to the execution of this Agreement. The Service Provider shall be bound by the applicable terms and conditions of the Notification of Grant Award executed by the ECCCAA and the NC Division of Aging and Adult Services. Said Notification of Grant Award is on file in the office of the ECCCAA and is hereby made a part of this Agreement as fully as if the same were attached hereto. The Service Provider further agrees to comply with all applicable standards for service which are or may be specified by the Area Agency on Aging and which are hereby made a part of this Agreement as fully as if set forth within.

13. **Rights in Documents, Materials and Data Produced:** Service Provider agrees that at the discretion of the ECCCAA, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become, and remain, the property of the ECCCAA upon termination or completion of the work. Both the ECCCAA and the Service Provider shall have the right to use the same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Service Provider.

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14. **Interest of Service Provider:** The Service Provider covenants that neither the Service Provider nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Service Provider's service hereunder in an impartial and unbiased manner. The Service Provider further covenants that in the performance of this agreement, no person having any such interest shall be employed by the Service Provider as agent, Sub-Service Provider or otherwise.

15. **Interest of Members of the ECCAAA and Others:** No officer, member or employee of the ECCAAA, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such person have any interest direct or indirect, in this Agreement or the proceeds arising therefrom.

16. **Officials not to Benefit:** No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government or the North Carolina State Government, shall be entitled to any share or part of this contract or any benefits to arise here from.

17. **Equal Employment Opportunity:** The Service Provider shall comply with all federal and state requirements and North Carolina Executive Order 24 dated October 18, 2017, concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or expression.

The Service Provider shall make no distinction because race, color, religion, sex, national origin, sexual orientation, and physical or mental disability in providing to eligible individuals any service or other benefits under projects financed in whole or in part with Older Americans Act funds.

The Service Provider shall keep such records and submit such reports concerning characteristics of applicants for employment and employees as the ECCAAA and the NC Division of Aging and Adult Services may require. The Service Provider agrees to comply with such guidelines as the ECCAAA or the NC Division of Aging and Adult Services may issue to implement the requirements of this paragraph.

18. **Audit:** Community service providers, who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Service providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200 but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal Funds** may not be used to pay for a **Single or Yellow Book audit** unless it is federal requirement. **State Funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.hhs.gov/ncgrants/PublicReportsRegulations.jsp>

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

Annual Expenditures
Less than \$25,000 in State or Federal funds

Report Required to AAA
Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does not have to be completed)

Allowable Cost for Reporting
N/A

OR
Audited Financial Statements in Compliance with GAO/GAS (i.e., Yellow Book)

Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds

Certification form and Schedule of Service Provider Receipts >\$25,000 and Schedule of Receipts and Expenditures

N/A

OR

Audited Financial Statements in Compliance with GAO/GAS (i.e., Yellow Book)
Audited Financial Statement in compliance with GAO/GAS (i.e., Yellow Book)
\$500,000 + in State funds but Federal pass-through in an amount less than \$750,000

May use State funds, but not Federal Funds

\$500,000+ in State funds and \$750,000+ in Federal pass through funds

May use State and Federal funds

Less than \$500,000 in State and \$750,000+ in Federal pass-through funds

May use Federal funds but not State funds.

19. **Audit/Assessment Resolutions and Disallowed Cost:** It is further understood that the Service Provider is responsible to the ECCAAA clarifying any audit exceptions that may arise from any assessment. Service Provider's single or financial audit, or audits conducted by the State or Federal Government. In the event that the ECCAAA or the Department of Human Resources disallows any expenditure made by the Service Provider for any reason, the Service Provider shall promptly repay such funds to the NC Division of Aging and Adult Services pending the resolution of any appeal that the provider may file in accordance with Section 28.

20. **Indemnity and Insurance:** The Service Provider agrees to indemnify and save harmless the ECCAAA, its agents and employees from and against all loss, cost, damages, expense, and liability arising out of the Service Provider's performance of this agreement, to the extent allowable by law.

21. **Changes:** The ECCAAA may require changes in the work and services that the Service Provider is to perform hereunder. Such changes, including any increase or decrease in the amount of the Service Provider's compensation, which are mutually agreed upon by and between the ECCAAA and the Service Provider, shall be incorporated in written amendments to this Agreement.

22. **Termination of the Contract for Cause:** If through any cause, the Service Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Service Provider has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the ECCAAA shall have the right to terminate this Agreement by giving the Service Provider written notice of such termination no fewer than 15 days prior to the effective date of the termination. If for just cause the Service Provider is unable to perform the contractual service(s) specified in paragraph 2, the Service Provider shall have the right to such termination no fewer than 15 days prior to the effective date of the termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the ECCAAA, become its property. The Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

23. **Applicable Law:** This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

24. **Confidentiality:** The service user must be assured of the confidentiality of his/her private information and service use. Any reports, recipient information, data, or other materials given to or prepared or assembled by the Service Provider under this Agreement which ECCAAA requests to be made confidential shall not be made available to any individual or organization by the Service Provider without prior written approval of ECCAAA.

25. **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the ECCAAA 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.

26. **Care of Property:** The Service Provider agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this Contract or purchased by it for this contract and will reimburse ECCAAA for loss or damage of such property. At the termination of this Contract, the Service Provider shall contact ECCAAA for instructions as to the dispositions of such property and shall comply with these instructions.

27. **Assurances:** The Service Provider HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that Title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Service Provider receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

The Service Provider HEREBY AGREES THAT it will comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR 84) issued pursuant to that Section, to the end that, in accordance with Section 504 of that Act and the Regulation, no person in the United States shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Service Provider receives Federal financial assistance from The State of North Carolina, Department of Human Resources, Division of Aging, a recipient of Federal financial assistance from the Department (Grantor); and Hereby Gives Assurance that it will immediately take any measures necessary to effectuate this agreement.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

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

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

V. Certification Regarding Lobbying

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

State Certifications

Service Provider Certifications Required by North Carolina Law

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

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

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Service Provider named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Service Provider named below, and the Service Provider's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system, "E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Service Provider named below is not an "ineligible Service Provider" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Service Provider nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - ☒ Neither the Service Provider nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - ☐ The Service Provider or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Service Provider's officers, directors, or owners (if the Service Provider is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Service Provider will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - I. He or she is a duly authorized representative of the Service Provider named below;
 - II. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Service Provider.

The Service Provider HEREBY AGREES THAT it will comply with the Americans with Disabilities Act, Public Law 336 of the 101st Congress, enacted July 26, 1990. The ADA prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its designated officials pursuant to specific resolutions of their respective governing bodies or boards, as of the day and year first above written.

COUNTY OF DUPLIN ATTEST:

BY: Melissa S. BMM

Authorized Official

ECCOAAA ATTEST:

BY: _____

James V. Bender Jr., Board President of ECCOAG

BY: _____

Heather O'Connor, Area Agency on Aging Director of ECC

DATE OF ISSUANCE: _____

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: _____

Leighann Morgan, Deputy Finance Director of ECC

Appendix A

FEDERAL CERTIFICATIONS

The undersigned states that:

- (a) He or she is the duly authorized representative of the Service Provider named below;
- (b) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a class 1 felony.
- (c) He or she is authorized to make, and does hereby make, the following certifications on behalf of the Service Provider, as set out herein:
 - I. The Certification Regarding Nondiscrimination;
 - II. The Certification Regarding Drug-Free Workplace Requirements;
 - III. The Certification Regarding Environmental Tobacco Smoke;
 - IV. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - V. The Certification Regarding Lobbying;
- (d) The Service Provider has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- (e) The Service Provider shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature Melissa S. BMM Title _____ Director _____

Duplin County Services for the Aged _____ Date 6/20/2022
County Name

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

23. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

Duplin County

Attest:

 By: 

Chairman, Board of Commissioners

Area Agency

Attest:

By:

Area Agency Director
Executive Director,
Lead Regional Organization

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

By:

FINANCE OFFICER, Lead Regional Organization

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

1. The Service Provider certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Service Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Service Provider's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

- i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Instructions

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

- 1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

NORTH CAROLINA CONTRACT FOR STREAM DEBRIS REMOVAL
DUPLIN COUNTY

THIS CONTRACT is made, and entered into this the 20th day of June 2022, by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and J & J Environmental, a corporation duly authorized to do business in the State of North Carolina, (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. The County has been appropriated funds for a Stream Debris Removal Project on Rockfish2 Creek in Duplin County. The stream debris removal shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel. The County will require the debris removed to be placed a minimum of 20 feet from the edge of the stream and on the same side that it originated.

It is expressly agreed that, in addition, the following trees must be removed:

- Any tree that is leaning over the channel at an angle greater than 30 degrees of vertical and are dead or severely undercut.
- Any tree with damaged root systems.
- Any tree that is relying upon adjacent vegetation for support and may fall into the channel within one year and create blockage to flow.

Contractor timely responded to the County's REQUEST FOR PROPOSALS FOR STREAM DEBRIS REMOVAL (CLEARING AND SNAGGING) WITHIN ROCKFISH2 CREEK PROJECT, DUPLIN COUNTY, NORTH CAROLINA, and was selected to remove stream debris in Rockfish2 (see ATTACHMENT A which is incorporated herein and made a part of this Contract). It is agreed by the parties that the Contractor will perform the work in accordance with General Specifications, Other Specifications, Guidelines, Provisions, and Descriptions & Specifications as set forth and referenced in ATTACHMENT B Clearing and Snagging Project and ATTACHMENT C USDA-NRCS NC Supplement S-326-1 Technical Guide Section IV, Clearing and Snagging Specifications, which are incorporated herein and made a part of this Contract.

Work shall not be deemed completed under this Contract unless and until approved by the Duplin County Soil and Water Conservation Department and an inspector from the North Carolina Division of Soil and Water Conservation. Inspection of work at Contractor's request shall be promptly completed and assessment of Contractor's compliance shall be made in good faith.

2. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.

- 2.1 This Contract shall commence on the date first written above (hereinafter "Commencement Date"). The Contractor shall notify the Owner in writing not less than five (5) days before commencing the Work.
- 2.2 The Contractor shall achieve Substantial Completion of the entire Work no later than November 30, 2022. In view of the difficulty of estimating damages to the County by

reason of the failure of the Contractor to complete the work herein proposed within the time limit herein proposed, or within such further time as same may be extended upon mutual written agreement of the parties, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of TWO HUNDRED DOLLARS (\$200.00) per day for each and every calendar day that the work may be incomplete beyond November 30, 2022, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. Any adjustment to the November 30, 2022, contract completion date must be made in writing by the Duplin County Soil and Water Department.

- 3. **PAYMENT TO CONTRACTOR.** Contractor shall receive from the County a sum not to exceed Dollars **\$249,000.00**, as full compensation for the provision of services provided under this Contract, subject to deductions as provided in the Contract Documents. Any addition to the contract price must be mutually agreed upon in writing. The County agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Payments will be processed promptly upon receipt and approval of the invoice by COUNTY. Contractor shall furnish a Form W-9 Taxpayer Identification, a copy of which shall be attached hereto.

Liens of work will be completed as prioritized by Duplin Soil and Water Conservation staff. Payment for completed items may be made by submitting invoices. No partial payments will be issued for partially completed work items.

No payment(s) shall be due under this Contract unless and until the section of work purportedly completed by Contractor has been approved by the Duplin County Soil and Water Conservation Department and an inspector from the North Carolina Division of Soil and Water Conservation. Payment shall further be contingent on the conditions set forth below.

- 4. **CONTRACTOR'S RESPONSIBILITIES.** The Contractor shall:

Complete the clearing and snagging project as described in **ATTACHMENT B Clearing and Snagging Project** and **ATTACHMENT C USDA-NRCS NC Supplement S-326-1 Technical Guide Section IV, Clearing and Snagging Specifications, which are incorporated herein and made a part of this Contract.** Contractor shall further satisfy each of the following conditions:

- 4.1 Provide any lien waiver requested by the County, prior to final payment from the County; and
- 4.2 Obtain written approval of the satisfactory completion of the work as set forth herein from both the Duplin County Soil & Water Conservation representative and the North Carolina Division of Soil and Water Conservation; and
- 4.3 The work as listed above and contemplated herein shall be performed in a workman-like manner and must be approved by both a representative of the Duplin County Soil and Water Conservation Department and North Carolina Division of Soil and Water Conservation prior to completion and certification of work or payment being made; and
- 4.4 Adhere to the specifications, guidelines and provisions included in this Contract and all attachments thereto;

- 4.5 Provide County with updated and current lists of all employees, vehicles, and equipment being used to perform work under this Contract. County shall be immediately notified of any changes to these lists; and

- 4.6 Contractor is expressly prohibited from using subcontractors without first obtaining written permission and authorization from County.

- 5. **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 and workmanlike manner in accordance with the standards of applicable professional organizations and licensing agencies.

- 6. **INDEMNITY AND HOLD HARMLESS.** 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 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 and hold harmless agreement shall survive the termination of this Contract.

- 7. **INSURANCE AND BONDS.**

7.1 **CONTRACTOR'S LIABILITY INSURANCE.** Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in North Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;

claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

claims for damages insured by usual personal injury liability coverage which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or by another person;

claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

claims involving contractual liability insurance applicable to the Contractor's obligations under Article 3 of the General Conditions.

7.2 The insurance required as stated above shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Under no circumstance shall the insurance coverage maintained by Contractor be less than the following:

\$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

\$500,000 --- Workers' Compensation

7.3 Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the Work. The Certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County. If any of the foregoing insurance coverage is required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

7.4 BUILDER'S ALL RISK COVERAGE. Unless otherwise provided the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in North Carolina, Builder's All Risk Coverage, in an amount equal to 100% of the Contract Sum under this Agreement.

7.5 PERFORMANCE BOND AND PAYMENT BOND. The Contractor shall furnish bonds, in an amount not less than 100 percent (100%) of the original contract price, covering the faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or required by North Carolina law.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

8. **LICENSE, 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.

9. **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.

10. **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.

11. **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 provision 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.

12. **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.

13. **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

CONTRACTOR shall be deemed to be in default of this Contract for any of the following reasons:

- i. Failure to furnish materials or execute work in accordance with the provisions of this Agreement;

- ii. Failure to proceed with or complete the work within the time limit specified in this Agreement;
- iii. Death and/or Corporation or Partnership dissolution;
- iv. Insolvency;
- v. Bankruptcy; or
- vi. Failure to provide proof of continued required general liability and/or workers' compensation insurance (note: any lapse of insurance this Contract terminates).

The examples of default set forth above are not all-inclusive and should in no way be construed to limit the County's right to allege and assert other instances of default by Contractor. Contractor shall be responsible for any and all costs and damages of the OWNER resulting from said default.

14. **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.

15. **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.

16. **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.

17. **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(a)) 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.

18. **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.

19. **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.

20. **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: Davis Brinson, County Manager
PO Box 950
Kenansville, NC 28349

J & J Environmental
ATTN: Jimmy Droze
1815-C Virginia Road
Edenton, NC 27432

21. **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.

22. **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.

23. **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.

24. **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.

25. **ENTIRE CONTRACT.** This Contract, including attachments, 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. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

26. **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.

27. **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.

28. **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

By: *Angie B. Quinn*

Printed Name: Angie B. Quinn

Title: Solidification Director

Date: 6/9/22

By: *Dexter B. Edwards*

Printed Name: Dexter B. Edwards

Title: Chairman/ County Commissioner

Date: June 20, 2022

CONTRACTOR

By: *J & J Environmental LLC*

Printed Name: Jennie Dore, Dennis

Title: Member/Manager

Date: 6/9/2022

DUPLIN County

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

Duplin County Finance Officer

ATTACHMENTS to follow



NORTH CAROLINA
DUPLIN COUNTY
CONTRACT FOR MAINTENANCE
& REPAIRS

THIS CONTRACT is made, and entered into this the 20th day of June, 2022, by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and, D & D Construction, a corporation duly authorized to do business in the State of North Carolina, (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.** The County is the owner and operator of certain watershed improvement projects known as the Limestone Creek and Muddy Creek Watershed Projects, within the County of Duplin, and the County has appropriated funds for maintenance and repair work of these specified areas. Contractor timely responded to the County's REQUEST FOR PROPOSALS FOR MAINTENANCE REPAIRS ON LATERALS AND DRAINAGEWAYS WITHIN THE LIMESTONE CREEK AND MUDDY CREEK WATERSHED PROJECTS, DUPLIN COUNTY, NORTH CAROLINA, and was selected to maintain the areas within the watershed projects. It is agreed by the parties that Contractor will perform the work in accordance with General Specifications, Other Specifications, Guidelines, Provisions, and Descriptions & Specifications for Specific Job Types as previously set forth and referenced in Exhibit A which is incorporated herein and made a part of this Contract.

2. **DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION, AND RENEWAL OPTION.**

2.1 This Contract shall commence on the date first written above (hereinafter "Commencement Date"). The Contractor shall notify the Owner in writing not less than five (5) days before commencing the Work.

2.2 The Contractor shall achieve Substantial Completion of the entire Work no later than September 30, 2022. In view of the difficulty of estimating damages to the County by reason of the failure of the Contractor to complete the work herein proposed within the time limit herein proposed, or within such further time as same may be extended upon mutual written agreement of the parties, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of TWO HUNDRED DOLLARS (\$200.00) per day for each and every calendar day that the work may be incomplete beyond September 30, 2022, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. Any adjustment to the September 30, 2022, contract completion date must be made in writing by the Duplin County Soil and Water Department.

2.3 The parties may mutually agree to renew this Contract for two (2) additional periods (July 1, 2023 through September 30, 2023 and July 1, 2024 through September 30, 2024), so long as agreed upon prior to December 1 the year the base term or extended terms is set to expire. Any such agreement to renew this Contract must be in writing.

3. **PAYMENT TO CONTRACTOR.** Contractor shall receive from the County a sum not to exceed Dollars \$77,890.00, as full compensation for the provision of services provided under this Contract, subject to additions and deductions as provided in the Contract Documents. The County agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Payments will be processed promptly upon receipt and approval of the invoice by COUNTY. Contractor shall furnish a Form W-9 Taxpayer Identification, a copy of which shall be attached hereto.

Items of work will be completed as prioritized by Duplin Soil and Water Conservation staff. Payment for completed and approved items may be made on a monthly basis with invoices being submitted. No partial payments will be issued for partially completed work items. Payment shall be contingent on the conditions listed below.

4. **CONTRACTOR'S RESPONSIBILITIES.** The Contractor shall:

- 4.1 Complete repairs as described in Exhibit A, Description & Specifications for Specific Job Types, and items prioritized/specified in Exhibit B - Bid Items, and at the sites depicted on the plan map attached hereto and incorporated by reference as Exhibit C.
- a. Repair Eroded Area of Channel Side Slope
 - b. Replace/Repair Existing Culvert
 - c. Repair Erosion at Culvert Crossing
 - d. Remove Sediment/Debris from Channel
 - e. Repair Travel way/Remove Debris from Travel way
 - f. Other

4.2 Provide written sub-contractors lien waiver, suppliers lien waiver, and any other lien waiver requested by the County, prior to final payment from the County;

4.3 Provide written approval by a Soil & Water Staff representative of the satisfactory completion of the work;

4.4 The work as listed above shall be performed in a workman like manner and must be approved by a representative of the Duplin County Soil and Water Conservation Department prior to completion and certification of work or payment being made; and

4.5 Adhere to the specifications, guidelines and provisions included in said contract.

5. **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.

6. **INDEMNITY AND HOLD HARMLESS.** 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 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 and hold harmless agreement shall survive the termination of this Contract.

7. **INSURANCE AND BONDS.**

7.1 **CONTRACTOR'S LIABILITY INSURANCE.** Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in North Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;

claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

claims for damages insured by usual personal injury liability coverage which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or by another person;

claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

claims involving contractual liability insurance applicable to the Contractor's obligations under Article 3 of the General Conditions.

7.2 The insurance required as stated above shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Under no circumstance shall the insurance coverage maintained by Contractor be less than the following:

\$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
\$500,000 --- Workers' Compensation

7.3 Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the Work. The Certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County. If any of the foregoing insurance coverage is required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

7.4 **BUILDER'S ALL RISK COVERAGE.** Unless otherwise provided the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in North Carolina, Builder's All Risk Coverage, in an amount equal to 100% of the Contract Sum under this Agreement.

7.5 **PERFORMANCE BOND AND PAYMENT BOND.** The Contractor shall furnish bonds covering the faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or required by North Carolina law.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

8. **LICENSE, 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.

9. **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.

10. **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.

11. **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 provision 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.

- 12. **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.

- 13. **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

CONTRACTOR shall be deemed to be in default of this Contract for any of the following reasons:

- i. Failure to furnish materials or execute work in accordance with the provisions of this Agreement;
- ii. Failure to proceed with or complete the work within the time limit specified in this Agreement;
- iii. Death and/or Corporation or Partnership dissolution;
- iv. Insolvency;
- v. Bankruptcy; or
- vi. Failure to provide proof of continued required general liability and/or workers' compensation insurance (note: any lapse of insurance this Contract terminates).

The examples of default set forth above are not all-inclusive and should in no way be construed to limit the County's right to allege and assert other instances of default by Contractor. Contractor shall be responsible for any and all costs and damages of the OWNER resulting from said default.

- 14. **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.

- 15. **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.

- 16. **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.

- 17. **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(a.) 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.

- 18. **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.

- 19. **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.

- 20. **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: Davis Brinson
PO Box 950
224 Seminary Street
Kenansville, NC 28349

D & D Construction
ATTN: Douglas Sholar
291 Angola Bay Road
Wallace, NC 28466

- 21. **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.

- 22. **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.

- 23. **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.
- 24. **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.
- 25. **ENTIRE CONTRACT.** This Contract, including attachments, 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. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
- 26. **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.
- 27. **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.
- 28. **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 -
Angela B. Miller
Date Reviewed: 6-9-22

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

Duplin County Finance Officer

CONTRACTOR
By: *Calvin* 6-8-22

Printed Name: Douglas Sholar

Title: Owner

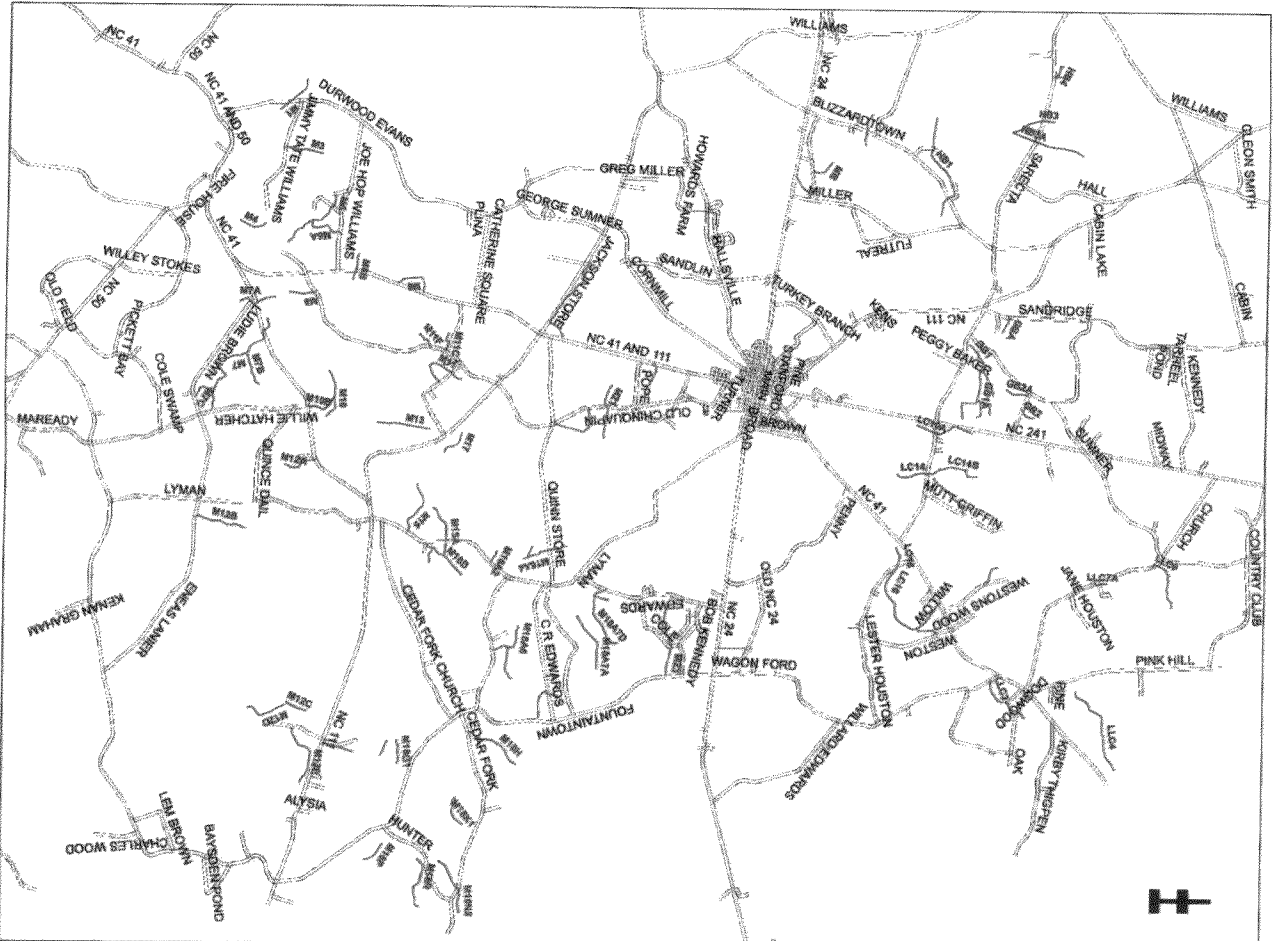
DUPLIN County
By: *Dexter B. Edwards*

Printed Name: Dexter B. Edwards

Title: Chairman/Commissioner

ATTACHMENTS to follow

Limestone Muddy Creek laterals



NORTH CAROLINA
MOWING MAINTENANCE
CONTRACT
DUPLIN COUNTY

THIS CONTRACT is made, and entered into this the 20th day of June 2022, by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and, CONTRACTOR, a corporation duly authorized to do business in the State of North Carolina, (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.** The County is the owner and operator of certain watershed improvement projects known as the Limestone Creek and Muddy Creek Watershed Projects, within the County of Duplin, and the County has appropriated funds for maintenance and repair work of these specified areas. Contractor timely responded to the County's REQUEST FOR PROPOSALS FOR MOWING MAINTENANCE ON THE MAIN AND LATERAL TRAVELWAYS AND DRAINAGEWAYS WITHIN THE LIMESTONE CREEK AND MUDDY CREEK WATERSHED PROJECTS, DUPLIN COUNTY, NORTH CAROLINA, and was selected to perform mowing services within the watershed projects.

It is agreed by the parties that Contractor will perform the work in accordance with General Specifications, Other Specifications, Guidelines, Provisions, and Descriptions & Specifications for Specific Job Types as previously set forth and referenced in Exhibit A which is incorporated herein and made a part of this Contract. The travel ways and drainage ways are to be mowed with a bush hog or similar type mower. The side slopes and bottom of existing channels are to be mowed. Any debris larger than two (2) inches in diameter left in channels after mowing is to be removed and deposited no closer than 25' from the top of the channel on the travel way side.

2. **DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION DATE, RENEWAL OPTION.** Maintenance mowing may be completed only during the period of December 1, 2022 through February 28, 2023. Work sites will be coordinated and prioritized by Duplin County NRCS/Soil & Water Conservation personnel (inspectors) prior to beginning work.

The Contractor shall achieve Substantial Completion of the entire Work no later than February 28, 2023. In view of the difficulty of estimating damages to the County by reason of the failure of the Contractor to complete the work herein proposed within the time limit herein proposed, or within such further time as same may be extended upon mutual written agreement of the parties, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of TWO HUNDRED DOLLARS (\$200.00) per day for each and every calendar day that the work may be incomplete beyond February 28, 2023 which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. Any adjustment to the February 28, 2023 contract completion date must be made in writing by the Duplin County Soil and Water Department.

The parties may mutually agree to renew this Contract for two (2) additional periods (December 1, 2023 through February 28, 2024 and December 1, 2024 through February 28, 2025), so long as agreed upon prior to May 1 the year the base term or extended term is set to expire. Any such agreement to renew this Contract must be in writing.

1 inch = 5,583 feet

3. **PAYMENT TO CONTRACTOR.** Contractor shall receive from the County a sum not to exceed **\$49,800.00** as full compensation for the provision of services provided under this Contract, subject to additions and deductions as provided in the Contract Documents. The County agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Payments will be processed promptly upon receipt and approval of the invoice by COUNTY. Contractor shall furnish a Form W-9 Taxpayer Identification, a copy of which shall be attached hereto.

The work performed by Contractor must be done in a workman like manner and must be approved by a representative of the Duplin County Soil and Water Conservation Department prior to completion and certification of work or payment being made.

Items of work will be completed as prioritized by Duplin Soil and Water Conservation staff. Payment for completed and approved items may be made on a monthly basis with invoices being submitted. No partial payments will be issued for partially completed work items. Payment shall be contingent on the conditions listed below.

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, BONDS, AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification and hold harmless agreement 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
\$500,000 ---- Workers' Compensation

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.

Contractor shall also furnish bonds covering the faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or required by North Carolina law. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

6. **LICENSE, 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 provision 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.

CONTRACTOR shall be deemed to be in default of this Contract for any of the following reasons:

- i. Failure to furnish materials or execute work in accordance with the provisions of this Agreement;
- ii. Failure to proceed with or complete the work within the time limit specified in this Agreement;
- iii. Death and/or Corporation or Partnership dissolution;
- iv. Insolvency;
- v. Bankruptcy; or
- vi. Failure to provide proof of continued required general liability and/or workers' compensation insurance (note: any lapse of insurance this Contract terminates).

The examples of default set forth above are not all-inclusive and should in no way be construed to limit the County's right to allege and assert other instances of default by Contractor. Contractor shall be responsible for any and all costs and damages of the County resulting from said default.

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(a).) 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: Davis Brinson
PO Box 950
224 Seminary Street
Kenansville, NC 28349

Han-Dy-Land Farms
ATTN: Hank Bond
260 Batchelor Bay Road
Wallace, NC 28466

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 attachments, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior

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

Date Reviewed: 5/13/2022

CONTRACTOR

By: Frank Brown

Printed Name: Hank Bond

Title: Dinner

D

DUPLIN COUNTY
By: Debra B. Edmunds

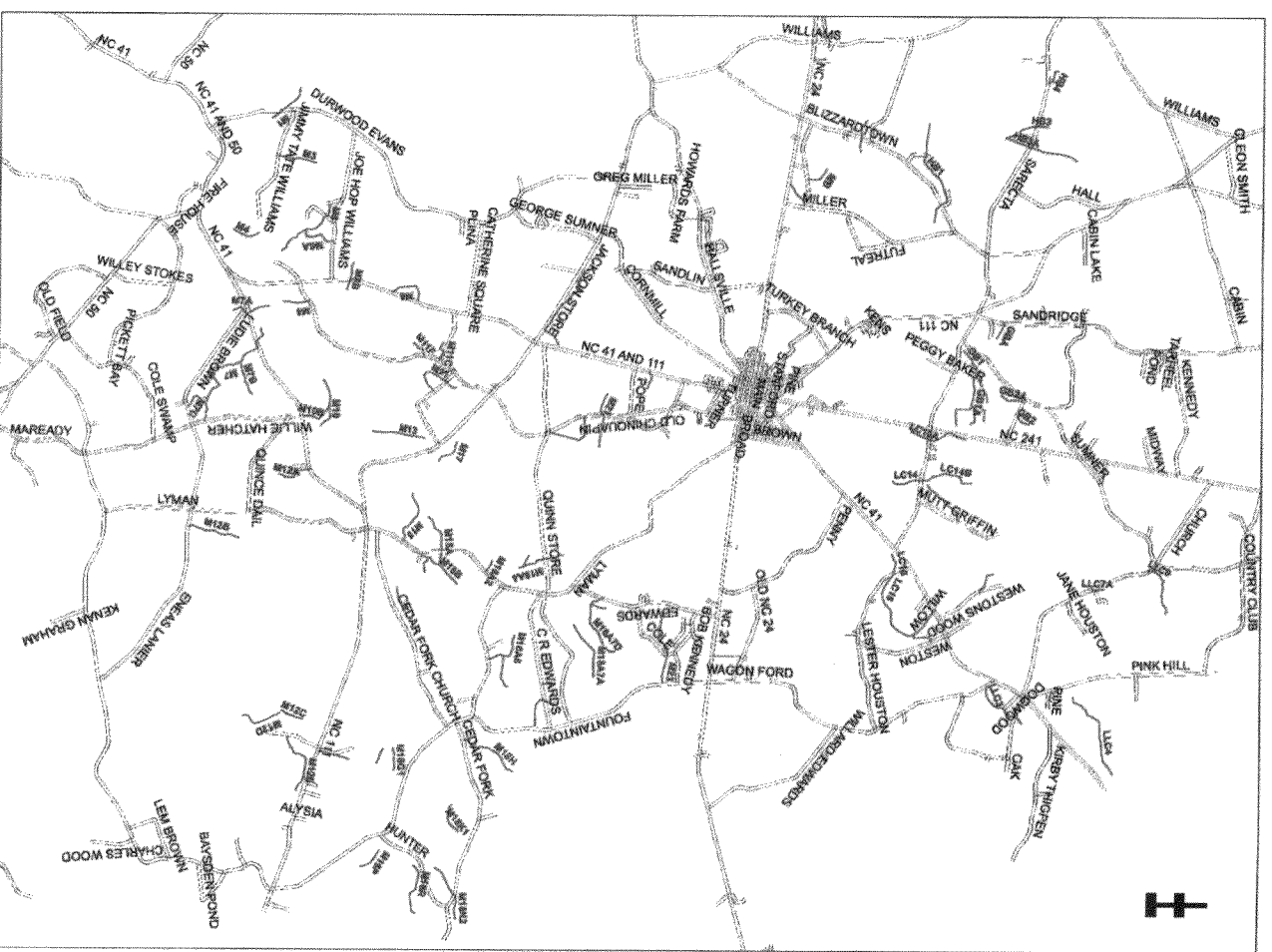
Printed Name: Dexter B. Edwards

Title: Chairman/ Commissioner

Duplin County Finance Officer

ATTACHMENTS to follow

Limestone Muddy Creek laterals



9

1 inch = 5,583 feet

NORTH CAROLINA
MOWING MAINTENANCE
CONTRACT
DUPLIN COUNTY

THIS CONTRACT is made, and entered into this the 20th day of June 2022, by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and, CONTRACTOR, a corporation duly authorized to do business in the State of North Carolina, (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.** The County is the owner and operator of certain watershed improvement projects known as the Limestone Creek and Muddy Creek Watershed Projects, within the County of Duplin, and the County has appropriated funds for maintenance and repair work of these specified areas. Contractor timely responded to the County's REQUEST FOR PROPOSALS FOR MOWING MAINTENANCE ON THE MAIN AND LATERAL TRAVELWAYS AND DRAINAGEWAYS WITHIN THE LIMESTONE CREEK AND MUDDY CREEK WATERSHED PROJECTS, DUPLIN COUNTY, NORTH CAROLINA, and was selected to perform mowing services within the watershed projects.

It is agreed by the parties that Contractor will perform the work in accordance with General Specifications, Other Specifications, Guidelines, Provisions, and Descriptions & Specifications for Specific Job Types as previously set forth and referenced in Exhibit A which is incorporated herein and made a part of this Contract. The travel ways and drainage ways are to be mowed with a bush hog or similar type mower. The side slopes and bottom of existing channels are to be mowed. Any debris larger than two (2) inches in diameter left in channels after mowing is to be removed and deposited no closer than 25' from the top of the channel on the travel way side.

2. **DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION DATE, RENEWAL OPTION.** Maintenance mowing may be completed only during the period of December 1, 2022 through February 28, 2023. Work sites will be coordinated and prioritized by Duplin County NRCS/Soil & Water Conservation personnel (inspectors) prior to beginning work.

The Contractor shall achieve Substantial Completion of the entire Work no later than February 28, 2023. In view of the difficulty of estimating damages to the County by reason of the failure of the Contractor to complete the work herein proposed within the time limit herein proposed, or within such further time as same may be extended upon mutual written agreement of the parties, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of TWO HUNDRED DOLLARS (\$200.00) per day for each and every calendar day that the work may be incomplete beyond February 28, 2023 which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. Any adjustment to the February 28, 2023 contract completion date must be made in writing by the Duplin County Soil and Water Department.

The parties may mutually agree to renew this Contract for two (2) additional periods (December 1, 2023 through February 28, 2024 and December 1, 2024 through February 28, 2025), so long as agreed upon prior to May 1 the year the base term or extended term is set to expire. Any such agreement to renew this Contract must be in writing.

3. **PAYMENT TO CONTRACTOR.** Contractor shall receive from the County a sum not to exceed \$49,800.00 as full compensation for the provision of services provided under this Contract, subject to additions and deductions as provided in the Contract Documents. The County agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Payments will be processed promptly upon receipt and approval of the invoice by COUNTY. Contractor shall furnish a Form W-9 Taxpayer Identification, a copy of which shall be attached hereto.

The work performed by Contractor must be done in a workman like manner and must be approved by a representative of the Duplin County Soil and Water Conservation Department prior to completion and certification of work or payment being made.

Items of work will be completed as prioritized by Duplin Soil and Water Conservation staff. Payment for completed and approved items may be made on a monthly basis with invoices being submitted. No partial payments will be issued for partially completed work items. Payment shall be contingent on the conditions listed below.

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, BONDS, AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification and hold harmless agreement 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
- \$500,000 --- Workers' Compensation

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.

Contractor shall also furnish bonds covering the faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or required by North Carolina law. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

6. **LICENSE, 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 provision 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.

CONTRACTOR shall be deemed to be in default of this Contract for any of the following reasons:

- i. Failure to furnish materials or execute work in accordance with the provisions of this Agreement;
- ii. Failure to proceed with or complete the work within the time limit specified in this Agreement;
- iii. Death and/or Corporation or Partnership dissolution;
- iv. Insolvency;
- v. Bankruptcy; or
- vi. Failure to provide proof of continued required general liability and/or workers' compensation insurance (note: any lapse of insurance this Contract terminates).

The examples of default set forth above are not all-inclusive and should in no way be construed to limit the County's right to allege and assert other instances of default by Contractor. Contractor shall be responsible for any and all costs and damages of the County resulting from said default.

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(a).) 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: Davis Brinson
PO Box 950
224 Seminary Street
Kenansville, NC 28349
- Han-Dy-Land Farms**
ATTN: Hank Bond
260 Batchelor Bay Road
Wallace, NC 28466
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 attachments, 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

Date Reviewed: 6/13/2022

CONTRACTOR

By: Hank Bond
Printed Name: Hank Bond
Title: Owner

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

By: Dexter B. Edwards
Printed Name: Dexter B. Edwards

Duplin County Finance Officer

Title: Chairman/Commissioner

ATTACHMENTS to follow

- c. profile an ideal end user for product, develop a business case, and determine scalability
 - d. Support Field Days
- 2) NC State University will...
- a. Conduct incubation and field trials to determine viability as a fertilizer amendment
 - b. Support Field Days
- 3) Foundation will...
- a. Provide project oversight, reporting and invoicing to NRCS
 - b. Develop a roadmap for regional implementation
 - c. Support Field Days
 - d. Organize creation of up to 3 YouTube videos for social media sharing
- 4) SWCDs will...
- a. Verify EQIP eligibility of producers for participation in the program
 - b. Establish 2 technical support teams of local livestock operators and meet 2x per year (4 meetings)
 - c. Hold up to 4 Field Days (2 per SWCD)

PROPOSED TIMELINE:

- Project Management – March/April 2022 to June 2022
 - Subcontract with 2 SWCDs
- Engaging Stakeholders – March/April 2022 to December 2023
 - SWCDs form 2 local technical support teams and meet biannually
- Select Producers – March/April 2022 to October 2022
 - Verify EQIP eligibility of producers from Phinite’s “interest list”
- Project Outreach – August 2022 to February 2024
 - Host 4 Field Days (2 per SWCD)
 - Up to 3 YouTube videos (Foundation lead, with SWCD support)

Sponsor: Duplin County Government

Dam Assessments: Limestone Creek WS Site 1 (Cabin Lake Dam)

Watershed Rehabilitation

PURPOSE

The purpose of this agreement is for the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) to provide assistance to sponsors on assessing the condition of dams originally constructed with assistance of USDA Watershed Programs. Dam assessments will provide the local sponsor with data regarding the condition of a dam, risks to the public should a dam fail, and estimated rehabilitation alternatives and costs. Duplin County is referred to as the Sponsor throughout this document.

See Dam Assessments Plan of Work for a list of structures to be assessed

OBJECTIVES

To prepare 1 Dam Assessment statewide prepared in accordance with NRCS policies and standards.

Dam assessments prepared with assistance from NRCS for this agreement is specifically designated for the following projects.

- 1. Limestone Creek WS Site 1 (Cabin Lake Dam), NID NCD4959

BUDGET NARRATIVE

The dam assessments shall conform to the guidelines as defined by the current Natural Resources Conservation Service National Watershed Program Manual, and the attached outline.

- 1. NRCS shall provide 100 percent of the assessment cost. There is no sponsor cost -share required.
- 2. Budget includes the following estimated costs:
 - a. Contractual \$30,000 per dam. Total funding **\$30,000.00.**

RESPONSIBILITIES OF THE PARTIES

A. Sponsor will-

- 1. Prepare watershed dam assessments in accordance with standard engineering principles that comply with NRCS programmatic requirements. The Sponsor must ensure each description of the work described in the Budget Narrative is reviewed, concurred, and approved by NRCS. Sponsor must not move to the next project work described in the Budget Narrative above until the prior work is concurred and approved by NRCS.
- 2. Comply with the attached Plan of Work. Also reference Attachments numbered 1-3 listed in the Plan of Work.
- 3. The Sponsors will prepare the assessment reports or will obtain the services of a professional registered engineer, with the concurrence of NRCS. The Sponsors must obtain NRCS review and concurrence on the assessment reports.

4. Contracts for services described in this agreement will be in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326 contracts must contain the applicable provisions described in Appendix II to Part 200.
5. Contracts for services described in this agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
6. Take reasonable and necessary action of all contractual and administrative issues arising out of contracts awarded under this agreement.
7. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the term of this agreement must be immediately communicated to NRCS.
8. Pay the contractor for all services performed in accordance with the Budget Narrative above and submit a SF 270, "Request for Advance and Reimbursement," with all documentation to support the request.
9. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
10. Ensure the information in the System for Award Management (SAM), is current and accurate until the final financial report (SF 425) under this award or final payment is received, whichever is later.
11. Dispose of all claims resulting from the contract; secure prior written concurrence of the State Conservationist if NRCS funds are involved.
12. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract awarded under this agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

13. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Watershed Rehabilitation Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Watershed Rehabilitation Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
14. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.
15. Retain all records dealing with the award and administration of the contract for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.
16. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.
17. Submit performance reports on an annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.
18. Submit SF-425 Financial Reports on a semi-annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period on July 31 and January 31. Please note that financial reporting is based on the calendar year.
19. Submit payment requests to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a monthly

Sponsor: Duplin County Governn
Dam Assessments: Limestone Creek WS Site 1 (Cabin Lake Dam)

or quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

B. NRCS will-

1. Review and concur with dam assessments developed by the Sponsor. See the attached Plan of Work for details.
2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Periodically perform progress checks during assessment development and participate in the final assessment report presentation.
4. Provide authorized assistance such as, but not limited to, estimates of alternative costs, on-site reviews and other requested services as its resources permit.
5. Make payment to the Sponsor covering the NRCS's share of the cost upon receipt and approval of SF-270, withholding the amount of damages sustained by NRCS as provided for in this agreement.

C. SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Watershed Rehabilitation Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligatory limits on program funding that constrains NRCS's ability to provide such assistance.
2. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrences described in this agreement and plan of work.

EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

See attached Plan of Work.

RESOURCES REQUIRED

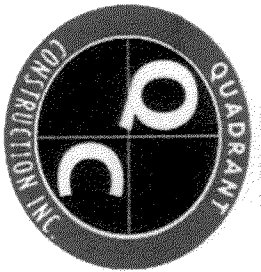
As stated in this Agreement.

MILESTONES

Sponsor: Duplin County Government
Dam Assessments: Limestone Creek WS Site 1 (Cabin Lake Dam)

The Sponsor shall provide timelines for completion of the assessment reports. See attached Plan of Work for details.

Final Dam Assessments complete, submitted, reviewed and in final form by one calendar year from award.



June 1, 2022

Mr. William B. Daggett Jr., RA, NCARB
Dwg architects – dba/shelterplanners.com

Project: Duplin County Animal Shelter

Re: Bid plus selected alternates and value engineering items confirmation

Mr. Daggett,

We are excited to contract with Duplin County for their new animal shelter. Below is the confirmed list of base bid, alternates, and selected V/E items per our discussions and your memo dated 1 June 2022:

Base Bid - \$3,576,000
 Alternate 04 -- Generator - \$113,000
 Alternate 05 -- K9 Grass - \$81,000
 Alternate 07 -- Wood Frame Construction - <\$100,000>
 Bid Total (Base plus Alternates) - \$3,670,000
 V/E Items
 Remove 1" ISO and Z-channel / Replace with hat channel - <\$14,656>
 Replace specified floor drains with polymer drains - <\$12,460>
 Replace specified lighting package with new package - <\$6,000>
 Change fiberglass windows to vinyl windows - <\$13,602>
 Bid Total Including V/E Items Selected - \$3,623,282

This letter confirms the final Stipulated Sum and our interest to contract with Duplin County for this project. Please let us know the final decision as soon as possible. We need to begin contracting with our subcontractors and suppliers to get pricing locked down.

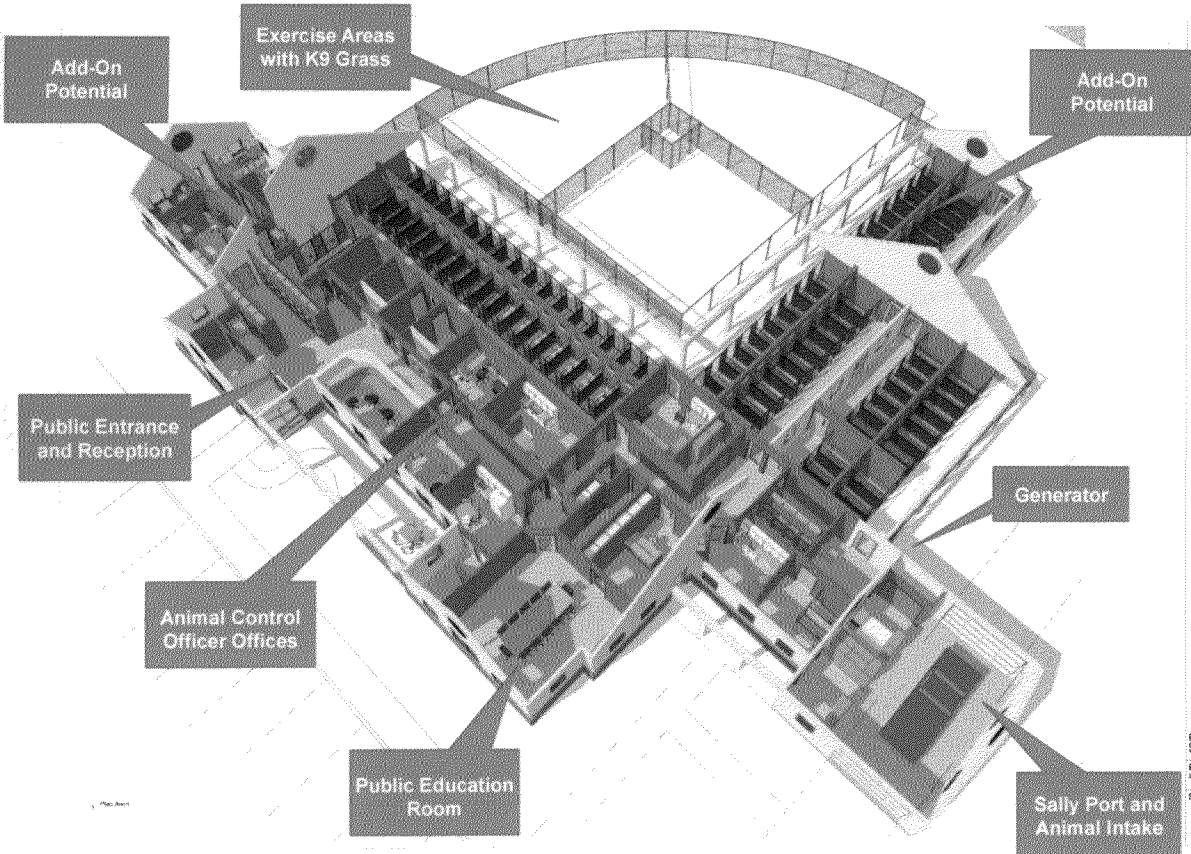
Please let me know if anything else

Best Regards,

Chris Whaley

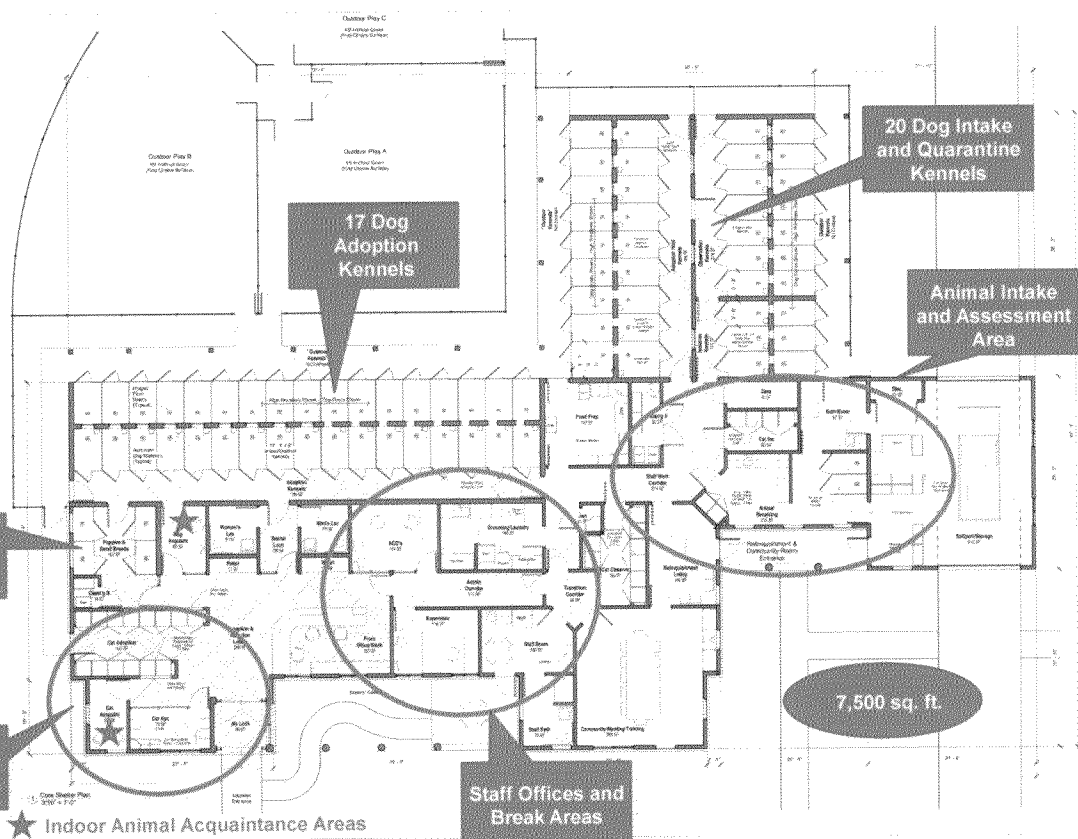
166 Center St, Jacksonville NC 28546 :: Phone: 910-937-0003 :: Fax: 910-936-5905 ::
www.quadrantconstruction.com

Duplin County
 Animal Care,
 Control, and
 Adoption Facility



shelterplanners.com
 William B. Daggett, Jr., Architect
 1000 Highway 101
 2000 Highway 101
 2000 Highway 101
 2000 Highway 101

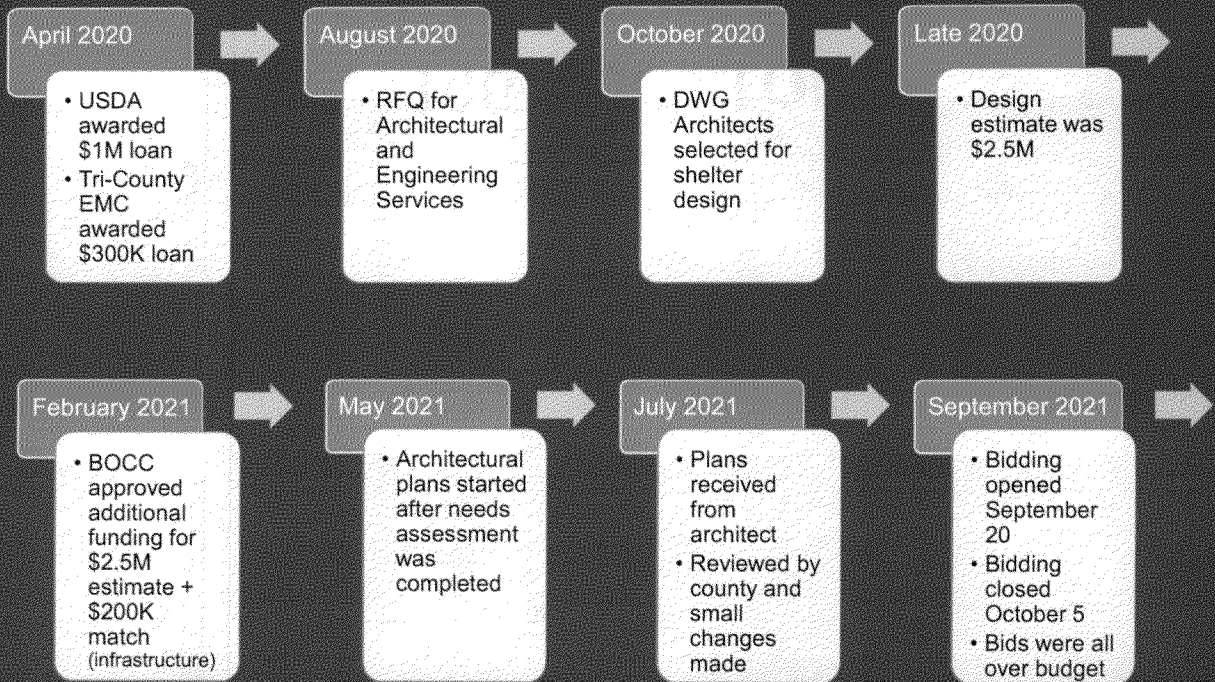
Duplin County Animal Shelter
 Kennelville, North Carolina
 PROJECT PHASE:
 Schematic Design
 PROJECT #:
 DATE:
 SHEET NUMBER:
 A501



shelterplanners.com
 William B. Daggett, Jr., Architect
 1000 Highway 101
 2000 Highway 101
 2000 Highway 101
 2000 Highway 101

Duplin County Animal Shelter
 Kennelville, North Carolina
 PROJECT PHASE:
 Schematic Design
 PROJECT #:
 DATE:
 SHEET NUMBER:
 A102

Project Timeline



October 2021 Bid Tabulation Form

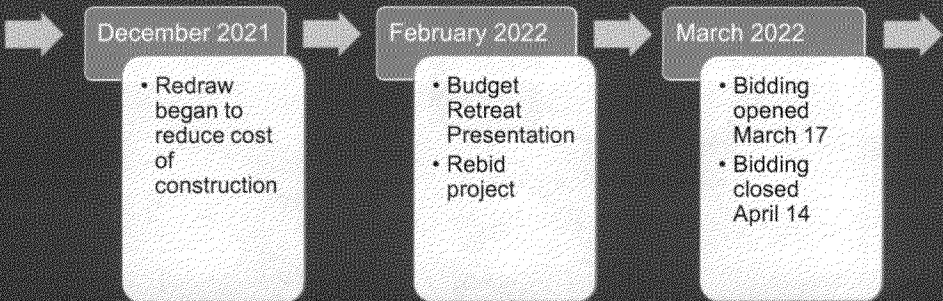
Bidder	General		Site Work Total	Building Costs				Building Total	Total Base Bid*
	General	Utilities Ext.		Building	Electrical	Mech/HVAC	Mech/Plumb		
Laughlin-Sutton Const.	\$ 301,104	\$ 79,948	\$ 381,052	\$ 2,684,170	\$ 219,838	\$ 204,270	\$ 291,450	\$ 3,399,728	\$ 3,780,780
Group III Management	\$ 458,770	\$ 77,480	\$ 536,250	\$ 2,352,250	\$ 231,500	\$ 204,270	\$ 533,730	\$ 3,321,750	\$ 3,858,000
Paragon Building Corp.	\$ 450,000	\$ 300,000	\$ 750,000	\$ 2,368,731	\$ 250,000	\$ 220,000	\$ 400,000	\$ 3,238,731	\$ 3,988,731
Muter Construction, LLC	\$ 350,000	\$ 90,000	\$ 440,000	\$ 2,407,000	\$ 250,000	\$ 250,000	\$ 325,000	\$ 3,232,000	\$ 3,672,000

GC Alternates							Total Cost With Alts
Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5	Alternate 6	Alternate 7	
\$ 289,750	\$ 272,047	\$ 324,569	\$ 229,347	\$ 83,108	\$ 3,700	\$ 13,000	\$ 4,976,301
\$ 356,000	\$ 304,000	\$ 297,000	\$ 91,000	\$ 79,000	\$ 22,000	\$ 137,000	\$ 5,144,000
\$ 316,000	\$ 287,000	\$ 351,000	\$ 119,500	\$ 80,000	\$ 9,800	\$ (10,400)	\$ 5,141,631
\$ 299,750	\$ 257,000	\$ 275,000	\$ 92,000	\$ 81,000	\$ 25,000	\$ 25,500	\$ 4,727,250
Dog Kennel Addition	Cat & Suppt. Addition	Barn	Generator	K9 Grass	Barn Loft Expansion	Alt. Res. Flooring	

**Budget in
October 2021**

\$2,700,000

Project Timeline Continued



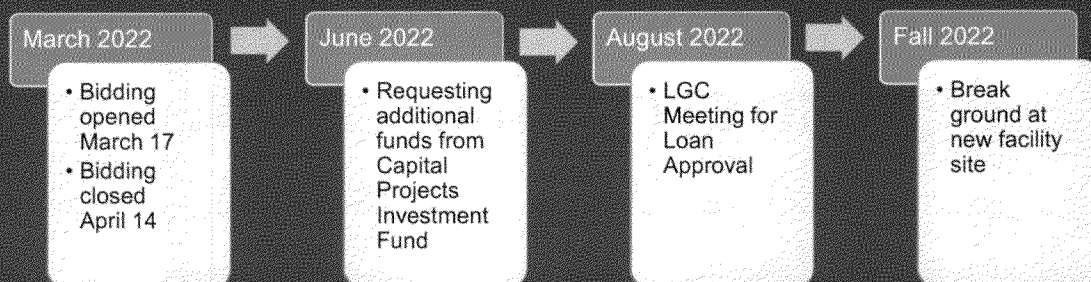
April 2022 Bid Tabulation Form

Bidder	Site Work		Building Costs				Building Total	Total Base Bid*
	General	Utilities Ext.	Total	Building	Electrical	Mech/HVAC	Mech/Plumb	
Quadrant Construction	\$ 400,000	\$ 150,000	\$ 550,000	\$ 2,126,000	\$ 300,000	\$ 250,000	\$ 350,000	\$ 3,076,000
Muter Construction, LLC	\$ 300,000	\$ 117,000	\$ 417,000	\$ 3,507,000	\$ 275,000	\$ 287,000	\$ 327,000	\$ 4,813,000
Laughlin-Sutton Const.	\$ 370,420	\$ 88,560	\$ 458,980	\$ 2,766,020	\$ 303,000	\$ 302,000	\$ 360,000	\$ 4,190,000
WB Brawley Company	\$ 332,259	\$ 85,000	\$ 417,259	\$ 2,319,610	\$ 260,000	\$ 274,000	\$ 327,000	\$ 3,597,869

GC Alternates									Total Cost With Alts
Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5	Alternate 6	Alternate 7	Alternate 8	Alternate 9	
\$ 259,000	\$ 239,000	\$ 276,000	\$ 113,000	\$ 61,000	\$ 9,500	\$ (100,000)	\$ (11,000)	\$ (24,000)	\$ 4,393,960
\$ 379,000	\$ 426,000	\$ 285,000	\$ 185,000	\$ 116,000	\$ 17,000	\$ 58,000	\$ 14,000	\$ 12,000	\$ 6,305,000
\$ 276,000	\$ 438,000	\$ 322,000	\$ 166,000	\$ 61,000	\$ 7,000	\$ -	\$ -	\$ -	\$ 5,482,000
\$ 350,034	\$ 277,566	\$ 336,930	\$ 117,461	\$ 89,850	\$ 19,656	\$ (31,076)	\$ (771)	\$ (6,406)	\$ 4,749,131
Dog Kennel Addition	Cat & Suppl. Addition	Barn	Generator	K9 Grass	Barn Loft Expansion	Wood Frame	Wood Frame	Wood Frame	

Base Bid	+	Alt 4, 5, 7	-	Value Engineering	=	Bid Total
\$3,576,000	+	\$94,000	-	\$46,718	=	\$3,623,282

Project Timeline Continued



Project Finance Summary

Date Authorized	Amount	Revenues
April 2020	\$1,000,000	USDA REDLG Loan
April 2020	\$ 300,000	Tri-County EMC Loan Pool
April 2020	\$ 200,000	Duplin County Match for REDLG
February 2021	\$1,200,000	Capital Projects Investment Fund
As of June 2022	\$ 48,534	Donations to Building Fund (rounded up to nearest dollar)
	\$2,748,534	Current Authorized Revenues

Date Authorized	Amount	Expenditures
As of June 2022	\$ 182,333	Amount Spent to Date (Architect, Surveyor, etc.)
June 2022	\$ 135,522	Architect Balance Due (DWG Architects)
June 2022	\$3,623,282	Construction Bid Total (Quadrant Construction, Inc.)
	\$3,941,137	Estimated Project Budget

Funding Needed	Amount
Revenues	\$2,748,534
Expenditures	\$3,941,137
Revenues to Complete Project	\$1,192,604

County of Duplin
Office of the County Commissioners



**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
DUPLIN COUNTY, NORTH CAROLINA
ADOPTING THE COUNTY'S LAND USE PLAN**

State of North Carolina

County of Duplin

WHEREAS, North Carolina General Statutes Chapter § 160D-504(a) states that " as a condition of adopting and applying zoning regulations under this Chapter, a local government shall adopt, and reasonably maintain a comprehensive plan that sets forth goals, policies, and programs intended to guide the present and future physical, social, and economic development of the jurisdiction;" and

WHEREAS, from October 2021 through June 2022, the County drafted a Land Use Plan with the assistance of its consultant, Insight Planning & Development, and conducted public meetings to review the draft Land Use Plan; and

WHEREAS, on June 14, 2022, the Duplin County Planning Board recommended adoption of the draft Land Use Plan; and

WHEREAS, at a duly advertised Regular Meeting on June 20, 2022, the Board of County Commissioners held a public hearing on the draft Land Use Plan; and

WHEREAS, at the Regular Meeting on June 20, 2022, the Board of Commissioners of Duplin County, North Carolina, found the policies and Future Land Use Map in the draft Land Use Plan to be consistent with the County's desire vision for the future and unanimously voted to approve the Duplin County Land Use Plan.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Board of Commissioners for Duplin County, North Carolina has unanimously adopted the Duplin County Land Use Plan.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the County of Duplin, to be affixed on this the twentieth day of June, 2022.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

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



DUPLIN COUNTY
NORTH CAROLINA

Land Use Plan 2022

Adopted: June 20, 2022



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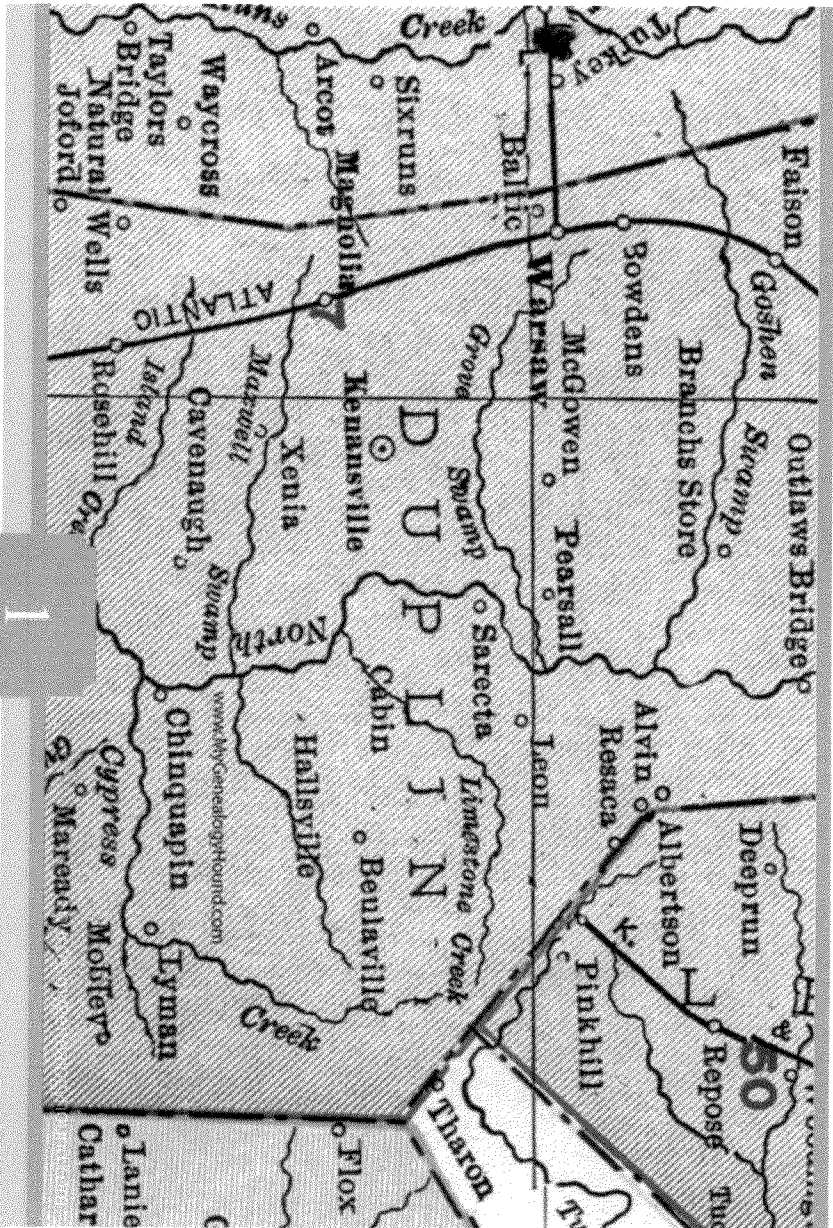
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CHAPTER 1

Introduction

CHAPTER 1. INTRODUCTION

AUTHORITY TO PLAN

Chapter 160D, Article 5 of the North Carolina General Statutes requires adoption and reasonable maintenance of a land use plan as a condition of adopting and applying zoning regulations. The plan is intended to set forth goals, policies, and programs to guide the present and future physical, social, and economic development of the jurisdiction. When adopting or rejecting any zoning text or map amendment, the governing board shall approve a brief statement describing whether its action is consistent or inconsistent with an adopted land use plan.

This statement of reasonableness may consider, among other factors, (a) the size, physical conditions, and other attributes of the area proposed to be rezoned, (b) the benefits and detriments to the landowners, the neighbors, and the surrounding community, (c) the relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment, (d) why the action taken is in the public interest, and (e) any changed conditions warranting the amendment.

PLAN PURPOSE

While the preparation of a land use plan is required by North Carolina legislation, there are broader and more important reasons to engage in the planning process. Basically, planning should begin with understanding Duplin County and its people and learning how to care for them. Choices must be made about the natural, manmade, and financial resources in the county. The county's budget should be compared to the plan to ensure that public money will be spent in accordance with the county's goals and objectives.

The plan should be:

- Comprehensive in setting goals and objectives for all aspects of the county.
- Part of a continuous planning process that is timely and responsive to the needs and desires of the county.
- The legal basis for land use regulations and a guide for a capital improvements plan for county budgeting.

The planning process is divided into four steps:

1. **Basic Goals:** For local planning, determining basic goals may mean asking questions such as the following: Do we want to grow? Do we want to arrest decline? Do we want to be a center for high-tech industry? What balance do we want between investment in highways and in mass transit?
2. **Study and Analysis:** Among other things, planners address land use, population trends, the economic base of the community, and physiographic features.
3. **Plan or Policy Preparation:** Plans or policies will be prepared for the county as a whole or for a segment of it. It is a basic statement of how the county will develop, in what direction, and perhaps at what pace.

4. **Implementation and Effectuation:** To carry out the plan, tools such as county ordinances, capital improvements programs, and general guidelines for private development and public investment will be specified.

In summary, the plan will:

- Review historical data.
- Discuss principal issues.
- Define problems associated with growth.
- Define main trends and produce forecasts.
- Provide a generalized future land use map.
- Define public, private, or public-private programs which should be implemented or improved.
- Define goals, policies, and implementing actions.

PLANNING PROCESS

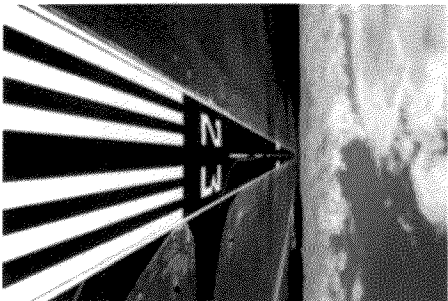
This plan is the first land use plan adopted by Duplin County. Preparation of this document was undertaken to produce a workable, creative, and dynamic plan to guide future long-term growth and development throughout the next twenty years. The intent of this plan is to establish a solid foundation of the ongoing planning program and to serve as the primary policy guide for short- and long-range planning and programmatic decision-making within Duplin County.

The Duplin County Planning Board supervised preparation of the plan and recommended it to the Duplin County Board of Commissioners for adoption. A public hearing on the plan was conducted on June 20, 2022, prior to its adoption.

REGIONAL LOCATION

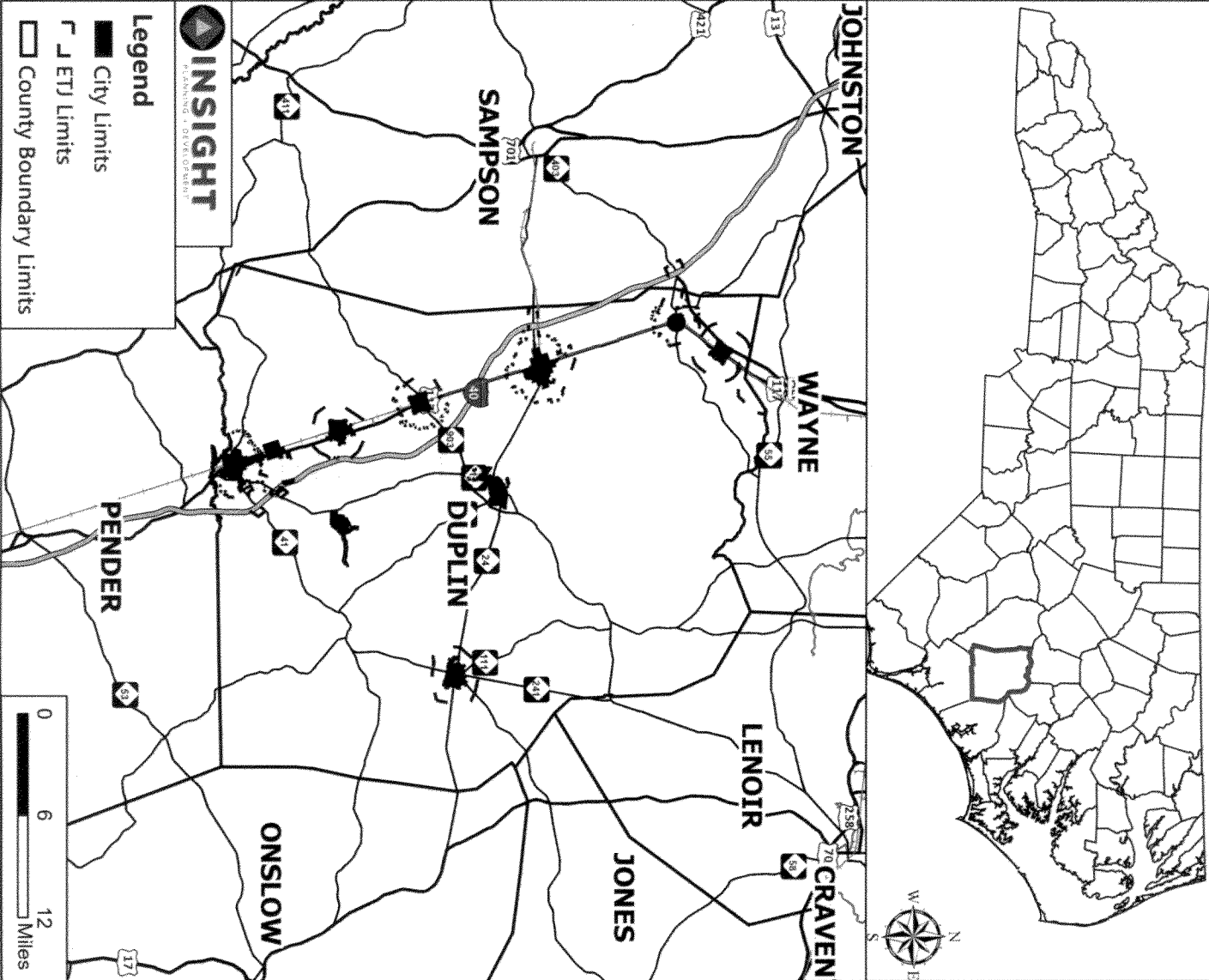
Duplin County is located in the Coastal Plain area of southeastern North Carolina (see Map 1). The northwestern part of the county is in the middle Coastal Plain, while the southern and eastern parts are in the lower Coastal Plain, or flatwoods. Kenansville, the county seat, is north of Wilmington and southwest of Greenville. The county is served by Interstate 40, US Highway 117, NC Highways 11, 24, 50, 403, and 903. Rail service is available through CSX rail service and the Duplin County Airport provides a 6,001-foot paved, lighted runway.

With a total area of 822 square miles, of which 816 square miles is land and 5.5 square miles are covered by water, Duplin County is the 9th largest county in the State. There are 10 incorporated towns in the county: Beulaville, Calypso, Faison, Greenevers, Kenansville, Magnolia, Rose Hill, Teachey, Wallace, and Warsaw.



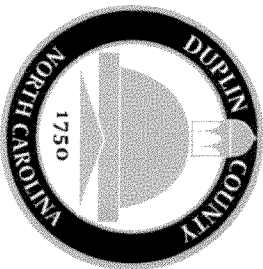
Duplin County Airport-George Rutelle Runway Image Source: Duplin County

Map 1. Regional Location



HISTORY

Duplin County was first formed by the North Carolina General Assembly on April 7, 1750, from what was the northern part of New Hanover County. At that time, the boundaries of Duplin County included what would eventually become Sampson County. Duplin County was named after Sir Thomas Hays, Lord Duplin, who served on the Board of Trade and Plantations for the Crown in the 1740s. During the 1700s, the area's rich farmlands attracted a wide variety of immigrants, including the Welsh, Germans, Swiss, Scotch-Irish, French, and English. The early settlements were primarily along the river and larger creeks because they were the best means of transportation.

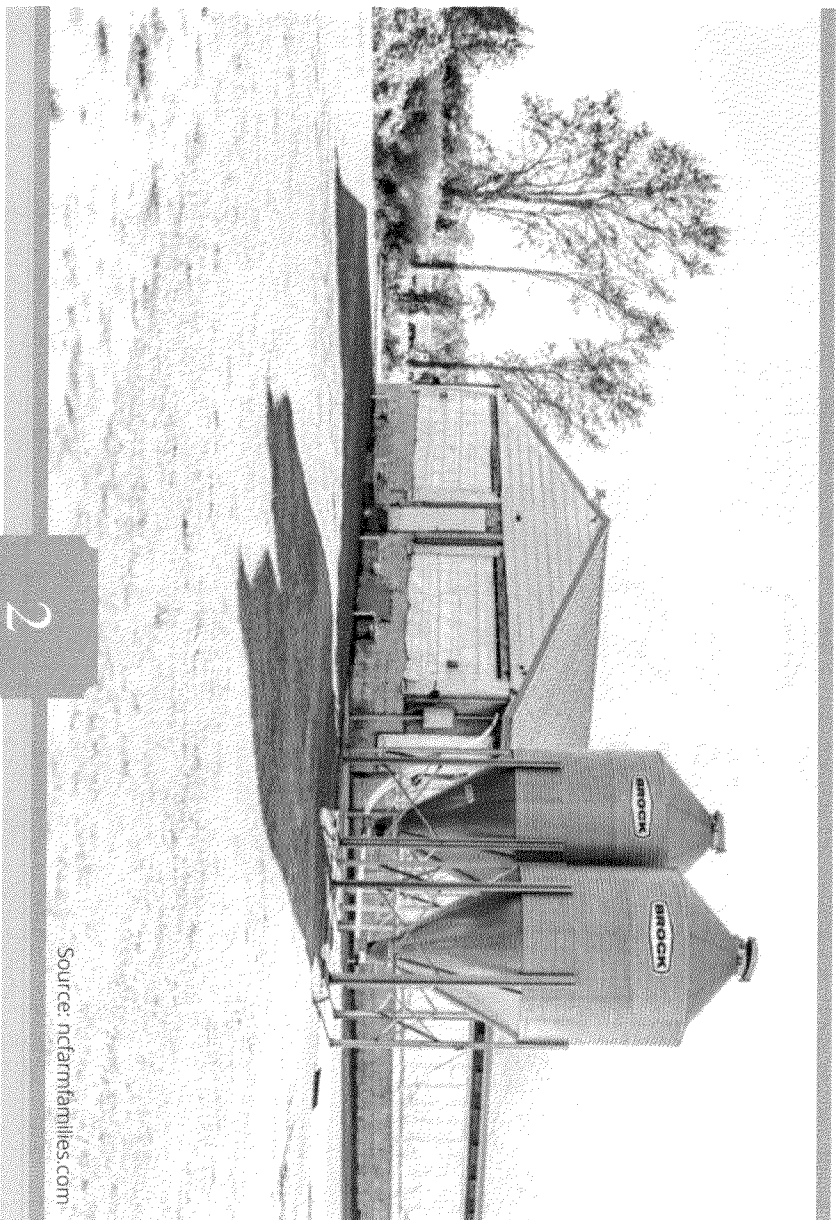


In 1751, the first official county court was held in the home of William McRee. The original site is now the location of Guilford Mills, Inc., on NC Highway 11/903. The first courthouse was built on Turkey Swamp near the present-day Duplin/Sampson County line. When Sampson County was created in 1784 from the western half of Duplin County, the courthouse was relocated to a more central location. The first sessions of county court at this new site were held in a home near the road to Magnolia approximately 2 miles south of Kenansville. Eventually, the courthouse was relocated to the area that is now Kenansville.

Duplin County has grown steadily through the years. The first industry in the county was the naval stores industry. The harvesting of rosin from the abundant longleaf pine forests to make tar, pitch, and turpentine, provided barter and income for the early settlers and remained a significant part of the economy up until the late 1800s. The naval stores products were floated down the Northeast Cape Fear River for sale in Wilmington on large, log rafts. In later years, paddlewheel riverboats became a far better means of transportation on the river. Necessary supplies and staple goods were ferried back up the river. When the Wilmington and Weldon Railroad was completed, it provided a faster and more convenient method of shipping and the use of the river for transportation decreased.

The completion of the Wilmington and Weldon Railroad in 1840, which ran through the western half of the county, provided additional opportunities for growth and a tremendous influence for further development, not only for Duplin County, but the entire region. The Towns of Wallace, Teachey, Rose Hill, Magnolia, Warsaw, Faison, and Calypso developed along the tracks.

Duplin County has maintained its agricultural heritage and rural environment through the years while still allowing for a blending with industrial development, economic growth, and an enviable lifestyle.



Source: ncfarmfamilies.com

2

CHAPTER 2

Demographic Profile

CHAPTER 2. DEMOGRAPHIC PROFILE

The Demographic Profile section outlines various demographic information, including population, housing, and economic indicators. For the purposes of this plan, and for the sake of consistency, demographic data are sourced primarily from the US Census Bureau American Community Survey. Census data may also be supplemented with figures from the NC Office of State Budget and Management (NCOSBM).

POPULATION

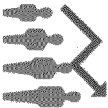


Table 1 provides an overview of regional population growth from 1990 to 2020. Since 1990, population growth within Duplin County has been steady. Over this period, the County's total population increased at a rate of 47.4%. This increase is lower than the State overall (54.8%), as well as the counties of Pender (109.3%) and Sampson (49.9%).

Table 1. Regional Population Growth, 1990-2020							
Jurisdiction	1990	2000	2010	2020	% Change '90 to '00	% Change '00 to '10	% Change '10 to '20
Duplin County	39,995	49,063	58,505	58,967	22.7%	19.2%	0.8%
Jones County	9,361	10,381	10,153	9,594	10.9%	-2.2%	-5.5%
Lenoir County	57,274	59,648	59,495	56,756	4.1%	-0.3%	-4.6%
Onslow County	149,838	150,355	177,772	195,069	0.3%	18.2%	9.7%
Pender County	28,855	41,082	52,117	60,399	42.4%	27.1%	15.7%
Sampson County	42,297	60,161	63,431	63,385	42.2%	5.4%	-0.1%
Wayne County	104,666	113,329	122,623	123,603	8.3%	8.2%	0.8%
North Carolina	6,632,448	8,049,313	9,535,483	10,264,876	21.4%	18.5%	7.6%

Source: US Census Bureau and 2020 American Community Survey 5-Year Estimates.

Duplin County ranks 48th out of 100 North Carolina counties in terms of population. The most densely populated areas of Duplin County are found in and around the ten incorporated municipalities. Of those ten municipalities, Wallace has the highest population (3,883) followed by Warsaw (3,108). All ten of the County's municipalities experienced population growth from 1990 to 2020 (see Table 2).

Chart 1. Municipal Population, 2020

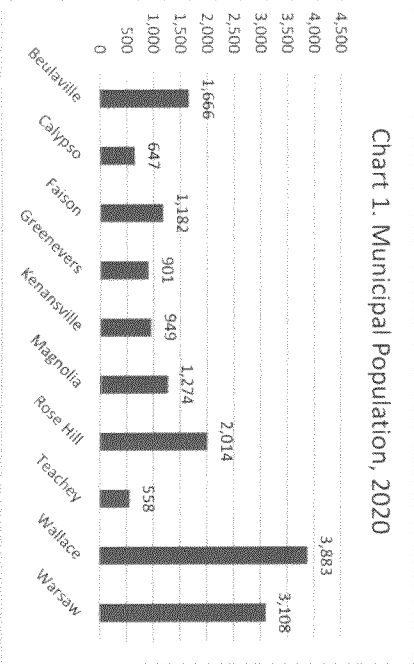


Table 2. Municipal Population, 1990 to 2020							
Jurisdiction	1990	2000	2010	2020	% Change '90 to '00	% Change '00 to '10	% Change '10 to '20
Beulaville	933	1,067	1,206	1,666	14.4%	21.5%	28.5%
Calypso	479	410	538	647	-14.4%	31.2%	20.3%
Faison	697	744	961	1,182	6.7%	29.2%	23.0%
Greenviers	515	560	634	901	8.7%	13.2%	42.1%
Kenansville	861	1,149	855	949	33.4%	-25.6%	11.0%
Magnolia	752	932	939	1,274	23.9%	0.8%	35.7%
Rose Hill	1,287	1,330	1,626	2,014	3.3%	22.3%	23.9%
Teachey	244	245	376	558	0.4%	53.5%	48.4%
Wallace	2,924	3,344	3,880	3,883	14.4%	16.0%	0.1%
Warsaw	2,886	3,051	3,054	3,108	5.7%	0.1%	1.8%

Source: US Census Bureau.

Age Distribution

Duplin County appears to have an aging population profile, with its median age in 2000 at 34.9 years and in 2020, 40.5 years. Just under half of Duplin County's population (45.2%) is over the age of 45 years. The 55 to 59-year-old age group grew the most from 2000 to 2020 (92.6%). The second largest shift in population was in the 65 years and older age group at 72.8%.

Table 3. Age Composition 2000 to 2020					
Age Group	Population		% of Total Population		
	2000	2020	% Change	2000	2020
Under 5 years	3,609	3,646	1.0%	7.4%	6.2%
5 – 9 years	3,544	4,451	25.6%	7.2%	7.5%
10 – 14 years	3,558	3,540	1.3%	7.2%	6.0%
15 – 19 years	3,341	3,776	13.0%	6.8%	6.4%
20 – 24 years	3,460	3,465	0.1%	7.1%	5.9%
25 – 34 years	7,067	6,629	-6.2%	14.4%	11.2%
35 – 44 years	7,332	6,814	-7.1%	14.9%	11.6%
45 – 54 years	6,293	7,451	18.4%	12.8%	12.6%
55 – 59 years	2,343	4,512	92.6%	4.8%	7.7%
60 – 64 years	2,200	3,767	71.2%	4.5%	6.4%
65 and older	6,316	10,914	72.8%	12.9%	18.5%
Total Population	49,063	58,965	20.2%	100.0%	100.0%
Median Age (years)	34.9	40.5	—	—	—

Source: US Census and 2020 American Community Survey 5-Year Estimates.

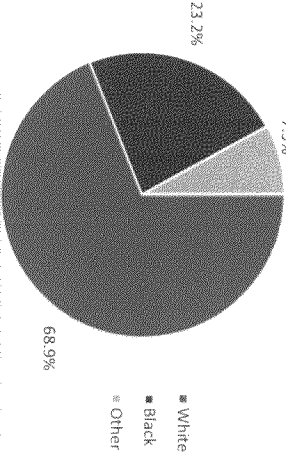
The current majority of the population is 65 years and older (18.5%). Of equal importance is the percent of the population which is under the age of 20 years (26.1%). Therefore, the needs of the community will need to strike a balance to ensure families and younger generations have recreation opportunities and the aging population have access to social services, including healthcare.

Gender and Racial Composition

Duplin County's population gender and racial composition have remained fairly constant. In 2000, the male/female composition was 24,317/24,746, for a 49.6%/50.4% mix. By 2020, the male/female composition was almost the same at 28,715/30,252, for a 48.7%/51.3% mix. By comparison, the 2020 North Carolina distribution was also 48.7% male and 51.3% female.

In 2000, 58.7% of the County's population was White, with 28.9% Black and 12.4% Other. By 2020, the racial makeup was 68.9% White, 23.2% Black, and 7.9% Other. The White percent of total population increased from 58.7% to 68.9% while the Black population decreased from 28.9% to 23.2%. The Other racial category also decreased from 12.4% to 7.9%. Thus, in 2020, the County's total minority population was 18,319, or 31.1% of the total population (see Chart 2).

Chart 2. Racial Composition, 2020



HOUSING

Dwelling Unit Growth



From 2010 to 2020, the total dwelling units in Duplin County increased from 24,914 to 26,014, an increase of 4.4%. Additionally, the number of owner-occupied housing units increased by roughly the same amount, from 14,802 to 15,415 (see Table 4). However, the number of vacant housing units also increased in Duplin County – increasing from 15.8% of total units to 17.6%.

Table 4. Housing Characteristics, 2010 and 2020

	2010 Census				2020 Census			
	Duplin County		North Carolina		Duplin County		North Carolina	
	Number	%	Number	%	Number	%	Number	%
Owner-Occupied	14,802	59.4%	2,468,489	58.4%	15,415	59.3%	2,649,849	56.5%
Renter-Occupied	6,167	24.8%	1,157,690	27.4%	6,022	23.1%	1,381,743	29.5%
Vacant	3,945	15.8%	603,373	14.3%	4,577	17.6%	655,530	14.0%
Total	24,914	100.0%	4,229,552	100.0%	26,014	100.0%	4,687,122	100.0%

Source: US Census Bureau, 2010 and 2020 American Community Survey 5-Year Estimates.

Age of Dwelling Units

In 2020, over 45% of Duplin County's housing units were more than 40 years old (see Chart 3). This percentage is slightly higher than the state's percentage of older housing units (37.5%). For comparison, in 2010, 37.0% of Duplin County's housing units were more than 40 years old. The age of the housing inventory has increased significantly.

Chart 3. Year Structure Built, 2020



Housing Cost & Condition

In 2020, the median home value in Duplin County was \$89,500. Statewide, the median housing value is \$182,100 - more than twice that of housing units in Duplin County. It is difficult to obtain a precise picture of housing affordability in any jurisdiction. However, most measures of housing affordability consider 30% of gross income an allowable/affordable expenditure for housing. For homeowners, the cost includes mortgage payments, taxes, insurance, and utilities. For renters, housing cost includes rent and utilities.

In 2020, over 20% of homeowners in Duplin County have a mortgage exceeding 30% or more of their income. According to the 2010 Census, over 35% of homeowners in the county allocated that level of income to their mortgage - representing an almost 50% decrease in homeowners burdened by a large mortgage payment over last decade.

However, the number of renters paying a significant portion of household income for living purposes increased slightly from 2010 to 2020. In 2010, 43.8% of renters used more than 30% of their income to pay rent. By 2020, the percentage of renters burdened by their living costs increased to 45.1%. For comparison, the State's percentage of burdened mortgage owners and renters decreased from 32.2% and 48.9%, respectively, to under 25% of mortgage owners and 46.8% of all renters in 2020.

The percentage of housing units lacking complete plumbing facilities and/or complete kitchen facilities in Duplin County is comparable to the statewide average.

Table 5. Housing Cost and Condition, 2020

	Duplin County		North Carolina	
	Number	% of Total	Number	% of Total
Median Housing Value	\$89,500	--	\$182,100	--
Mortgage Greater than 30% of Income	1,482	23.5%	400,030	24.3%
Rent Greater than 30% of Income	2,351	45.1%	590,267	46.8%
Lacking Complete Plumbing Facilities	154	0.7%	12,023	0.3%
Lacking Complete Kitchen Facilities	138	0.6%	24,943	0.6%

Source: US Census Bureau.

ECONOMY

Employment by Industry



According to the Labor and Economic Analysis Division of the NC Department of Commerce, the Manufacturing sector has the largest number of employees in Duplin County (note that all employees are not listed in this table). Over 30% of the workforce is employed in the Manufacturing industry, followed by Agriculture, Forestry, Fishing and Hunting, which employs approximately 10% of the workforce. The information sector has the highest average weekly wage at \$1,782.00, followed by the Management of Companies and Enterprises sector at \$1,555.00 (see Table 6).

Table 6. Employment and Wage by Industry, 2020

Industry	Establishments	Average Employment	Percent of Workforce	Average Weekly Wage
Agriculture, forestry, fishing and hunting	153	1,905	10.3%	\$735.00
Utilities	4	24	0.1%	\$1,264.00
Construction	124	665	3.6%	\$835.00
Manufacturing	38	6,105	33.1%	\$730.00
Wholesale trade	42	398	2.2%	\$895.00
Retail trade	183	1,665	9.0%	\$521.00
Transportation and warehousing	58	374	2.0%	\$917.00
Information	9	32	0.2%	\$1,782.00
Finance and insurance	45	189	1.0%	\$885.00
Real estate and rental and leasing	30	66	0.4%	\$538.00
Professional, scientific, and technical services	73	182	1.0%	\$838.00
Management of companies and enterprises	8	934	5.1%	\$1,555.00
Administrative and support and waste management and remediation services	43	588	3.2%	\$586.00
Educational services	20	1,498	8.1%	\$812.00
Health care and social assistance	99	1,527	8.3%	\$755.00

Industry	Establishments	Average Employment	Percent of Workforce	Average Weekly Wage
Arts, entertainment, and recreation	5	13	0.1%	\$363.00
Accommodation and food services	74	892	4.8%	\$318.00
Other services (except public administration)	90	283	1.5%	\$669.00
Public administration	28	1,078	5.9%	\$772.00

Source: NC Department of Commerce, Labor & Economic Analysis.

Butterball is the largest employer in Duplin County. Other significant employers include House of Raeford, Duplin County Schools, Smithfield Foods, and Murphy Family Ventures (see Table 7). Unemployment in Duplin County has declined since April 2020, when it was 8.5%. The unemployment rate recorded for March 2022, was significantly less at 3.3%.

Table 7. Duplin County Top 10 Employers, 2020

Rank	Company Name	Industry	Class	Employment Range
1	Butterball LLC	Manufacturing	Private Sector	1,000+
2	House of Raeford	Manufacturing	Private Sector	1,000+
3	Duplin County Schools	Educational Services	Public Sector	1,000+
4	Smithfield Foods Inc	Management of Companies and Enterprises	Private Sector	1,000+
5	Murphy Family Ventures LLC	Agriculture, Forestry, Fishing and Hunting	Private Sector	500-999
6	County of Duplin	Public Administration	Public Sector	500-999
7	Lear Corporation	Manufacturing	Private Sector	250-499
8	Vidant Medical Center	Health Care and Social Assistance	Public Sector	250-499
9	Bay Valley Foods LLC	Manufacturing	Private Sector	250-499
10	Johnson Breeders Inc	Agriculture, Forestry, Fishing and Hunting	Private Sector	250-499

Source: NC Department of Commerce, Labor & Economic Analysis.

Income

In 2020, the median household income for Duplin County was \$43,422. The county still lags behind the state and the neighboring counties of Onslow, Pender, and Wayne (see Table 8). The poverty rate for Duplin County is consistent with many other counties in eastern North Carolina. It should also be noted that Duplin County is a Tier 1 County – a designation given to the forty (40) most economically distressed counties in the state.

Table 8. Median Household Income, 2010 and 2020

	Median Household Income		Person Below Poverty Level (%)	
Jurisdiction	2010	2020	2010	2020
Duplin County	\$32,816	\$43,422	23.7%	18.2%
Jones County	\$38,354	\$38,324	16.8%	23.5%
Lenoir County	\$33,625	\$39,923	22.7%	22.0%

Jurisdiction	Median Household Income		Person Below Poverty Level (%)	
	2010	2020	2010	2020
Onslow County	\$43,561	\$51,560	13.8%	12.4%
Pender County	\$44,338	\$60,044	14.8%	14.0%
Sampson County	\$35,740	\$42,914	20.4%	21.7%
Wayne County	\$41,224	\$47,221	18.6%	18.7%
North Carolina	\$45,570	\$56,642	15.5%	14.0%

Source: US Census Bureau, 2020 ACS 5-Year Estimates

Commuting Patterns

The 2020 American Community Survey 5-Year Estimates reports that 56.9% of Duplin County workers traveled within the county to their place of employment and the mean travel time to work was 27.9 minutes. In comparison, North Carolina reports 71.4% of workers commute within their county for employment with a mean travel time to work of 24.9 minutes.

Chart 4. Commuting Patterns, 2020

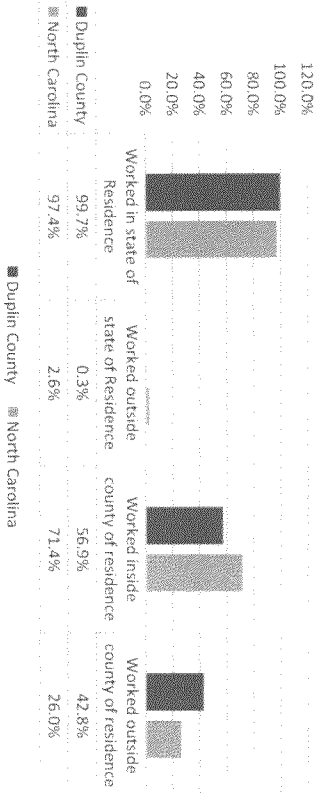
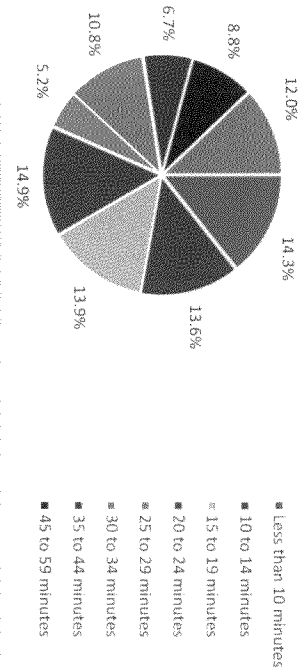
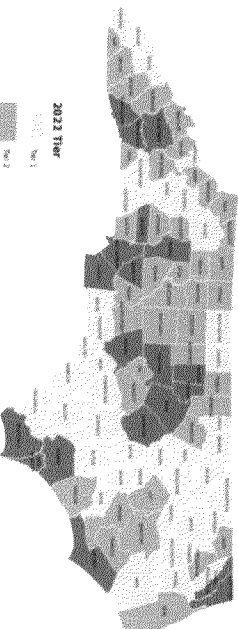


Chart 5. Commuting Patterns for County Residents, 2020



Economic Conditions

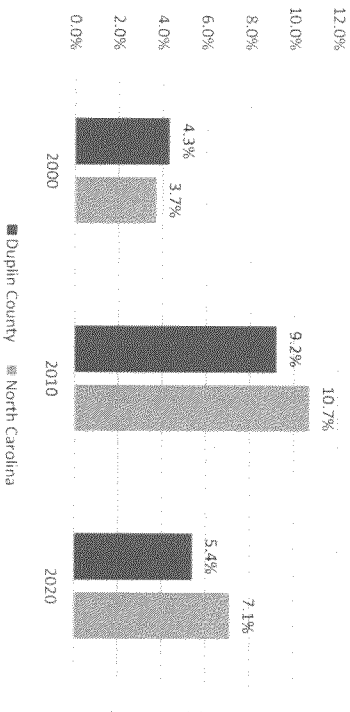
Each of the North Carolina counties are assigned a tiered rank by the North Carolina Department of Commerce based on economic well-being. The tier system is incorporated into various state programs to encourage economic activity in less prosperous areas across the state. The evaluation criteria for the tier designation includes average unemployment rate, median household income, percentage growth in population, and adjusted property tax base per capita. The forty most distressed counties are designated as Tier 1, the next 40 as Tier 2, and the 20 least distressed as Tier 3. Duplin County is rated as a Tier 1 county under the system.

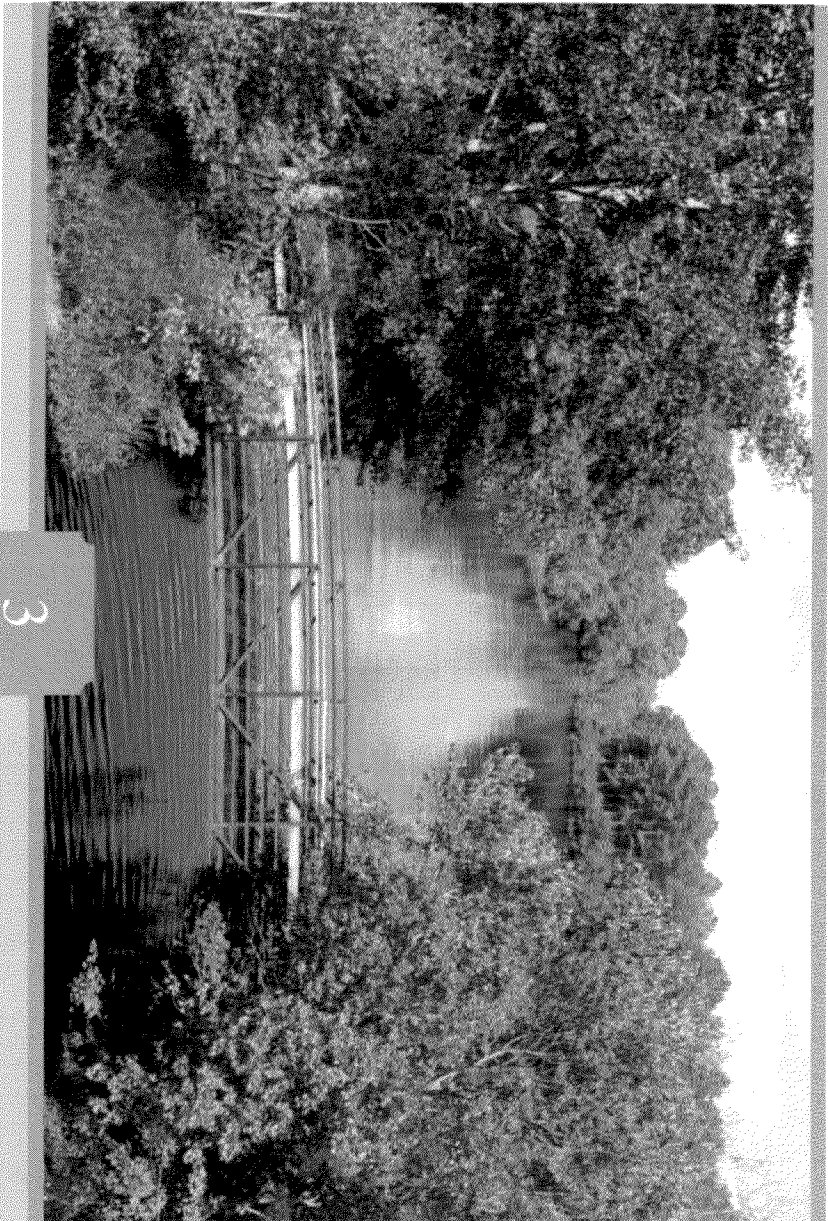
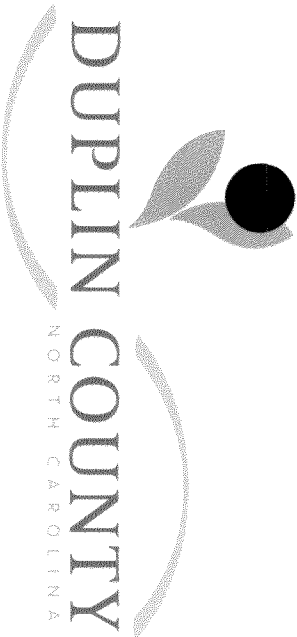


County Distress Rankings (Tiers). Image Source: NC Department of Commerce.

The unemployment rate in Duplin County continues to be lower than the state average. Current 2022 statistics are the lowest the county has experienced in twenty years (3.3% as of March 2022).

Chart 6. Unemployment Rates from 2000-2020





CHAPTER 3

Environment/Existing Conditions

CHAPTER 3. ENVIRONMENT/EXISTING CONDITIONS

Reliable land development policies require a comprehensive understanding of the existing natural systems, land use patterns, transportation networks, and supporting community facilities and services. The following existing conditions section provides information and details pertaining to each of these topics for Duplin County.

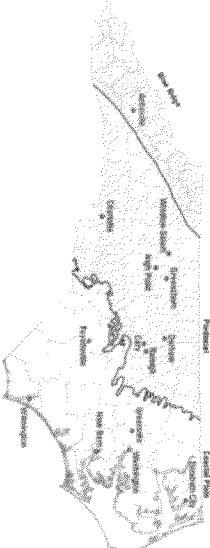
ENVIRONMENTAL RESOURCES

Climate

The climate in Duplin County is mild but can present hot and humid conditions during the summer months. Winter is cool and has occasional, brief cold spells, but significant accumulations of ice and snow are unusual. Overall, the County has a temperate environment with a year-round temperature average of 61.9 degrees Fahrenheit (F). Over the course of a typical year, the temperature ranges from 34 degrees F to 90 degrees F. Average rainfall in Duplin County is 52 inches per year. A wet day is one with at least 0.04 inches of liquid or liquid-equivalent precipitation. The chance of wet days in Duplin County varies throughout the year. The wetter season is Autumn when it rains 30% of the time and the driest is Winter with only a 21% chance of a rain on any given day.

Geography and Topography

Duplin County is located in the Southeastern Coastal Plain of North Carolina. Duplin County is the 9th largest county in the state in area, at 816 sq. miles, and is situated approximately 90 miles from Raleigh and 50 miles from Wilmington and the Atlantic Ocean. The topography ranges from nearly flat to gently rolling. Slopes rarely exceed 5 percent. The county's terrain slopes from the higher slightly rolling terrain of the northwest to the lower flatter portions of the southeast. The highest elevation in the county is near Bowden, approximately 167 feet above sea level. The lowest elevation is approximately 20 feet above sea level at the point where the Northeast Cape Fear River flows out of the county. The County is bounded by Wayne County to the north; Lenoir to the northeast, Jones and Onslow Counties to the east; Pender County to the south; and Sampson County to the west. Kenansville is the county seat, located in the center of the county.



North Carolina's Physiographic Provinces. Image Source: USGS.gov.

According to the 2020 flood maps, approximately 15.25% of Duplin County is inundated by a Special Flood Hazard Area (SFHA). This percentage does not include areas impacted by the X flood zone. A SFHA is defined as a land area with a greater than 1% chance per year of flooding and is also known as a "floodplain." Special Flood Hazard Areas are indicated on Flood Insurance Rate Maps (FIRMs), which are considered the most reliable and consistent source for delineating SFHAs and are the source used to determine whether or not the purchase of flood insurance is mandatory for developed properties with a mortgage.

SFHAs are broken into "A/AE" zones and "VE" zones. "A/AE" zones, formerly known as the 100-year floodplain, are areas subject to risk of flooding by standing or relatively static flood waters, while "VE" zones are areas subject to wave action. "Shaded X" is a supplemental flood hazard area in which there is a 0.2% annual chance of flooding, also known as the "500-year floodplain." Land bordering the Atlantic Ocean is most susceptible to wave inundation, whereas land bordering estuarine areas are most susceptible to flooding/rising waters.

Approximately 14.28% of the County's planning jurisdiction is impacted by the A/AE Zone. These percentages are based on flood maps prepared by the National Flood Insurance Program in June 2018. The geographic location of each flood hazard area is displayed on Map 2. Digital FEMA Flood Insurance Rate Maps are available for review at <http://fims.nce.gov>.

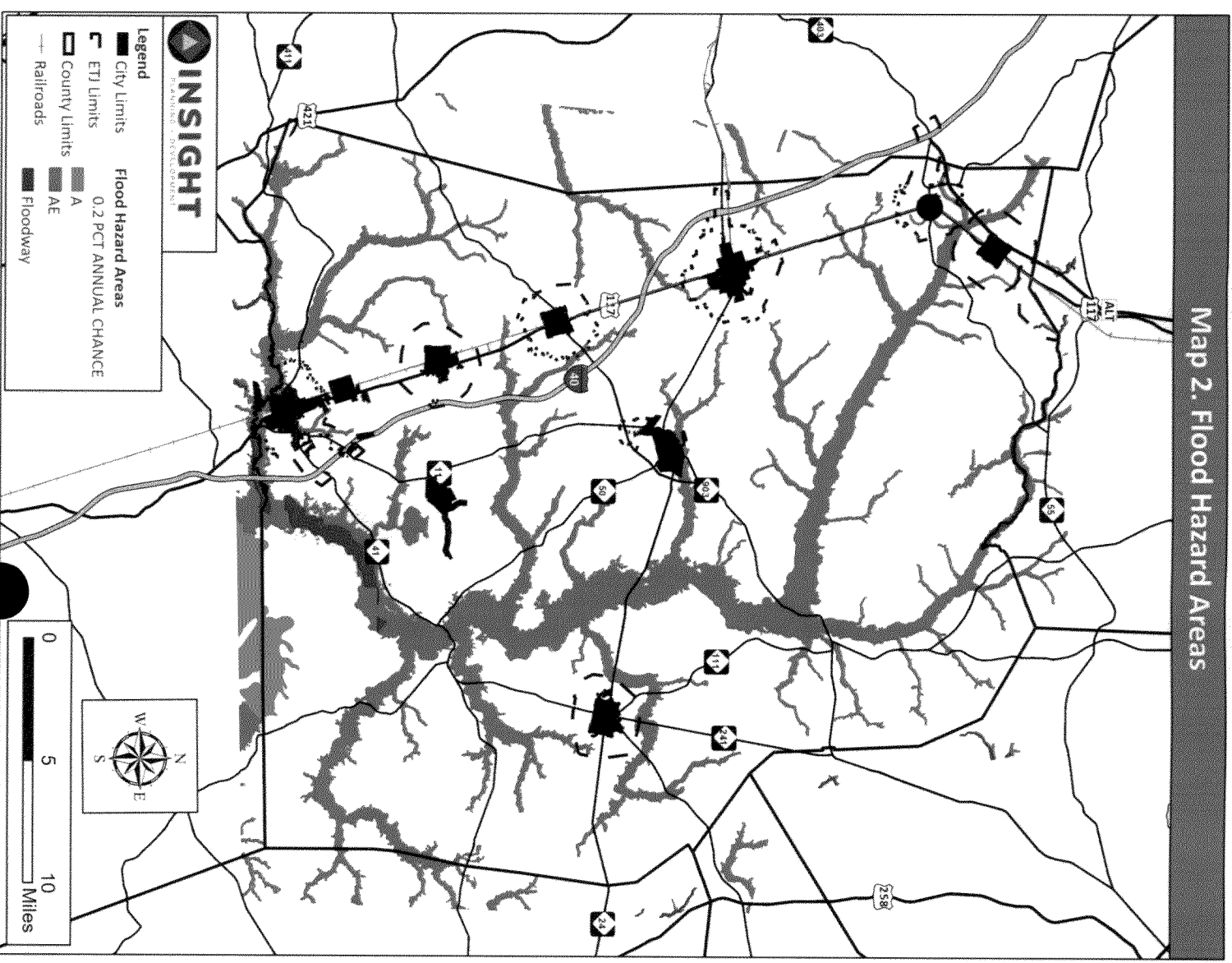
Flood Zones	Acres	% of Planning Jurisdiction
Shaded X (0.2% Annual Chance)	5,017.23	0.96%
A	2,237.18	0.43%
AE	72,687.22	13.85%

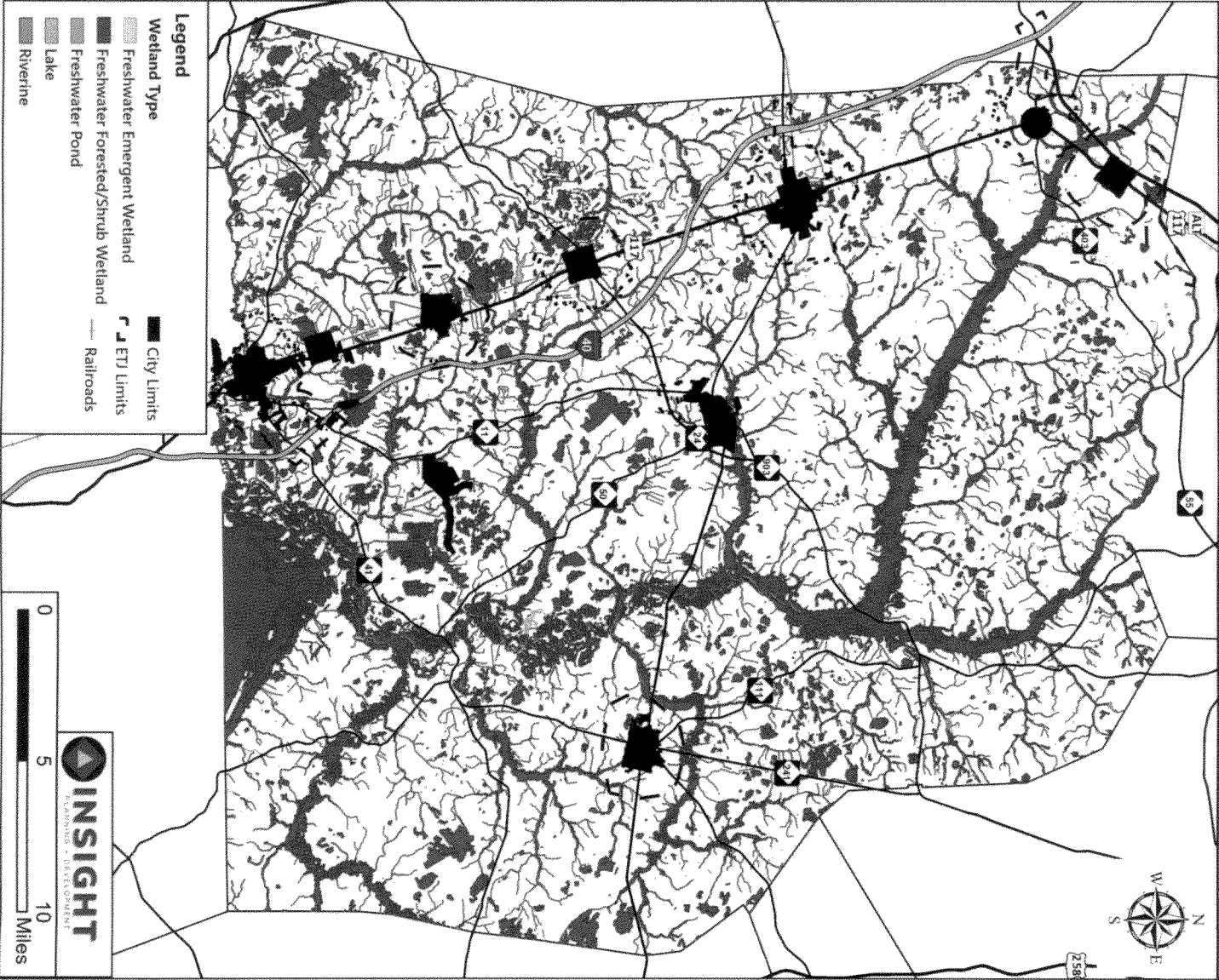
Source: Federal Emergency Management Agency.

Wetlands help preserve or improve water quality, protect wildlife and vegetative habitats, control flooding and soil erosion, and provide recreation and education opportunities. Wetlands in the planning area are mostly concentrated along swamp and forest areas. Development of regulated wetlands must be identified and permitted under federal or state wetland protection laws. The probable wetlands indicated on Map 3 are based on the National Wetlands Inventory. Duplin County development is minimally impacted by wetlands. As indicated in Table 10, wetlands encumber approximately 21% of the planning jurisdiction.

Wetland Type	Acres	% of Planning Jurisdiction
Freshwater Emergent	566.97	0.11%
Freshwater Forested/Shrub Wetland	103,512.85	19.77%
Freshwater Pond	1,155.38	0.22%
Lake	258.52	0.05%
Riverine	5,405.50	1.03%

Source: Federal Emergency Management Agency





Natural Heritage Areas

By consolidating information about hundreds of rare species and natural communities, the North Carolina Natural Heritage Program (NHP) ensures that the public can get the information that is needed to weigh the ecological significance of various sites and to evaluate the ecological impacts of development. The information aggregated and shared by NHP, using methodology developed by the Nature Conservancy and maintained by NatureServe, helps project planners and landowners make land use decisions that have the most benefit for society and the economy, while having the least ecological impact. There are five Natural Heritage Areas within the Duplin County planning jurisdiction. Map 4 depicts the location of the known resources, including:

- Angola Bay,
- CPF/Northeast Cape Fear River Aquatic Habitat,
- Goshen Swamp,
- Millers Creek Limesinks, and
- Northeast Cape Fear River Corridor.

Water Classifications

Surface Waters

Surface water classifications are designations applied to the surface water bodies, such as streams, rivers, and lakes, which define the best uses to be protected within these waters (for example swimming, fishing, drinking water supply) and carry with them an associated set of water quality standards to protect those uses. Surface water classifications are one tool that state and federal agencies use to manage and protect all streams, rivers, lakes, and other surface waters in North Carolina. Classifications and other associated protection rules may be designed to protect water quality, fish and wildlife, the free-flowing nature of a stream or river, or other special characteristics.

Each stream mile of water in North Carolina is evaluated and rated by the NC Division of Water Resources. The classifications are based upon the existing or contemplated best usage of the various streams and segments of streams within a basin, as determined through studies, evaluations, and comments received at public hearings. The state water classification system is summarized in Table 11.

Table 11. NC Division of Water Resources		
Water Body Classifications		
PRIMARY FRESHWATER AND SALTWATER CLASSIFICATIONS*		Best Uses
Class		
C and SC	Aquatic life propagation/protection and secondary recreation	
B and SB	Primary recreation and Class C uses	
SA	Waters classified for commercial shellfish harvesting	
WS	Water Supply Watershed. There are five WS classes ranging from WS-I through WS-V. WS classifications are assigned to watersheds based on land use characteristics of the area. Each water supply classification has a set of management strategies to protect the surface water supply. WS-I provides the highest level of protection and WS-V provides the least protection. A Critical Area (CA) designation is also listed for watershed areas within a half-mile and draining to the water supply intake or reservoir where an intake is located.	

SUPPLEMENTAL CLASSIFICATIONS	
Sw	Swamp Waters: Recognizes waters that will naturally be more acidic (have lower pH values) and have lower levels of dissolved oxygen.
Tr	Trout Waters: Provides protection to freshwaters for natural trout propagation and survival of stocked trout.
HQW	High Quality Waters: Waters possessing special qualities including excellent water quality, Native or Special Native Trout Waters, Critical habitat areas, or WS-I and WS-II water supplies
ORW	Outstanding Resource Waters: Unique and special surface waters that are unimpacted by pollution and have some outstanding resource values.
NSW	Nutrient Sensitive Waters: Areas with water quality problems associated with excessive plant growth resulting from nutrient enrichment.

**Primary classifications beginning with an "S" are assigned to salt waters. Source: NC Department of Environmental Quality.*

The water classifications relevant to Duplin County are provided on Map 5. The majority of Duplin County's surface water streams are classified by the North Carolina Department of Environmental Quality as Class C; Sw waters. This classification designates waters suitable for aquatic life propagation and survival, fishing, wildlife, secondary recreation, and agriculture. The section of the Northeast Cape Fear River between Muddy Creek and Rockfish Creek is additionally classified as "High Quality Waters." This segment is rated as good based on biological and physical/chemical characteristics.

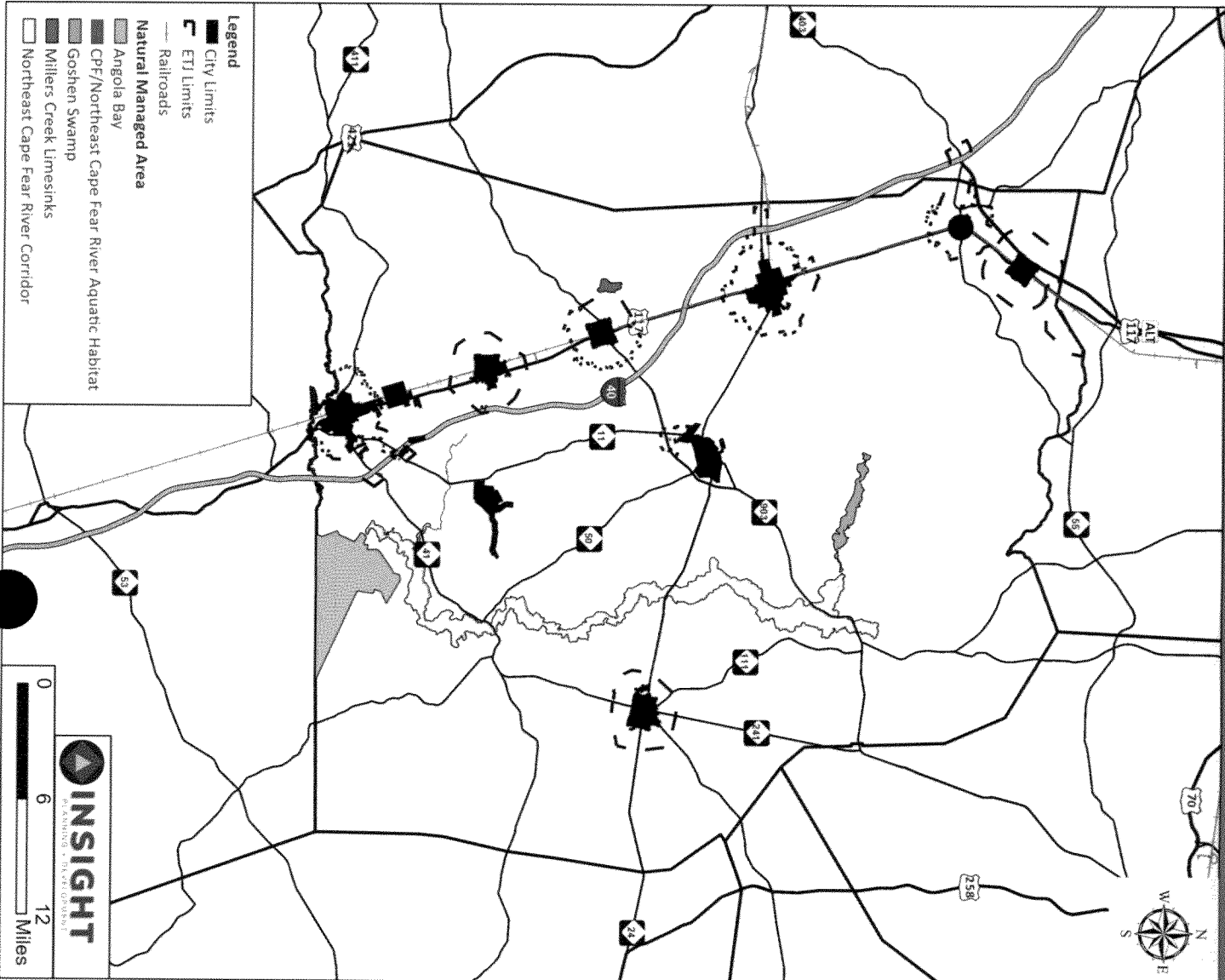
Water Quality

Basinwide water quality plans are prepared by the NC Division of Water Resources (DWR) for each of the seventeen major river basins in the state. Each basinwide plan is revised at five-year intervals. While these plans are prepared by DWR, their implementation and the protection of water quality entails the coordinated efforts of many agencies, local governments, and stakeholders in the State.

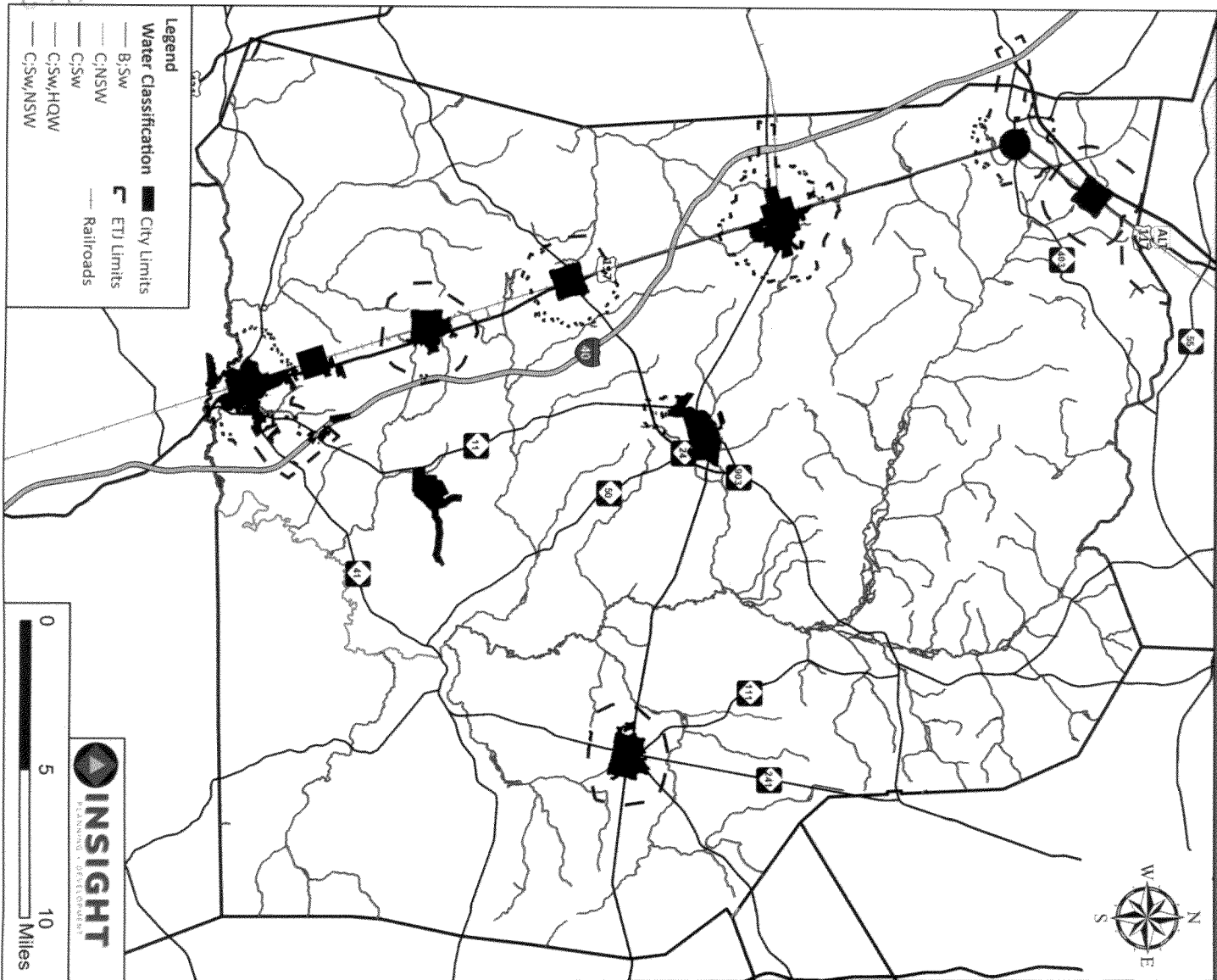
Duplin County is located within the Cape Fear River Basin, which is North Carolina's largest river basin and is one of only four major river basins whose boundaries are located entirely within North Carolina. This basin encompasses approximately 9,149 square miles and contains 24 subbasins. The river basin is formed by the Deep, Rocky, and Haw rivers, which converge in Chatham County just below the B. Everett Jordan Dam. The river basin ends in 32,000 acres of estuary near Southport. The Cape Fear River Basin includes all or portions of 26 counties and 115 municipalities. Duplin County contains portions of two subbasins of the Cape Fear River Basin: Subbasin 03-03-00-07 (Northeast Cape Fear River) and Subbasin 03-03-00-06 (Black River).

The Safe Drinking Water Act Amendments of 1986 established requirements for states to develop Wellhead Protection Programs (WHPPs). A WHPP is a pollution prevention and management program used to protect underground sources of drinking water. These programs were intended by Congress to be a key part of a national groundwater protection strategy to prevent contamination of groundwaters that are used as public drinking water supplies. In North Carolina, development of a local Wellhead Protection Plan is not mandatory; however, it is viewed as a valuable supplement to existing state groundwater protection programs. North Carolina's WWHP is intended for city and county governments and water supply operators who wish to provide added protection to their local groundwater supplies.

Map 4. Natural Heritage Areas



Map 5. Surface Water Classification



The Wellhead Protection Plan, once implemented, reduces (but does to eliminate) the susceptibility of wells to contaminants. Duplin County adopted a Wellhead Protection Plan (NC 0431095) November 16, 2004; however, the plan is currently inactive. An inactive status indicates all wells covered by the plan are no longer in use or have been transferred to another water system.

Soils

In general, most Duplin County soils located outside the flood plains are suitable for agriculture and are capable of supporting structures. The major limiting factor is poor drainage. The soils of Duplin County fall within two major land resource areas (MLRA'S). 133A – Southern Coastal Plain and 153A – Atlantic Coast Flatwoods. The soils are derived from marine sediments that traverse four marine terraces (i.e., Autryville, Goldsboro, Rains, and Noboco Norfolk) and are classified as mineral soils. Refer to Map 6 for specific soil details.

A large percentage of soils in Duplin County are considered very poorly drained or "hydric" soils. Hydric soils are saturated long enough during the growing season that they support partially or totally submerged plants or plants that can grow in waterlogged soils. Duplin County has land that consists of partly, mostly, or completely of hydric soils. Those with hydric soils are less able to absorb stormwater runoff, and are less able to support septic systems. Refer to Appendix A for a summary of soil types (hydric soils are denoted with an asterisk) throughout Duplin County and their respective limitations relating to suitability for development.

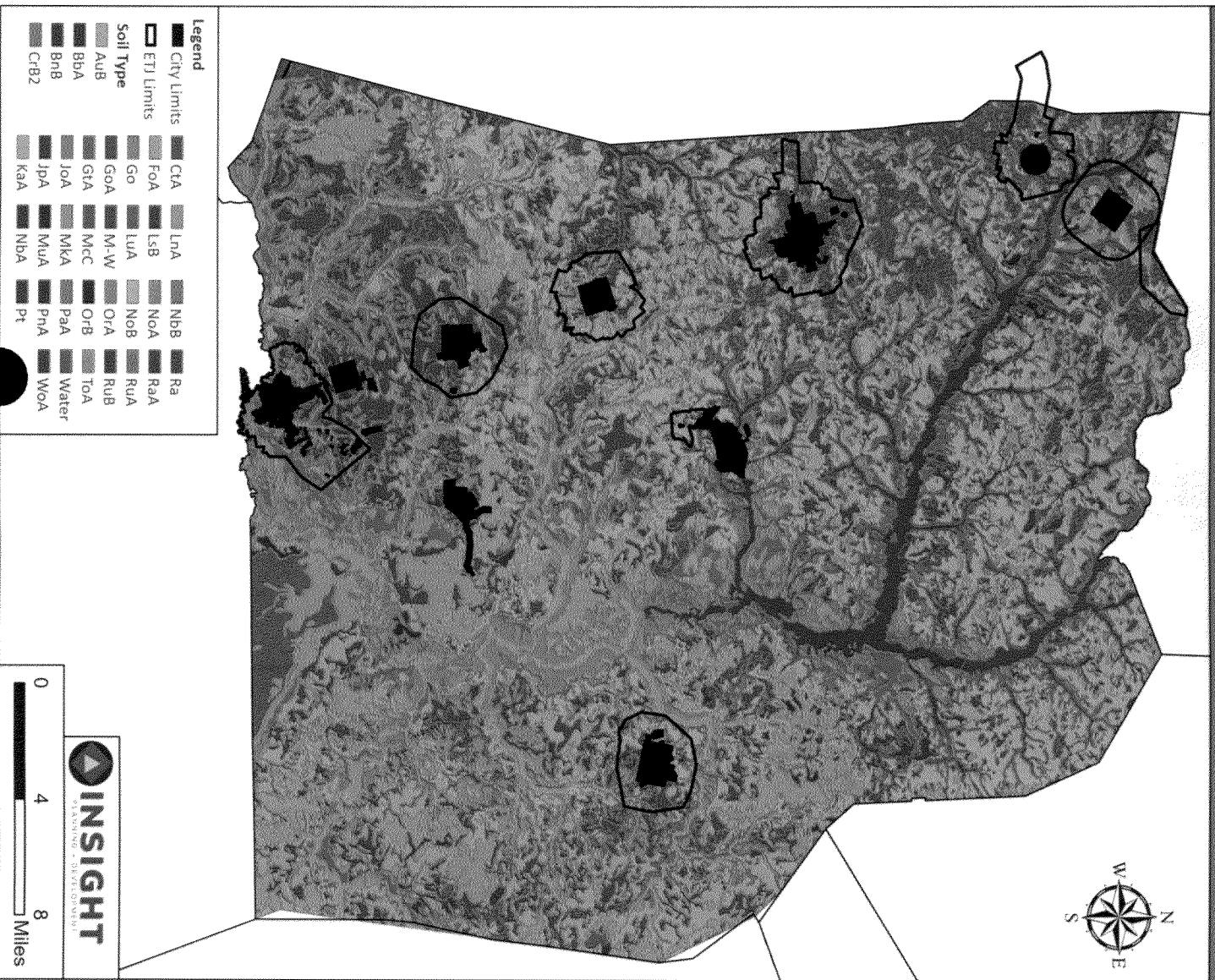
HISTORIC RESOURCES

Historic resources typically include areas, districts, or sites containing properties listed on the North Carolina State Historic Preservation Office, the National Register of Historic Places, or designated by the County or municipality as historically, architecturally, or archeologically significant. Duplin County is home to numerous individually listed historic properties as well as four national register historic districts. The individual listings located in the unincorporated planning jurisdiction have been identified on Map 7.

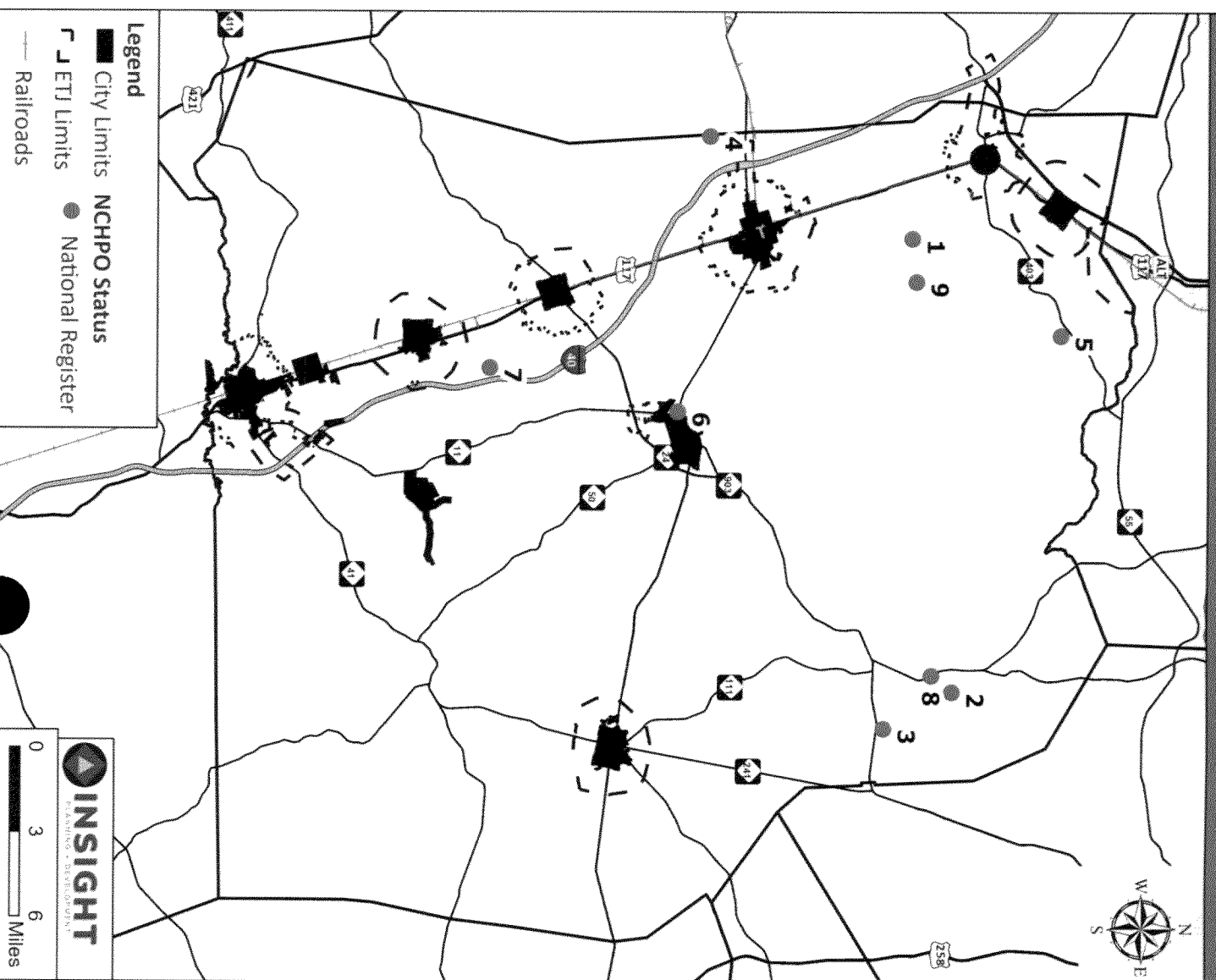
Individual Listings

1. Buckner Hill House, Faison
2. Carter-Simmons House, Albertson
3. Hebron Presbyterian Church, Albertson
4. Joshua James Blanchard House, Warsaw
5. Loftin Farm, Mount Olive
6. Needham Whitfield Herring House, Kenansville
7. Roger Dickson Farm, Rose Hill
8. Waterloo (Grady House), Albertson
9. William Wright Faison House, Bowdens

Map 6. Soil Types



Map 7. Historic Properties



District Listings

- **Town of Kenansville Residential Historic District:** Contains 18 contributing structures within the district including Liberty Hall Plantation, Kelly-Farrior House (Cowan Museum), the courthouse, the Spring, Masonic Lodge and others dating to the early 1800's.
- **Town of Wallace Commercial Historic District:** Contains 55 contributing structures in a two-block downtown area including the Z.J. Carter & Son Building, A.C. Hall Building and the 1890 Wallace Railroad Depot.
- **Town of Warsaw Residential and Commercial Historic District:** Contains 55 contributing structures in a combined business/residential district along the railroad and Hill Street.
- **Town of Faison Residential and Commercial Historic District:** Contains 116 contributing structures in 31 blocks including an 1850 false front frame store.

EXISTING LAND USE

Introduction

The following provides a summary of Duplin County's existing land use. Land use patterns with maps and associated data enable policy makers to make more informed decisions about future service needs and future land use demands. This effort, in turn, assists elected officials, planning board members and citizens at-large in making educated decisions about rezoning cases (map amendments), quasi-judicial hearings, and zoning ordinance text amendments.

Methodology

Existing land use should not be confused with zoning. Existing land use classifies the current land use, which may differ from current zoning. Existing land use information for the County was obtained and validated from the Planning and Inspections Department. The following provides a summary of the existing land use categories utilized:

- Agriculture
- Commercial
- Industrial
- Institutional
- Residential
- State Lands
- Urban
- Woodland

Existing Land Use Map

Map 8 illustrates the existing land uses in Duplin County, including identification of vacant, unprotected land available for either future development or permanent preservation. The approximate acreage for each land use category displayed on the existing land use map is summarized in Table 12.

Table 12. Existing Land Use

Land Use	Planning Jurisdiction	% of Total Planning Jurisdiction
Agriculture	250,771.38	47.68%
Commercial	348.02	0.07%
Industrial	1,546.55	0.29%
Institutional	72.15	0.01%
Residential	7,729.39	1.47%
State Lands	6,719.13	1.28%
Urban	8,734.68	1.66%
Woodland	249,470.92	47.53%
Total	524,892.22	100.00%

Source: Duplin County Planning & Inspections, Insight Planning & Development.

PUBLIC FACILITIES & SERVICES

The following provides an overview of the public facilities and services located throughout the County. These day-to-day operations are critical to sustaining the quality of life that both residents and visitors of Duplin County have come to appreciate. See Map 9 for location of community facilities.

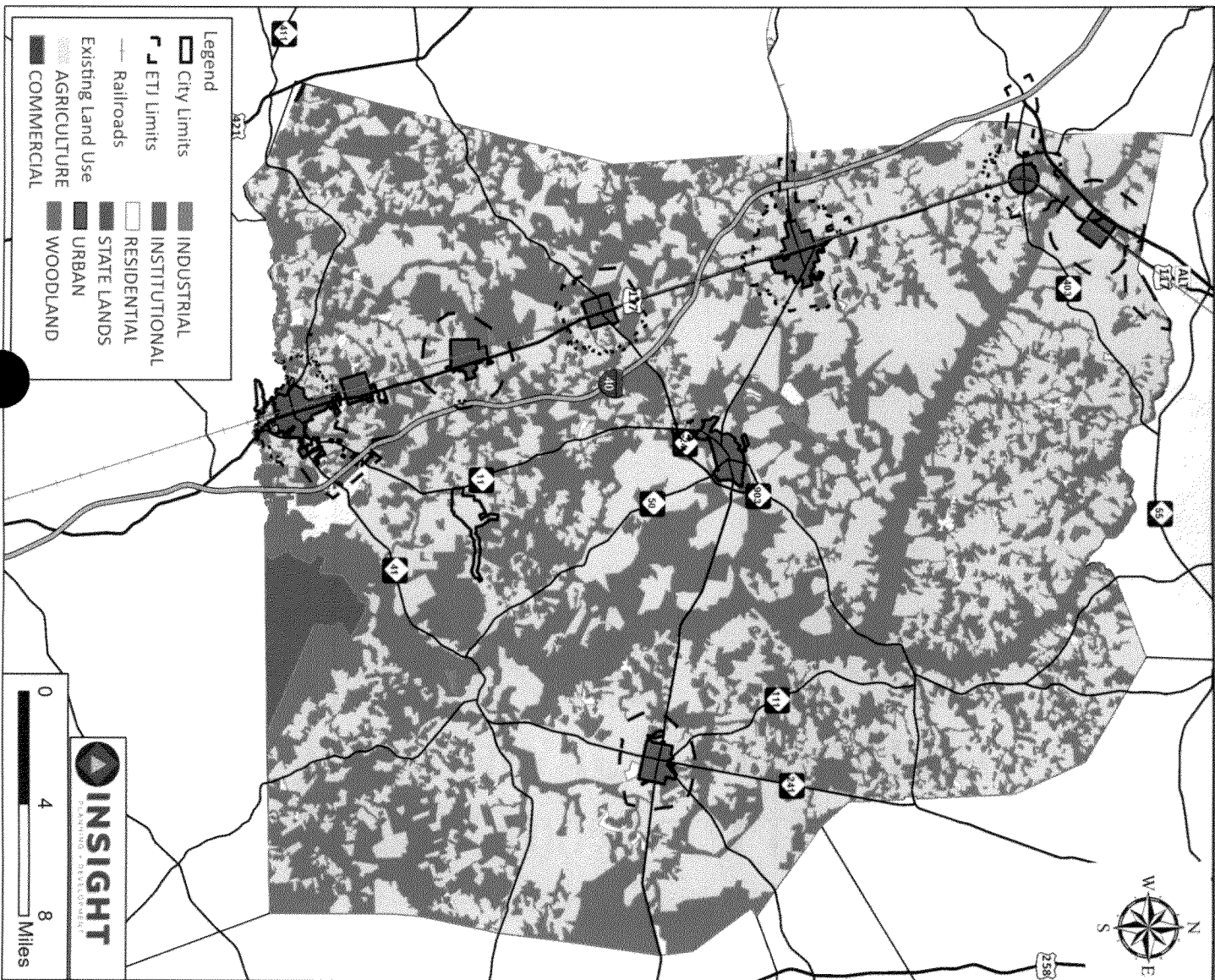
Healthcare Resources

Medical Facilities

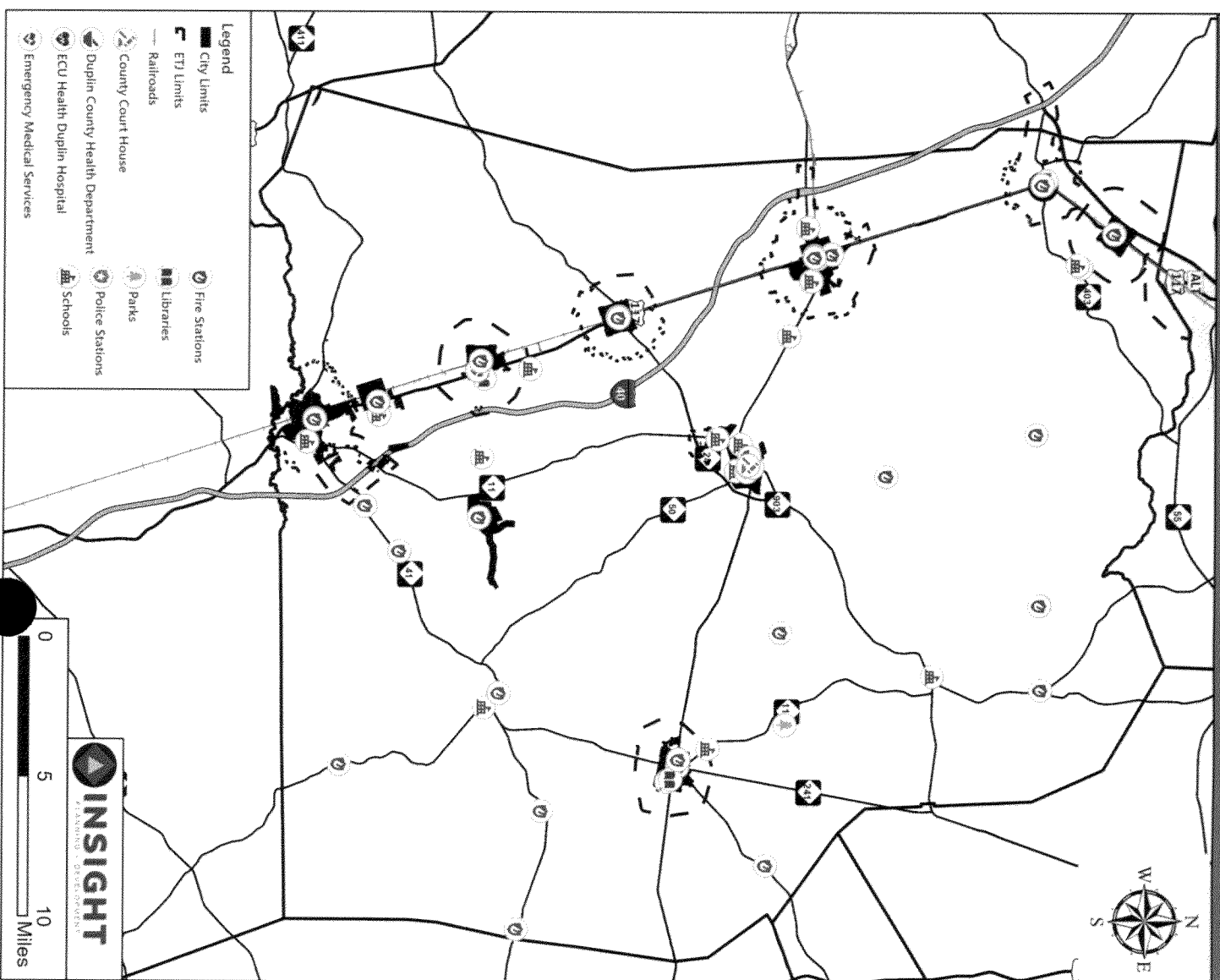
ECU Health Duplin Hospital in Kenansville provides primary and secondary care including medical/surgical, maternity services, psychiatric services, cancer care, and 24-hour emergency care. The hospital is certified as a Primary Stroke Center and also provides digital imaging. ECU Health Duplin is an 81-bed facility affiliated with the Brody School of Medicine at East Carolina University.

Duplin County is serviced by the trauma centers located at ECU Health Medical Center in Greenville, NC (Level I) and New Hanover Regional Medical Center in Wilmington, NC (Level II). ECU Health Medical Center is approximately 67 miles from Kenansville, the Duplin County seat, and serves as the flagship teaching hospital for the Brody School of Medicine at East Carolina University. For those living in eastern North Carolina, ECU Health Medical Center provides access to a Level I Adult Trauma Center and Level II Pediatric Trauma Center. With 974 licensed beds, ECU Health Medical Center offers extensive inpatient and outpatient services to more than 1.4 million people across 29 counties. New Hanover Regional Medical Center (NHRMC), approximately 57 miles from Kenansville, provides access to a Level II Adult Trauma Center at its 800-bed facility, serving seven counties. NHRMC partners with UNC Health and the UNC School of Medicine to offer extensive outpatient and inpatient services to the people of Southeastern North Carolina.

Map 8. Existing Land Use



Map 9. Community Facilities



Duplin County Health Department

The Duplin County Health Department provides preventive health services and primary health care for all Duplin County residents. Besides offering preventative and primary health care, Duplin County Health Department also offers community-based education programs that help residents identify their own personal health risks. The staff is comprised of a pediatrician, nutritionists, nurses, family nurse practitioners, physician assistant, health educator, environmental health specialists, and a variety of well-trained professionals. The Duplin County Health Department offers the following services through its various departments:

Clinical Services: Family Planning, Maternal Health, Primary Care, Child Health, Employee Wellness, Communicable Disease, Immunizations, Chronic Disease Management, Nutritional Therapy, Lab Services, and Sexually Transmitted Disease Testing and Treatment.

Outreach Services: Care Coordination for Children, Peer Breast Feeding Program, Prenatal Case Management, Drug Screenings, Diabetes Education Classes, Mobile Dental Unit, and W/C services.

Environmental Health Services: On-site Wastewater Permits, Well Permits/Water Sampling, Food and Lodging Inspections, Public Swimming Pools, Child Care Sanitation Program, Lead Poisoning Prevention, and Tattoo Establishment Permits.

Law Enforcement

The Duplin County Sheriff's Office is the principal law enforcement agency serving a population of approximately 58,000 citizens spanning over 819 square miles. The Duplin County Sheriff's Office has 102 full-time employees and 19 part-time employees providing service to the public twenty-four hours a day, seven days a week.

The mission of the Duplin County Sheriff's Office is to protect the citizens of Duplin County through law enforcement of civil and criminal laws, operation of a professional and secure detention facility, outstanding public service with integrity and upholding the constitutionality of the office of sheriff.

The department is divided into the following divisions: Administration, Civil, Criminal Investigations, Detention, Explorer's Post #2054, Patrol, Professional Development, School Resource Officers, Sex Offender Registration Unit, and Special Response team. The headquarters is located at 112 West Hill Street in Kenansville.



Duplin County Sheriff Vehicle Image Source: Duplin County Sheriff's Office.

Crime Rates

The State Bureau of Investigation releases an annual Uniform Crime Report based on the 15 largest cities and the ten largest county sheriff offices reporting twelve months of crime data for the current reporting year. The most recent report released in October of 2021, indicates crime across North Carolina decreased 4.5% during 2020 when compared to the figures reported in 2019. The rate of violent crime increased 11.0% statewide. Property crime decreased 7.0%. Locally, Duplin County experienced some similarities when compared to the state average, with an overall 0.03% decrease in reported crime in 2020 compared to 2019. While the rate of reported violent crimes increased 42.8% in 2020, property crime reported decreased 2.9% compared to 2019. Violent crimes are defined as murder, rape, robbery, and aggravated assault. Property crimes are defined as burglary, larceny, and motor vehicle theft.

Animal Control

Duplin County Animal Services (DCAS) strives to protect the health and safety of county residents, ensure humane treatment of animals, provide temporary shelter for stray and unwanted animals, and promote responsible pet ownership. Animal Services officers strive to educate citizens on animal welfare laws to promote proper care and humane treatment of animals. DCAS is responsible for enforcing the County's Animal Control Ordinances and operating the County's Animal Shelter. Offices are located at 117 Middleton Cemetery Lane in Kenansville.

Fire Protection and Emergency Management

Duplin County Fire & Emergency Management works to protect the citizens of Duplin County through prevention, mitigation, preparedness, response, and recovery. Working with public and private sectors involving local, state, and federal partners, the department seeks to provide a customer service focused program for all of the citizens and visitors of Duplin County.

Duplin County Fire & Emergency Management manages and serves the 25 fire departments that provide service to districts inside Duplin County. Working to help these fire departments to reduce their insurance ratings, allows the department to provide better service and to reduce homeowners' insurance premiums. Duplin County Fire & Emergency Management also serves as a working component of the Duplin County Firefighters' Association. Additionally, Duplin County Fire & Emergency Management serves as a working component of the Duplin County Local Emergency Planning Committee (LEPC). The Duplin County LEPC serves to protect and inform the public on regulations and reporting of organizations that handle hazardous materials.

Emergency Medical Services

Duplin County Emergency Medical Services (EMS) is responsible for providing emergency medical treatment and transport of the sick and injured throughout the County. Duplin County EMS strives to provide an exceptional quality of pre-hospital care and promote the overall improvement of individual health through dedication to the communities and perpetual support of pre-hospital providers.

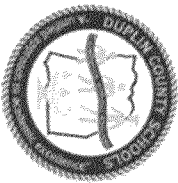


Duplin County EMS serves as the primary EMS agency in the County providing eight paramedic ambulances to eight EMS districts which covers the 816 square mile county. Support is provided by one supervisory EMS Officer operating a paramedic level QRV and two administrative EMS Officers. The agency is also supported by two volunteer EMS agencies functioning at the Advanced EMT (AEMT) level out of the Chinquapin and Pleasant Grove Volunteer Fire Departments. Duplin County EMS also has six volunteer emergency medical responder (EMR) agencies that operate out of Calypso, Faison, Fountaintown, Magnolia, Oak Wolfe, Pink Hill, and Teachey Volunteer Fire Departments.

Schools

Duplin County Schools consists of thirteen public schools that include seven Pre-K-8 schools, one Pre-K-6 school, four traditional high schools, and an early college high school.

- B. F. Grady Elementary School (Pre-K-8)
- Beulaville Elementary School (Pre-K-8)
- Chinquapin Elementary School (Pre-K-8)
- Duplin Early College High School (9-13)
- East Duplin High School (9-12)
- James Kenan High School (9-12)
- Kenansville Elementary School (Pre-K-8)
- North Duplin Elementary School (Pre-K-6)
- North Duplin Jr./Sr. High School (7-12)
- Rose Hill-Magnolia Elementary School (Pre-K-8)
- Wallace-Rose Hill High School (9-12)
- Wallace Elementary School (Pre-K-8)
- Warsaw Elementary School (Pre-K-8)



Duplin County Schools and James Sprunt Community College jointly operate Duplin Early College High School, for which Duplin County students are eligible. Students who graduate from Duplin Early College receive a high school diploma and an Associates degree. A main purpose of the school is to prepare students for entry into high-skill careers. Duplin Early College High School is located on the campus of James Sprunt Community College in Kenansville.

Higher education is offered at James Sprunt Community College -- is one of the premier institutions in the North Carolina Community College System. James Sprunt Community college serves more than 5,000 students annually from their Kenansville and WestPark (Warsaw) campuses and three specialized centers.

Libraries

Duplin County Library System prides itself in being the "very best place to start" for finding information and providing recreational and educational materials for patrons of all ages. Services such as photocopying, laminating, faxing, and Wi-Fi are also available. The library system headquarters is located in Kenansville, the county seat. Five branch libraries are located in Beulaville, Faison, Magnolia, Rose Hill, and Warsaw. The Duplin County Law Library, located in the Courthouse, is also administered by the public library.

Each of the six public libraries is fully automated and provides free public access to computers and the internet. More than 80,000 items are represented in the collection including fiction and nonfiction books, audiobooks, DVDs, music CDs, magazines, and newspapers. Patrons can also access free e-books and downloadable audiobooks via the library website.

In 2000, the library system automated its circulation system which allows remote patron access to the system's catalog via the library and county's websites. Patrons can check their accounts 24/7, as well as renew and request materials from home. Additional services include programming for pre-school children and those who attend daycare centers throughout the county. These programs are scheduled throughout the year with additional events and programs held to give children the opportunity to discover the love of reading and the many valuable resources available to them at the public library.

The public library system provides access, information, and connections to libraries worldwide via Interlibrary loan services. Additional online reference resources are available via the library website including NC LIVE and Start Squad. Duplin County and a State Aid to Public Libraries grant from the North Carolina General Assembly fund the library system.

Parks & Recreational Facilities

Duplin County operates and maintains Cabin Lake County Park. The mission of Cabin Lake County Park is to serve the citizens of Duplin County and all park visitors by enriching their quality of life through outdoor recreational experiences. The park accommodates RV camping, tent with electric camping, standard tent camping, and group tent camping, in addition to offering picnic shelter, pedal boat, and canoe rentals. The park also provides opportunities for fishing, a 2.3-mile hiking trail, and a swimming area that is open from Memorial Day until Labor Day.



Cabin Lake County Park Image Source: Duplin County.

Administration & Governance

Duplin County is governed by a Board of County Commissioners. The Commissioners are elected by district to four-year terms. Duplin County has operated under the County Manager form of government since 1979. The County Manager hires the County staff, meets regularly with department and agency heads, and ensures the Board's goals and objectives are met. The County Manager serves at the discretion of the Board and serves as Clerk to the Board of Commissioners. Major responsibilities of the Board of Commissioners include:

- Adoption of an annual budget.
- Establishment of the property tax rate.
- Appointment of county officials, board, and commission members.
- Enactment of ordinances.
- Establishment of policies and procedures for operation of programs.

Duplin County Government has twenty-seven departments, including County Manager (Administration), Airport, Animal Control, Building Inspections, Cabin Lake, Cooperative Extension, Cowan Museum, Economic Development, Elections, Emergency Management/Fire Marshal, Emergency Medical Services, Finance, Health Department, Human Resources, Information Technology, Library, Maintenance, Planning, Services for the Aged, Social Services, Soil & Water Conservation Office, Solid Waste, Tax Administration, Tourism/Events Center, Transportation, Veterans Services, and Water/Utilities.

Water System

The Duplin County Water Department provides its customers with a safe and dependable supply of water. The Water Department is committed to ensuring the quality of water as required by State and Federal Laws. The Duplin County water system presently has 13 elevated storage tanks, 14 ground water wells, and 6 booster pumps station which pumps water throughout the county. On an average day, the Water Department delivers approximately 1,600,000 gallons of water to over 7,200 customers. The system's finished water storage capacity is 5.7 million gallons. The Duplin County Water System is permitted to operate by the State of North Carolina under Public Water System I.D. number 04-31-085.

Sewer System

Duplin County does not operate a county-wide or partial county wastewater treatment system. Outside of the municipal sewer districts within the County, private wastewater management systems must be installed. The Duplin County Environmental Health Department issues septic tank permits for new installations and existing systems as well as for the repair of failing systems.

Natural Gas

Duplin County does have access to central natural gas service through Piedmont Natural Gas (Duke Energy Progress). Additionally, there are private companies that provide LP gas service for commercial and private residential use.

Solid Waste

The Duplin County Solid Waste Department offers a variety of services to fulfill the county's need for a comprehensive solid waste system. The department manages an on-site transfer station for the collection of solid waste. Trash is shipped by tractor-trailer loads to the regional landfill in Roseboro, North Carolina. The department also manages the Land Clearing Inert Debris at the county's permitted site. This consists of yard waste, trees, stumps, and any other vegetative debris.

A recycling warehouse is also on-site to process recyclable materials collected throughout the county. Materials are then sold to manufacturers for recycling into new products.

The Duplin County Solid Waste Department also helps with the Keep America Beautiful program that offers solid waste management, source reduction, recycling, beautification, and litter prevention education programs to area preschools, schools, civic clubs, and other groups upon request. The County's Solid Waste Department along with the NCDOT follow up on reports of littering, illegal dumping, and illegal burning.

Transportation

Major highways throughout Duplin County are Interstate 40, US 117, and NC 11, 24, 41, 50, 111, 241, 403, and 903. Specific improvements are being planned as a west to east portion of Highway 24 is being completed from Sampson County to connect I-95 to I-40 in Duplin County. Improvements are ongoing in neighboring counties, such as the I-795 Corridor in Wayne County being extended thru Duplin County to connect I-795 to I-40 at interchange Exit 355 in the northern portion of Duplin County along the current I-40 Connector from Calypso to I-40 Exit 355. The segment of NC 24 connecting I-40 to I-95 near Fayetteville is scheduled to be completed by 2030 in Duplin County. Widening this portion of NC 24 will give Duplin County rapid access to I-95, the Eastern United States major north/south route. NC 11 is scheduled to be widened to four lanes from Kinston to I-40. Construction from Pink Hill NC (Lenoir County) thru Duplin County has not been funded. Completion of this project will provide a four-lane route from Pink Hill, Kinston, and Greenville. Routes as alternates to support regional efforts are being considered. With highway improvements providing four-lane access to the major regional population centers, State Port facilities at Wilmington and Morehead City; military installations at Jacksonville, Fayetteville, and Goldsboro; and the major north/south artery serving the East Coast, Duplin County is developing into the transportation and distribution hub of Eastern North Carolina.

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CHAPTER 4

Future Land Use

CHAPTER 4. FUTURE LAND USE

INTRODUCTION

The Future Land Use Plan is a blueprint for future development over the plan horizon, typically 15 to 20 years. It is a map of where the community feels development is appropriate. It is not a zoning map nor does it require a specific action to implement, such as a rezoning, but is a tool used when evaluating land use decisions. The future land use plan is presented in both a text (land use categories) and map format.

LAND USE CATEGORIES

The Land Use Categories define the type and intensity of future land uses, set location criteria, and parameters for development standards to be incorporated into the implementation program. The land use definitions integrate the goal and policies of each key issue.

Agriculture

Agriculture areas will accommodate residential development where public water, sewer, and other municipal services may not currently be available, but are anticipated within 5 to 10 years. The primary uses in these areas are detached single-family development at rural densities. These outlying areas should retain their rural character but may be considered for more intensive development as public services become available.

Development Criteria:

- Rural density: Between 1 and 2 dwellings per acre
- On-site water and sewer may be allowed on suitable lands
- Access from local streets

Residential

Residential areas provide opportunity for lower density housing and associated civic and commercial services. Housing is typically single-family or duplexes, with setbacks on all sides. Commercial uses should be limited to office and retail spaces in areas where neighborhood character will be enhanced. Recreation and school facilities are encouraged throughout.

Development Criteria:

- Access from local streets with connections to arterial roadways
- Limiting cul-de-sacs is encouraged to promote internal circulation
- Appropriate density is between 1 and 6 dwellings per acre
- On-site water and sewer may be allowed on suitable lands

Community Mixed Use

Community Mixed Use areas support planned mixed use development patterns that serve multimodal travel. These areas include a combination of retail, office, light industrial, recreation and residential uses. While preference is to integrating vertical mixed uses on a project site, a horizontal mix of uses, that support one another, can be considered. Civic uses, recreation, and public gathering places are encouraged here. Lower density single-family development may be acceptable when limitations to mixed use development exists.

Development Criteria:

- Multimodal design features
- Public water and sewer available or planned

Industrial

Industrial areas serve as employment and production hubs, with office and light industrial uses predominating. Densities are dependent in part on the type of industries located here; office uses can be multi-story and nearer the street, while light industrial uses will likely be one story with large setbacks and ample room for trucks and other large vehicles.

Industrial categories can also accommodate residential, civic, and recreational uses, but should be clearly delineated from rural and conservation areas. Commercial uses designed to serve the needs of the employment center are appropriate.

Development Criteria:

- Arterial or major collector road access
- Public water and sewer available or planned

Conservation

Conservation places are applied to areas of natural open space and are intended to protect the natural environment, water quality, and wildlife habitats. They serve the public through low-impact recreation and in their natural beauty. Protection may also extend to important cultural or archaeological resources and to areas where hazards are known to exist.

Development Criteria:

- Increased density is discouraged
- Low impact development methods are required

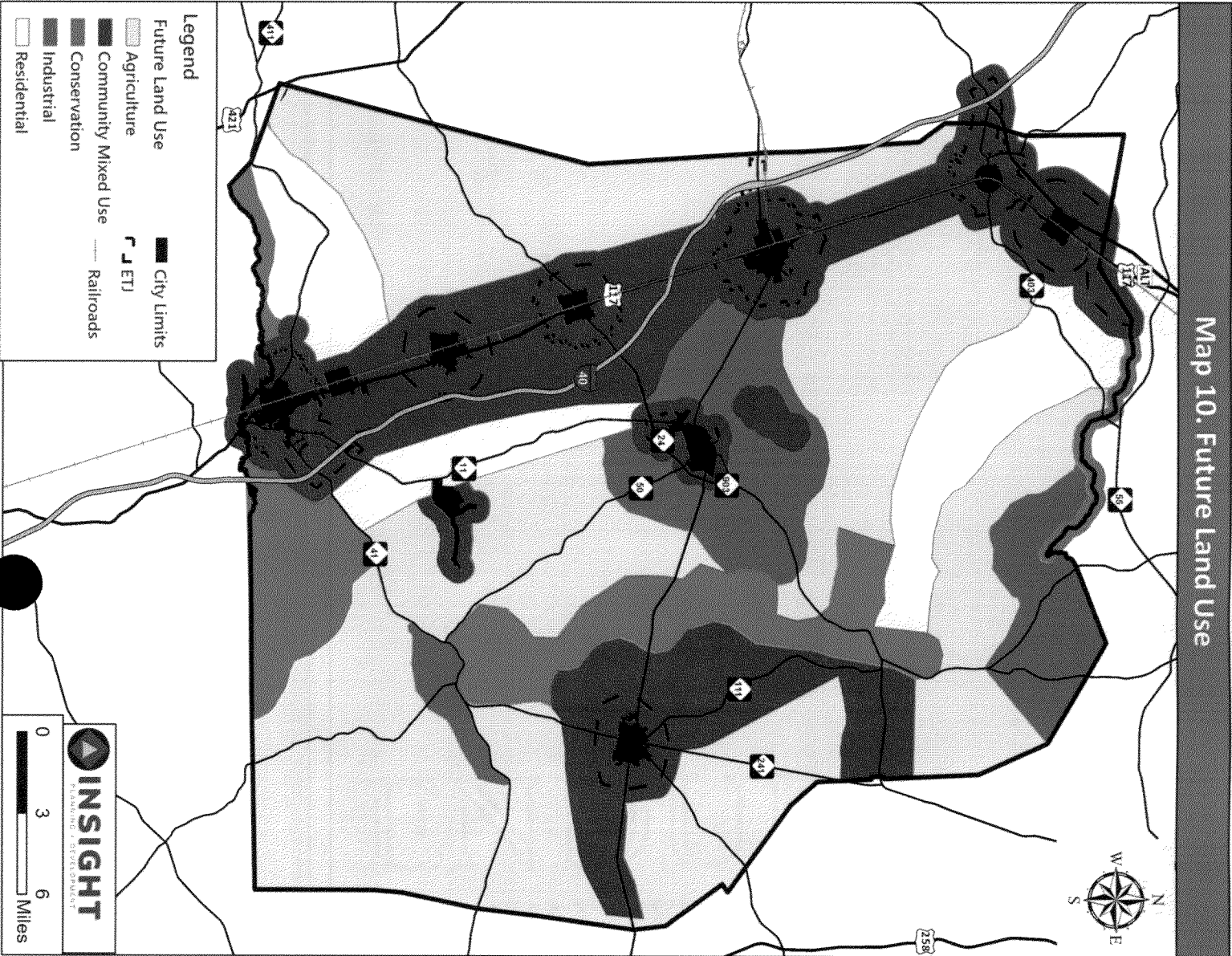
A harmonious balance between land uses is important to a high quality of life; therefore, transitions are appropriate between more intense and conservative land uses. The community mixed use areas should serve as a transitional zone between expanding commercial districts and existing residential neighborhoods. The intent is to protect the historic or existing residential qualities of an area while allowing for increased flexibility in the use of the land. Additionally, development standards can assist in securing compatible development patterns that protect existing character.

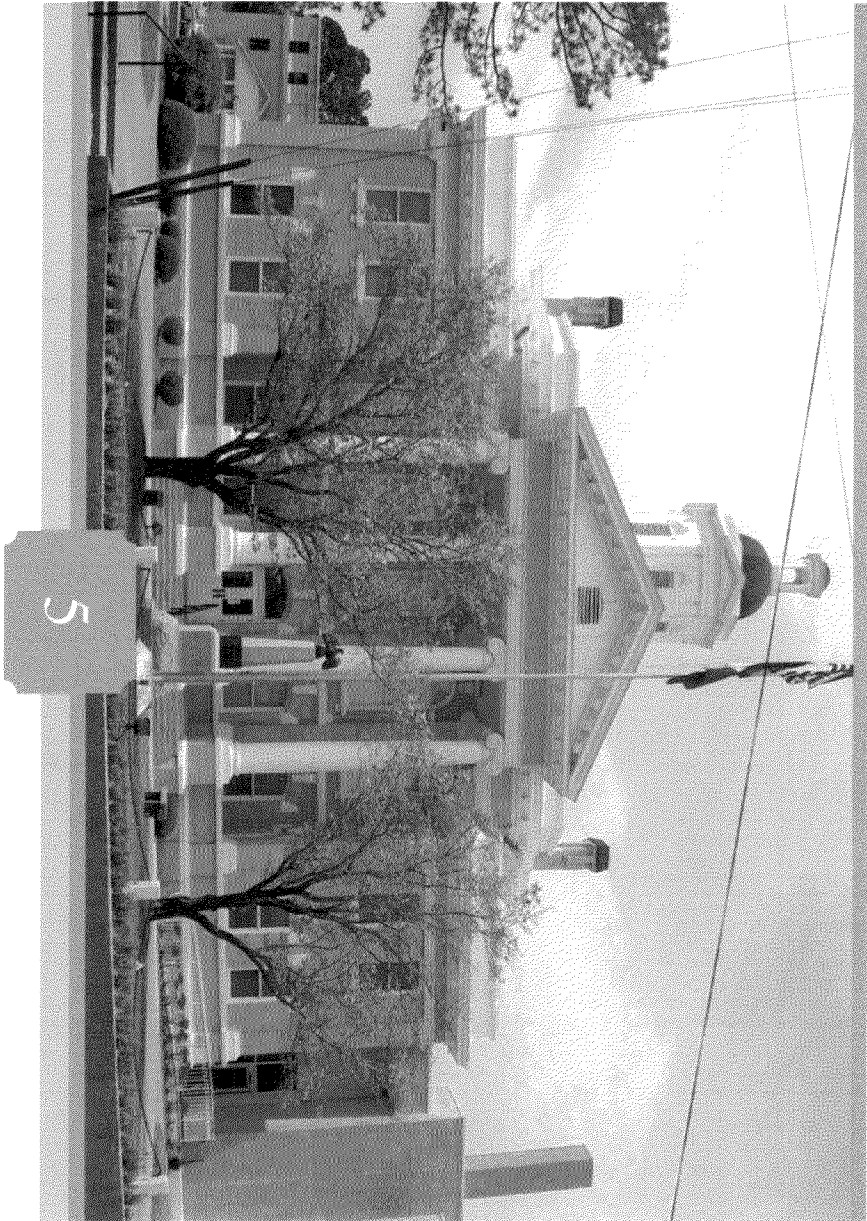
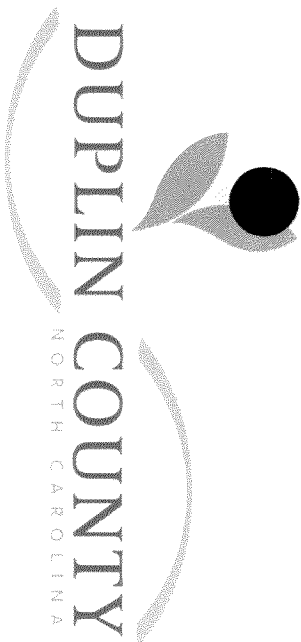
FUTURE LAND USE MAP

Map 10 shows the desired location of the specific future land use categories. The approximate acreage for each future land use category is summarized in Table 5-5. Boundaries on the map are approximate and may be adjusted to accommodate existing parcel lines and development patterns. Exact boundaries of development and conservation areas will be designated by zoning, subdivision, and other development regulations. The County Planning Department will maintain the official map, including future amendments.

Table 5-1 Future Land Use		
Land Use	Planning Jurisdiction	% of Total Planning Jurisdiction
Agriculture	233,212.73	43.71%
Residential	53,056.61	9.94%
Community Mixed Use	146,354.65	27.43%
Industrial	49,072.64	9.20%
Conservation	51,898.85	9.73%
Total	533,595.48	100.00%

Source: Duplin County Planning & Inspections, Insight Planning & Development.





CHAPTER 5

Issues, Opportunities, Goals & Implementation

CHAPTER 5. ISSUES, OPPORTUNITIES, GOALS & IMPLEMENTATION INTRODUCTION

This chapter explains the context within which the policy recommendations in the plan were formulated and outlines the policies that will aid with implementing the community vision and address existing threats and weaknesses. It includes a SWOT analysis of the community assets (strengths and opportunities) and liabilities (weaknesses and threats) identified through the research and analysis conducted preparing the land use plan and in coordination with County staff. It also defines the key issues that must be addressed over the next 5 to 15 years.

COMMUNITY ASSETS & LIABILITIES

Community strengths and opportunities are characteristics or conditions to be preserved or pursued, and community weakness and threats are characteristics or conditions to be eliminated, improved, or diminished.

Community Strengths and Opportunities	
➤	Community Facilities: including public library, local airport, ECU Health Duplin Hospital, and James Sprunt Community College.
➤	Job training programs are available through the community college.
➤	Over 30% of the workforce is employed in the Manufacturing industry, which on average provide livable wages and benefits.
➤	The persons living below poverty in Duplin County has been reduced in excess of 5% over the last ten years.
➤	The county's location is centrally located between the beaches in Wilmington and the Research Triangle in Raleigh.
➤	Duplin County unemployment rates continue to be lower than the state average (3.3%)
➤	Nearly 60% of Duplin County's homes are owner-occupied.
➤	Duplin County has experienced a reduction of over 7% in overall reported crime in 2020, compared to 2019.
Community Weaknesses and Threats	
➤	Almost half (45%) of Duplin County's housing stock is more than 40 years old.
➤	The median housing value in the state is nearly double that of Duplin County (\$89,500).
➤	Duplin County violent crimes increased 42.8% in 2020
➤	Duplin County does not operate a county-wide or partial county wastewater treatment system. Outside of the municipal sewer districts within the County, private wastewater management systems must be installed.

KEY ISSUES, GOALS, & POLICIES

The key issues identified in the plan revolved around six themes: housing and neighborhoods, public service and facilities, environmental resources, economic development, transportation, and land use and development. The goals and policies were designed around the key issues.

Housing and Neighborhoods

Quality, affordable housing is a key component to ensuring a healthy, strong, and secure community. Duplin County's housing stock is primarily single-family homes with minimal variety and little to no new inventory. One of the consistent responses to the needs of the community to ensure a high quality of life is an abundance of diverse housing stock.

Existing conditions suggest residential land use is one of the prominent uses of developed land. However, according to 2020 Census data, only approximately 17.6% of the county's total housing inventory is vacant. It is important to clarify this statistic does not account for the condition of the available inventory and may include units that are not habitable. The County's housing stock continues to age with little to no new inventory being created. Approximately 90 residential building permits were pulled within the planning area in the last year. The current vacancy rate, paired with the age of the existing housing stock, presents concerns for future redevelopment of distressed neighborhoods, and further suggests the community would benefit not only from additional housing units but also from rehabilitation of existing residential structures.

Goal 1.1: Create and maintain a diverse housing stock.

- 1.1.1 Affordable and workforce housing units, with universal design elements, should be promoted.
- 1.1.2 The county should seek partnerships with nonprofit housing providers to expand their capacity.
- 1.1.3 Alternative housing units, such as accessory dwelling units, granny flats, and mother-in-law suites, should be permitted in areas with adequate infrastructure.
- 1.1.4 Higher density developments should be embraced as an opportunity to provide quality, affordable housing units.

Goal 1.2: New residential development should be compatible with or improve the character of the existing built environment.

- 1.2.1 Quality design and appearance of all housing, including assisted and market rate housing, should be encouraged.
- 1.2.2 Location-efficient housing should be promoted and preserved.

Goal 1.3: Provide affordable housing options for diverse populations.

- 1.3.1: Production of affordable and workforce housing units, housing with universal design elements, and senior housing units should be promoted throughout the planning area.
- 1.3.2: The development of accessible housing for residents with disabilities, near transit stations and corridors, should be encouraged.

Public Service and Facilities

Community facilities and infrastructure extensions are provided for the benefit of the community. This section shall guide decisions about the location, operation, programming, and design of future facilities and expansions.

A high quality of life is enhanced by providing and maintaining high levels of public services at an affordable rate. Quality education, recreation, libraries, and cultural resources are amenities that can distinguish a community and persuade people to establish residency. Adequate infrastructure and capacity encourage sustainable development patterns.

Duplin County offers a range of services that support development, including veteran services, animal control, public safety, recreation, and street maintenance.

Goal 2.1: Proactively extend necessary infrastructure equitably throughout the planning jurisdiction to promote sustainable and desirable land use patterns.

- 2.1.1 Expand sewer services to existing and potential industrial, commercial, and housing sites. Consultation of the Future Land Use Map is appropriate.
- 2.2.2 Increase the availability of access to 6- to 8-inch natural gas lines.
- 2.2.3 Support efforts to increase broadband service areas across the planning jurisdiction.
- 2.2.4 Shared location of community facilities and services should be considered, where possible, to maximize citizen and business access, reduce costs, and encourage efficient use of land and resources.
- 2.2.5 Review residential development proposals in coordination with the Duplin County Public Schools to determine and mitigate impact(s) on the school system. Additionally, locational decisions for community facilities will be made in consideration of the facility impact on adjacent land uses and infrastructure capacity for support including the water system and transportation system.
- 2.2.6 Make all Duplin County locational decisions for community facilities in consideration of the facility impact on adjacent land uses and infrastructure capacity for support including the water system, sewer systems, and transportation system.
- 2.2.7 Seek state and federal technical and financial assistance to provide facilities for physically challenged persons.
- 2.2.8 Support educational grants to subsidize in-county continuing education by nearby colleges and universities and support community education programs.
- 2.2.9 A comprehensive review of existing parks and recreation programs, solid waste disposal, emergency management, and education services and facilities should be pursued to identify underserved areas of the county.

Goal 2.3: Emergency services should be planned for to protect the health and safety of Duplin County's population.

- 2.3.1 Incorporate Crime Prevention through Environmental Design (CPTED) techniques in retrofits, new and infill developments.
- 2.3.2 Continue to plan for the provision of fire and life safety facilities that meet current and future needs.
- 2.3.3 Annually adopt a Capital Improvements Plan to address solid waste disposal, law enforcement, emergency management, recreation, and educational service needs.

Goal 2.4: Coordinated planning for schools should be ensured through strong partnerships with the county, local municipalities, and the School Board.

- 2.4.1 Equity in school facilities should be considered when making determinations about school construction, closures, and rehabilitation. The end goal should be to provide all students with consistent high quality learning environments.
- 2.4.2 School siting should consider walkable, bikeable neighborhood locations.
- 2.4.3 Focus should be afforded to strengthening the local curriculum.
- 2.4.4 Work force training opportunities should be encouraged to support growing industries.

Environmental Resources

Balancing development pressures with preservation of natural resources is a struggle for many communities. However, communities that protect their natural resources experience a higher quality of life due to the aesthetics the natural environs add as well as the benefits of reduced flooding and improved air quality. A safe, clean, and attractive community is a powerful economic development tool that can attract residents and businesses. Further, development of environmentally sensitive lands can potentially threaten public health and safety.

Goal 3.1: Areas of environmental concern should be protected, and development impacts should be minimal.

- 3.1.1 Support regulation of development in the county's flood hazard areas.
- 3.1.2 Environmentally sensitive areas should be mapped, protected, enhanced, and maintained.
- 3.1.3 Discourage new development and redevelopment activities which would significantly degrade the quality of natural and scenic resources in Duplin County. Utilize the future land use map as a development management tool to protect valuable resources.

- 3.1.4 New development and redevelopment activities which would significantly degrade the quality of natural and scenic resources in Duplin County, prematurely diminish the predominantly rural character of the area, or create incompatibilities of scale, design, or land use shall not be permitted.

Goal 3.2: Create partnerships to educate the public on the importance of environmentally sensitive areas and their contributions to the wellbeing of the community.

- 3.2.1 Work with economic development agencies to promote reuse of abandoned commercial and industrial sites, and to explore funding opportunities for brownfield site cleanup and redevelopment.
- 3.2.2 Oppose the disposal of any toxic wastes, as defined in the US Environmental Protection Agency's Listing of Hazardous Substances and Priority Pollutants (developed pursuant to the Clean Water Act of 1977), within the county's planning jurisdiction.

Goal 3.3: New construction, including public facilities, should utilize best management practices.

- 3.3.1 Support septic systems approved by the Duplin County Health Department and package treatment plants approved by the NC Department of Environmental Quality.
- 3.3.2 Walkable and bikeable communities, strengthening public transit, and integrated land use and transportation planning should be promoted.
- 3.3.3 Energy efficient measures should be incorporated into public facility design, construction, and renovations to reduce resource use, fuel costs, and carbon emissions.

Economic Development

The four main factors of economic growth are land, labor, capital, and entrepreneurship. This plan, through policies and land use mapping recommendations, provides a path to cultivate the county's successes and rectify any prior shortcomings.

Goal 4.1: Improve the image of Duplin County.

- 4.1.1 Adopt a brand campaign for Duplin County to establish an identity that is marketable to companies and individuals.
- 4.1.2 Partner with outside agencies, including the North Carolina Department of Commerce, to update Duplin County's assets.
- 4.1.3 Signage should be utilized to enhance the overall built environment with attention afforded to aesthetic, economic, and safety needs.

Goal 4.2: Promote appropriate opportunities for industrial, commercial, and residential development.

- 4.2.1 Industrial development should be encouraged where supportive infrastructure exists.

- 4.2.2 A broad range of employment opportunities should be supported to diversify the local job market and provide equal opportunity to residents.
- 4.2.3 Land use patterns and zoning should support retail, office, and mixed-use opportunities and should not push non-residential users to the fringe of the planning jurisdiction.
- 4.2.4 Support a more diversified economic base, including increased healthcare services.

Transportation

Transportation is the movement of goods and persons from place to place and the various means by which such movement is accomplished. However, the impacts the many modes of transportation have on the local economy can vary. A fine-tuned transportation network is necessary to a thriving community.

Goal 5.1: Support regional intergovernmental planning and cooperation for transportation improvements.

- 5.1.1 Endorse and support the NCDOT Transportation Improvement Projects in the vicinity.
- 5.1.2 Support and continue to seek funds for sidewalk and bikeway improvements across the planning jurisdiction.
- 5.1.3 Encourage local access street connections between adjoining residential subdivisions which have public roads, and connections between parking lots of adjoining commercial developments.
- 5.1.4 Explore opportunities to establish truck routes that divert traffic away from charming downtown areas.

Goal 5.2: Provide dependable transit services to meet the needs of county residents.

- 5.2.1 Create opportunities to support the aging populations need to attend appointments, shop, and safely maneuver through the planning jurisdiction.

Goal 5.3: Improve bicycle and pedestrian circulation throughout the county.

- 5.3.1 A continuous bicycle and pedestrian network shall be included within and between existing and new developments to facilitate safe alternative travel ways.
- 5.3.2 Resurfacing projects shall include plans for bicycle and pedestrian facilities compatible with the built environment.
- 5.3.3 Bicycle and pedestrian facilities shall be installed and maintained to accommodate universal access.
- 5.3.4 Alternative modes of transportation, such as bicycles and pedestrians, shall be accommodated on bridges, interchanges, and over and underpasses, where permitted by law.

Land Use and Development

Land use and development issues relate to compatibility between land uses and adequate allocation to support the variety of uses that is required to support a viable community. Effective land use planning supports harmonious transitions, ensures adequate transportation and infrastructure capacity is available, and protects residential neighborhoods from adverse impacts of development.

Land use decisions should consider the overall needs of a community, impacts to existing infrastructure, and necessary protections to ensure new development is compatible with the existing built environment.

Goal 6.1: Encourage compatible and efficient development patterns.

- 6.1.1 All land use decisions should be consistent with the Comprehensive Plan, including the Future Land Use Map and coordinating policies.
- 6.1.2 Development shall create places, streets, and spaces that are visually attractive, safe, and accessible.
- 6.1.3 Development should encourage compact patterns that reinforce the efficient provision of public utilities, preserve open space, and reduce impacts of non-contiguous development.
- 6.1.4 Development should include provisions for parks, community facilities, and other amenities desired by the Duplin County residents.
- 6.1.5 Development and infrastructure should be designed to promote healthy communities by providing enhanced bicycle and pedestrian circulation, access, and safety.
- 6.1.6 Compatible design and site planning shall be promoted to ensure both new and infill development do not adversely impact the desired character of the existing built environment.
- 6.1.7 Low to medium density residential developments should serve as transitions between lower-density neighborhoods and more intensive commercial, residential, and mixed-use areas.

Goal 6.2: Protect existing farmland from development pressures.

- 6.2.1 Support transfer of development rights for protection of prime farmland areas.
- 6.2.2 Collaborate with the Duplin County Cooperative Extension to establish protocols and commerce networks between local farmers and food establishments.
- 6.2.3 Discourage heavy industries which generate air pollution, damage surface and groundwater, and have other side effects detrimental to agriculture.
- 6.2.4 Support development of agri-tourism.
- 6.2.5 Support land use decisions which will protect agricultural lands and encourage new developments to locate near towns and existing subdivisions.

- 6.2.6 Encourage proper agricultural and forestry management practices.
- 6.2.7 Pursue grant funds which may assist with the preservation of agricultural lands.

Goal 6.3: Consider all potential impacts when siting business and industrial development projects.

- 6.3.1 Light industries (lower impact/generally smaller than heavy industry) should have easy access to major transportation facilities and infrastructure but be compatible with nearby residential, agricultural, and conservation areas.
- 6.3.2 Industrial development shall not be located in areas that would diminish the desirability of existing and planned non-industrial areas, nor shall incompatible non-industrial uses be allowed to encroach upon existing or planned industrial sites.
- 6.3.3 Industrial development shall be located on land that is physically suitable and has unique locational advantages for industry. Advanced planning for the identification of such land should be encouraged. Locational decisions should be coordinated with the future land use map.
- 6.3.4 Industrial uses should be located in or near existing infrastructure. Careful design and/or buffering shall be required to ensure compatibility with surrounding areas.
- 6.3.5 Warehousing, storage, and distribution facilities should have access to appropriate thoroughfares.
- 6.3.6 New industrial development should be encouraged to locate in existing and/or planned industrial parks.

Goal 6.4: Mixed-use projects should be embraced.

- 6.4.1 Mixed use centers should contain a diverse mix of uses and integrated designs that avoid segregation of uses.
- 6.4.2 Mixed use centers should promote multimodal access with convenient live work opportunities.

Goal 6.5: Commercial development shall be strategically sited at key locations.

- 6.5.1 Redevelopment of aging and high-vacancy shopping centers should be encouraged and incentivized.
- 6.5.2 Commercial development should be designed with appropriate height, mass, and scale to provide suitable transitions.
- 6.5.3 The location of high-impact commercial uses that generate excessive traffic, late night activity, and noise shall be located to ensure minimal impact on the quality of life of Duplin County citizens.
- 6.5.4 Institutional land uses can also serve as transitions when designed at appropriate scale and adequate buffers are installed adjacent to low density residential areas.

Goal 6.6: The character of existing residential neighborhoods should be protected.

- 6.6.1 Growth should be accommodated throughout the planning jurisdiction to ensure a variety of housing types and price points are available.
- 6.6.2 The need to increase housing supply and commerce should be balanced with the need to protect desired neighborhood character, preserve historic resources, and protect the natural environment.
- 6.6.3 Usable open space that preserves natural landscapes and ecological resources should be encouraged in new developments.

IMPLEMENTATION

Successful implementation of this document requires County decision makers, including staff, Planning Board, and County Commissioners, to consult and execute the goals and policies established with support of residents, business owners, and developers of the community. The adoption of this plan is not the end but rather the beginning of a continuous process.

A window of opportunity exists for Duplin County to provide positive direction to development in a proactive, rather than reactive, approach. The creation of a county plan, workable conditions, and capital spending programs require commitment and forethought. The true test will come in putting this plan, ordinances, and programs into action on a day-to-day basis. Implementation of the policies contained in this plan will be an ongoing process.

Some of the strategies contained in this plan may be implemented in months, others may require years to effectively accomplish, while some will be a continuous effort. Planning is only as good as the commitment and abilities of the people responsible for implementing the plan. This plan provides the framework upon which zoning, land use regulations, and the capital improvements program should be based.

Zoning regulations should be designed to promote the public health, safety, and general welfare. To that end, the regulations should address, among other things, the following public purposes:

- Provide adequate light and air.
- Prevent the overcrowding of land, to avoid undue concentration of population.
- Lessen congestion in the streets.
- Secure safety from fire, panic, and other dangers.
- Facilitate the efficient and adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.

Furthermore, the regulations should be made with reasonable consideration of the character of the district and its peculiar suitability for particular uses, and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the county.

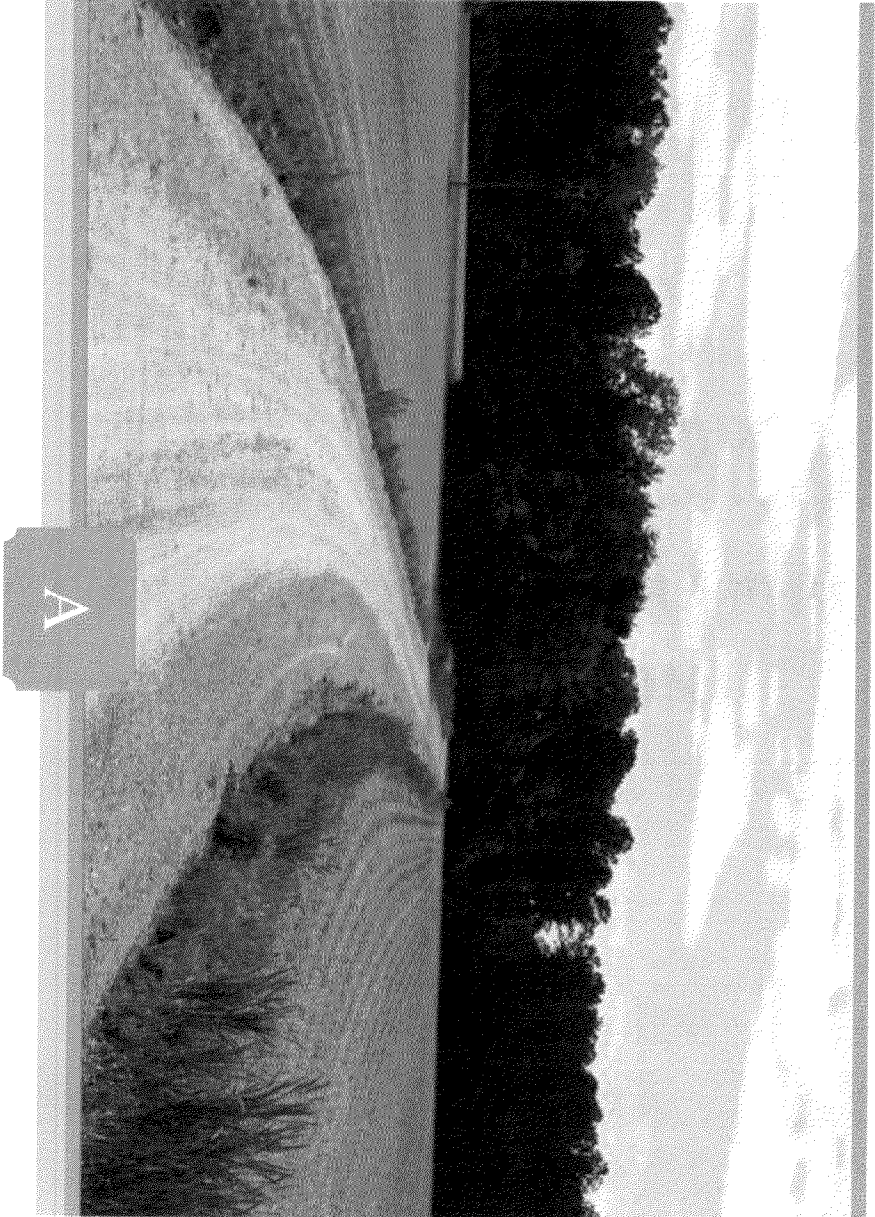
In addition, the regulations should be made with reasonable consideration to expansion and development of any city or town within the county, in order to provide for orderly growth and development.

Specifically, in implementing this plan, the following should serve as guiding land use/planning principles:

- Consider the future land use map as part of the policies included in this plan.
- Consult this plan, including the future land use map, during the deliberation of all rezoning requests and proposed text amendments, as required by NCGS 160 D-701.

Following adoption of this plan, the County may implement the following to ensure effective citizen participation:

- Encourage diverse public participation and citizen input in all land use decisions and procedure development processes.
- Publicize all meetings of the Planning Board and Board of Commissioners through newspaper advertisements, public service announcements, and the County's website.
- Utilize broad-based advisory committees to assess and advise the County on special planning issues and needs, including implementation of this plan.
- Make notices of all Planning Department activities available on the County's website.



APPENDIX A

Soils Characteristics

Appendix A. Soil Characteristics

Map Symbol	Soil Series	Dwellings without Basements	Local Roads and Streets	Septic Tank Absorption Fields
AuB	Autryville loamy fine sand, 0 to 6 percent slopes	Not limited	Not limited	Somewhat limited: depth to saturated zone, slow water movement
BbA*	Bibb sandy loam, 0 to 1 percent slopes, frequently flooded	Very limited: flooding, depth to saturated zone, ponding, organic matter content	Very limited: depth to saturated zone, flooding, ponding	Very limited: flooding, depth to saturated zone, seepage-bottom layer, ponding
BnB	Blanton sand, 1 to 6 percent slopes	Not limited	Not limited	Somewhat limited: depth to saturated zone, slow water movement
CrB2	Craven loam, 1 to 4 percent slopes, eroded	Somewhat limited: shrink-swell, depth to saturated zone	Very limited: low strength, shrink-swell, depth to saturated zone, flooding, ponding	Very limited: depth to saturated zone, slow water movement, seepage-bottom layer, flooding, ponding
CtA*	Croatan muck, ponded, 0 to 2 percent slopes	Very limited: ponding, subsidence, depth to saturated zone, organic matter content	Very limited: ponding, depth to saturated zone, subsidence, low strength	Very limited: ponding, depth to saturated zone, subsidence, seepage-bottom layer, slow water movement
FoA	Foreston loamy fine sand, 0 to 2 percent slopes	Somewhat limited: depth to saturated zone	Somewhat limited: depth to saturated zone	Very limited: depth to saturated zone, seepage-bottom layer, slow water movement
Go	Goldsboro loamy sand, 0 to 2 percent slopes, Atlantic Flatwoods	Not limited	Not limited	Very limited: depth to saturated zone, seepage-bottom layer, slow water movement
GoA	Goldsboro loamy sand, 0 to 2 percent slopes, Southern Coastal Plain	Not limited	Not limited	Very limited: depth to saturated zone, slow water movement
GtA*	Grifton fine sandy loam, 0 to 2 percent slopes	Very limited: depth to saturated zone	Very limited: depth to saturated zone	Very limited: depth to saturated zone, seepage-bottom layer, slow water movement
JoA	Johns fine sandy loam, 0 to 2 percent slopes	Very limited: flooding, depth to saturated zone, ponding,	Somewhat limited: flooding, depth to saturated zone	Very limited: depth to saturated zone, seepage-bottom layer, flooding, ponding, slow water movement

Appendix A. Soil Characteristics

Map Symbol	Soil Series	Dwellings without Basements	Local Roads and Streets	Septic Tank Absorption Fields
JpA*	Johnston and Pamlico soils, 0 to 1 percent slopes, frequently flooded	Very limited: ponding, flooding, depth to saturated zone, organic matter content, subsidence	Very limited: ponding, depth to saturated zone, flooding, low strength, subsidence	Very limited: flooding, ponding, depth to saturated zone, seepage-bottom layer
KaA	Kalmia loamy sand, 0 to 2 percent slopes	Very limited: flooding, depth to saturated zone, ponding, organic matter content	Somewhat limited: flooding	Very limited: seepage-bottom layer, depth to saturated zone, slow water movement, flooding, ponding
LnA*	Leon sand, 0 to 2 percent slopes	Very limited: depth to saturated zone	Very limited: depth to saturated zone	Very limited: depth to saturated zone, slow water movement
LsB	Lucy loamy sand, 0 to 6 percent slopes	Not limited	Not limited	Somewhat limited: slow water movement
LuA*	Lumbee sandy loam, 0 to 1 percent slopes, rarely flooded	Very limited: ponding, flooding, depth to saturated zone	Very limited: ponding, depth to saturated zone, flooding	Very limited: flooding, ponding, depth to saturated zone, seepage-bottom layer, slow water movement
McC	Marvyn and Gritney soils, 6 to 15 percent slopes	Somewhat limited: slope	Somewhat limited: slope	Somewhat limited: slow water movement, slope
MkA*	Muckalee loam, 0 to 1 percent slopes, frequently flooded	Very limited: flooding, depth to saturated zone	Very limited: ponding, depth to saturated zone, flooding	Very limited: flooding, depth to saturated zone, slow water movement
MuA*	Murville mucky fine sand, 0 to 2 percent slopes	Murville mucky fine sand, 0 to 2 percent slopes	Very limited: ponding, depth to saturated zone, flooding	Very limited: ponding, depth to saturated zone, seepage-bottom layer, flooding
NbA	Noboco loamy fine sand, 0 to 2 percent slopes	Not limited	Not limited	Very limited: depth to saturated zone, slow water movement
NbB	Noboco loamy fine sand, 2 to 6 percent slopes	Not limited	Not limited	Very limited: depth to saturated zone, slow water movement
NoA	Norfolk loamy sand, 0 to 2 percent slopes	Not limited	Not limited	Somewhat limited: depth to saturated zone, slow water movement

Map Symbol	Soil Series	Dwellings without Basements	Local Roads and Streets	Septic Tank Absorption Fields
NoB	Norfolk loamy sand, 2 to 6 percent slopes	Not limited	Not limited	Somewhat limited: depth to saturated zone, slow water movement
OrA	Orangeburg loamy sand, 0 to 2 percent slopes	Not limited	Not limited	Somewhat limited: slow water movement
OrB	Orangeburg loamy sand, 2 to 6 percent slopes	Not limited	Not limited	Somewhat limited: slow water movement
PaA	Pactolus fine sand, 0 to 3 percent slopes	Very limited: flooding, depth to saturated zone, ponding	Somewhat limited: flooding, depth to saturated zone	Very limited: depth to saturated zone, seepage-bottom layer, filtering capacity, flooding, slow water movement, ponding
PnA*	Pantego loam, 0 to 1 percent slopes	Very limited: flooding, depth to saturated zone,	Very limited: depth to saturated zone, flooding	Very limited: depth to saturated zone, slow water movement, flooding
Pt	Pits, quarry	Not rated	Not rated	Not rated
Ra*	Rains fine sandy loam, 0 to 2 percent slopes, Atlantic Coast Flatwoods	Very limited: depth to saturated zone, ponding	Very limited: Depth to saturated zone, ponding	Very limited: depth to saturated zone, slow water movement, ponding
RaA*	Rains fine sandy loam, 0 to 2 percent slopes, Southern Coastal Plain	Very limited: depth to saturated zone, ponding	Very limited: depth to saturated zone, ponding	Very limited: depth to saturated zone, slow water movement, ponding,
RuA	Rumford loamy fine sand, 0 to 2 percent slopes	Not limited	Not limited	Very limited: seepage-bottom layer
RuB	Rumford loamy fine sand, 2 to 6 percent slopes	Not limited	Not limited	Very limited: seepage-bottom layer
ToA*	Torhunta mucky fine sandy loam, 0 to 1 percent slopes	Very limited: depth to saturated zone	Very limited: depth to saturated zone	Very limited: depth to saturated zone, seepage-bottom layer
WoA*	Woodington loamy fine sand, 0 to 1 percent slopes	Very limited: depth to saturated zone	Very limited: depth to saturated zone	Very limited: depth to saturated zone, seepage-bottom layer

*Denotes Hydric Soils.
Source: Natural Resources Conservation Service.



Duplin County Center
PO Box 949
Kenansville, NC 28349

Website: <http://duplin.ces.ncsu.edu>
Duplin County Center-NCCE Facebook: <https://go.ncsu.edu/agncr9a>
4-H Facebook: <https://go.ncsu.edu/omyspco>

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Amanda Hatcher
County Extension
Director, Livestock

Wanda Bell

Administrative Assistant
Director, 4-H, Family &
Consumer Sciences

Wanda Hargrove

Support Specialist:
Agriculture, Livestock,
Facilities Coordinator

Walter Adams

Agriculture & Natural
Resources Technician
NC A&T State

James Hartsfield

Area Specialized Agent,
Farm Management
NC A&T State

Jessica Hall

Livestock and Forages
Livestock and Forages
Agriculture, Field Crops

Della King

Agriculture, Field Crops
Horticulture
Horticulture

Bridget Huffman

4-H Youth Development
4-H Program Assistant,
Youth Agriculture/
Livestock

Charmae Kendall

4-H Prevention
Coordinator
Jasmine Williams

Notes from the Director Amanda Hatcher

- Conducted employee evaluations
- Helped teach the 10-hour animal waste initial class in Wayne County
- Attended the Duplin Agribusiness Council board meeting
- Attended a marketing collaborative with NC Choices and area producers
- Met with a new 4-H and Extension volunteer who is a student who plans to volunteer this summer
- Conducted staff meeting and gave updates from the state and district with an Employee Appreciation day
- Met with transportation director and horticulture agent to plan grounds space behind the Cooperative Extension building
- Participated as a guest panelist for soft skill training at East Duplin High School for career readiness development for students
- Attended the Southeast District Association of County Agricultural Agents meeting with a tour of the Clinton Horticulture Research Station
- Attended the county department head meeting and other county meetings and trainings as needed
- Attended the Farm Risk Management training

Livestock Amanda Hatcher, Livestock and Forages

- Assisted 17 farmers in nutrient management, 6 farmers in crop management, and 18 farmers in farm management
- Participated in NC Swine Forum virtually
- Conducted an animal waste continuing education training with Jessica Hall, livestock agent, with 45 people in attendance receiving 3 hours of animal waste credit and 2 hours of pesticide credit (picture right)
- Face-to-face contacts: 268, Non face-to-face contacts: 1,632



Livestock Jessica Hall, Livestock and Forages

- Attended livestock agents' Nutrient Management Training at the Booth Field Lab in Raleigh.
- Assisted various producers with pasture and hay field management, livestock nutrition, marketing, soil testing, basic livestock care, pesticide selection and interpreting labels, vaccination protocols for livestock, and more.
- Offered a Hurricane Preparedness and Weed Management course with Amanda for waste operators to receive both waste and pesticide credits with 45 in attendance.

**Britt Building
Monthly
Usage**

May

**Total number
of events:**

43

**Total attendance
for the events:**

2428

Public events:

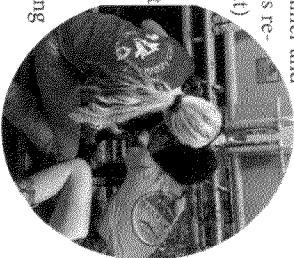
41

Private events:

1

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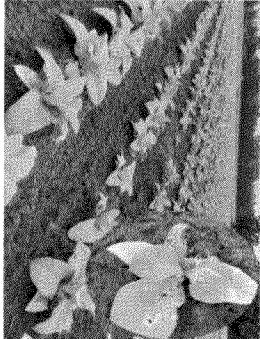
- Became a NC Beef Quality Assurance (BQA) Certified Trainer and hosted a BQA training and certification class for producers resulting in 11 certifications or recertifications. (picture right)
- Established a Board of Directors for the Coastal Carolina Cattle Alliance and scheduled the first sale for August in conjunction with Mid-Atlantic Cattle Co. who will market cattle from Duplin and surrounding counties via video sale.



- Continued maintenance on the Duplin County Livestock Facility in preparation for upcoming training and marketing events.
- Informed thousands of current and potential clients about upcoming events, workshops, and informational resources via Facebook post.
- Face-to-face contacts: 255, Non face-to-face contacts: 6,762

Field Crops

Della King, Field Crop Agent



- Assisted growers with individual needs as requested such as: Found Tomato Spotted Wilt Virus in Tobacco (picture left)
- Judged Creed for the Regional FFA Event at UMO
- Fulfilled a PPE request for a large farm operation
- Attended SE District Ag Agents Meeting
- Attended Grains Agronomic Program Team Zoom Meeting
- Planted 2 Corn Plots: 1) 10 variety plots; 2) Replicated 3 Year High Yield Corn Variety Plot
- Helped a grower complete his required Auxin Training that he missed due to an accident
- Face-to-face contacts: 47, Non face-to-face contacts: 187

Horticulture

Tom Hiroza, Horticulture

- Strawberries are about done in the field, but still available in the store.
- Our Friends of Horticulture met with a program on managing foods with high nutritional value such as leafy greens.
- Our fruit and vegetable plants have slowed down because of the drought, but have also not experienced as many diseases and insect pressure as usual.
- We finished planting our sunflowers and zinnias for our 4-H program.
- We continue to have complaints about drifted chemicals on grapes, and other high-value crops.
- Blueberries are plentiful, despite the drought and insects. The nutritional value of blueberries is the highest for any fruits we grow locally.
- Face-to-face contacts: 58, Non face-to-face contacts: 600

Small Farms ... James Hartsfield, Farm Management (Duplin/Sampson)

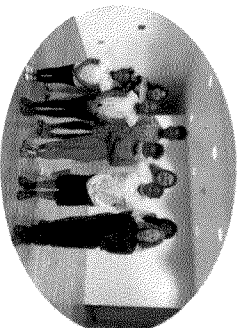
- Completed news article on "Test Soil to Avoid New Peak Season."
- Visited farmers to provide information on high tunnel structure and high tunnel farming.

- Held virtual workshops on Developing Personal Risk Management plans.
 - Visited farmers to assist with writing Risk Management Marketing Plan.
 - Assisted farmers with Plasticulture Equipment Cash/Back Rental program.
 - Face to face 12 and Non face to face contacts 12,130
- Agriculture & Natural Resources** **Walter Adams, Tech. (Duplin/Lenoir)**
- Attended the Risk Management workshop
 - Assisted with pesticide credit roster for class that included animal waste and pesticide credits
 - Helped several growers get registered to take pesticide exam
 - Looked up pesticide credits for several growers
 - Helped a grower with high tunnel information
 - Face-to-face contacts: 36, Non face-to-face contacts: 68

4-H and Youth Development

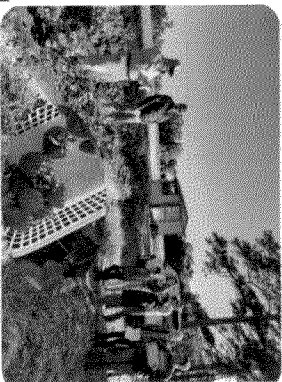
Bridget Huffman, 4-H Agent

- Attended the SED 4-H Teen Retreat in Johnston County, May 14 with 8 4-Hers attending the meeting. The meeting consisted of a business meeting, workshops, and a community service project. Also during the meeting, one of Duplin County 4-H'ers, Emily Craft, was voted in as the SED 4-H Reporter for 2022-2023.
- Advised 4-H summer workshops and started taking registrations.
- Attended county staff updates, 4-H updates and trainings, reports, and State Extension updates
- Continued Tuesday, May 17, the 4-H teen series, Seeing 12: Adventures in Diversity & Cultural Awareness continued. The lesson was "What I Hold Dear" The group will take a break during the summer and resume meetings back in September.
- Hosted the Duplin County where 4-H Talent Show. 9 4-H'ers presented their talent that night and the winners were: Best Vocal, Y'Anna Rivers; Best Dance, Aubrey McGowan and Meah Monk; and Best Instrumental, Emily Craft. The top two acts representing Duplin County on Friday, June 24 at District Activity Day are Y'Anna Rivers and Emily Craft.
- Worked with 4-H'ers on 4-H presentations for District Activity Day that will be held June 24 at Lenoir Community College.
- Face-to-face contacts: 230, Non face-to-face contacts: 5,984



Charmae Kendall, 4-H Agriculture/Livestock Program Assistant

- Made a final visit with Duplin Elementary Schools for Farm Calendar Program
- Facilitated Clover Critters 4-H Club Meeting at Dark Branch Farms on Sarecta Road, Kernansville
- Attended NC Swine Forum
- Helped facilitate Coastal Plains Chicken Project broiler processing in Lenoir County
- Conducted bi-monthly Livestock Judging & Skillathon Practices at a local farm
- Face-to-face contacts: 355, Non face-to-face contacts: 7,904



Tom Hiroza, Horticulture Agent (left) talks to 4-H'ers and guests about strawberries at Dark Branch Farms.

Jasmine Williams, 4-H Prevention Coordinator

- Concluded Too Good for Drugs at Warsaw Elementary School with their 8th grade classes. Total count of students 93
- Completed trainings, "The Role of a Prevention Specialist", "Working with Emotions", "Youth Prevention Survey Info Session", "Ripple Mapping", "North Carolina Prevention Conference" (2 day conference)
- Attended coalition/collaborative meetings - JCPG, DAISY (May 10th and 31st), and Duplin County Substance Use Coalition
- Participated in yearly program audit in Wayne county with NCDHHS and Eastpointe
- Assisted Sampson County Prevention Program with Lock Your Meds presentation at the Senior Center in Turkey, NC
- Completed monthly SYNAR/Merchant Education activities in Duplin, Sampson, and Wayne counties.



Duplin County Center P.O.Box 949 Kenansville, NC, 28349 (910) 296-2143 FAX (910) 296-2191

DUPLIN COUNTY COOPERATIVE EXTENSION
EDUCATIONAL EVENTS

For more information on any of these educational opportunities, please call the Duplin County Cooperative Extension Service at 296-2143. Contact person is listed in parenthesis.

June 2022

DAT	
1	Chicken Showmanship Workshop – 6:00 pm – Duplin Livestock Facility 4 Fairground Drive – (Charmae Kendall)
1	Agrimedecine Zoo Meeting – 3:00 pm – (Amanda Hatcher)
2	NC State Agriculture Tour – 8:00 am - Raleigh – (Charmae Kendall)
2	Livestock Skillathon & Judging Practice – 3:00 pm – Conference Room 128 Duplin Extension Center – (Charmae Kendall – Jessica Hall)
2	Learn, Grow, Eat Go! Workshop - 9:00 am – Duplin Extension Center. (Charmae Kendall)
6	Hubbs Farm Trip – 9:00 am – Clinton – (Charmae Kendall)
7/10	Farm to Table – 9:00 am – Extension Center & farm visits – (Charmae Kendall Bridget Huffman – Jessica Hall – Amanda Hatcher)
7	Livestock Skillathon & Judging Practice – 3:00 pm – Conference Room 128 Duplin Extension Center – (Charmae Kendall)
7	CEID and Admin Meeting – Lenoir County Extension Center – Kinston (Amanda Hatcher)

- 8

Jammin in June Livestock Skilathlon Contest – Chatham County Extension Center – (Charmae Kendall)
- 9

Duplin Beekeepers Workshop – 6:00 pm – Ed Emory Auditorium – Lois G. Britt Agricultural Service Center – (Tom Hroza)
- 11

Small Ruminant Field Day – Roxboro – (Charmae Kendall – Jessica Hall)
- 13

Wolfpack Dairy & Sheep Tour – Raleigh – (Charmae Kendall)
- 13

Extension Staff Meeting – 9:00 am – Conference Room 128 – (Amanda Hatcher)
- 14

Duplin Agribusiness Tour – 5:30 pm – (Amanda Hatcher)
- 14/17

Ag Agents State Meeting – Kill Devil Hills – (Charmae Kendall – Jessica Hall Della King)
- 15

Dementia Awareness Class – 8:00 am – Ed Emory Auditorium - Lois G. Britt Agricultural Service Center – (Amanda Hatcher)
- 16

Friends of Horticulture – 6:00 pm – Large Conference Room – Lois G. Britt Agricultural Service Center – (Tom Hroza)
- 17

2022 Service Award Breakfast – 8:30 am – NCSU – Raleigh - (Bridget Huffman)
- 18

Duplin County Horse and Pony Fun Show – 8:00 am – Duplin Livestock Facility (Jessica Hall – Bridget Huffman)
- 20

Cooking for Kids (ages 5-9) - 10:00 am – Duplin Extension Center – (Bridget Huffman)
- 20

Coastal Plains Chicken Show – 5:00 pm – Lenoir – (Charmae Kendall – Jessica Hall – Bridget Huffman)
- 21

Livestock Skilathlon Clinic – Raleigh – (Charmae Kendall)
- 21

Grains Agronomic Program Team Zoom Meeting – Della King)
- 22

Livestock Judging Clinic – Raleigh – (Charmae Kendall)
- 22

Cooking for Kids (ages 10-18) – 10:00 am – Duplin Extension Center – (Bridget Huffman)
- 23

4-H Horse Summer Camp – 9:00 am – Duplin Livestock Facility – (Jessica Hall)
- 24

Southeast District Activity Day – Lenoir Community College – Kinston (Charmae Kendall – Jessica Hall – Bridget Huffman – Della King)
- 27

Advanced Skilathlon Clinic – Raleigh – (Charmae Kendall)
- 27/30

Animal Mortality Management Symposium – Raleigh – (Jessica Hall)
- 27/30

4-H HEART Smart Camp – 9:00 am – Duplin Extension Center – (Bridget Huffman)
- 29

4-H Horse Summer Camp – 9:00 am – Duplin Livestock Facility – (Jessica Hall)
- 30

Livestock Skilathlon & Judging Practice – 3:00 pm – Conference Room 128 (Charmae Kendall – Jessica Hall)

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