BOARD OF COUNTY COMMISSIONER'S MEETING

Tuesday, September 19th, 2022

224 Seminary Street

Kenansville, N.C. 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, September 19th, 2022 in the Commissioners Room located at 224 Seminary Street, Kenansville, NC.

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

Also Present: Mr. Davis H. Brinson, County Manager/Clerk to the Board; Ms. Teresa Chambers, EDC Administrative Assistant who was filling in for Trisha-Ann Hoskins, Administrative Officer/Deputy Clerk who was on military leave; Ms. 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 the Mayor of the Town of Warsaw, 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 Thompson, seconded by Commissioner Branch, 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 September 6th, 2022 Board of Commissioners meeting as presented by the Clerk to the Board.

REGULAR MEETING AGENDA
CONSENT AGENDA

Motion was made by Commissioner Branch, seconded by Commissioner Thompson, carried unanimously to approve the consent agenda which consisted of: Budget Amendment Journal Entry Report; Tax and Solid Waste Releases- # 19533-19718; Resolution to approve Duplin County Employee Personnel Policies; Approval of Bad Debt & Deceased Write Offs for Duplin County Emergency Medical Services for the period October 2007 thru September 2012; Approval for Chairman to sign Building Reuse Documents and County Performance Agreement for Economic Development Project Gray; Building Reuse Documents for Project ACC and the County Performance Agreement for Project WRJ; Approval of conflict of interest policy and no overdue tax debt certification forms regarding $1.5 million in SCIF (State Capital Infrastructure Fund) funds awarded to the County for infrastructure at AirPark; and the Re-Scheduling of the second (2nd) public hearing regarding the 2022 CDBG-NR (Community Development Block Grant-Neighborhood Revitalization) application on September 29, 2022 at noon.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA

Public Comments

No Public Comments

End Public Comments

Davis H. Brinson, County Manager/Clerk to the Board appeared before the Board to request that a public hearing be scheduled on October 17, 2022 to receive public comments regarding a request from Lori Peterson Mobio to name a lane at 1069 Wards Road; Wallace, NC in the Rockfish Township: Bill Peterson Lane in accordance with the Duplin County Addressing and Road Naming Address.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to schedule a public hearing on October 17, 2022 to receive public comments regarding a request from Lori Peterson Mobio to name a lane at 1069 Wards Road; Wallace, NC in the Rockfish Township: Bill Peterson Lane in accordance with the Duplin County Addressing and Road Naming Address.

George Futrelle, Assistant County Manager/Airport Director, appeared before the Board to request the adoption of a Resolution in Honor of Robert H. "Bob" Quinn, Jr. Bob Quinn served Duplin County on the Duplin County Airport Commission for twenty-nine (29) years and served as Chairman the entire time. The Duplin County Airport Commission requests that his service to Duplin County be recognized by a resolution honoring Bob to be read and presented to him at the September 19, 2022 Board of County Commissioners meeting.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to adopt a Resolution in Honor of Robert H. Quinn, Jr.

Tony McEwen, Carolinas Director of the American Flood Coalition, appeared before the Board to make a presentation on the American Flood Coalition and request the Board adopt a resolution providing for Duplin County's membership in the coalition. The American Flood Coalition is a nonpartisan group of political, military, business, and local leaders that have come together to drive adaptation to the reality of higher seas, stronger storms, and more frequent flooding. The coalition seeks to advance solutions that support flood-affected communities and protect our nation's residents, economy, and military installations. Membership in the American Flood Coalition will aid Duplin County's efforts to protect against flooding without requiring any financial support or dues.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to adopt a Resolution Providing for Duplin County to Become a Member of the American Flood Coalition.

Robert Cox, Tourism Director, appeared before the Board to request the appointment of Jordon Whaley, Cabin Lake County Park Superintendent, to the Tourism Development Authority Board.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to appoint Jordon Whaley to the Duplin County Tourism Development Authority Board for a term beginning on September 19, 2022 and ending on June 30, 2025.

Brian Matthis, Duplin County Emergency Management Planner, appeared before the Board to request approval of two Resolution Designation of Applicant's Agent for NCDPS Division of Emergency Management's Hazard Mitigation Grant Programs. For the program manager, point of contact and secondary agent on behalf of Duplin County for NC Emergency Management's Hazard Mitigation Grant Program to change, the Board of County

Commissioners must approve it. This person is responsible for managing the grant, including working with citizens enrolled in the program, working with the contracted management agency, coordinating with NC Emergency Management, and submitting documentation for FEMA reimbursement.

Motion was made by Commissioner Dowe, seconded by Commissioner Thompson, carried unanimously to adopt the NC Division of Emergency Management Resolution Designation of Applicant's Agent form changing the secondary agent and point of contact for the Hazard Mitigation Grant Program from Elizabeth Stalls to Brian Matthis and the Resolution Designation of Applicant's Agent form to add Matthew Barwick as a Designated Agent for the Hurricane Florence Generator Grant Project.

Gary M. Rose, Tax Administrator, appeared before the Board to request approval of a service contract for Tax Office printing services between Duplin County and Diversified Companies, LLC (DivCo Data). According to Mr. Rose, for the last several years the Tax Office has outsourced the printing and mailing of tax bills, late tax bills, and listing forms. The vendor that has provided these services has let their service become subpar and the Tax Office wishes to contract with another vendor. Costs should be about the same, better service is the only reason for the switch.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve a service contract between Duplin County and Diversified Companies, LLC / DivCo Data for Tax Office printing services.

WATER DISTRICT MEETINGS

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to go out of regular session and go into session as Albertson Water and Sewer District Board.

Joe McKemey, PE with McDavid Associates, Inc., appeared before the Board to request the Board approve the submittal of an Asset Inventory and Assessment Grant Application through the Division of Water Infrastructure for the Albertson Water and Sewer District.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to adopt a Resolution Authorizing Asset Inventory and Assessment Application for grant funding for the Albertson Water and Sewer District Water System Evaluation.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to go out of session as Albertson Water and Sewer District Board and go into session as Duplin County Water District B Board.

Joe McKemey, PE with McDavid Associates, Inc., appeared before the Board to request the Board approve the submittal of an Asset Inventory and Assessment Grant Application through the Division of Water Infrastructure for Duplin County Water District B.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to adopt a Resolution Authorizing Asset Inventory and Assessment Application for grant funding for Duplin County Water District B Board.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to go out of session as Duplin County Water District B Board and go into session as Duplin County Water District D Board.

Joe McKemey, PE with McDavid Associates, Inc., appeared before the Board to request the Board approve the submittal of an Asset Inventory and Assessment Grant Application through the Division of Water Infrastructure for Duplin County Water District D.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to adopt a Resolution Authorizing Asset Inventory and Assessment Application for grant funding for Duplin County Water District D Board.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to go out of session as Duplin County Water District D Board and go into session as Duplin County Water District E Board.

Joe McKemey, PE with McDavid Associates, Inc., appeared before the Board to request the Board approve the submittal of an Asset Inventory and Assessment Grant Application through the Division of Water Infrastructure for Duplin County Water District E.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to adopt a Resolution Authorizing Asset Inventory and Assessment Application for grant funding for Duplin County Water District E Board.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to go out of session as Duplin County Water District E Board and go into session as Duplin County Water District F Board.

Joe McKemey, PE with McDavid Associates, Inc., appeared before the Board to request the Board approve the submittal of an Asset Inventory and Assessment Grant Application through the Division of Water Infrastructure for Duplin County Water District F.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to adopt a Resolution Authorizing Asset Inventory and Assessment Application for grant funding for Duplin County Water District F Board.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to go out of session as Duplin County Water District F Board and go into session as Duplin County Water District G Board.

Joe McKemey, PE with McDavid Associates, Inc., will appear before the Board to request the Board approve the submittal of an Asset Inventory and Assessment Grant Application through the Division of Water Infrastructure for Duplin County Water District G.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to adopt a Resolution Authorizing Asset Inventory and Assessment Application for grant funding for Duplin County Water District G Board.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to go out of session as Duplin County Water District G Board and go back into regular session as Duplin County Board of Commissioners.

Davis H. Brinson, County Manager/Clerk to the Board appeared before the Board to request the appointment of Kimberly Wickline to the Duplin County Juvenile Crime Prevention Council. Mrs. Wickline has expressed an interest in serving on JCPC. She is the mother of both middle and high school aged children and states that she has a personal interest in contributing to the health, wellness and positive life choices of our youth. She is employed by Duplin County in the Human Resources Department. The Juvenile Crime Prevention Council (JCPC) is the local organization charged by the N.C. General Assembly to plan, organize, and evaluate locally-based programs designed to prevent and mitigate juvenile delinquency in Duplin County. Specifically, the JCPC is to develop community-based alternatives to training schools and to provide community-based delinquency and substance abuse prevention strategies and programs.

Motion was made by Commissioner Dowe, seconded by Commissioner Thompson, carried unanimously to approve to appoint Kimberly Wickline to the Juvenile Crime Prevention Council.

Davis H. Brinson, County Manager/Clerk to the Board appeared before the Board to request the approval of the notice of award for the Events Center parking project. The Duplin County Events Center was awarded $500,000 from the NC Dept. of Agriculture & Consumer Services in the FY22 NC State budget for additional parking. Duplin County has contracted with The Adams Company, Inc, Engineering and Design to oversee the project. On September 8, 2022, bids were opened for the project. The lowest responsible bidder for the project including grading, paving, all site work, and a new slide gate was Legion Asphalt, Inc. at a bid price of $184,750.00. Based on the bid tabulation summary it is the recommendation of both The Adams Company, Inc. and the County Manager that the Board approve the notice of award and authorize the Chairman to sign same. It is also recommended that the County Manager be authorized to sign and approve change orders and other contract documents going forward.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to award the Duplin County Events Center Parking Project to the lowest responsible bidder, Legion Asphalt, Inc., to approve and authorize the Chairman to sign the notice of award and to authorize the County Manager to approve change orders and other contract documents regarding this project.

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

Tracey Simmons-Kornegay, Health Director, appeared before the Board to request to create two (2) full time County positions within the Health Department utilizing ARPA (American Rescue Plan Act) Public Health Workforce Care Management Regionalization Project funds. This project was designed and to plan a regionalization pilot for a shared care management model services for Case Management for At-Risk Children (CMARC) and Case Management for High-Risk Pregnancy (CMHRP) programs in two distinct regions (Region 8 & 9) of North Carolina. At the August 1, 2022 meeting of the Board of Commissioners, the Board accepted this Agreement Addendum 621-1 (ARPA COVID-19 PH Regional Workforce) to include the Care Management Regionalization Project. Tonight's agenda request is to create 2-grant funded positions (Public Health Nurse Consultant and Accounting Specialist) to assist regionally with assessing, planning, implementing, and evaluating this pilot project as well as provide accounting support. Additionally, both positions will support for 2-additional ARPA funded regional projects (Long Term Care [AA 545] and Work Force Development [AA 620]). After approved by the Board, a PD 118 will be submitted to the State Office of Human Resources.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the creation of two (2) full time County positions within the Health Department, a Public Health Nurse Consultant II and an Accounting Specialist II, to be paid for with COVID American Rescue Plan Act State funds.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to recess until Thursday, September 29th, 2022 at 12:00 p.m. for a Commissioners Workshop at the Administrative Building located at 224 Seminary Street in Kenansville, N.C.

Davis H. Brinson

Davis H. Brinson
Clerk to the Board

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Duplin County, NC

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JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	02	270	BUA	08/16/2022	08/16/2022	090622	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
7	6140	43910					T	ADVERTISING		100.00
8	6140	44910					T	DUES AND SUBSCRIPTIONS		150.00
9	6144	41990					T	PROFESSIONAL SERVICES	319.17	
10	6140	41990					T	PROFESSIONAL SERVICES	740.83	
11	5111	43540					T	SOFTWARE MAINTENANCE		1,000.00
12	5114	42370					T	INJECTABLES		3,630.17
13	5111	42600					T	OFFICE SUPPLIES	1,000.00	
14	5114	43250					T	POSTAGE	113.40	
15	5114	42600					T	OFFICE SUPPLIES	104.27	
16	5114	43911					T	ADVERTISING	3,412.50	
17	4250	42600					T	OFFICE SUPPLIES		1,311.21
18	4250	42490					T	VEHICLE SUPPLIES	1,311.21	
								** 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
2023	02	311	BUA	08/17/2022	08/17/2022	090622	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	5164	42980					T	PROGRAM SUPPLIES		536.02
2	5164	42410					T	PHARMACY	536.02	
								** JOURNAL TOTAL	0.00	0.00

Duplin County, NC

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JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	02	103	BUA	08/04/2022	08/04/2022	090622	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	4520	42500					T	VEHICLE GASOLINE		3,000.00
2	4520	41990					T	PROFESSIONAL SERVICES	3,000.00	
								** JOURNAL TOTAL	0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	02	127	BUA	08/04/2022	08/04/2022	090622	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	6160	43520					T	REPAIRS & MAINTENANCE EQUIPME		1,200.00
2	6160	42600					T	OFFICE SUPPLIES	200.00	
3	6160	43911					T	ADVERTISING	1,000.00	
								** JOURNAL TOTAL	0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	02	270	BUA	08/16/2022	08/16/2022	090622	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	6144	42600					T	OFFICE SUPPLIES		219.17
2	6144	43110					T	TRAVEL		100.00
3	6140	42100					T	HOUSEKEEPING		50.00
4	6140	42600					T	OFFICE SUPPLIES		100.00
5	6140	42980					T	PROGRAM SUPPLIES		100.00
6	6140	43510					T	REPAIRS BUILDING AND GROUNDS		240.83

Duplin County, NC

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	02	391	BUA	08/19/2022	08/19/2022	090622	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4920	41990					T	PROFESSIONAL SERVICES		7,500.00	
2	4920	43910					T	ADVERTISING	7,500.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	02	474	BUA	08/23/2022	08/23/2022	090622	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5123	41990					T	PROFESSIONAL SERVICES		2,150.00	
2	5176	41990					T	PROFESSIONAL SERVICES		3,840.00	
3	5123	40121					T	SALARIES	1,645.00		
4	5123	40181					T	SOCIAL SECURITY	150.00		
5	5123	40182					T	RETIREMENT	200.00		
6	5123	40183					T	HOSPITAL INSURANCE	150.00		
7	5123	40184					T	Life Insurance	5.00		
8	5176	40121					T	SALARIES	1,800.00		
9	5176	40181					T	SOCIAL SECURITY	125.00		
10	5176	40182					T	RETIREMENT	225.00		
11	5176	40183					T	HOSPITAL INSURANCE	185.00		
12	5176	40184					T	Life Insurance	5.00		
13	5176	43250					T	POSTAGE	1,000.00		
14	5176	43540					T	SOFTWARE MAINTENANCE	500.00		
								** 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
2023	02	536	BUA	08/25/2022	08/25/2022	090622	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4250	43510					T	REPAIRS BUILDING AND GROUNDS		2,400.00	
2	4250	42600					T	OFFICE SUPPLIES	2,400.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	02	585	BUA	08/26/2022	08/26/2022	090622	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4520	42490					T	VEHICLE SUPPLIES		1,200.00	
2	4520	43720					T	PROMOTIONAL ITEMS	1,200.00		
								** 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
2023	02	609	BUA	08/26/2022	08/26/2022	090622	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4520	42490					T	VEHICLE SUPPLIES		200.00	
2	4520	43250					T	POSTAGE	200.00		
3	6160	43510					T	REPAIRS BUILDING AND GROUNDS		600.00	
4	6160	42600					T	OFFICE SUPPLIES	600.00		
								** JOURNAL TOTAL	0.00	0.00	

Duplin County, NC

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JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	02	713	BUA	08/31/2022	08/31/2022	090622	chelsey.lanier	1	N	Hist	2023	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	4250	43510				T	REPAIRS BUILDING AND GROUNDS		1,857.00
2	4250	43520				T	REPAIRS & MAINTENANCE EQUIPME	1,857.00	
3	4324	41990				T	PROFESSIONAL SERVICES		136.00
4	4324	45100				T	CAPITAL OUTLAY	136.00	
							** JOURNAL TOTAL	0.00	0.00
							** GRAND TOTAL	0.00	0.00

10 Journals printed

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

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DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE SEPTEMBER 6, 2022

GHW 8-23-22

RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
19396	3 M COMPANY	13	72		2022	2701524	$ 5.48	$ 0.15	$ 3.83		$ 0.95		$ 10.41	NO ASSETS IN DUPLIN CO. FOR 2022
19397	AMBROCIO, SOCORRO J. & WF MARIA	02			2022	0073977	$ 1.43	$ 0.04			$ 0.15		$ 1.62	MYT TRAILER DOUBLE LISTED
19398	ANDERSON, LESLIE WAYNE & WIFE	03		19	2022	0095350	$ 2.86	$ 0.08		$ 0.28			$ 3.22	STRUCTURES NO LONGER THERE
19399	ANDERSON, LESLIE WAYNE & WIFE	03		19	2022	010002661	$ 153.01	$ 4.28		$ 14.98			$ 172.27	CORRECTED ERRORS ON MISC. IMP. & LAND
19400	BB & T COMM. EQUIP. & CAPITAL CORP	01		07	2022	000000784	$ 5,030.60	$ 140.72		$ 211.78	$ 766.90		$ 6,150.00	NO BUSINESS PERSONAL PROPERTY 2022
19401	BB & T COMM. EQUIP. & CAPITAL CORP	01	73		2022	000000784			$ 2,285.93				$ 2,285.93	NO BUSINESS PERSONAL PROPERTY 2022
19402	BALLARD, ROBERT CHARLES	09		13	2022	0242230	$ 178.75	$ 5.00		$ 17.50			$ 201.25	SIGNED LATE FOR ELDERLY EXEMPTION
19403	BOBIAK, DEBRA	02			2022	0672303	$ 118.33	$ 3.31					$ 121.64	LEASEHOLD BUILDING SOLD 2022
19404	BONEY, SAM	11		17	2022	010003111	$ 258.83	$ 7.24		$ 25.34		$ 110.00	$ 401.41	DWMH DOUBLE LISTED
19405	BOONE, CURTIS	01	70		2022	0756320			$ 28.40				$ 28.40	BILLED WRONG FOR TOWN OF CALYPSO
19406	BRADSHAW, PHILIP BLAKE	09		09	2022	01000416	$ 424.78	$ 11.88		$ 53.47			$ 490.13	VALUE ADJUSTED BY APPRAISER
19407	BRINSON & MADISON LLC	07			2022	010001969						$ 90.00	$ 90.00	SW FEE DOUBLED BY BIS WHEN AFTERLISTED
19408	BRINSON & MADISON LLC	07			2022	010001969						$ 110.00	$ 110.00	SW FEE DOUBLED BY BIS WHEN AFTERLISTED
19409	BROCK, NORMA RUSH	02			2022	1115600	$ 178.75	$ 5.00					$ 183.75	SIGNED LATE FOR ELDERLY EXEMPTION
19410	BROWN, FLOYD L. & WF BRENDA	07		04	2022	1197688	$ 178.75	$ 5.00		$ 11.45			$ 195.20	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19411	BROWN, PATRICIA FAYE	08			2022	1277006						$ 110.00	$ 110.00	HOUSE VACANT-NOT LIVABLE
19412	BROWN, VANESSA F.	09		09	2022	1307550	$ 265.27	$ 7.42		$ 33.39		$ 110.00	$ 416.08	DWMH GONE SINCE 2015
19413	BROWN, VANESSA F.	09		09	2021	1307550	$ 265.27	$ 7.42		$ 33.39		$ 90.00	$ 396.08	DWMH GONE SINCE 2015
19414	BROWN, VANESSA F.	09		09	2020	1307550	$ 265.27	$ 7.42		$ 33.39		$ 90.00	$ 396.08	DWMH GONE SINCE 2015
19415	BROWN, VANESSA F.	09		09	2019	1307550	$ 265.27	$ 7.42		$ 33.39		$ 90.00	$ 396.08	DWMH GONE SINCE 2015
19416	BROWN, VANESSA F.	09		09	2018	1307550	$ 265.27			$ 22.26		$ 90.00	$ 377.53	DWMH GONE SINCE 2015
19417	BROWN, VANESSA F.	09		09	2017	1307550	$ 257.85			$ 22.26		$ 90.00	$ 370.11	DWMH GONE SINCE 2015
19418	BROWN, VANESSA F.	09		09	2016	1307550	$ 267.18			$ 14.64		$ 90.00	$ 371.82	DWMH GONE SINCE 2015
19419	BURTON, JOYCE	13	72		2022	1405468	$ 433.65	$ 12.13	$ 303.25				$ 749.03	SIGNED LATE FOR ELDERLY EXEMPTION
19420	BYRD, JEREMY DEAN & WF COURTNEY	12			2022	010003739	$ 839.41	$ 23.48					$ 862.89	HOUSE BURNED 5/1/2021
19421	CARBON CYCLE NORTH CAROLINA	01	73		2022	10004223	$ 290,711.71	$ 8,131.80	$ 231,756.19				$ 530,599.70	EXEMPT BY DENR
19422	CHIRINOS, RUBEN & WF IRMA	11	77		2022	1852631	$ 17.23	$ 0.48	$ 18.08		$ 3.58		$ 39.37	SOLD SWMH 10 YEARS AGO
19423	CHIRINOS, RUBEN & WF IRMA	11	77		2021	1852631	$ 17.23	$ 0.48	$ 18.08		$ 3.58		$ 39.37	SOLD SWMH 10 YEARS AGO
19424	CHIRINOS, RUBEN & WF IRMA	11			2020	1852631	$ 18.45	$ 0.52			$ 1.90		$ 20.87	SOLD SWMH 10 YEARS AGO
[illegible]	CHIRINOS, RUBEN & WF IRMA	11			2019	1852631	$ 20.38	$ 0.57			$ 2.10		$ 23.05	SOLD SWMH 10 YEARS AGO
[illegible]	CHIRINOS, RUBEN & WF IRMA	11			2018	1852631	$ 22.45				$ 2.25		$ 24.70	SOLD SWMH 10 YEARS AGO
[illegible]	DAIL, NORWOOD KEITH & WF PAULA	07		04	2022	2137614	$ 47.12	$ 1.32		$ 3.02			$ 51.46	TRAILER VALUE ADJUSTED PER BILL OF SALE
[illegible]	DAIL, NORWOOD KEITH & WF PAULA	07			2022	2137614						$ 31.05	$ 31.05	FILLED OUT PRIVATE HAULER FORM
[illegible]29	DAVIS, ELBERT JAMES & WF PATRICIA	03		15	2022	2189475	$ 321.75	$ 9.00		$ 22.50			$ 353.25	SHOULD HAVE RECEIVED DV EXEMPTION
19430	DAVIS, LUTHER, JR. LE & WF SWANNIE	09		09	2022	2212786	$ 372.16	$ 10.41		$ 46.85			$ 429.42	SIGNED LATE FOR ELDERLY EXEMPTION
19431	DIXON, EDNA C.	02		15	2022	2307675	$ 258.47	$ 7.23		$ 18.08			$ 283.78	SHOULD HAVE RECEIVED DISABILITY EXEMPTION
19432	DIXON, JOHN A. & WF DORIS	11	77		2022	2324400	$ 321.75	$ 9.00	$ 337.50				$ 668.25	DV EXEMPTION REMOVED IN ERROR
19433	DIXON, VICKIE LYNN	02		12	2022	2346053	$ 173.03	$ 4.84		$ 15.73		$ 110.00	$ 303.60	HOUSE TORN DOWN NOVEMBER 2021
19434	DOUGLAS, SUE ZETTA	11	77		2022	010003041	$ 266.70	$ 7.46	$ 279.75				$ 553.91	SIGNED LATE FOR ELDERLY EXEMPTION
19435	DUPLIN COUNTY	07			2022	010003459						$ 110.00	$ 110.00	PROPERTY IS EXEMPT
19436	DUPLIN COUNTY	07			2022	010003411						$ 110.00	$ 110.00	PROPERTY IS EXEMPT
19437	COUNTY OF DUPLIN	07		04	2022	010005152	$ 20.74	$ 0.58		$ 1.33			$ 22.65	PROPERTY IS EXEMPT
19438	EDMUNDSON, WILLIAM R.	02		15	2022	2486545	$ 341.06	$ 9.54		$ 23.85			$ 374.45	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19439	EDWARDS, JAMES R.	07			2022	2504829	$ 316.75	$ 8.86					$ 325.61	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19440	ENGLISH, DONNIE JAMES	09		09	2022	2542930	$ 860.15	$ 24.06		$ 108.27		$ 110.00	$ 1,102.48	DWMH DOUBLE LISTED
19441	FAIR, AARON JOSEPH & WF KAREN	01		07	2022	010003302	$ 321.75	$ 9.00		$ 31.50			$ 362.25	SHOULD HAVE RECEIVED DV EXEMPTION
19442	FAIR, AARON JOSEPH & WF	01		07	2022	010003302	$ 10.73	$ 0.30		$ 1.05			$ 12.08	MOVED TO RESIDENTIAL FROM COMMERCIAL
19443	FENNELL, ALTON M.	11		17	2022	2797200	$ 215.22	$ 6.02		$ 21.07			$ 242.31	DWMH MOVED OFF 2021
19444	FUSSELL, DANIEL J., ETAL	11	77		2022	2982290	$ 485.49	$ 13.58	$ 509.25				$ 1,008.32	PROPERTY SHOULD HAVE BEEN TRANSFERRED
19445	GARCIA, TONY	13		21	2022	10002877	$ 14.30	$ 0.40		$ 1.40	$ 1.61	$ 110.00	$ 127.71	SWMH DOUBLE LISTED FOR 2022

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DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE SEPTEMBER 6, 2022

RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
19446	GARCIA-CASTRO, ARGELIA	13		01	2022	3065218	$ 14.30	$ 0.40		$ 1.00	$ 1.57	$ 110.00	$ 127.27	MH MOVED AND PD AT CUMBERLAND CO.
19447	GIDDEONS, LEOPHAS	09			2022	010004619						$ 110.00	$ 110.00	LOT IS VACANT-DO DWELLING
19448	GRADY, MILTON RAY	13		21	2022	3245913				$ 0.32			$ 0.32	CHARGED WRONG FOR FIRE TAX
19449	GRADY, MILTON RAY & WF MARY	13		21	2022	3245751				$ 2.13			$ 2.13	CHARGED WRONG FOR FIRE TAX
19450	GUZMAN-RAMIREZ, RAUL	07		04	2022	3414283	$ 202.99	$ 5.67		$ 13.00	$ 22.17		$ 243.83	SWMH IS A 1998 YEAR NOT 2018 YEAR
19451	GUZMAN-RAMIREZ, RAUL	07		04	2021	3414283	$ 202.99	$ 5.67		$ 13.00	$ 22.17		$ 243.83	SWMH IS A 1998 YEAR NOT 2018 YEAR
19452	HALL, GARY MITCHELL	11		18	2022	3456207	$ 14.30	$ 0.40		$ 1.40	$ 1.60	$ 110.00	$ 127.70	SOLD SWMH IN 2011
19453	HALL, GARY MITCHELL	11		18	2021	3456207	$ 14.30	$ 0.40		$ 1.40	$ 1.60	$ 90.00	$ 107.70	SOLD SWMH IN 2011
19454	HALL, GARY MITCHELL	11		18	2020	3456207	$ 14.30	$ 0.40		$ 1.40	$ 1.60	$ 90.00	$ 107.70	SOLD SWMH IN 2011
19455	HALL, GARY MITCHELL	11			2019	3456207	$ 14.30	$ 0.40			$ 1.47	$ 90.00	$ 106.17	SOLD SWMH IN 2011
19456	HAND, MARILYN MAE	01	73		2022	3533526	$ 221.29	$ 6.19	$ 176.42				$ 403.90	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19457	HEYWARD, EDWARD S. & WF JENNIFER	06		04	2022	3885784	$ 321.75	$ 9.00		$ 20.61			$ 351.36	SHOULD HAVE RECEIVED DV EXEMPTION
19458	HICKS, ESSIE PEARL	02		12	2022	3892854	$ 269.56	$ 7.54		$ 24.51			$ 301.61	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19459	HORNE, JAMES ERVIN & WF JUDITH ANN	13			2022	4103226	$ 179.47	$ 5.02				$ 110.00	$ 294.49	DWMH DELETED-WAS STILL BILLED
19460	JONES, HERBERT LEWIS	02		07	2022	4610051	$ 412.92	$ 11.55		$ 40.42			$ 464.89	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19461	JUDGE, LOIS	09	79		2022	4738100	$ 109.40	$ 3.06	$ 94.86				$ 207.32	PARCEL 09-674 IS SAME AS 09-678
19462	JUDGE, LOIS	09	79		2021	4738100	$ 109.40	$ 3.06	$ 94.86				$ 207.32	PARCEL 09-674 IS SAME AS 09-678
19463	JUDGE, LOIS	09			2020	4738100	$ 109.40	$ 3.06					$ 112.46	PARCEL 09-674 IS SAME AS 09-678
19464	JUDGE, LOIS	09			2019	4738100	$ 109.40	$ 3.06					$ 112.46	PARCEL 09-674 IS SAME AS 09-678
19465	JUDGE, LOIS	09			2018	4738100	$ 109.40						$ 109.40	PARCEL 09-674 IS SAME AS 09-678
19466	KELLY, CLEVELAND	08		10	2022	4786209	$ 321.75	$ 9.00		$ 31.50			$ 362.25	SHOULD HAVE RECEIVED DV EXEMPTION
19467	KORNEGAY, JERRY NELSON	05		06	2022	5068266	$ 22.39	$ 0.63		$ 2.35			$ 25.37	MYT TRAILER LISTED IN ERROR
19468	LARKIN, RODNEY	09		18	2022	010002168	$ 746.46	$ 20.88		$ 73.08			$ 840.42	SHOULD HAVE RECEIVED DISABILITY EXEMPTION
19469	MCQUEEN, DANIEL JEROME & WF ANNIE	09	79		2022	5762447	$ 321.75	$ 9.00	$ 279.00				$ 609.75	SHOULD HAVE RECEIVED DV EXEMPTION
19470	MOBLEY, BETTY ALBERTSON	07		04	2022	010001354	$ 592.74	$ 16.58		$ 37.97			$ 647.29	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19471	NOLASCO, SIRIA	13			2022	6433526	$ 316.03	$ 8.84				$ 110.00	$ 434.87	LEASEHOLD CARD COMBINED 13-580-1
19472	OSTHEIM, MARK & WF PHILLIS	03		01	2022	6497950	$ 321.75	$ 9.00		$ 22.50			$ 353.25	SHOULD HAVE RECEIVED DV EXEMPTION
19473	OREGON-RAMIREZ, ALBERTO	04		02	2022	6495456	$ 9.14	$ 0.26		$ 0.83	$ 1.02		$ 11.25	SOLD MYT TRAILER IN 2014
19474	OREGON-RAMIREZ, ALBERTO	04		02	2021	6495456	$ 10.15	$ 0.28		$ 0.92	$ 1.14		$ 12.49	SOLD MYT TRAILER IN 2014
19475	OREGON-RAMIREZ, ALBERTO	04		02	2020	6495456	$ 10.15	$ 0.28		$ 0.92			$ 11.35	SOLD MYT TRAILER IN 2014
19476	OREGON-RAMIREZ, ALBERTO	04		02	2019	6495456	$ 10.15	$ 0.28		$ 0.92	$ 1.14		$ 12.49	SOLD MYT TRAILER IN 2014
19477	OREGON-RAMIREZ, ALBERTO	04		02	2018	6495456	$ 11.03			$ 1.00	$ 1.20		$ 13.23	SOLD MYT TRAILER IN 2014
19478	ORTIZ, DEBBIE J.	04		02	2022	6496914	$ 178.75	$ 5.00		$ 16.25			$ 200.00	SIGNED FOR DISABILITY EXEMPTION LATE
19479	PARKER, DAVID ANTONIA	13		21	2022	6601049	$ 14.30	$ 0.40		$ 1.40	$ 1.61	$ 110.00	$ 127.71	SWMH SOLD WITH LAND 13-527
19480	PARKER, DAVID ANTONIA	13		21	2021	6601049	$ 14.30	$ 0.40		$ 1.40	$ 1.61	$ 90.00	$ 107.71	SWMH SOLD WITH LAND 13-527
19481	PETERSON, JANICE K. ROBINSON	09	79		2022	6747309	$ 321.75	$ 9.00	$ 279.00				$ 609.75	SHOULD HAVE RECEIVED DV EXEMPTION
19482	PROFFITT, ROBERT JACKSON, JR.	09		09	2022	7083576	$ 14.30	$ 0.40		$ 1.80			$ 16.50	COUNTY BOUGHT PROPERTY AS FLOOD BUYOUT 2/2021
19483	ROGERS, LULA MAE	11	77		2022	7463900	$ 202.70	$ 5.67	$ 212.63				$ 421.00	SIGNED LATE FOR ELDERLY EXEMPTION
19484	ROSE HILL FIREMEN, INC	11	77		2022	010002211	$ 357.50	$ 10.00	$ 375.00				$ 742.50	PROPERTY QUALIFIES FOR EXEMPTION
19485	ROSE HILL FIREMEN, INC	11	77		2021	010002211	$ 357.50	$ 10.00	$ 375.00				$ 742.50	PROPERTY QUALIFIES FOR EXEMPTION
19486	ROYAL, PATRICIA A. KELLY	02		07	2022	7545448	$ 334.62	$ 9.36		$ 32.76			$ 376.74	SIGNED LATE FOR ELDERLY EXEMPTION
19487	SANDERSON, WILLIAM & WF DEBRA	13		21	2022	7618375	$ 412.20	$ 11.53		$ 40.36			$ 464.09	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19488	SHARPLESS, ALMA	08		10	2022	7725830	$ 25.74	$ 0.72		$ 2.52			$ 28.98	DEFERRED BILLED TWICE IN ERROR
19489	SHARPLESS, ALMA	08		10	2022	7725830	$ 25.74	$ 0.72		$ 2.52			$ 28.98	DEFERRED BILLED TWICE IN ERROR
19490	SHARPLESS, ALMA	08		10	2022	7725830	$ 25.74	$ 0.72		$ 2.52			$ 28.98	DEFERRED BILLED TWICE IN ERROR
19491	SHARPLESS, ALMA	08			2022	7725830	$ 25.74	$ 0.72					$ 26.46	DEFERRED BILLED TWICE IN ERROR
19492	SMITH, PAUL L	06		04	2022	8037500	$ 375.38	$ 10.50		$ 24.05			$ 409.93	DWMH BURNED 12/2021
19493	SOUTHERN PRODUCE	02			2022	000001729	$ 21,823.91	$ 610.46			$ 3,952.72		$ 26,387.09	DOUBLE LISTED
19494	STOKES, MELVIN D. & WF DEBRA	09		13	2022	8257902	$ 226.66	$ 6.34		$ 22.19			$ 255.19	SIGNED LATE FOR ELDERLY EXEMPTION
19495	TATE, VALLENA	07		04	2022	8502600	$ 178.75	$ 5.00		$ 11.45			$ 195.20	SHOULD HAVE RECEIVED ELDERLY EXEMPTION

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DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
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RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
19496	TEACHEY, LOU GRAY	05		06	2022	8616150	$ 354.00	$ 9.90		$ 37.13			$ 401.03	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19497	THOMPSON, ANNIE	08		10	2022	8689700	$ 405.41	$ 11.34		$ 39.69			$ 456.44	SIGNED LATE FOR ELDERLY EXEMPTION
19498	TODD, GLORIA PIERCE	08			2022	8764060	$ 341.77	$ 9.56				$ 110.00	$ 461.33	MH REPOSESSED PER MOVING PERMIT
19499	UNDERWOOD, LAWRENCE EDWARD & WF	09		11	2022	8904087	$ 321.75	$ 9.00		$ 31.50			$ 362.25	SHOULD HAVE RECEIVED DV EXEMPTION
19500	U S BANK NATIONAL ASSOCIATION	09	71		2022	000000285	$ 646.77	$ 18.09	$ 271.37				$ 936.23	ERROR IN BILLING-WILL RE-BILL
19501	U S BANK NATIONAL ASSOCIATION	09	79		2022	000000285			$ 560.83				$ 560.83	ERROR IN BILLING-WILL RE-BILL
19502	U S BANK NATIONAL ASSOCIATION	11		17	2022	8890864	$ 218.02	$ 6.10		$ 12.38			$ 236.50	ERROR IN BILLING-WILL RE-BILL
19503	U S BANK NATIONAL ASSOCIATION	11	77		2022	8890864			$ 96.05				$ 96.05	ERROR IN BILLING-WILL RE-BILL
19504	U S BANK NATIONAL ASSOCIATION	11		17	2022	8890864	$ 298.93	$ 8.36		$ 29.27			$ 336.56	ERROR IN BILLING-WILL RE-BILL
19505	VANN, SIMONE NOENE	01		07	2021	8950495				$ 7.70			$ 7.70	NOT IN FIRE DISTRICT
19506	VANN, SIMONE NOENE	01		07	2020	8950495				$ 7.70			$ 7.70	NOT IN FIRE DISTRICT
19507	VANN, SIMONE NOENE	01		07	2019	8950495				$ 7.70			$ 7.70	NOT IN FIRE DISTRICT
19508	VANN, SIMONE NOENE	01		07	2018	8950495				$ 6.93			$ 6.93	NOT IN FIRE DISTRICT
19509	WALLACE, SALLY	09			2022	9056701	$ 50.05	$ 1.40					$ 51.45	LAND WAS DOUBLE LISTED
19510	WALLACE, SALLY	09			2021	9056701	$ 50.05	$ 1.40					$ 51.45	LAND WAS DOUBLE LISTED
19511	WALLACE, SALLY	09			2020	9056701	$ 50.05	$ 1.40					$ 51.45	LAND WAS DOUBLE LISTED
19512	WALLACE, SALLY	09			2019	9056701	$ 50.05	$ 1.40					$ 51.45	LAND WAS DOUBLE LISTED
19513	WALLACE, SALLY	09			2018	9056701	$ 50.05						$ 50.05	LAND WAS DOUBLE LISTED
19514	WATERS, MILFORD HOWELL	04		02	2022	9126600	$ 104.39	$ 2.92		$ 9.49		$ 110.00	$ 226.80	HOUSE BURNED DOWN 5/23/2020
19515	WATERS, MILFORD HOWELL	04		02	2021	9126600	$ 104.39	$ 2.92		$ 9.49		$ 90.00	$ 206.80	HOUSE BURNED DOWN 5/23/2020
19516	WATKINS, EDNA C.	01	73		2022	9135688	$ 135.85	$ 3.80	$ 108.30				$ 247.95	DWMH BURNED & TORN DOWN IN 2020
19517	WATKINS, EDNA C.	01	73		2021	9135688	$ 135.85	$ 3.80	$ 104.50				$ 244.15	DWMH BURNED & TORN DOWN IN 2020
19518	WATTS, SHANNON MURRAY	11		17	2022	010004648	$ 720.72	$ 20.16		$ 70.56			$ 811.44	BILLED TO INCORRECT TAXPAYER
19519	WHALEY, GRACE E.	13		07	2022	9334335	$ 184.11	$ 5.15		$ 18.03			$ 207.29	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
19520	WILLIAMS, DONNIE M.	11	77		2022	9530258	$ 321.75	$ 9.00	$ 337.50				$ 668.25	SHOULD HAVE RECEIVED DV EXEMPTION
19521	WILLIFORD, NANCY CASTLE	07			2022	9748190						$ 110.00	$ 110.00	NO DWELLING-DWMH MOVED TO 07-1117-4
19522	WILSON, JOHN G., LE	08			2022	9786536	$ 59.35	$ 1.66					$ 61.01	CORRECTED MISCELLANEOUS IMPROVEMENTS
19523	CRYOVAC, LLC	03		02	2022	2097267	$ 8,116.42	$ 227.03		$ 737.86			$ 9,081.31	WRONG SCHEDULE USED IN ERROR
19524	FAIR, AARON	01		07	2022	10004236	$ 16.98	$ 0.48		$ 1.66	$ 1.91		$ 21.03	NO LONGER A BUSINESS-USED AS RESIDENTIAL
19525	GUSMAN, DENNIS	02			2022	3399017	$ 14.30	$ 0.40			$ 1.47		$ 16.17	SWMH MOVED OFF IN 2019 PER TOWN
19526	GUSMAN, DENNIS	02			2021	3399017	$ 14.30	$ 0.40			$ 2.59		$ 17.29	SWMH MOVED OFF IN 2019 PER TOWN
19527	GUSMAN, DENNIS	02			2020	3399017	$ 14.30	$ 0.40			$ 1.47		$ 16.17	SWMH MOVED OFF IN 2019 PER TOWN
19528	HALL, GARY MITCHELL	11			2018	3456207	$ 14.30				$ 1.43	$ 90.00	$ 105.73	SOLD SWMH IN 2011
19529	WARD, GEORGETTE	11	77		2022	010002090	$ 30.03	$ 0.84	$ 31.50				$ 62.37	CORRECTED LOT DIMENSIONS & BLD INFORMATION
19530	WARD, GEORGETTE	11	77		2021	010002090	$ 30.03	$ 0.84	$ 31.50				$ 62.37	CORRECTED LOT DIMENSIONS & BLD INFORMATION
19531	WARD, GEORGETTE	11			2022	010002090	$ 95.81	$ 2.68					$ 98.49	CORRECTED LOT & BLD INFORMATION
19532	WARD, GEORGETTE	11			2021	010002090	$ 95.81	$ 2.68					$ 98.49	CORRECTED LOT & BLD INFORMATION
	GRAND TOTAL						**$ 347,894.76**	**$ 9,703.40**	**$ 238,968.58**	**$ 2,299.66**	**$ 4,804.51**	**$ 3,181.05**	**$ 606,851.96**	

SUBMITTED BY: [signature] **FINAL APPROVAL BY:** Dellie B. Edwards **DATE APPROVED:** 9-6-2022

EASTPOINTE

AGREEMENT BETWEEN

EASTPOINTE HUMAN SERVICES

AND

COUNTY OF DUPLIN PREVENTION PROGRAM
Prevention Program FY 21-22

AMENDMENT 2

Eastpointe Human Services, hereinafter referred to as the LME, agrees to provide to the County of Duplin, hereinafter referred to as the Prevention Site, Prevention monies for the purpose of management and implementation of an approved evidenced based prevention program for the Prevention Program.

I. It is hereby agreed that the County of Duplin shall accept the authority and responsibility for operation of the Prevention Program in the following manner.

A. GENERAL RESPONSIBILITIES

1. The Prevention Site will provide the necessary supervision of the program including the management and employment of staff needed to operate the program.
2. The Prevention Site will assure that funds are being utilized to provide quality services.
3. The Prevention Site, in accordance with federal guidelines, will maintain a smoke free environment.
4. **The Prevention Site will submit to the Wayne County Cooperative Extension Director data for the Semi-Annual report by January 5th (due to the Division on January 15th) and for the Year End Performance Report (PR) on July 5th (due to the Division on July 15th) each year the program is funded.** Data will describe project activities, accomplishments, outcomes, and evaluation. Failure to furnish this data could result in a delay of payments to the Prevention Site. The Wayne County Cooperative Extension Director will forward this information to the LME.
5. The Prevention Site will submit monthly Financial Status Reports to the Wayne County Cooperative Extension Director to request reimbursement for funds expended by the **10th** day of the month following the end of the month being reported. Failure to furnish this data could result in a delay of payments to the Prevention Site. The format for the Financial Status Report will be provided by the LME. The Wayne County Cooperative Extension Director will forward the

monthly Financial Status Reports to the LME. The LME will make payment to the County of Duplin.
6. The Prevention Site will observe fund balance policy as dictated in the fund balance policy set out by the LME, if applicable.
7. The Prevention Site shall make available to the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services and to the LME its program of accounting and client records for audit purposes. A copy of the independent audit, if required, shall be forwarded to the Office of the State Auditor at 300 North Salisbury Street; Raleigh, NC 27603-5903.
8. The Prevention Site agrees to carry liability insurance which will hold the LME harmless of any claim for damages arising out of the performance of services by the Prevention Site.
9. The LME and Prevention Site, in accordance with North Carolina General Statute 122C-146, shall prepare fee schedules for services and shall make every reasonable effort to collect appropriate reimbursement for costs in providing these services from individuals or entities able to pay, including insurance and third-party payment, except for individuals subject to the terms of P.L. 99-457. However, no individual may be refused services because of an inability to pay. All funds collected from fees shall be used for fiscal operation or capital improvements of the program. The LME and the Prevention Site agree that the participants in the program shall not be charged a fee for these services.
10. The Prevention Site agrees to submit subrecipient monitoring reports that may be required in the format to be provided by the LME by the due date requested.

B. CLIENT RECORDS AND CONFIDENTIALITY

1. The Prevention Site agrees to maintain a project record for all clients enrolled in their program as set forth by the Early Intervention Team.
2. The Prevention Site agrees to adhere to confidentiality regulations as set forth by the Early Intervention Team.
3. The Prevention Site agrees to adhere to policies pertaining to Protection from Abuse, Neglect, or Exploitation.
4. The Prevention Site agrees to a review of their client records by the LME's Client Records Manager or designee.
5. The Prevention Site will ensure that all Clients Rights Rules applicable to the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services are adhered to.
6. The Prevention Site is subject to review by the LME's Client Rights Committee and may be requested to submit periodic reports as set forth in the LME's Client Rights Policies/Procedures.
7. The Prevention Site shall provide the LME data about individual clients for research and study. Such data may be further transmitted to the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services for research and study.
8. The Prevention Site shall maintain for a period of five (5) years from the date of service, client records and accounting records in accordance with generally accepted accounting principles and any other records as necessary to disclose fully the extent of services provided and billed under the Prevention Program. If the

Prevention Site is required to submit annual cost reports, then records shall include invoices, checks, ledgers, contracts, personnel records, worksheets, schedules, etc. Such records are subject to audit and review by Federal and State representatives. Client's records shall be accessible for review for the purpose of monitoring services rendered, financial audits of third party payors, research and evaluation.

II. It is hereby agreed that the LME will provide the following:

A. On a quarterly basis, the LME contact will conduct an on-site visit to monitor the various aspects of the program and to ensure that project specific objectives are being met.
B. The LME shall provide consultation to the Prevention Site as needed, not only in the development of the educational program, but also in the area of financial and client record responsibilities. The Clinical Director shall be responsible for sending copies of drafts, pertinent rules, regulations, and other information necessary to the operations of the services provided by the Prevention Site.
C. The LME will prepare and submit the Semi-Annual Report on January 15th and the Year End Performance Report (PR) on July 15th to Lee Lewis, with the Early Intervention Team, each year the program is funded. Data will describe project activities, accomplishments, outcomes, and evaluation.
D. The LME may be asked to submit a special report by the Department of Education and/or SAMSHA for evaluation purposes. The Prevention Site may be requested to furnish data relating to this report.
E. The LME will reimburse the Prevention Site in accordance with prompt pay provisions upon the receipt on a timely, accurate Financial Status Report.

III. GENERAL PROVISIONS

A. Length of Agreement: July 1, 2021 through June 30, 2022.

B. This Agreement will not exceed the amount of $ **33,205.32** for the fiscal year 2021-2022.

C. Method of Payment: The Prevention Site will submit a monthly Financial Status Report by the **10th** day of the month following the end of the month being reported to request reimbursement for expenditures. The LME will reimburse the Prevention Site in accordance with prompt pay provisions upon the receipt on a timely, accurate Financial Status Report.

D. This Agreement may be terminated at any time upon mutual consent of both parties or thirty (30) days after one of the contracting parties gives notice of termination. This Agreement may be terminated immediately with cause upon written notice to the other party. The cause shall be documented in writing to the other party detailing the grounds for termination. The LME may terminate the Agreement immediately if State and local funds granted for the program are revoked or terminated by the funding agencies in a manner beyond the control of the LME.

E. It is understood that should The Prevention Site for any reason be unable to operate the program as set out above, a final accounting of all receipts and expenditures will be

made. In addition, all equipment purchased under this agreement and money on hand in the Prevention Site account dispensed under this Agreement will become the property of the LME and will remain in the Substance Abuse program of the LME.

F. Any disagreements that occur while the Agreement is in effect, shall be presented to the LME's Clinical Director. If the disagreement cannot be resolved at this level, the LME's Clinical Director will contact the LME's Area Director for a disposition. The Prevention Site has the right to appeal any decision to the Area Board of the LME.

G. Budget revisions, if applicable, shall be prepared by the LME and the Prevention Site in accordance with the guidelines set forth by the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services.

IV. APPROVAL OF AUTHORIZED OFFICIALS

LME Mailing Address:	CONTRACTOR Mailing Address:
PO Box 369	224 Seminary Street
Beulaville, NC 28518	Kenansville, NC 28349-9025
	Telephone: 910-296-2100
	Tax ID#: 56-6000296
	Dexter B. Edwards
Sarah Stroud, CEO	Dexter B. Edwards
Eastpointe Human Services	Duplin County Chairman
Date: ______	Date: 9-6-2022

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

Catherine Dalton, Chief of Business Operations
Eastpointe Human Services

Date: ______

EASTPOINTE

FY 21-22
AGREEMENT BETWEEN

COUNTY OF DUPLIN 4H PREVENTION PROGRAM
(Provider ID): INVOICE ONLY AMENDMENT 1

Eastpointe is allocated $22,000 in Substance Abuse Prevention and Treatment Block Grant (SAPTBG) COVID-19 Supplemental funds on a one-time basis to Duplin 4H Prevention.

Eligible expenditures must be incurred during the period of August 2, 2021 through June 30, 2022.

Each funded grantee is expected to:

- Augment existing community needs assessment that incorporates adverse childhood experiences and/or social determinants of health data linked to COVID impacts and substance use.
- Develop an action plan with a focus on primary substance use prevention and COVID-19 related stressors strategies; including but not limited to, youth education, parent education, cannabis education, environmental strategies (social access to alcohol, youth environmental strategies and cannabis, advocacy efforts, expansion of coalitions/collaboratives), creative or innovative approaches. Substance use disorder treatment and harm reduction approaches are not permitted under the terms of this funding.
- Implement a comprehensive data-informed and evidence-based approach that addresses identified substance use and COVID-19 related intervening variables.
- Participate in process and outcome evaluation activities to include but not limited to: ECCO, monthly, quarterly, and semi-annual reporting requirements.
- Participate in technical assistance and training related to the COVID-19 Relief grant.

The funding is for the following:

- Human resources: hire staff, contract personnel and/or consultants needed to ensure staffing capacity.
- Implementation of project initiatives: supplies and materials, media/PSAs, personal protective equipment, meeting space rental and other necessary costs related to implementing DMH approved project initiatives.
- Professional Development: expenses related to local, statewide, and national meetings/conference attendance (hotel, mileage, flights, etc.)
- Travel: mileage related to local travel for staff/contract personnel
- Facilities and Equipment: office space rental, utilities, communications, and equipment
- Overhead of 10% for agency fiscal, HR and other agency related expenses is allowable as long as expenses are not already included in approved COVID-19 Relief budget.

SPECIAL CONDITIONS:

1. The award of these funds shall not be used by a county, LME-MCO, or other entity as a basis to supplant any portion of a county's commitment of local funds to the area authority or LME-MCO;
2. If these funds shall be used to support a new service for which a license, certification, and/or accreditation is required, such licensure, certification, and/or accreditation shall be completed prior to the delivery of services;
3. If these funds shall be used for a new service which does not have an established DMHDDSAS approved service definition and/or approved reimbursement rate, a new service definition shall be approved in writing by DMHDDSAS, and/or a new Service

Objective Form and approved rate must be submitted and approved in writing by the Division before any payments will be made;

4. The funds provided shall not be used to supplant Federal or non-Federal funds for services or activities which promote the purposes of the grant or funding;
5. The funds provided shall not be utilized to supplement any reimbursement for services or staff activities provided through the NC Medicaid Program;
6. The funds provided shall not be utilized to supplement any reimbursement for services or staff activities supported through the Division's payment of other UCR or non-UCR funds, without the prior written approval of the Chief Financial Officer - Behavioral Health & IDD and the DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section.
7. The funds provided shall be fully utilized, monitored, and settled in compliance with the conditions of the current Contract Agreement (and all related amendments) between the LME-MCO and DMHDDSAS, with the full adherence of the LME-MCO and its subrecipient contractors to all applicable State and federal laws, rules, regulations, policies, guidelines, standards, agreements, protocols, plans, and communications;
8. Funds shall be used in accordance with HHS Grant Policy Statements;
9. Federal funds shall not be paid in advance to an LME-MCO, contractor, or any other entity. Any exceptions to the required timely reporting of actual federal funds expended, shall be approved in writing by the Chief Financial Officer - Behavioral Health & IDD and the DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section.
10. All contractors and subcontractors, including LME-MCOs and subrecipient contractors of these funds, shall comply with all requirements, restrictions, terms and conditions, and reporting requirements of the SAPTBG, as contained in 45 CFR Part 96 and any revisions to such regulations;
11. Funds shall be used in accordance with cost principles describing allowable and unallowable expenditures for nonprofit organizations in accordance with OMB Circular A-122;
12. SAPTBG funds shall not be used to provide inpatient services;
13. SAPTBG funds are prohibited to be used to provide or purchase inpatient hospital services, except that SAPTBG funds may be used with the exception as described in 45 CFR 96.135 (c), along with documentation of the receipt of prior written approval of the Chief Financial Officer - Behavioral Health & IDD and the DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section.
14. Recipients of services reimbursed or supported through federal funds shall not be subject to income tests for recipient eligibility for such services unless required or permitted in federal statute or regulation;
15. SAPTBG funds are prohibited to be used to make, or to allow to be made, any cash payments to any recipients or intended recipients of health or behavioral health services. The provision of cash or cash cards is strictly prohibited, as is the provision of gift cards, which are cash equivalents;
16. Agencies or organizations receiving federal funds are required to receive prior written approval from the DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section regarding the use of evidence-based program nominal incentives, including the specification of the type(s) and equivalent dollar value(s) of any such nominal clients, recipients, students, or other persons. "Nominal incentives" are restricted to those incentives of no more than twenty-five dollars ($25.00) in value, per recipient, per event. Programs are strictly prohibited from utilizing any incentive items that could potentially be converted to cash, or that could be used for the purchase of any age-restricted product, such as tobacco, alcohol, drugs, weapons, lottery tickets or other inappropriate products or materials. Incentives may not be offered to staff, interns, contractors, consultants, board members, consultants, volunteers, or any other individuals who are not enrolled as recipients in the program of behavioral health services;

17. SAPTBG funds are prohibited to be used for the purchase or improvement of land, purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility, or purchase of major equipment, including, but not limited to, medical equipment, IT equipment, and vehicles;
18. SAPTBG funds are prohibited to be used to satisfy any requirement for the expenditure of non-Federal funds as a condition of receipt of Federal funds (i.e., Federal funds may not be used to satisfy any condition for any state, local or other funding match requirement);
19. SAPTBG funds are prohibited to be used to provide financial assistance to any entity other than a public or nonprofit private entity;
20. SAPTBG funds are prohibited to be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs;
21. 21. SAPTBG funds are prohibited to be used to provide individuals with treatment services in penal or correctional institutions of the State;
22. SAPTBG funds are prohibited to be used towards the annual salary of any contractor or subcontractor, including LME-MCO, provider, or contractor employee, consultant, or other individual that is in excess of Level I of the most current US Office of Personnel Management federal Executive Salary Schedule. This amount is currently designated for the calendar year effective January 2019 at an annual salary of $213,600;
23. Federal funds shall not be utilized for law enforcement activities;
24. No part of any federal funding shall be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any state legislative body itself
25. No part of any federal funding shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any state legislature;

SPECIAL REPORTING REQUIREMENTS:

The following reporting requirements are required as referenced in G.S. 122C-144.1. Budget Format and Reports: In order to ensure the Division has complete and accurate information on services provided and expenditures, reporting of all services is required through and the Financial Reporting Tool, Financial Status Reporting Monthly Expenditure Detail worksheets. COVID-19 Project Reports: Providers are required to enter progress data in the ECCO system monthly, submit semi-annual program reports Federal Award Information: Federal Awarding Agency: U.S. Department of Health and Human Services.

EASTPOINTE

FY 21-22
AGREEMENT BETWEEN

COUNTY OF DUPLIN 4H PREVENTION PROGRAM
AMENDMENT 2

Duplin County 4 H Program is allocated $19,880 in Substance Abuse Prevention and Treatment Block Grant (SAPTBG) COVID-19 Supplemental funds on a one-time basis to Duplin 4H Prevention.

Eligible expenditures must be incurred during the period of April 1, 2022, through June 30, 2022.

The funding is for the following:

<u>Program Enhancements for Youth and Parent Education and Environmental Strategies:</u>
- Targeted media efforts (geofencing, Facebook ads, etc.)
  - ** Environmental scans are not allowed with this funding opportunity.

Workforce Development and Retention:
- One-time COVID relief for direct service prevention staff. One-time COVID Prevention Staff Retention adjustments: $2500 for full-time staff; $1250 for part-time staff (20+ hours per week). Providers have the option to provide this relief to part-time staff who work less than 20 hours per week at an amount between $500 to $1000. It is strongly recommended that all providers take advantage of this one-time opportunity in recognition of their staff's efforts during COVID.
- Staff mileage for prevention efforts between April 1 – June 30, 2022

Office Supplies and Technology Upgrades:
- The purchase of office supplies, technology and equipment enhancements that support the implementation of primary prevention services (e.g., laptops, tablets, lamination, software, etc.)

SPECIAL REPORTING REQUIREMENTS:

The following reporting requirements are required as referenced in G.S. 122C-144.1. Budget Format and Reports: In order to ensure the Division has complete and accurate information on services provided and expenditures, reporting of all services is required through and the Financial Reporting Tool, Financial Status Reporting Monthly Expenditure Detail worksheets.

SPECIAL CONDITIONS:
1. The award of these funds shall not be used by a county, LME-MCO, or other entity as a basis to supplant any portion of a county's commitment of local funds to the area authority or LME-MCO;
2. If these funds shall be used to support a new service for which a license, certification, and/or accreditation is required, such licensure, certification, and/or accreditation shall be completed prior to the delivery of services;
3. If these funds shall be used for a new service which does not have an established DMHDDSAS approved service definition and/or approved reimbursement rate, a new service definition shall be approved in writing by DMHDDSAS, and/or a new Service Objective Form and approved rate must be submitted and approved in writing by the Division before any payments will be made;
4. The funds provided shall not be used to supplant Federal or non-Federal funds for services or activities which promote the purposes of the grant or funding;
5. The funds provided shall not be utilized to supplement any reimbursement for services or staff activities provided through the NC Medicaid Program;

6. The funds provided shall not be utilized to supplement any reimbursement for services or staff activities supported through the Division's payment of other UCR or non-UCR funds, without the prior written approval of the Chief Financial Officer - Behavioral Health & IDD and the DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section.
7. The funds provided shall be fully utilized, monitored, and settled in compliance with the conditions of the current Contract Agreement (and all related amendments) between the LME-MCO and DMHDDSAS, with the full adherence of the LME-MCO and its subrecipient contractors to all applicable State and federal laws, rules, regulations, policies, guidelines, standards, agreements, protocols, plans, and communications;
8. Funds shall be used in accordance with HHS Grant Policy Statements;
9. Federal funds shall not be paid in advance to an LME-MCO, contractor, or any other entity. Any exceptions to the required timely reporting of actual federal funds expended, shall be approved in writing by the Chief Financial Officer - Behavioral Health & IDD and the DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section.
10. All contractors and subcontractors, including LME-MCOs and subrecipient contractors of these funds, shall comply with all requirements, restrictions, terms, and conditions, and reporting requirements of the SAPTBG, as contained in 45 CFR Part 96 and any revisions to such regulations;
11. Funds shall be used in accordance with cost principles describing allowable and unallowable expenditures for nonprofit organizations in accordance with OMB Circular A-122;
12. SAPTBG funds shall not be used to provide inpatient services;
13. SAPTBG funds are prohibited to be used to provide or purchase inpatient hospital services, except that SAPTBG funds may be used with the exception as described in 45 CFR 96.135 (c), along with documentation of the receipt of prior written approval of the Chief Financial Officer - Behavioral Health & IDD and the DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section.
14. Recipients of services reimbursed or supported through federal funds shall not be subject to income tests for recipient eligibility for such services unless required or permitted in federal statute or regulation;
15. SAPTBG funds are prohibited to be used to make, or to allow to be made, any cash payments to any recipients or intended recipients of health or behavioral health services. The provision of cash or cash cards is strictly prohibited, as is the provision of gift cards, which are cash equivalents;
16. Agencies or organizations receiving federal funds are required to receive prior written approval from the DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section regarding the use of evidence-based program nominal incentives, including the specification of the type(s) and equivalent dollar value(s) of any such nominal incentives offered, and the manner of utilization of any such approved incentives for clients, recipients, students, or other persons. "Nominal incentives" are restricted to those incentives of no more than twenty-five dollars ($25.00) in value, per recipient, per event. Programs are strictly prohibited from utilizing any incentive items that could potentially be converted to cash, or that could be used for the purchase of any age-restricted product, such as tobacco, alcohol, drugs, weapons, lottery tickets or other inappropriate products or materials. Incentives may not be offered to staff, interns, contractors, consultants, board members, consultants, volunteers, or any other individuals who are not enrolled as recipients in the program of behavioral health services;

17. SAPTBG funds are prohibited to be used for the purchase or improvement of land, purchase, construction, or permanent improvement (other than minor remodeling) of any building or other facility, or purchase of major equipment, including, but not limited to, medical equipment, IT equipment, and vehicles;
18. SAPTBG funds are prohibited to be used to satisfy any requirement for the expenditure of non-Federal funds as a condition of receipt of Federal funds. (i.e., Federal funds may not be used to satisfy any condition for any state, local or other funding match requirement);
19. SAPTBG funds are prohibited to be used to provide financial assistance to any entity other than a public or nonprofit private entity;
20. SAPTBG funds are prohibited to be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs;
21. SAPTBG funds are prohibited to be used to provide individuals with treatment services in penal or correctional institutions of the State;
22. SAPTBG funds are prohibited to be used towards the annual salary of any contractor or subcontractor, including LME-MCO, provider, or contractor employee, consultant, or other individual that is in excess of Level I of the most current US Office of Personnel Management federal Executive Salary Schedule. This amount is currently designated for the calendar year effective **January 2022** at an annual salary of **$226,300;**
23. Federal funds shall not be utilized for law enforcement activities;
24. No part of any federal funding shall be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any state legislative body itself;
25. No part of any federal funding shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any state legislature;

APPROVAL OF AUTHORIZED OFFICIALS

LME Mailing Address:	CONTRACTOR Mailing Address:
PO Box 369	224 Seminary Street
Beulaville, NC 28518	Kenansville, NC 28349-9025
	Telephone: 910-296-2100
	Tax ID#: 56-6000296
Sarah Stroud, CEO	Dexter B. Edwards
Eastpointe Human Services	Duplin County Chairman
Date: ______________	Date: 9-6-2022

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

Catherine Dalton, Chief of Business Operations
Eastpointe Human Services

Date: ______________

North Carolina Department of Agriculture and Consumer Services
N.C. Forest Service

Steven W. Troxler
Commissioner

Scott Bissette
Assistant Commissioner

1413 Chadbourn Highway
Whiteville, NC 28472

August 12, 2022

Mr. Davis Brinson
Duplin County Manager
PO Box 910
Kenansville, NC 28349-0910

Dear Mr. Brinson:

Please find enclosed three (3) copies of the State of North Carolina Agreement for the Protection, Development and Improvement of Forest Land in Duplin County to be signed by the Duplin County Board of Commissioners' Chairman and Duplin County Finance Officer.

After having signed and dated each copy, please return to:

Shane D. Hardee, District Forester
Division of Forest Service, D-8
1413 Chadbourn Highway
Whiteville, NC 28472

A completed copy will be mailed to your office following the signing by the Chief Deputy Commissioner of the NC Department of Agriculture and Consumer Services.

On behalf of the Forest Service personnel in Duplin County and the Whiteville District Staff, I thank you for your continued support to the NC Forest Service as we provide protection, development and improvement to Duplin County's forest land.

Respectfully yours,

Shane D. Hardee
District Forester, D-8

Enclosures: 3
SH/jm

1616 Mail Service Center, Raleigh, North Carolina 27699-1616
Phone: (919) 857-4801 • FAX: (919) 857-4802 • www.ncforestservice.gov
An Equal Opportunity Employer

STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

$ **412,680.00**
Total Cooperative Appropriation

$ **247,608.00** State

$ **165,072.00** County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT OF FOREST LANDS IN **DUPLIN COUNTY** NORTH CAROLINA

THIS AGREEMENT is made under the authority of **Chapter 106, Article 75, of the North Carolina General Statutes, including N.C. Gen. Stat. § 106-906, titled "Cooperation between counties and State in forest protection and development,"** by and between the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of Commissioners of **DUPLIN COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part.

WHEREAS, the Board recognizing the need for active forest protection, development, reforestation, management and improvement in **DUPLIN COUNTY** has accepted the offer of the Department for cooperation in accomplishing this object; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties contract and agree to maintain a legally appointed and equipped Forest Service office to support said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:

   A) **1** County/Area Ranger(s) assigned for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.

   B) **2** Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.

   C) **0.17** Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.

   D) **1.24** Forest Fire Equipment Operator(s) for purposes of establishing fire suppression control lines in assigned work areas and in other areas as needed using equipment, including crawler tractors (fire dozers), with various attachments, such as a fire plow, hurricane blades, etc., and operate and maintain all types of heavy site preparation equipment.

   E) Temporary position(s) on an as-needed basis.

2. To furnish position(s) so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements insofar as the joint funds will permit.

3. To pay the identified position(s) for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary administration policy.

4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s).

5. To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County.

State Funding

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **TWO HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED EIGHT DOLLARS ($247,608.00)** as its share of an annual budget of **FOUR HUNDRED TWELVE THOUSAND SIX HUNDRED EIGHTY DOLLARS ($412,680.00)** for carrying on the above listed work in said County.

Part II. THE BOARD AGREES:

7. To pay the Department **40** % of the total cost of the salary of position(s) specified in Part I.1 above and expenses and other proper expenditures made in connection with the overall forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

County Funding

8. To appropriate annually the sum of **ONE HUNDRED SIXTY-FIVE THOUSAND SEVENTY-TWO DOLLARS ($165,072.00)**, which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

9. That this Agreement becomes effective **July 1, 2022**, and lasts through **June 30, 2023**.

10. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.

    That the annual appropriations as set forth above may be revised in writing by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work. Such revision shall become effective at the beginning of the stated Fiscal Year. A Fiscal Year begins on July 1 and ends on June 30. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

11. That this Agreement may be modified only in writing and upon execution by both parties.

12. That the Board reimburse the Department as provided in Part II of this Agreement by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

13. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

14. That the County/Area Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be always informed regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of **DUPLIN COUNTY**

Date 9-6-2022 David H. Brunson County Manager

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized and this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Date 9/7/22 Gracy Chestnutt County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date ______________ ______________ Signature

N. David Smith
Chief Deputy Commissioner

Approved By NCDA Legal – 1/2021

STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

$ 412,680.00
Total Cooperative Appropriation

$ 247,608.00 State

$ 165,072.00 County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT OF FOREST LANDS IN **DUPLIN COUNTY** NORTH CAROLINA

THIS AGREEMENT is made under the authority of **Chapter 106, Article 75, of the North Carolina General Statutes, including N.C. Gen. Stat. § 106-906, titled "Cooperation between counties and State in forest protection and development,"** by and between the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of Commissioners of **DUPLIN COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part.

WHEREAS, the Board recognizing the need for active forest protection, development, reforestation, management and improvement in **DUPLIN COUNTY** has accepted the offer of the Department for cooperation in accomplishing this object; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties contract and agree to maintain a legally appointed and equipped Forest Service office to support said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:

   A) **1** County/Area Ranger(s) assigned for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
   B) **2** Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.

   C) **0.17** Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.
   D) **1.24** Forest Fire Equipment Operator(s) for purposes of establishing fire suppression control lines in assigned work areas and in other areas as needed using equipment, including crawler tractors (fire dozers), with various attachments, such as a fire plow, hurricane blades, etc., and operate and maintain all types of heavy site preparation equipment.
   E) Temporary position(s) on an as-needed basis.

2. To furnish position(s) so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements insofar as the joint funds will permit.

3. To pay the identified position(s) for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary administration policy.

4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s).

5. To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County.

State Funding

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **TWO HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED EIGHT DOLLARS ($247,608.00)** as its share of an annual budget of **FOUR HUNDRED TWELVE THOUSAND SIX HUNDRED EIGHTY DOLLARS ($412,680.00)** for carrying on the above listed work in said County.

Part II. THE BOARD AGREES:

7. To pay the Department **40** % of the total cost of the salary of position(s) specified in Part I.1 above and expenses and other proper expenditures made in connection with the overall forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

County Funding

8. To appropriate annually the sum of **ONE HUNDRED SIXTY-FIVE THOUSAND SEVENTY-TWO DOLLARS ($165,072.00)**, which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

9. That this Agreement becomes effective **July 1, 2022**, and lasts through **June 30, 2023**.

10. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.

    That the annual appropriations as set forth above may be revised in writing by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work. Such revision shall become effective at the beginning of the stated Fiscal Year. A Fiscal Year begins on July 1 and ends on June 30. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

11. That this Agreement may be modified only in writing and upon execution by both parties.

12. That the Board reimburse the Department as provided in Part II of this Agreement by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

13. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

14. That the County/Area Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be always informed regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of **DUPLIN COUNTY**

Date Sept. 6, 2022 ______ David H. Sumner County Manager

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized and this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Date 9/7/22 ______ Tracy Chestnutt ______ County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date ______ ______ Signature

N. David Smith
Chief Deputy Commissioner

STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

$ **412,680.00**
Total Cooperative Appropriation

$ **247,608.00** State

$ **165,072.00** County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT OF FOREST LANDS IN **DUPLIN COUNTY** NORTH CAROLINA

THIS AGREEMENT is made under the authority of **Chapter 106, Article 75, of the North Carolina General Statutes, including N.C. Gen. Stat. § 106-906, titled "Cooperation between counties and State in forest protection and development,"** by and between the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of Commissioners of **DUPLIN COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part.

WHEREAS, the Board recognizing the need for active forest protection, development, reforestation, management and improvement in **DUPLIN COUNTY** has accepted the offer of the Department for cooperation in accomplishing this object; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties contract and agree to maintain a legally appointed and equipped Forest Service office to support said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:

   A) **1** County/Area Ranger(s) assigned for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
   B) **2** Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.

   C) **0.17** Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.
   D) **1.24** Forest Fire Equipment Operator(s) for purposes of establishing fire suppression control lines in assigned work areas and in other areas as needed using equipment, including crawler tractors (fire dozers), with various attachments, such as a fire plow, hurricane blades, etc., and operate and maintain all types of heavy site preparation equipment.
   E) Temporary position(s) on an as-needed basis.

2. To furnish position(s) so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements insofar as the joint funds will permit.

3. To pay the identified position(s) for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary administration policy.

4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s).

5. To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County.

State Funding

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **TWO HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED EIGHT DOLLARS ($247,608.00)** as its share of an annual budget of **FOUR HUNDRED TWELVE THOUSAND SIX HUNDRED EIGHTY DOLLARS ($412,680.00)** for carrying on the above listed work in said County.

Part II. THE BOARD AGREES:

7. To pay the Department **40** % of the total cost of the salary of position(s) specified in Part I.1 above and expenses and other proper expenditures made in connection with the overall forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

County Funding

8. To appropriate annually the sum of **ONE HUNDRED SIXTY-FIVE THOUSAND SEVENTY-TWO DOLLARS ($165,072.00)**, which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

9. That this Agreement becomes effective **July 1, 2022**, and lasts through **June 30, 2023**.

10. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.

    That the annual appropriations as set forth above may be revised in writing by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work. Such revision shall become effective at the beginning of the stated Fiscal Year. A Fiscal Year begins on July 1 and ends on June 30. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

11. That this Agreement may be modified only in writing and upon execution by both parties.

12. That the Board reimburse the Department as provided in Part II of this Agreement by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

13. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

14. That the County/Area Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be always informed regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of **DUPLIN COUNTY**

Date Sept. 6, 2022 ______ County Manager

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized and this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Date 9/7/22 ______ County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date ______ ______ Signature

N. David Smith
Chief Deputy Commissioner

RESOLUTION 2022 - 32

County of Duplin

Office of the County Commissioners

TERMINATION OF STATE OF EMERGENCY BY THE DUPLIN COUNTY BOARD OF COMMISSIONERS

The following Proclamation is issued by the Duplin County Board of Commissioners:

State of North Carolina

County of Duplin

WHEREAS, by Proclamation dated March 17, 2020, Chairman Jesse L. Dowe, III, entered a State of Emergency on behalf of the Duplin County Board of Commissioners in order to maintain public order, services, protection of lives, and the safety of individuals and property located in Duplin County amidst the Coronavirus Disease 2019 (Covid-19) pandemic; and

WHEREAS, throughout the course of the Covid-19 pandemic, this Board has acted with the intent to curb the spread of the virus, protect public health, and advance the local economy in a safe and effective way, while striving to balance the interests of all those in Duplin County; and

WHEREAS, Covid-19 vaccines and various treatment options are now readily available to the general public; and

WHEREAS, effective August 15, 2022, North Carolina Governor Roy Cooper terminated the State of Emergency that had been in effect statewide since March 10, 2020; and

WHERAS, the Duplin County State of Emergency was to remain in effect until such time as rescinded by this Board; and

WHEREAS, in consultation with the Duplin County Health Department and the Duplin County Public Safety and Emergency Management Department, this Board has determined that a State of Emergency is no longer warranted in Duplin County; and

WHEREAS, the Duplin County State of Emergency that was declared by the Chairman of this Board on March 20, 2020 is **HEREBY RESCINDED** effective at the end of the day on September 6, 2022. All provisions contained therein are deemed rescinded as of that date and time.

Adopted this the 6th day of September, 2022.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

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

Duplin County, NC

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

YEAR-PER 2023 02 · JOURNAL 483 · EFF-DATE 08/23/2022 · SRC BUA · JNL-DESC 090622C · ENTITY 1 · AMEND 2

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
1	4100 10-41-4100-0000-000-38398	38398		GENERAL FUND	INSURANCE SETTLEMENTS Vehicle 928	08/23/2022	.00	-5,905.25	-5,905.25	
2	4310 10-43-4310-0000-000-43530	43530		Sheriff	REPAIRS VEHICLES Vehicle 928	08/23/2022	105,000.00	5,905.25	110,905.25	
					** JOURNAL TOTAL			0.00		

YEAR-PER 2023 03 · JOURNAL 3 · EFF-DATE 09/07/2022 · SRC BUA · JNL-DESC 090622C · ENTITY 1 · AMEND 2

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
1	5110 10-50-5100-5110-000-40121	40121		HEALTH	SALARIES	09/07/2022	2,858,470.00	-322,774.00	2,535,696.00	
2	5110 10-50-5100-5110-000-40181	40181		HEALTH	SOCIAL SECURITY	09/07/2022	219,821.00	-24,319.00	195,502.00	
3	5110 10-50-5100-5110-000-40182	40182		HEALTH	RETIREMENT	09/07/2022	341,627.00	-38,751.00	302,876.00	
4	5110 10-50-5100-5110-000-40183	40183		HEALTH	HOSPITAL INSURANCE	09/07/2022	556,024.00	-61,020.00	495,004.00	
5	5110 10-50-5100-5110-000-40184	40184		HEALTH	Life Insurance	09/07/2022	1,545.00	-163.00	1,382.00	
6	5111 10-50-5100-5111-000-40121	40121		ENVIRONMENTAL HEALTH	SALARIES	09/07/2022	.00	296,977.00	296,977.00	
7	5111 10-50-5100-5111-000-40181	40181		ENVIRONMENTAL HEALTH	SOCIAL SECURITY	09/07/2022	.00	20,000.00	20,000.00	
8	5111 10-50-5100-5111-000-40182	40182		ENVIRONMENTAL HEALTH	RETIREMENT	09/07/2022	.00	35,000.00	35,000.00	
9	5111 10-50-5100-5111-000-40183	40183		ENVIRONMENTAL HEALTH	HOSPITAL INSURANCE	09/07/2022	.00	55,000.00	55,000.00	
10	5111 10-50-5100-5111-000-40184	40184		ENVIRONMENTAL HEALTH	Life Insurance	09/07/2022	.00	150.00	150.00	
11	5111 10-50-5100-5111-000-41990-	41990		ENVIRONMENTAL HEALTH	PROFESSIONAL SERVICES	09/07/2022	.00	39,900.00	39,900.00	
					** JOURNAL TOTAL			0.00		

Report generated: 08/31/2022 10:31
User: chelsey.lanier
Program ID: bgamdent

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND
2023 03	4	09/07/2022			BUA	090622C	1	2

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
1	5110 10-50-5100-5110-000-35157	35157		HEALTH	PEER BREASTFEEDING	09/07/2022	.00	-36,090.00	-36,090.00	
2	5166 10-50-5100-5166-000-40121	40121		PEER BREASTFEEDING	SALARIES	09/07/2022	.00	21,512.40	21,512.40	
3	5166 10-50-5100-5166-000-40181	40181		PEER BREASTFEEDING	SOCIAL SECURITY	09/07/2022	.00	1,645.70	1,645.70	
4	5166 10-50-5100-5166-000-40182	40182		PEER BREASTFEEDING	RETIREMENT	09/07/2022	.00	2,590.09	2,590.09	
5	5166 10-50-5100-5166-000-40183	40183		PEER BREASTFEEDING	HOSPITAL INSURANCE	09/07/2022	.00	8,779.95	8,779.95	
6	5166 10-50-5100-5166-000-40184	40184		PEER BREASTFEEDING	Life Insurance	09/07/2022	.00	5.00	5.00	
7	5166 10-50-5100-5166-000-42980	42980		PEER BREASTFEEDING	PROGRAM SUPPLIES	09/07/2022	.00	500.00	500.00	
8	5166 10-50-5100-5166-000-42600	42600		PEER BREASTFEEDING	OFFICE SUPPLIES	09/07/2022	.00	500.00	500.00	
9	5166 10-50-5100-5166-000-43910	43910		PEER BREASTFEEDING	MARKETING	09/07/2022	.00	500.00	500.00	
10	5166 10-50-5100-5166-000-43250	43250		PEER BREASTFEEDING	POSTAGE	09/07/2022	.00	56.86	56.86	
					** JOURNAL TOTAL			0.00		

YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND
2023 03	5	09/07/2022			BUA	090622C	1	2

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
1	4100 10-41-4100-0000-000-39951	39951		GENERAL FUND	FUND BAL CARRY FWD GRANTS	09/07/2022	-106,011.15	-85,382.59	-191,393.74	
2	5117 10-50-5100-5117-000-41990	41990		ST COMMUNITY HEALTH MAP GRANT	PROFESSIONAL SERVICES	09/07/2022	.00	10,640.00	10,640.00	
3	5127 10-50-5100-5127-000-41990	41990		Eastpointe Grant	PROFESSIONAL SERVICES	09/07/2022	.00	4,205.19	4,205.19	

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND
2023 03	5	09/07/2022			BUA	090622C	1	2

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
4	5140 10-50-5100-5140-000-42980	42980		CAPE FEAR OBESITY CLINIC GRANT	PROGRAM SUPPLIES	09/07/2022	.00	470.48	470.48
5	5141 10-50-5100-5141-000-40121	40121		Cape Fear Memorial Grant Hep C	SALARIES	09/07/2022	.00	23,958.44	23,958.44
6	5141 10-50-5100-5141-000-40181	40181		Cape Fear Memorial Grant Hep C	SOCIAL SECURITY	09/07/2022	.00	1,836.83	1,836.83
7	5141 10-50-5100-5141-000-40182	40182		Cape Fear Memorial Grant Hep C	RETIREMENT	09/07/2022	.00	1,135.79	1,135.79
8	5141 10-50-5100-5141-000-40183	40183		Cape Fear Memorial Grant Hep C	HOSPITAL INSURANCE	09/07/2022	.00	3,350.41	3,350.41
9	5141 10-50-5100-5141-000-40184	40184		Cape Fear Memorial Grant Hep C	Life Insurance	09/07/2022	.00	.75	.75
10	5141 10-50-5100-5141-000-42013	42013		Cape Fear Memorial Grant Hep C	LAB PROCESSING	09/07/2022	.00	29,332.03	29,332.03
11	5141 10-50-5100-5141-000-42980	42980		Cape Fear Memorial Grant Hep C	PROGRAM SUPPLIES	09/07/2022	.00	1,500.00	1,500.00
12	5171 10-50-5100-5171-000-41990	41990		Breast and Cervical Cancer	PROFESSIONAL SERVICES	09/07/2022	16,575.00	7,443.57	24,018.57
13	5174 10-50-5100-5174-000-42980	42980		Homeland Security Grant	PROGRAM SUPPLIES	09/07/2022	.00	1,506.11	1,506.11
14	5174 10-50-5100-5174-000-43250	43250		Homeland Security Grant	POSTAGE	09/07/2022	.00	2.99	2.99
15	4100 10-41-4100-0000-000-39951	39951		GENERAL FUND	FUND BAL CARRY FWD GRANTS	09/07/2022	-106,011.15	-774.10	-106,785.25
16	5179 10-50-5100-5179-000-40121	40121		ORH Medication Assistance	SALARIES	09/07/2022	.00	104.54	104.54
17	5179 10-50-5100-5179-000-40181	40181		ORH Medication Assistance	SOCIAL SECURITY	09/07/2022	.00	133.79	133.79
18	5179 10-50-5100-5179-000-40182	40182		ORH Medication Assistance	RETIREMENT	09/07/2022	.00	178.80	178.80

Duplin County, NC

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT					LINE DESCRIPTION / EFF DATE			

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

2023 03 5 09/07/2022 BUA 090622C 1 2

LN	ORG	OBJECT	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
19	5179	40183	ORH Medication Assistance	HOSPITAL INSURANCE	.00	355.81	355.81
	10-50-5100-5179-000-40183				09/07/2022		
20	5179	40184	ORH Medication Assistance	Life Insurance	.00	1.16	1.16
	10-50-5100-5179-000-40184				09/07/2022		
				** JOURNAL TOTAL		0.00	

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

2023 03 6 09/07/2022 BUA 090622C 1 2

LN	ORG	OBJECT	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
1	4100	38398	GENERAL FUND	INSURANCE SETTLEMENTS	.00	-311.20	-311.20
	10-41-4100-0000-000-38398			Vehicle 991	09/07/2022		
2	4310	43530	Sheriff	REPAIRS VEHICLES	105,000.00	311.20	105,311.20
	10-43-4310-0000-000-43530			Vehicle 991	09/07/2022		
				** JOURNAL TOTAL		0.00	

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

2023 03 7 09/07/2022 BUA 090622C 1 2

LN	ORG	OBJECT	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
1	5110	40121	HEALTH	SALARIES	2,858,470.00	-119,131.00	2,739,339.00
	10-50-5100-5110-000-40121				09/07/2022		
2	5110	40181	HEALTH	SOCIAL SECURITY	219,821.00	-9,114.00	210,707.00
	10-50-5100-5110-000-40181				09/07/2022		
3	5110	40182	HEALTH	RETIREMENT	341,627.00	-11,475.00	330,152.00
	10-50-5100-5110-000-40182				09/07/2022		
4	5110	40183	HEALTH	HOSPITAL INSURANCE	556,024.00	-20,340.00	535,684.00
	10-50-5100-5110-000-40183				09/07/2022		
5	5110	40184	HEALTH	Life Insurance	1,545.00	-55.00	1,490.00
	10-50-5100-5110-000-40184				09/07/2022		
6	5173	40121	CC4C	SALARIES	.00	119,131.00	119,131.00
	10-50-5100-5173-000-40121				09/07/2022		
7	5173	40181	CC4C	SOCIAL SECURITY	.00	9,114.00	9,114.00
	10-50-5100-5173-000-40181				09/07/2022		

Duplin County, NC

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT					LINE DESCRIPTION / EFF DATE			

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

2023 03 7 09/07/2022 BUA 090622C 1 1

LN	ORG	OBJECT	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
8	5173	40182	CC4C	RETIREMENT	.00	11,475.00	11,475.00
	10-50-5100-5173-000-40182				09/07/2022		
9	5173	40183	CC4C	HOSPITAL INSURANCE	.00	20,340.00	20,340.00
	10-50-5100-5173-000-40183				09/07/2022		
10	5173	40184	CC4C	Life Insurance	.00	55.00	55.00
	10-50-5100-5173-000-40184				09/07/2022		
11	5110	40121	HEALTH	SALARIES	2,858,470.00	-122,000.00	2,736,470.00
	10-50-5100-5110-000-40121				09/07/2022		
12	5110	40181	HEALTH	SOCIAL SECURITY	219,821.00	-10,000.00	209,821.00
	10-50-5100-5110-000-40181				09/07/2022		
13	5110	40182	HEALTH	RETIREMENT	341,627.00	-15,000.00	326,627.00
	10-50-5100-5110-000-40182				09/07/2022		
14	5110	40183	HEALTH	HOSPITAL INSURANCE	556,024.00	-23,000.00	533,024.00
	10-50-5100-5110-000-40183				09/07/2022		
15	5110	40184	HEALTH	Life Insurance	1,545.00	-75.00	1,470.00
	10-50-5100-5110-000-40184				09/07/2022		
16	5167	40121	CHILD HEALTH	SALARIES	.00	122,000.00	122,000.00
	10-50-5100-5167-000-40121				09/07/2022		
17	5167	40181	CHILD HEALTH	SOCIAL SECURITY	.00	10,000.00	10,000.00
	10-50-5100-5167-000-40181				09/07/2022		
18	5167	40182	CHILD HEALTH	RETIREMENT	.00	15,000.00	15,000.00
	10-50-5100-5167-000-40182				09/07/2022		
19	5167	40183	CHILD HEALTH	HOSPITAL INSURANCE	.00	23,000.00	23,000.00
	10-50-5100-5167-000-40183				09/07/2022		
20	5167	40184	CHILD HEALTH	Life Insurance	.00	75.00	75.00
	10-50-5100-5167-000-40184				09/07/2022		
21	5110	40121	HEALTH	SALARIES	2,858,470.00	-121,000.00	2,737,470.00
	10-50-5100-5110-000-40121				09/07/2022		
22	5110	40181	HEALTH	SOCIAL SECURITY	219,821.00	-9,727.00	210,094.00
	10-50-5100-5110-000-40181				09/07/2022		

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
23	5110	40182		HEALTH	10-50-5100-5110-000-40182	RETIREMENT	09/07/2022	341,627.00	-14,948.00	326,679.00
24	5110	40183		HEALTH	10-50-5100-5110-000-40183	HOSPITAL INSURANCE	09/07/2022	556,024.00	-36,612.00	519,412.00
25	5110	40184		HEALTH	10-50-5100-5110-000-40184	Life Insurance	09/07/2022	1,545.00	-98.00	1,447.00
26	5165	40121		WIC-CLIENT SERVICES	10-50-5100-5165-000-40121	SALARIES	09/07/2022	.00	121,000.00	121,000.00
27	5165	40181		WIC-CLIENT SERVICES	10-50-5100-5165-000-40181	SOCIAL SECURITY	09/07/2022	.00	9,727.00	9,727.00
28	5165	40182		WIC-CLIENT SERVICES	10-50-5100-5165-000-40182	RETIREMENT	09/07/2022	.00	14,948.00	14,948.00
29	5165	40183		WIC-CLIENT SERVICES	10-50-5100-5165-000-40183	HOSPITAL INSURANCE	09/07/2022	.00	36,612.00	36,612.00
30	5165	40184		WIC-CLIENT SERVICES	10-50-5100-5165-000-40184	Life Insurance	09/07/2022	.00	98.00	98.00
31	5110	40121		HEALTH	10-50-5100-5110-000-40121	SALARIES	09/07/2022	2,858,470.00	-155,000.00	2,703,470.00
32	5110	40181		HEALTH	10-50-5100-5110-000-40181	SOCIAL SECURITY	09/07/2022	219,821.00	-12,000.00	207,821.00
33	5110	40182		HEALTH	10-50-5100-5110-000-40182	RETIREMENT	09/07/2022	341,627.00	-17,000.00	324,627.00
34	5110	40183		HEALTH	10-50-5100-5110-000-40183	HOSPITAL INSURANCE	09/07/2022	556,024.00	-30,000.00	526,024.00
35	5110	40184		HEALTH	10-50-5100-5110-000-40184	Life Insurance	09/07/2022	1,545.00	-75.00	1,470.00
36	5164	40121		FAMILY PLANNING	10-50-5100-5164-000-40121	SALARIES	09/07/2022	.00	155,000.00	155,000.00
37	5164	40181		FAMILY PLANNING	10-50-5100-5164-000-40181	SOCIAL SECURITY	09/07/2022	.00	12,000.00	12,000.00

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
38	5164	40182		FAMILY PLANNING	10-50-5100-5164-000-40182	RETIREMENT	09/07/2022	.00	17,000.00	17,000.00
39	5164	40183		FAMILY PLANNING	10-50-5100-5164-000-40183	HOSPITAL INSURANCE	09/07/2022	.00	30,000.00	30,000.00
40	5164	40184		FAMILY PLANNING	10-50-5100-5164-000-40184	Life Insurance	09/07/2022	.00	75.00	75.00
41	5110	40121		HEALTH	10-50-5100-5110-000-40121	SALARIES	09/07/2022	2,858,470.00	-183,000.00	2,675,470.00
42	5110	40181		HEALTH	10-50-5100-5110-000-40181	SOCIAL SECURITY	09/07/2022	219,821.00	-13,623.00	206,198.00
43	5110	40182		HEALTH	10-50-5100-5110-000-40182	RETIREMENT	09/07/2022	341,627.00	-20,000.00	321,627.00
44	5110	40183		HEALTH	10-50-5100-5110-000-40183	HOSPITAL INSURANCE	09/07/2022	556,024.00	-38,000.00	518,024.00
45	5110	40184		HEALTH	10-50-5100-5110-000-40184	Life Insurance	09/07/2022	1,545.00	-105.00	1,440.00
46	5163	40121		MATERNAL HEALTH	10-50-5100-5163-000-40121	SALARIES	09/07/2022	.00	183,000.00	183,000.00
47	5163	40181		MATERNAL HEALTH	10-50-5100-5163-000-40181	SOCIAL SECURITY	09/07/2022	.00	13,623.00	13,623.00
48	5163	40182		MATERNAL HEALTH	10-50-5100-5163-000-40182	RETIREMENT	09/07/2022	.00	20,000.00	20,000.00
49	5163	40183		MATERNAL HEALTH	10-50-5100-5163-000-40183	HOSPITAL INSURANCE	09/07/2022	.00	38,000.00	38,000.00
50	5163	40184		MATERNAL HEALTH	10-50-5100-5163-000-40184	Life Insurance	09/07/2022	.00	105.00	105.00
51	5110	40121		HEALTH	10-50-5100-5110-000-40121	SALARIES	09/07/2022	2,858,470.00	-37,118.00	2,821,352.00
52	5110	40181		HEALTH	10-50-5100-5110-000-40181	SOCIAL SECURITY	09/07/2022	219,821.00	-2,605.00	217,216.00

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION / ACCOUNT	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
53	5110	40182		HEALTH 10-50-5100-5110-000-40182	RETIREMENT	09/07/2022	341,627.00	-4,744.00	336,883.00
54	5110	40183		HEALTH 10-50-5100-5110-000-40183	HOSPITAL INSURANCE	09/07/2022	556,024.00	-5,505.00	550,519.00
55	5110	40184		HEALTH 10-50-5100-5110-000-40184	Life Insurance	09/07/2022	1,545.00	-28.00	1,517.00
56	5162	40121		PCM-NON-MEDICAID 10-50-5100-5162-000-40121	SALARIES	09/07/2022	.00	37,118.00	37,118.00
57	5162	40181		PCM-NON-MEDICAID 10-50-5100-5162-000-40181	SOCIAL SECURITY	09/07/2022	.00	2,605.00	2,605.00
58	5162	40182		PCM-NON-MEDICAID 10-50-5100-5162-000-40182	RETIREMENT	09/07/2022	.00	4,744.00	4,744.00
59	5162	40183		PCM-NON-MEDICAID 10-50-5100-5162-000-40183	HOSPITAL INSURANCE	09/07/2022	.00	5,505.00	5,505.00
60	5162	40184		PCM-NON-MEDICAID 10-50-5100-5162-000-40184	Life Insurance	09/07/2022	.00	28.00	28.00
61	5110	40121		HEALTH 10-50-5100-5110-000-40121	SALARIES	09/07/2022	2,858,470.00	-4,961.00	2,853,509.00
62	5110	40181		HEALTH 10-50-5100-5110-000-40181	SOCIAL SECURITY	09/07/2022	219,821.00	-380.00	219,441.00
63	5110	40182		HEALTH 10-50-5100-5110-000-40182	RETIREMENT	09/07/2022	341,627.00	-605.00	341,022.00
64	5110	40183		HEALTH 10-50-5100-5110-000-40183	HOSPITAL INSURANCE	09/07/2022	556,024.00	-1,526.00	554,498.00
65	5110	40184		HEALTH 10-50-5100-5110-000-40184	Life Insurance	09/07/2022	1,545.00	-5.00	1,540.00
66	5161	40121		VITAL RECORDS 10-50-5100-5161-000-40121	SALARIES	09/07/2022	.00	4,961.00	4,961.00
67	5161	40181		VITAL RECORDS 10-50-5100-5161-000-40181	SOCIAL SECURITY	09/07/2022	.00	380.00	380.00

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION / ACCOUNT	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
68	5161	40182		VITAL RECORDS 10-50-5100-5161-000-40182	RETIREMENT	09/07/2022	.00	605.00	605.00
69	5161	40183		VITAL RECORDS 10-50-5100-5161-000-40183	HOSPITAL INSURANCE	09/07/2022	.00	1,526.00	1,526.00
70	5161	40184		VITAL RECORDS 10-50-5100-5161-000-40184	Life Insurance	09/07/2022	.00	5.00	5.00
71	5110	40121		HEALTH 10-50-5100-5110-000-40121	SALARIES	09/07/2022	2,858,470.00	-6,003.00	2,852,467.00
72	5110	40181		HEALTH 10-50-5100-5110-000-40181	SOCIAL SECURITY	09/07/2022	219,821.00	-460.00	219,361.00
73	5110	40182		HEALTH 10-50-5100-5110-000-40182	RETIREMENT	09/07/2022	341,627.00	-732.00	340,895.00
74	5110	40183		HEALTH 10-50-5100-5110-000-40183	HOSPITAL INSURANCE	09/07/2022	556,024.00	-1,526.00	554,498.00
75	5110	40184		HEALTH 10-50-5100-5110-000-40184	Life Insurance	09/07/2022	1,545.00	-5.00	1,540.00
76	5157	40121		WIC-GENERAL ADMINISTRATION 10-50-5100-5157-000-40121	SALARIES	09/07/2022	.00	6,003.00	6,003.00
77	5157	40181		WIC-GENERAL ADMINISTRATION 10-50-5100-5157-000-40181	SOCIAL SECURITY	09/07/2022	.00	460.00	460.00
78	5157	40182		WIC-GENERAL ADMINISTRATION 10-50-5100-5157-000-40182	RETIREMENT	09/07/2022	.00	732.00	732.00
79	5157	40183		WIC-GENERAL ADMINISTRATION 10-50-5100-5157-000-40183	HOSPITAL INSURANCE	09/07/2022	.00	1,526.00	1,526.00
80	5157	40184		WIC-GENERAL ADMINISTRATION 10-50-5100-5157-000-40184	Life Insurance	09/07/2022	.00	5.00	5.00
81	5110	40121		HEALTH 10-50-5100-5110-000-40121	SALARIES	09/07/2022	2,858,470.00	-8,859.00	2,849,611.00
82	5110	40181		HEALTH 10-50-5100-5110-000-40181	SOCIAL SECURITY	09/07/2022	219,821.00	-1,149.00	218,672.00

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LN	ORG	OBJECT	ORG DESCRIPTION	ACCOUNT	ACCOUNT DESCRIPTION	PREV BUDGET	EFF DATE	BUDGET CHANGE	AMENDED BUDGET
83	5110	40182	HEALTH	10-50-5100-5110-000-40182	RETIREMENT	341,627.00	09/07/2022	-1,279.00	340,348.00
84	5110	40183	HEALTH	10-50-5100-5110-000-40183	HOSPITAL INSURANCE	556,024.00	09/07/2022	-1,017.00	555,007.00
85	5110	40184	HEALTH	10-50-5100-5110-000-40184	Life Insurance	1,545.00	09/07/2022	-3.00	1,542.00
86	5156	40121	WIC-BREASTFEEDING PROMOTION	10-50-5100-5156-000-40121	SALARIES	.00	09/07/2022	8,859.00	8,859.00
87	5156	40181	WIC-BREASTFEEDING PROMOTION	10-50-5100-5156-000-40181	SOCIAL SECURITY	.00	09/07/2022	1,149.00	1,149.00
88	5156	40182	WIC-BREASTFEEDING PROMOTION	10-50-5100-5156-000-40182	RETIREMENT	.00	09/07/2022	1,279.00	1,279.00
89	5156	40183	WIC-BREASTFEEDING PROMOTION	10-50-5100-5156-000-40183	HOSPITAL INSURANCE	.00	09/07/2022	1,017.00	1,017.00
90	5156	40184	WIC-BREASTFEEDING PROMOTION	10-50-5100-5156-000-40184	Life Insurance	.00	09/07/2022	3.00	3.00
91	5110	40121	HEALTH	10-50-5100-5110-000-40121	SALARIES	2,858,470.00	09/07/2022	-114,718.00	2,743,752.00
92	5110	40181	HEALTH	10-50-5100-5110-000-40181	SOCIAL SECURITY	219,821.00	09/07/2022	-8,776.00	211,045.00
93	5110	40182	HEALTH	10-50-5100-5110-000-40182	RETIREMENT	341,627.00	09/07/2022	-13,985.00	327,642.00
94	5110	40183	HEALTH	10-50-5100-5110-000-40183	HOSPITAL INSURANCE	556,024.00	09/07/2022	-29,493.00	526,531.00
95	5110	40184	HEALTH	10-50-5100-5110-000-40184	Life Insurance	1,545.00	09/07/2022	-79.00	1,466.00
96	5155	40121	WIC-NUTRITION EDUCATION	10-50-5100-5155-000-40121	SALARIES	.00	09/07/2022	114,718.00	114,718.00
97	5155	40181	WIC-NUTRITION EDUCATION	10-50-5100-5155-000-40181	SOCIAL SECURITY	.00	09/07/2022	8,776.00	8,776.00

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LN	ORG	OBJECT	ORG DESCRIPTION	ACCOUNT	ACCOUNT DESCRIPTION	PREV BUDGET	EFF DATE	BUDGET CHANGE	AMENDED BUDGET
98	5155	40182	WIC-NUTRITION EDUCATION	10-50-5100-5155-000-40182	RETIREMENT	.00	09/07/2022	13,985.00	13,985.00
99	5155	40183	WIC-NUTRITION EDUCATION	10-50-5100-5155-000-40183	HOSPITAL INSURANCE	.00	09/07/2022	29,493.00	29,493.00
100	5155	40184	WIC-NUTRITION EDUCATION	10-50-5100-5155-000-40184	Life Insurance	.00	09/07/2022	79.00	79.00
101	5110	40121	HEALTH	10-50-5100-5110-000-40121	SALARIES	2,858,470.00	09/07/2022	-25,000.00	2,833,470.00
102	5110	40181	HEALTH	10-50-5100-5110-000-40181	SOCIAL SECURITY	219,821.00	09/07/2022	-1,915.00	217,906.00
103	5110	40182	HEALTH	10-50-5100-5110-000-40182	RETIREMENT	341,627.00	09/07/2022	-2,050.00	339,577.00
104	5110	40183	HEALTH	10-50-5100-5110-000-40183	HOSPITAL INSURANCE	556,024.00	09/07/2022	-4,364.00	551,660.00
105	5110	40184	HEALTH	10-50-5100-5110-000-40184	Life Insurance	1,545.00	09/07/2022	-25.00	1,520.00
106	5154	40121	COMMUNITY HEALTH PROMOTION	10-50-5100-5154-000-40121	SALARIES	.00	09/07/2022	25,000.00	25,000.00
107	5154	40181	COMMUNITY HEALTH PROMOTION	10-50-5100-5154-000-40181	SOCIAL SECURITY	.00	09/07/2022	1,915.00	1,915.00
108	5154	40182	COMMUNITY HEALTH PROMOTION	10-50-5100-5154-000-40182	RETIREMENT	.00	09/07/2022	2,050.00	2,050.00
109	5154	40183	COMMUNITY HEALTH PROMOTION	10-50-5100-5154-000-40183	HOSPITAL INSURANCE	.00	09/07/2022	4,364.00	4,364.00
110	5154	40184	COMMUNITY HEALTH PROMOTION	10-50-5100-5154-000-40184	Life Insurance	.00	09/07/2022	25.00	25.00
111	5110	40121	HEALTH	10-50-5100-5110-000-40121	SALARIES	2,858,470.00	09/07/2022	-545,000.00	2,313,470.00
112	5110	40181	HEALTH	10-50-5100-5110-000-40181	SOCIAL SECURITY	219,821.00	09/07/2022	-40,000.00	179,821.00

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
113	5110	40182		HEALTH	10-50-5100-5110-000-40182	RETIREMENT	09/07/2022	341,627.00	-60,000.00	281,627.00
114	5110	40183		HEALTH	10-50-5100-5110-000-40183	HOSPITAL INSURANCE	09/07/2022	556,024.00	-97,000.00	459,024.00
115	5110	40184		HEALTH	10-50-5100-5110-000-40184	Life Insurance	09/07/2022	1,545.00	-250.00	1,295.00
116	5151	40121		PRIMARY CARE	10-50-5100-5151-000-40121	SALARIES	09/07/2022	.00	545,000.00	545,000.00
117	5151	40181		PRIMARY CARE	10-50-5100-5151-000-40181	SOCIAL SECURITY	09/07/2022	.00	40,000.00	40,000.00
118	5151	40182		PRIMARY CARE	10-50-5100-5151-000-40182	RETIREMENT	09/07/2022	.00	60,000.00	60,000.00
119	5151	40183		PRIMARY CARE	10-50-5100-5151-000-40183	HOSPITAL INSURANCE	09/07/2022	.00	97,000.00	97,000.00
120	5151	40184		PRIMARY CARE	10-50-5100-5151-000-40184	Life Insurance	09/07/2022	.00	250.00	250.00
121	5110	40121		HEALTH	10-50-5100-5110-000-40121	SALARIES	09/07/2022	2,858,470.00	-86,181.00	2,772,289.00
122	5110	40181		HEALTH	10-50-5100-5110-000-40181	SOCIAL SECURITY	09/07/2022	219,821.00	-7,508.00	212,313.00
123	5110	40182		HEALTH	10-50-5100-5110-000-40182	RETIREMENT	09/07/2022	341,627.00	-8,336.00	333,291.00
124	5110	40183		HEALTH	10-50-5100-5110-000-40183	HOSPITAL INSURANCE	09/07/2022	556,024.00	-14,835.00	541,189.00
125	5110	40184		HEALTH	10-50-5100-5110-000-40184	Life Insurance	09/07/2022	1,545.00	-28.00	1,517.00
126	5139	40121		PREGNANCY CARE MANAGEMENT	10-50-5100-5139-000-40121	SALARIES	09/07/2022	.00	86,181.00	86,181.00
127	5139	40181		PREGNANCY CARE MANAGEMENT	10-50-5100-5139-000-40181	SOCIAL SECURITY	09/07/2022	.00	7,508.00	7,508.00

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128	5139	40182		PREGNANCY CARE MANAGEMENT	10-50-5100-5139-000-40182	RETIREMENT	09/07/2022	.00	8,336.00	8,336.00
129	5139	40183		PREGNANCY CARE MANAGEMENT	10-50-5100-5139-000-40183	HOSPITAL INSURANCE	09/07/2022	.00	14,835.00	14,835.00
130	5139	40184		PREGNANCY CARE MANAGEMENT	10-50-5100-5139-000-40184	Life Insurance	09/07/2022	.00	28.00	28.00
131	5110	40121		HEALTH	10-50-5100-5110-000-40121	SALARIES	09/07/2022	2,858,470.00	-206,000.00	2,652,470.00
132	5110	40181		HEALTH	10-50-5100-5110-000-40181	SOCIAL SECURITY	09/07/2022	219,821.00	-15,000.00	204,821.00
133	5110	40182		HEALTH	10-50-5100-5110-000-40182	RETIREMENT	09/07/2022	341,627.00	-18,000.00	323,627.00
134	5110	40183		HEALTH	10-50-5100-5110-000-40183	HOSPITAL INSURANCE	09/07/2022	556,024.00	-30,000.00	526,024.00
135	5110	40184		HEALTH	10-50-5100-5110-000-40184	Life Insurance	09/07/2022	1,545.00	-100.00	1,445.00
136	5113	40121		COMMUNICABLE DISEASE	10-50-5100-5113-000-40121	SALARIES	09/07/2022	.00	206,000.00	206,000.00
137	5113	40181		COMMUNICABLE DISEASE	10-50-5100-5113-000-40181	SOCIAL SECURITY	09/07/2022	.00	15,000.00	15,000.00
138	5113	40182		COMMUNICABLE DISEASE	10-50-5100-5113-000-40182	RETIREMENT	09/07/2022	.00	18,000.00	18,000.00
139	5113	40183		COMMUNICABLE DISEASE	10-50-5100-5113-000-40183	HOSPITAL INSURANCE	09/07/2022	.00	30,000.00	30,000.00
140	5113	40184		COMMUNICABLE DISEASE	10-50-5100-5113-000-40184	Life Insurance	09/07/2022	.00	100.00	100.00
141	5110	40121		HEALTH	10-50-5100-5110-000-40121	SALARIES	09/07/2022	2,858,470.00	-91,425.00	2,767,045.00
142	5110	40181		HEALTH	10-50-5100-5110-000-40181	SOCIAL SECURITY	09/07/2022	219,821.00	-6,994.00	212,827.00

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION / ACCOUNT	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
143	5110	40182		HEALTH 10-50-5100-5110-000-40182	RETIREMENT	09/07/2022	341,627.00	-9,926.00	331,701.00
144	5110	40183		HEALTH 10-50-5100-5110-000-40183	HOSPITAL INSURANCE	09/07/2022	556,024.00	-19,832.00	536,192.00
145	5110	40184		HEALTH 10-50-5100-5110-000-40184	Life Insurance	09/07/2022	1,545.00	-53.00	1,492.00
146	5129	40121		COUNTY WELLNESS PROGRAM 10-50-5100-5129-000-40121	SALARIES	09/07/2022	.00	91,425.00	91,425.00
147	5129	40181		COUNTY WELLNESS PROGRAM 10-50-5100-5129-000-40181	SOCIAL SECURITY	09/07/2022	.00	6,994.00	6,994.00
148	5129	40182		COUNTY WELLNESS PROGRAM 10-50-5100-5129-000-40182	RETIREMENT	09/07/2022	.00	9,926.00	9,926.00
149	5129	40183		COUNTY WELLNESS PROGRAM 10-50-5100-5129-000-40183	HOSPITAL INSURANCE	09/07/2022	.00	19,832.00	19,832.00
150	5129	40184		COUNTY WELLNESS PROGRAM 10-50-5100-5129-000-40184	Life Insurance	09/07/2022	.00	53.00	53.00
151	5110	40121		HEALTH 10-50-5100-5110-000-40121	SALARIES	09/07/2022	2,858,470.00	-65,000.00	2,793,470.00
152	5110	40181		HEALTH 10-50-5100-5110-000-40181	SOCIAL SECURITY	09/07/2022	219,821.00	-5,000.00	214,821.00
153	5110	40182		HEALTH 10-50-5100-5110-000-40182	RETIREMENT	09/07/2022	341,627.00	-7,000.00	334,627.00
154	5110	40183		HEALTH 10-50-5100-5110-000-40183	HOSPITAL INSURANCE	09/07/2022	556,024.00	-12,000.00	544,024.00
155	5110	40184		HEALTH 10-50-5100-5110-000-40184	Life Insurance	09/07/2022	1,545.00	-25.00	1,520.00
156	5124	40121		TUBERCULOSIS 10-50-5100-5124-000-40121	SALARIES	09/07/2022	.00	65,000.00	65,000.00
157	5124	40181		TUBERCULOSIS 10-50-5100-5124-000-40181	SOCIAL SECURITY	09/07/2022	.00	5,000.00	5,000.00

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION / ACCOUNT	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
158	5124	40182		TUBERCULOSIS 10-50-5100-5124-000-40182	RETIREMENT	09/07/2022	.00	7,000.00	7,000.00
159	5124	40183		TUBERCULOSIS 10-50-5100-5124-000-40183	HOSPITAL INSURANCE	09/07/2022	.00	12,000.00	12,000.00
160	5124	40184		TUBERCULOSIS 10-50-5100-5124-000-40184	Life Insurance	09/07/2022	.00	25.00	25.00
161	5110	40121		HEALTH 10-50-5100-5110-000-40121	SALARIES	09/07/2022	2,858,470.00	-185,000.00	2,673,470.00
162	5110	40181		HEALTH 10-50-5100-5110-000-40181	SOCIAL SECURITY	09/07/2022	219,821.00	-13,000.00	206,821.00
163	5110	40182		HEALTH 10-50-5100-5110-000-40182	RETIREMENT	09/07/2022	341,627.00	-20,000.00	321,627.00
164	5110	40183		HEALTH 10-50-5100-5110-000-40183	HOSPITAL INSURANCE	09/07/2022	556,024.00	-32,000.00	524,024.00
165	5110	40184		HEALTH 10-50-5100-5110-000-40184	Life Insurance	09/07/2022	1,545.00	-100.00	1,445.00
166	5114	40121		IMMUNIZATIONS 10-50-5100-5114-000-40121	SALARIES	09/07/2022	.00	185,000.00	185,000.00
167	5114	40181		IMMUNIZATIONS 10-50-5100-5114-000-40181	SOCIAL SECURITY	09/07/2022	.00	13,000.00	13,000.00
168	5114	40182		IMMUNIZATIONS 10-50-5100-5114-000-40182	RETIREMENT	09/07/2022	.00	20,000.00	20,000.00
169	5114	40183		IMMUNIZATIONS 10-50-5100-5114-000-40183	HOSPITAL INSURANCE	09/07/2022	.00	32,000.00	32,000.00
170	5114	40184		IMMUNIZATIONS 10-50-5100-5114-000-40184	Life Insurance	09/07/2022	.00	100.00	100.00
					** JOURNAL TOTAL			0.00	

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

2023 03 8 09/07/2022 BUA 090622C 1 2

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	PREV BUDGET / EFF DATE	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER 2023 03	JOURNAL 8	EFF-DATE 09/07/2022		SRC BUA	JNL-DESC 090622C	ENTITY 1	AMEND 2	
1	5110 10-50-5100-5110-000-35187	35187		HEALTH	COVID PHRWF-Case Management	.00 09/07/2022	-250,000.00	-250,000.00
2	5186 10-50-5100-5186-000-40121	40121		COVID PHRWF-Case Management	SALARIES	.00 09/07/2022	110,000.00	110,000.00
3	5186 10-50-5100-5186-000-40181	40181		COVID PHRWF-Case Management	SOCIAL SECURITY	.00 09/07/2022	8,500.00	8,500.00
4	5186 10-50-5100-5186-000-40182	40182		COVID PHRWF-Case Management	RETIREMENT	.00 09/07/2022	6,500.00	6,500.00
5	5186 10-50-5100-5186-000-40183	40183		COVID PHRWF-Case Management	HOSPITAL INSURANCE	.00 09/07/2022	14,975.00	14,975.00
6	5186 10-50-5100-5186-000-40184	40184		COVID PHRWF-Case Management	Life Insurance	.00 09/07/2022	25.00	25.00
7	5186 10-50-5100-5186-000-41990	41990		COVID PHRWF-Case Management	PROFESSIONAL SERVICES	.00 09/07/2022	50,000.00	50,000.00
8	5186 10-50-5100-5186-000-42600	42600		COVID PHRWF-Case Management	OFFICE SUPPLIES	.00 09/07/2022	10,000.00	10,000.00
9	5186 10-50-5100-5186-000-42980	42980		COVID PHRWF-Case Management	PROGRAM SUPPLIES	.00 09/07/2022	23,000.00	23,000.00
10	5186 10-50-5100-5186-000-43110	43110		COVID PHRWF-Case Management	TRAVEL	.00 09/07/2022	25,000.00	25,000.00
11	5186 10-50-5100-5186-000-43210	43210		COVID PHRWF-Case Management	TELEPHONE	.00 09/07/2022	1,500.00	1,500.00
12	5186 10-50-5100-5186-000-43250	43250		COVID PHRWF-Case Management	POSTAGE	.00 09/07/2022	500.00	500.00
					** JOURNAL TOTAL		0.00	
YEAR-PER 2023 03	JOURNAL 9	EFF-DATE 09/07/2022		SRC BUA	JNL-DESC 090622C	ENTITY 1	AMEND 2	
1	4100 10-41-4100-0000-000-39969	39969		GENERAL FUND	FUND BALANCE	-2,774,940.19 09/07/2022	-373,421.61	-3,148,361.80

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	PREV BUDGET / EFF DATE	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER 2023 03	JOURNAL 9	EFF-DATE 09/07/2022		SRC BUA	JNL-DESC 090622C	ENTITY 1	AMEND 2	
2	5912 22-59-5900-5912-000-39969	39969		SCHOOL CAPITAL	FUND BALANCE APPROPRIATED	-979,273.00 09/07/2022	-250,901.90	-1,230,174.90
3	5900 10-59-5900-0000-000-46500	46500		Education	CONT TO CAP OUTLAY HS	200,000.00 09/07/2022	76,721.22	276,721.22
4	5900 10-59-5900-0000-000-46510	46510		Education	CONT TO CAP OUTLAY ELEM	50,000.00 09/07/2022	296,700.39	346,700.39
5	5912 22-59-5900-5912-000-40110	40110		SCHOOL CAPITAL	CAP IMPROVEMENTS TO SITES	440,045.00 09/07/2022	87,150.80	527,195.80
6	5912 22-59-5900-5912-000-40130	40130		SCHOOL CAPITAL	CAPITALVEHICLES	130,000.00 09/07/2022	163,751.10	293,751.10
					** JOURNAL TOTAL		0.00	
YEAR-PER 2023 03	JOURNAL 10	EFF-DATE 09/07/2022		SRC BUA	JNL-DESC 090622C	ENTITY 1	AMEND 2	
1	4100 10-41-4100-0000-000-38398	38398		GENERAL FUND	INSURANCE SETTLEMENTS Vehicle #891	.00 09/07/2022	-699.60	-699.60
2	4310 10-43-4310-0000-000-43530	43530		Sheriff	REPAIRS VEHICLES Vehicle #891	105,000.00 09/07/2022	699.60	105,699.60
					** JOURNAL TOTAL		0.00	
YEAR-PER 2023 03	JOURNAL 11	EFF-DATE 09/07/2022		SRC BUA	JNL-DESC 090622C	ENTITY 1	AMEND 2	
1	4310 10-43-4310-0000-000-34313	34313		Sheriff	FED SEIZED ASSETSJUSTICE	.00 09/07/2022	-112,389.16	-112,389.16
2	4310 10-43-4310-0000-000-34351-	34351		Sheriff	SCAAP GRANT	.00 09/07/2022	-15,693.00	-15,693.00
3	4319 10-43-4310-4319-000-42984	42984		FED SEIZED JUSTICE	PROGRAM SUPPLIESJUSTICE	.00 09/07/2022	112,389.16	112,389.16
4	4322 10-43-4310-4322-000-41990	41990		2016 SCAAP	PROFESSIONAL SERVICES	.00 09/07/2022	15,693.00	15,693.00
					** JOURNAL TOTAL		0.00	

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: chelsey.lanier

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	T	ACCOUNT DESC / LINE DESC	OB	DEBIT	CREDIT
2023 2 483											
	BUA 4100-38398	08/23/2022	090622C				T	INSURANCE SETTLEMENTS / Vehicle 928	5		5,905.25
	BUA 4310-43530	08/23/2022	090622C				T	REPAIRS VEHICLES / Vehicle 928	5	5,905.25	
								JOURNAL 2023/02/483 TOTAL		.00	.00
2023 3 3											
	BUA 5110-40121	09/07/2022	090622C				T	SALARIES	5		322,774.00
	BUA 5110-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5		24,319.00
	BUA 5110-40182	09/07/2022	090622C				T	RETIREMENT	5		38,751.00
	BUA 5110-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5		61,020.00
	BUA 5110-40184	09/07/2022	090622C				T	Life Insurance	5		163.00
	BUA 5111-40121	09/07/2022	090622C				T	SALARIES	5	296,977.00	
	BUA 5111-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5	20,000.00	
	BUA 5111-40182	09/07/2022	090622C				T	RETIREMENT	5	35,000.00	
	BUA 5111-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5	55,000.00	
	BUA 5111-40184	09/07/2022	090622C				T	Life Insurance	5	150.00	
	BUA 5111-41990	09/07/2022	090622C				T	PROFESSIONAL SERVICES	5	39,900.00	
								JOURNAL 2023/03/3 TOTAL		.00	.00
2023 3 4											
	BUA 5110-35157	09/07/2022	090622C				T	PEER BREASTFEEDING	5		36,090.00
	BUA 5166-40121	09/07/2022	090622C				T	SALARIES	5	21,512.40	
	BUA 5166-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5	1,645.70	
	BUA 5166-40182	09/07/2022	090622C				T	RETIREMENT	5	2,590.09	
	BUA 5166-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5	8,779.95	
	BUA 5166-40184							Life Insurance	5	5.00	

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	T	ACCOUNT DESC / LINE DESC	OB	DEBIT	CREDIT
		09/07/2022	090622C				T				
	BUA 5166-42980	09/07/2022	090622C				T	PROGRAM SUPPLIES	5	500.00	
	BUA 5166-42600	09/07/2022	090622C				T	OFFICE SUPPLIES	5	500.00	
	BUA 5166-43910	09/07/2022	090622C				T	MARKETING	5	500.00	
	BUA 5166-43250	09/07/2022	090622C				T	POSTAGE	5	56.86	
								JOURNAL 2023/03/4 TOTAL		.00	.00
2023 3 5											
	BUA 4100-39951	09/07/2022	090622C				T	FUND BAL CARRY FWD GRANTS	5		85,382.59
	BUA 5117-41990	09/07/2022	090622C				T	PROFESSIONAL SERVICES	5	10,640.00	
	BUA 5127-41990	09/07/2022	090622C				T	PROFESSIONAL SERVICES	5	4,205.19	
	BUA 5140-42980	09/07/2022	090622C				T	PROGRAM SUPPLIES	5	470.48	
	BUA 5141-40121	09/07/2022	090622C				T	SALARIES	5	23,958.44	
	BUA 5141-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5	1,836.83	
	BUA 5141-40182	09/07/2022	090622C				T	RETIREMENT	5	1,135.79	
	BUA 5141-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5	3,350.41	
	BUA 5141-40184	09/07/2022	090622C				T	Life Insurance	5	.75	
	BUA 5141-42013	09/07/2022	090622C				T	LAB PROCESSING	5	29,332.03	
	BUA 5141-42980	09/07/2022	090622C				T	PROGRAM SUPPLIES	5	1,500.00	
	BUA 5171-41990	09/07/2022	090622C				T	PROFESSIONAL SERVICES	5	7,443.57	
	BUA 5174-42980	09/07/2022	090622C				T	PROGRAM SUPPLIES	5	1,506.11	
	BUA 5174-43250	09/07/2022	090622C				T	POSTAGE	5	2.99	
	BUA 4100-39951	09/07/2022	090622C				T	FUND BAL CARRY FWD GRANTS	5		774.10
	BUA 5179-40121	09/07/2022	090622C				T	SALARIES	5	104.54	
	BUA 5179-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5	133.79	
	BUA 5179-40182							RETIREMENT	5	178.80	

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER JNL / SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	T	ACCOUNT DESC / LINE DESC	OB	DEBIT	CREDIT
	09/07/2022	090622C				T				
BUA 5179-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5	355.81	
BUA 5179-40184	09/07/2022	090622C				T	Life Insurance	5	1.16	
							JOURNAL 2023/03/5 TOTAL		.00	.00
2023 3 6										
BUA 4100-38398	09/07/2022	090622C				T	INSURANCE SETTLEMENTS / Vehicle 991	5		311.20
BUA 4310-43530	09/07/2022	090622C				T	REPAIRS VEHICLES / Vehicle 991	5	311.20	
							JOURNAL 2023/03/6 TOTAL		.00	.00
2023 3 7										
BUA 5110-40121	09/07/2022	090622C				T	SALARIES	5		119,131.00
BUA 5110-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5		9,114.00
BUA 5110-40182	09/07/2022	090622C				T	RETIREMENT	5		11,475.00
BUA 5110-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5		20,340.00
BUA 5110-40184	09/07/2022	090622C				T	Life Insurance	5		55.00
BUA 5173-40121	09/07/2022	090622C				T	SALARIES	5	119,131.00	
BUA 5173-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5	9,114.00	
BUA 5173-40182	09/07/2022	090622C				T	RETIREMENT	5	11,475.00	
BUA 5173-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5	20,340.00	
BUA 5173-40184	09/07/2022	090622C				T	Life Insurance	5	55.00	
BUA 5110-40121	09/07/2022	090622C				T	SALARIES	5		122,000.00
BUA 5110-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5		10,000.00
BUA 5110-40182	09/07/2022	090622C				T	RETIREMENT	5		15,000.00
BUA 5110-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5		23,000.00
BUA 5110-40184	09/07/2022	090622C				T	Life Insurance	5		75.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER JNL / SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	T	ACCOUNT DESC / LINE DESC	OB	DEBIT	CREDIT
BUA 5167-40121	09/07/2022	090622C				T	SALARIES	5	122,000.00	
BUA 5167-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5	10,000.00	
BUA 5167-40182	09/07/2022	090622C				T	RETIREMENT	5	15,000.00	
BUA 5167-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5	23,000.00	
BUA 5167-40184	09/07/2022	090622C				T	Life Insurance	5	75.00	
BUA 5110-40121	09/07/2022	090622C				T	SALARIES	5		121,000.00
BUA 5110-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5		9,727.00
BUA 5110-40182	09/07/2022	090622C				T	RETIREMENT	5		14,948.00
BUA 5110-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5		36,612.00
BUA 5110-40184	09/07/2022	090622C				T	Life Insurance	5		98.00
BUA 5165-40121	09/07/2022	090622C				T	SALARIES	5	121,000.00	
BUA 5165-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5	9,727.00	
BUA 5165-40182	09/07/2022	090622C				T	RETIREMENT	5	14,948.00	
BUA 5165-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5	36,612.00	
BUA 5165-40184	09/07/2022	090622C				T	Life Insurance	5	98.00	
BUA 5110-40121	09/07/2022	090622C				T	SALARIES	5		155,000.00
BUA 5110-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5		12,000.00
BUA 5110-40182	09/07/2022	090622C				T	RETIREMENT	5		17,000.00
BUA 5110-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5		30,000.00
BUA 5110-40184	09/07/2022	090622C				T	Life Insurance	5		75.00
BUA 5164-40121	09/07/2022	090622C				T	SALARIES	5	155,000.00	
BUA 5164-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5	12,000.00	
BUA 5164-40182	09/07/2022	090622C				T	RETIREMENT	5	17,000.00	
BUA 5164-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5	30,000.00	
BUA 5164-40184							Life Insurance	5	75.00	

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	T	ACCOUNT DESC / LINE DESC	OB	DEBIT	CREDIT
		09/07/2022	090622C				T				
BUA	5110-40121	09/07/2022	090622C				T	SALARIES	5		183,000.00
BUA	5110-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5		13,623.00
BUA	5110-40182	09/07/2022	090622C				T	RETIREMENT	5		20,000.00
BUA	5110-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5		38,000.00
BUA	5110-40184	09/07/2022	090622C				T	Life Insurance	5		105.00
BUA	5163-40121	09/07/2022	090622C				T	SALARIES	5	183,000.00	
BUA	5163-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5	13,623.00	
BUA	5163-40182	09/07/2022	090622C				T	RETIREMENT	5	20,000.00	
BUA	5163-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5	38,000.00	
BUA	5163-40184	09/07/2022	090622C				T	Life Insurance	5	105.00	
BUA	5110-40121	09/07/2022	090622C				T	SALARIES	5		37,118.00
BUA	5110-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5		2,605.00
BUA	5110-40182	09/07/2022	090622C				T	RETIREMENT	5		4,744.00
BUA	5110-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5		5,505.00
BUA	5110-40184	09/07/2022	090622C				T	Life Insurance	5		28.00
BUA	5162-40121	09/07/2022	090622C				T	SALARIES	5	37,118.00	
BUA	5162-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5	2,605.00	
BUA	5162-40182	09/07/2022	090622C				T	RETIREMENT	5	4,744.00	
BUA	5162-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5	5,505.00	
BUA	5162-40184	09/07/2022	090622C				T	Life Insurance	5	28.00	
BUA	5110-40121	09/07/2022	090622C				T	SALARIES	5		4,961.00
BUA	5110-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5		380.00
BUA	5110-40182	09/07/2022	090622C				T	RETIREMENT	5		605.00
BUA	5110-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5		1,526.00

Duplin County, NC

BUDGET AMENDMENT JOURNAL ENTRY PROOF

SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	T	ACCOUNT DESC / LINE DESC	OB	DEBIT	CREDIT
BUA	5110-40184	09/07/2022	090622C				T	Life Insurance	5		5.00
BUA	5161-40121	09/07/2022	090622C				T	SALARIES	5	4,961.00	
BUA	5161-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5	380.00	
BUA	5161-40182	09/07/2022	090622C				T	RETIREMENT	5	605.00	
BUA	5161-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5	1,526.00	
BUA	5161-40184	09/07/2022	090622C				T	Life Insurance	5	5.00	
BUA	5110-40121	09/07/2022	090622C				T	SALARIES	5		6,003.00
BUA	5110-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5		460.00
BUA	5110-40182	09/07/2022	090622C				T	RETIREMENT	5		732.00
BUA	5110-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5		1,526.00
BUA	5110-40184	09/07/2022	090622C				T	Life Insurance	5		5.00
BUA	5157-40121	09/07/2022	090622C				T	SALARIES	5	6,003.00	
BUA	5157-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5	460.00	
BUA	5157-40182	09/07/2022	090622C				T	RETIREMENT	5	732.00	
BUA	5157-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5	1,526.00	
BUA	5157-40184	09/07/2022	090622C				T	Life Insurance	5	5.00	
BUA	5110-40121	09/07/2022	090622C				T	SALARIES	5		8,859.00
BUA	5110-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5		1,149.00
BUA	5110-40182	09/07/2022	090622C				T	RETIREMENT	5		1,279.00
BUA	5110-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5		1,017.00
BUA	5110-40184	09/07/2022	090622C				T	Life Insurance	5		3.00
BUA	5156-40121	09/07/2022	090622C				T	SALARIES	5	8,859.00	
BUA	5156-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5	1,149.00	
BUA	5156-40182	09/07/2022	090622C				T	RETIREMENT	5	1,279.00	
BUA	5156-40183							HOSPITAL INSURANCE	5	1,017.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

SRC	ACCOUNT	EFF DATE	JNL DESC	T	ACCOUNT DESC / LINE DESC	OB	DEBIT	CREDIT
		09/07/2022	090622C	T				
BUA	5156-40184	09/07/2022	090622C	T	Life Insurance	5	3.00	
BUA	5110-40121	09/07/2022	090622C	T	SALARIES	5		114,718.00
BUA	5110-40181	09/07/2022	090622C	T	SOCIAL SECURITY	5		8,776.00
BUA	5110-40182	09/07/2022	090622C	T	RETIREMENT	5		13,985.00
BUA	5110-40183	09/07/2022	090622C	T	HOSPITAL INSURANCE	5		29,493.00
BUA	5110-40184	09/07/2022	090622C	T	Life Insurance	5		79.00
BUA	5155-40121	09/07/2022	090622C	T	SALARIES	5	114,718.00	
BUA	5155-40181	09/07/2022	090622C	T	SOCIAL SECURITY	5	8,776.00	
BUA	5155-40182	09/07/2022	090622C	T	RETIREMENT	5	13,985.00	
BUA	5155-40183	09/07/2022	090622C	T	HOSPITAL INSURANCE	5	29,493.00	
BUA	5155-40184	09/07/2022	090622C	T	Life Insurance	5	79.00	
BUA	5110-40121	09/07/2022	090622C	T	SALARIES	5		25,000.00
BUA	5110-40181	09/07/2022	090622C	T	SOCIAL SECURITY	5		1,915.00
BUA	5110-40182	09/07/2022	090622C	T	RETIREMENT	5		2,050.00
BUA	5110-40183	09/07/2022	090622C	T	HOSPITAL INSURANCE	5		4,364.00
BUA	5110-40184	09/07/2022	090622C	T	Life Insurance	5		25.00
BUA	5154-40121	09/07/2022	090622C	T	SALARIES	5	25,000.00	
BUA	5154-40181	09/07/2022	090622C	T	SOCIAL SECURITY	5	1,915.00	
BUA	5154-40182	09/07/2022	090622C	T	RETIREMENT	5	2,050.00	
BUA	5154-40183	09/07/2022	090622C	T	HOSPITAL INSURANCE	5	4,364.00	
BUA	5154-40184	09/07/2022	090622C	T	Life Insurance	5	25.00	
BUA	5110-40121	09/07/2022	090622C	T	SALARIES	5		545,000.00
BUA	5110-40181	09/07/2022	090622C	T	SOCIAL SECURITY	5		40,000.00
BUA	5110-40182	09/07/2022	090622C	T	RETIREMENT	5		60,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

SRC	ACCOUNT	EFF DATE	JNL DESC	T	ACCOUNT DESC / LINE DESC	OB	DEBIT	CREDIT
BUA	5110-40183	09/07/2022	090622C	T	HOSPITAL INSURANCE	5		97,000.00
BUA	5110-40184	09/07/2022	090622C	T	Life Insurance	5		250.00
BUA	5151-40121	09/07/2022	090622C	T	SALARIES	5	545,000.00	
BUA	5151-40181	09/07/2022	090622C	T	SOCIAL SECURITY	5	40,000.00	
BUA	5151-40182	09/07/2022	090622C	T	RETIREMENT	5	60,000.00	
BUA	5151-40183	09/07/2022	090622C	T	HOSPITAL INSURANCE	5	97,000.00	
BUA	5151-40184	09/07/2022	090622C	T	Life Insurance	5	250.00	
BUA	5110-40121	09/07/2022	090622C	T	SALARIES	5		86,181.00
BUA	5110-40181	09/07/2022	090622C	T	SOCIAL SECURITY	5		7,508.00
BUA	5110-40182	09/07/2022	090622C	T	RETIREMENT	5		8,336.00
BUA	5110-40183	09/07/2022	090622C	T	HOSPITAL INSURANCE	5		14,835.00
BUA	5110-40184	09/07/2022	090622C	T	Life Insurance	5		28.00
BUA	5139-40121	09/07/2022	090622C	T	SALARIES	5	86,181.00	
BUA	5139-40181	09/07/2022	090622C	T	SOCIAL SECURITY	5	7,508.00	
BUA	5139-40182	09/07/2022	090622C	T	RETIREMENT	5	8,336.00	
BUA	5139-40183	09/07/2022	090622C	T	HOSPITAL INSURANCE	5	14,835.00	
BUA	5139-40184	09/07/2022	090622C	T	Life Insurance	5	28.00	
BUA	5110-40121	09/07/2022	090622C	T	SALARIES	5		206,000.00
BUA	5110-40181	09/07/2022	090622C	T	SOCIAL SECURITY	5		15,000.00
BUA	5110-40182	09/07/2022	090622C	T	RETIREMENT	5		18,000.00
BUA	5110-40183	09/07/2022	090622C	T	HOSPITAL INSURANCE	5		30,000.00
BUA	5110-40184	09/07/2022	090622C	T	Life Insurance	5		100.00
BUA	5113-40121	09/07/2022	090622C	T	SALARIES	5	206,000.00	
BUA	5113-40181	09/07/2022	090622C	T	SOCIAL SECURITY	5	15,000.00	
BUA	5113-40182				RETIREMENT	5	18,000.00	

Duplin County, NC

BUDGET AMENDMENT JOURNAL ENTRY PROOF

SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3		ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
		09/07/2022	090622C				T					
BUA	5113-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5		30,000.00	
BUA	5113-40184	09/07/2022	090622C				T	Life Insurance	5		100.00	
BUA	5110-40121	09/07/2022	090622C				T	SALARIES	5			91,425.00
BUA	5110-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5			6,994.00
BUA	5110-40182	09/07/2022	090622C				T	RETIREMENT	5			9,926.00
BUA	5110-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5			19,832.00
BUA	5110-40184	09/07/2022	090622C				T	Life Insurance	5			53.00
BUA	5129-40121	09/07/2022	090622C				T	SALARIES	5		91,425.00	
BUA	5129-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5		6,994.00	
BUA	5129-40182	09/07/2022	090622C				T	RETIREMENT	5		9,926.00	
BUA	5129-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5		19,832.00	
BUA	5129-40184	09/07/2022	090622C				T	Life Insurance	5		53.00	
BUA	5110-40121	09/07/2022	090622C				T	SALARIES	5			65,000.00
BUA	5110-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5			5,000.00
BUA	5110-40182	09/07/2022	090622C				T	RETIREMENT	5			7,000.00
BUA	5110-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5			12,000.00
BUA	5110-40184	09/07/2022	090622C				T	Life Insurance	5			25.00
BUA	5124-40121	09/07/2022	090622C				T	SALARIES	5		65,000.00	
BUA	5124-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5		5,000.00	
BUA	5124-40182	09/07/2022	090622C				T	RETIREMENT	5		7,000.00	
BUA	5124-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5		12,000.00	
BUA	5124-40184	09/07/2022	090622C				T	Life Insurance	5		25.00	
BUA	5110-40121	09/07/2022	090622C				T	SALARIES	5			185,000.00
BUA	5110-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5			13,000.00

Duplin County, NC

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
BUA	5110-40182	09/07/2022	090622C				T	RETIREMENT	5			20,000.00
BUA	5110-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5			32,000.00
BUA	5110-40184	09/07/2022	090622C				T	Life Insurance	5			100.00
BUA	5114-40121	09/07/2022	090622C				T	SALARIES	5		185,000.00	
BUA	5114-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5		13,000.00	
BUA	5114-40182	09/07/2022	090622C				T	RETIREMENT	5		20,000.00	
BUA	5114-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5		32,000.00	
BUA	5114-40184	09/07/2022	090622C				T	Life Insurance	5		100.00	
								JOURNAL 2023/03/7	TOTAL		.00	.00
2023 3 8												
BUA	5110-35187	09/07/2022	090622C				T	COVID PHRWF-Case Management	5			250,000.00
BUA	5186-40121	09/07/2022	090622C				T	SALARIES	5		110,000.00	
BUA	5186-40181	09/07/2022	090622C				T	SOCIAL SECURITY	5		8,500.00	
BUA	5186-40182	09/07/2022	090622C				T	RETIREMENT	5		6,500.00	
BUA	5186-40183	09/07/2022	090622C				T	HOSPITAL INSURANCE	5		14,975.00	
BUA	5186-40184	09/07/2022	090622C				T	Life Insurance	5		25.00	
BUA	5186-41990	09/07/2022	090622C				T	PROFESSIONAL SERVICES	5		50,000.00	
BUA	5186-42600	09/07/2022	090622C				T	OFFICE SUPPLIES	5		10,000.00	
BUA	5186-42980	09/07/2022	090622C				T	PROGRAM SUPPLIES	5		23,000.00	
BUA	5186-43110	09/07/2022	090622C				T	TRAVEL	5		25,000.00	
BUA	5186-43210	09/07/2022	090622C				T	TELEPHONE	5		1,500.00	
BUA	5186-43250	09/07/2022	090622C				T	POSTAGE	5		500.00	
								JOURNAL 2023/03/8	TOTAL		.00	.00

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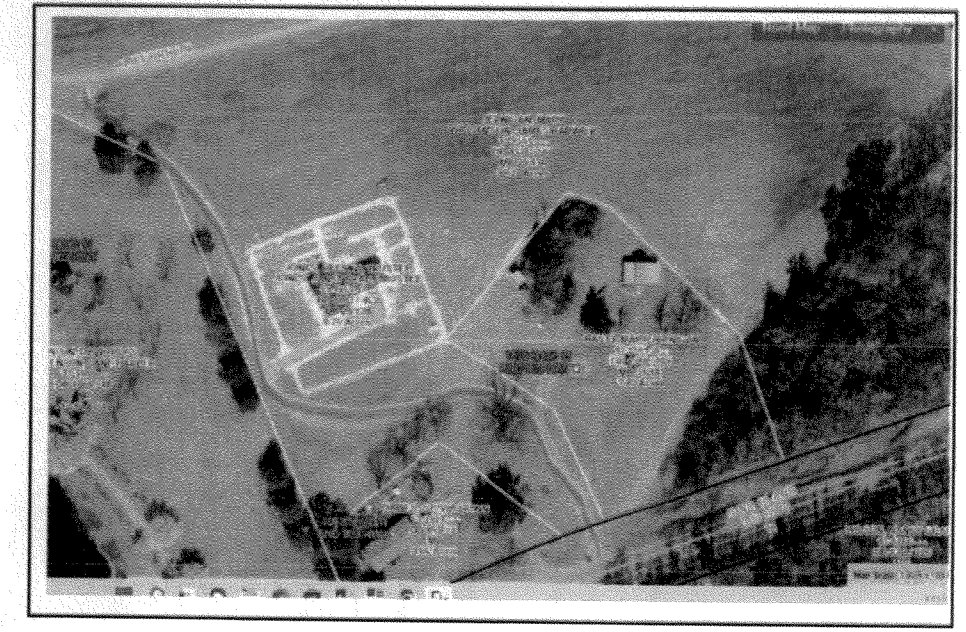
BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER JNL / SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	T	ACCOUNT DESC / LINE DESC	OB	DEBIT	CREDIT
2023 3 9										
BUA 4100-39969	09/07/2022	090622C				T	FUND BALANCE	5		373,421.61
BUA 5912-39969	09/07/2022	090622C				T	FUND BALANCE APPROPRIATED	5		250,901.90
BUA 5900-46500	09/07/2022	090622C				T	CONT TO CAP OUTLAY HS	5	76,721.22	
BUA 5900-46510	09/07/2022	090622C				T	CONT TO CAP OUTLAY ELEM	5	296,700.39	
BUA 5912-40110	09/07/2022	090622C				T	CAP IMPROVEMENTS TO SITES	5	87,150.80	
BUA 5912-40130	09/07/2022	090622C				T	CAPITALVEHICLES	5	163,751.10	
							JOURNAL 2023/03/9 TOTAL		.00	.00
2023 3 10										
BUA 4100-38398	09/07/2022	090622C				T	INSURANCE SETTLEMENTS / Vehicle #891	5		699.60
BUA 4310-43530	09/07/2022	090622C				T	REPAIRS VEHICLES / Vehicle #891	5	699.60	
							JOURNAL 2023/03/10 TOTAL		.00	.00
2023 3 11										
BUA 4310-34313	09/07/2022	090622C				T	FED SEIZED ASSETSJUSTICE	5		112,389.16
BUA 4310-34351	09/07/2022	090622C				T	SCAAP GRANT	5		15,693.00
BUA 4319-42984	09/07/2022	090622C				T	PROGRAM SUPPLIESJUSTICE	5	112,389.16	
BUA 4322-41990	09/07/2022	090622C				T	PROFESSIONAL SERVICES	5	15,693.00	
							JOURNAL 2023/03/11 TOTAL		.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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



DUPLIN COUNTY ADDRESSING DEPARTMENT
209 SEMINARY ST / PO BOX 950
KENANSVILLE NC 28349

DUPLIN COUNTY

ROAD NAME PETITION for UNNAMED ROAD

1. **APPLICANT INFORMATION:**
   - Name: Mary Jernigan
   - Address: 1079 Hwy 11 & 903 N.
   - City/State/Zip: Kenansville, N.C. 28349
   - Telephone: Work: N/A Home: Cell. 910-
2. **MAIL DETERMINATON TO (If different than applicant information):**
   - Name:
   - Address:
   - City/State/Zip:
3. **ROAD LOCATION:** Township Kenansville Range
   - DESCRIPTION: lot on 11 & 903 Hwy 1000 Block
4. **PARCEL TAX-ID:** 13-1551
5. **PROPOSED ROAD NAME:**
   - BACKUP NAME 1: Hickory Hill Ln
   - BACKUP NAME 2: Pecan Lane
   - (NAME SHOULD BE LESS THAN 13 LETTERS)
6. **SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:**

Land Owner Signature	Parcel
Janet Jones	
Robert Earl Price	
Mary Jernigan	
Jamie Williams	

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

Applicant's Signature: Mary Jenings

Fire Department Approval:

Signature: Matthew B

Print or type name: MATTHEW BARWICK (for ROBERT WHITMAN)

Department Name: KENANSVILLE FD

USPS Approval:

Signature: Rayl PC

Print or type name: Raymond P Archer

Department Name: Postmaster

Date: 8-1-22

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2021-069-3201-2587** ("LBC," which is incorporated by reference herein), the undersigned borrower[s] (the "Owner") jointly and severally promise[s] to pay to lender **Duplin County** or its assigns (together, the "Governmental Unit") or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce ("Commerce"), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan ("Loan") funds under the LBC up to and including **$150,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney's fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

311 Southeast Railroad St
Wallace, NC 28466

in **Duplin** County, North Carolina (the "Property"); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a "Project"; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the "Business" must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys' fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

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The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31st day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVUDALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: SEPTEMBER 16th, 20 22

If by Individual: ______

Signature: Dexter B Edwards [SEAL]

Printed Name: DEXTER B. EDWARDS

Dated as of: August 23, 20 22

If by Entity: Kemon NC LLC

Signature: Germain Montagner [SEAL]

Printed Name: Germain Montagner

Name of Taxpayer: eGourmet Solutions Inc.

Address: 311 SE Railroad St

City: Wallace State: NC Zip: 28466 Phone: 8163968741

NC Unemployment Insurance Acct #: ____________ Fed Tax ID #: 20-1007466

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to **Duplin County** ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.

Germain Montagner

Signature Chief Financial Officer or Other Authorized Company Official

Germain Montagner, Managing Member

Print Name, Title

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, **Kemon NC LLC, a Delaware limited liability company**, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

☐ The Governmental Unit will secure the funds with a Deed of Trust listing **Duplin County** as the beneficiary in the amount of **$150,000.00**.

☐ **Duplin County** ("Governmental Unit") has elected NOT to secure with a deed of trust on the subject property the **$150,000.00** in grant funds awarded by the North Carolina Department of Commerce ("Commerce") for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner's failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name:	**Duplin County**
By (Signature):	Dexter B. Edwards
Printed Name:	DEXTER B. EDWARDS
Title:	CHAIRMAN BOCC
Date:	SEPTEMBER 6th 2022

17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the Governmental Unit: Attn: __________

To the Owner: Attn: Germain Montagner
1601 Fairfax Trafficway
Kansas City, KS 66115
gmontagner@egourmetsolutions.com

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.

19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.

20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.

21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name: DUPLIN COUNTY GOVERNMENT

Signature: [signature] [SEAL]

DUPLIN 1750 NORTH CAROLINA

Printed Name: DEXTER B. EDWARDS

Title: BOCC CHAIRMAN

Owner Name: Kemon NC LLC

Signature: Germain Montagner [SEAL]

Printed Name: Germain Montagner

Title: Managing Member

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NORTH CAROLINA
DEPARTMENT of COMMERCE

Roy Cooper
GOVERNOR

Machelle Sanders
SECRETARY

August 25, 2022

Ms. Carrie Shields
Director
Duplin County EDC
260 Airport Road
Kenansville, NC 28349

SUBJECT: One NC Fund Grant – Project No. 2022-30278
Local Government Grant Agreement & Company Performance Agreement
County of Duplin/Warsawing Cabinets, LLC

Dear Ms. Shields:

A copy of the Terms of the One NC Grant, the Local Government Grant Agreement and the Company Performance Agreement for the above project are enclosed. The Local Government Grant Agreement and Company Performance Agreement need to be executed by the County Manager, or Commissioner. Return by email one of each to my attention and keep a set for your file.

When I receive the original executed agreements, copies will be sent to the company. Please note: before funds can be disbursed, all requirements as stated in the Company Performance Agreement must be met.

A copy of the Local Government Disbursement Certification form (Exhibit A) is enclosed. It will need to be completed and returned to me when requesting a disbursement.

The grant is subject to the requirement that the local government provide the Department of Commerce a copy of the agreement listing the company governing the local incentive for the project. **Please submit, along with your executed Company Performance Agreement and Local Government Grant Agreement, a copy of your Local Government Incentive Agreement with Warsawing Cabinets, LLC and agreements regarding any other North Carolina incentive given.**

Should you have questions regarding the grant funding process please call me at 919-608-9016 or email kstagg@commerce.nc.gov. Email the agreements to my attention. Thank you.

Sincerely,
DocuSigned by:
Kenny Stagg
Kenny Stagg

Enclosures

Terms of One NC Grant

Local Government: County of Duplin
Project Company: Warsawing Cabinets, LLC d/b/a Design Mode Cabinetry
Grant Amount: $425,000

Guarantor	1st Choice Cabinetry, LLC
Project Description	Design, manufacture and distribute cabinets.
Facility Location	1632 West Wards Bridge Road
Grant Period	5 years beginning June 15, 2022
Grant End Date	June 15, 2027
Target New Jobs (goal)	139
Target New Investment (goal)	$13,550,000
Required New Jobs (required for full grant)	125
Required New Investment (required for full grant)	$12,195,000
Average weekly wage for all full-time jobs (Wage Standard)	$752
Retained Jobs, if any	NA
Closeout	The earlier of when performance is complete, or the Grant End Date

Other Requirements

- Health insurance for all fulltime jobs
- Use grant proceeds for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings, or for new or proposed buildings to be used for manufacturing and industrial operations.
- Must provide verification that Project has received all environmental permits.
- The grant is subject to the requirement that the Local Government deliver to the Department of Commerce a copy of the agreement with the Company governing the local incentives to be provided for the Project.

- By no later than February 1 following the end of each year during the later of the end of the Grant Performance Period or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the Grant, the Company will submit a report to the DOC in the form of Exhibit B, documenting the Local Government contribution of eligible matching funds, through the just completed calendar year, and a copy of the Company's fourth calendar quarter performance, ending December 31. In addition, during the Grant Period, the Company shall provide a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30).

Disbursement of Grant

4 installments equal to 25% of grant each, on demonstration of creation of:

- 25% of Target New Jobs
- 50% of Target New Jobs
- 75% of Target New Jobs
- Required New Jobs and Required Investment

and evidence of making Statutorily Qualifying Expenditures, Environmental Permits, and Retained Jobs (if required, as set forth above).

Obligation to Repay Grant

- Failure to provide required health insurance
- Failure to achieve Wage Standard
- Ceasing project operations
- Failure to maintain jobs for the requisite time beyond Closeout (1-2 years depending on Closeout timing)

Adjustments to Grant at Closeout

- If Closeout occurs on the date five years from the date of the Grant award and the Company has failed to:
    - Create and retain Required New Jobs, or
    - Make statutorily qualifying expenses equal to 100% of the grant, or
    - Make the Required Investment

  the amount of the Grant will be reduced on a pro rata basis to reflect the percentage by which the Company failed to meet its performance goals.

  To the extent the amount of the reduced Grant is *less* than the amount that has been previously disbursed, the Company must reimburse DOC for the difference.

NORTH CAROLINA
DUPLIN COUNTY

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 18th day of August 2022, by and between the **COUNTY of DUPLIN**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and, INSIGHT PLANNING & DEVELOPMENT, LLC 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.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.

2. **TERM OF CONTRACT.** The Term of this Contract for Services is from September 1, 2022 to April 1, 2023 unless sooner terminated as provided herein.

3. **PAYMENT TO CONTRACTOR.** The COUNTY agrees to pay the CONSULTANT an amount not to exceed five thousand dollars ($5,000.00) for services rendered. Payments shall be paid in monthly installments based on the Fee Schedule in "Attachment 2" which is hereby incorporated by reference and made a part of this Contract. The CONSULTANT updates its Fee Schedule once a year in January, and hourly rates stated in the Contract may be increased annually; however, the contract not-to-exceed fee will not be increased.

   The CONSULTANT will document all monthly invoices with timesheets for project administration time and will submit monthly status reports by task as outlined in Attachment 1 for work performed during the previous month.

4. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

   CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **INSURANCE AND INDEMNITY.** 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 shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

$1,000,000 per occurrence /$2,000,000 aggregate --- Bodily Injury Liability, and
$100,000 --- Property Damage Liability, or
$1,000,000 per occurrence /$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

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

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

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

9. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination 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.

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** **224 SEMINARY ST** **KENANSVILLE, NC**	**CONTRACTOR:** **ATTN: C. RYAN COX, PRESIDENT** **5030 NEW CENTRE DRIVE, SUITE A** **WILMINGTON, NC 28403**

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

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

21. **ANNUAL APPROPRIATIONS AND FUNDING.** This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

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

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

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

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

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

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

Reviewed by Department Head

Date Reviewed: ____________

CONTRACTOR
By: C Ryan Cox
Printed Name: C Ryan Cox
Title: President

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act
Tracy Chestnutt
Duplin County Finance Officer

DUPLIN COUNTY
By: Dexter B. Edwards
Printed Name: DEXTER B. EDWARDS
Title: BOCC CHAIRMAN

ATTACHMENT 1 and 2" to follow

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ATTACHMENT 1
Scope of Services

1) Processing of rezoning petitions, including preparation of advertising.
2) Processing of petitions for variances and appeals to the Board of Adjustment, including the preparation of advertising.
3) Review and approval of site plans
4) Attendance at Planning Board, Board of Adjustment, and Board of Commissioners meetings as required/requested.
5) Consultation on minor planning-related ordinance revisions.
6) Assistance with long-range planning projects, including any meetings.
7) GIS services related to planning functions.
8) Preparation of grant applications.

ATTACHMENT 2
FEE SCHEDULE

The CONSULTANT bills on an hourly basis, based on actual hours worked on the project. Invoices will indicate number of hours worked by position in the table below and per task as outlined in ATTACHMENT 1.

Position	Hourly Rate
Principal	$140
Principal Planner	$125
Municipal Planner	$115
GIS Technician	$70
Community Development Director	$125
Community Development Planner	$115
Construction Manager	$100
Compliance/Environmental Specialist	$100
Program Administrator	$95
Administrative/Clerical Staff	$65

DESIGN-BUILD AGREEMENT

PART I

(PRE-CONSTRUCTION SERVICES)

THIS DESIGN-BUILD AGREEMENT PART I (Pre-Construction Services) (the "Agreement") is made and effective as of this day ________ between

THE CONTRACTOR: DANIELS & DANIELS CONSTRUCTION COMPANY, INC.
P.O. Box 10337
Goldsboro, NC, 27532
Phone 919-778-4525
Fax 919-778-6850

and

THE OWNER: Duplin County
P.O. Box 950
Kenansville, NC 28349
Phone 910-296-2100

THE PROJECT: Services to the Aged and Veterans Services Facility

Location: 77.981 longitude and 34.951 latitude in Kenansville, NC

Description: Please refer to Second Request for Qualification issued by the Owner on June 8, 2022 along with the Contractor's responses thereto (attached). This agreement is for the programming portion of the pre-construction only, specifically to assess current and projected needs of Duplin County Services to the Aged and Veterans Services departments. This will include space needs, functional relationship and priorities for the project, with interior and exterior spaces.

Article 1
Contractor Responsibilities and Services

INITIAL

1. Contractor shall review the Owner's Program or assist the Owner in preparation of the Program to determine the Project requirements and assess current and projected needs of the Duplin County Services to the Aged and Veterans Services departments. Contractor's review shall also provide to the Owner preliminary evaluation of the site with regard to access, traffic, drainage, parking, building placement and other considerations affecting the building, as well as information regarding the applicable governmental laws, regulations and requirements. Contractor shall review the Owner's existing test reports, but will not be required to undertake any independent testing, nor be required to furnish types of information derived from such testing in its preliminary evaluation, unless requested by the Owner. Contractor shall also propose alternative architectural, civil, structural, mechanical, electrical and other systems for review by the Owner in accordance with the Owner's requirements in terms of cost, technology, quality and speed of delivery. Based upon its review and verification of the Owner's Program and other relevant information, Contractor shall provide a preliminary evaluation of the Project's feasibility for the Owner's acceptance. Contractor's preliminary evaluation shall specifically identify any deviations from the Owner's Program.

Article 2
Owner's Responsibilities

1. The Owner shall provide full information in a timely manner regarding requirements for the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria. Owner shall throughout the performance of this Agreement cooperate with Contractor. Owner shall perform its responsibilities, obligations and services, including its reviews and approvals of Contractor's submissions, in a timely manner so as not to delay or interfere with Contractor's performance of its obligations under this Agreement.

2. The Owner shall establish and update an overall budget for the Project, including reasonable contingencies. This budget shall not constitute the contract sum.

3. The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by Contractor in order to avoid unreasonable delay in the orderly and sequential progress of Contractor's services. The Owner's initial authorized representative shall be:

   ______Davis Brinson______________________________
   _______P.O. Box 950 Kenansville, NC
   28349___________________________
   _______________910-296-2100______________________

4. The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades, and lines of streets,

INITIAL

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alleys, pavement, and adjoining property and structures, adjacent drainage, rights-of-way, restrictions, easements, encroachment, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees, and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

5. The Owner shall furnish the services of geotechnical engineers when such services are stipulated in this Agreement or deemed reasonably necessary by Contractor. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipated subsoil conditions. The services of geotechnical engineers or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

6. The Owner shall disclose, to the extent known to the Owner, the results and reports of prior test, inspection or investigations conducted for the Project involving: structural or mechanical systems' chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. The Owner shall disclose all information known to the Owner regarding the presence of pollutants at the Project's site.

7. The Owner shall promptly obtain easements, zoning variances and legal authorizations regarding site utilization where essential to the execution of the Owner's program.

8. Those services, information, surveys, and reports required by paragraphs 4 through 7 which are within the Owner's control shall be furnished at the Owner's expense, and Contractor shall be entitled to rely upon the accuracy and completeness thereof, except to the extent the Owner advises Contractor to the contrary in writing.

9. The Owner shall communicate with persons or entities employed or retained by Contractor through Contractor only, unless otherwise directed by Contractor.

Article 3
Ownership of Documents

1. Drawings, specifications, and other documents and electronic data furnished by Contractor are instruments of service ("Instruments of Service"). Contractor, or Contractor's Architect and other providers of professional services, shall retain all common law, statutory and other reserved rights, including copyrights in those Instruments of Service furnished by them. Drawings, specifications, and other documents and electronic data are furnished for use solely with respect to this Agreement. The Owner shall be permitted to retain copies, including reproducible copies, of the drawings, specifications, and other documents and electronic data furnished by Contractor for information and reference in connection with the Project only.

2. If the Part 2 Agreement is not executed, the Owner shall not use the drawings, specifications, and other documents and electronic data furnished by Contractor without the prior written permission of Contractor, which shall not be unreasonably withheld.

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3. The Owner's use of the Instruments of Service on other projects or on this Project without Contractor's written authorization and continued involvement is at the Owner's sole risk.

4. Contractor shall obtain from its Architect/Engineer, Subcontractors and consultants property rights and rights of use that correspond to the rights given by Contractor to the Owner in this Agreement.

5. If the Owner requires that the Owner and Contractor exchange documents and data in electronic or digital form, prior to any such exchange, the Owner and Contractor shall agree on a written protocol governing all exchanges.

Article 4
Compensation

1. Compensation for Contractor's programming services under this Agreement, as defined in Article 1 above, shall not exceed forty-five thousand dollars ($45,000), unless expressly authorized in writing by the Owner.

2. Payments for Contractor's programming services and any additional services agreed upon by Contractor and the Owner under this Agreement shall be made monthly based upon the value of the services performed during the previous calendar month. Unless otherwise specified, Contractor shall submit an itemized invoice to the Owner at the end of the month during which services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Agreement and must appear on all invoices and correspondence. Total cumulative payments under this Agreement shall not exceed twenty-five thousand dollars ($45,000).

3. Payments shall be due and payable upon the Owner's receipt of Contractor's Application for Payment and shall be late if not paid within thirty (30) days following the Owner's receipt of such Application for Payment.

4. For additional services, compensation shall be determined as follows:
_______Any additional services must be expressly authorized in writing by the Owner.

5. Reimbursable expenses ("Reimbursable Expenses") are in addition to compensation for basic and additional services, and include actual expenditures made by Contractor and its employees and agents in the interest of the Project. Reimbursable Expenses shall include, without limitation, the following expenses: N/A

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6. Compensation for Reimbursable Expenses shall be a multiple of (N/A) times the actual amounts expended. Compensation for Direct Personnel Expense shall be charged at Contractor's standard rates as established by Contractor from time to time. (N/A)

7. If the scope of the Project is changed materially, the amount of compensation may be equitably adjusted by mutual agreement of both parties.

8. The compensation set forth in this Agreement may be equitably adjusted, in the Owner's discretion, if through no fault of Contractor the services have not been completed within one hundred and twenty (120) days of the date of this Agreement.

9. If Contractor is delayed in the performance of services under this Agreement through no fault of Contractor, any applicable schedule shall be equitably adjusted.

Article 5
Termination of Agreement

1. This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail to perform substantially in accordance with its terms through no fault of the party initiating the termination.

2. The Owner may, without cause, order the Contractor to terminate, suspend, delay or interrupt the Project in whole or in part for such period of time as the Owner may determine.

3. In the event of termination not the fault of Contractor, Contractor shall be compensated for services performed through the termination date.

Article 6
Miscellaneous Provisions

1. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflict of laws provisions thereof. The parties to this Agreement irrevocably submit to the jurisdiction of any state or federal court sitting in Duplin County, North Carolina over any suit, action, or proceeding arising out of or relating to this Agreement. Each party to this Agreement irrevocably waives, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

2. The Owner and Contractor, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither the Owner nor Contractor shall assign this Agreement without the written consent of the other; provided, however, that nothing in this Agreement shall prohibit Contractor from subcontracting any portion of the services provided under this Agreement.

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3. Unless otherwise provided, neither the design for nor the cost of remediation of hazardous materials shall be the responsibility of Contractor. Contractor shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

4. This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Contractor.

5. The Owner and Contractor hereby waive and release each other from any and all consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

6. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor.

7. The Owner and the Contractor agree that the Contractor is an independent contractor and shall not represent itself as an agent or employee of the Owner for any purpose in the performance of duties under this Contract. Accordingly, the Contractor shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of activities performed 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.

8. The 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.

9. The Contractor shall at all times comply with the Duplin County Minority Business Participation Outreach Plan. Documentation substantiating compliance with the requirements of this program shall be delivered to the Owner.

10. The Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. The 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 the 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 the Owner, and the Contractor may be declared ineligible for further contracts.

11. To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless the Owner 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

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to court action) arising out of or resulting from the Contractor's performance of this Contract. This indemnification requirement shall survive the termination of this Contract.

12. The 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.
13. As a condition of payment for services rendered under this agreement, the Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the Contractor provides the services to the County utilizing a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.
14. The 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.
15. The 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.
16. The Contractor certifies that it is not delinquent on any taxes, fees, or other debt owed to Duplin County. The Contractor covenants and agrees to remain current on any taxes, fees, or other debt owed by to Duplin County during the Term of this Contract.

17. 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 the Owner 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.
18. For all services being provided hereunder, the Owner 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, the Contractor must make the materials to be audited available within one (1) week of the request for them.

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

Contractor: Daniels & Daniels Construction Company, Inc.

LOCAL GOVERNMENT GRANT AGREEMENT

THE ONE NORTH CAROLINA FUND

Local Government Name: County of Duplin **Grant No. 2022-30278**

Project Name: Warsawing Cabinets, LLC d/b/a Design Mode Cabinetry

STATE OF NORTH CAROLINA **GRANT AGREEMENT**

COUNTY OF WAKE

This Local Government Grant Agreement (the "**LGGA**") is effective the 15th day of June 2022 (the "**Effective Date**") by and between the **County of Duplin, North Carolina** (hereinafter referred to as the "**Local Government**"), and the **North Carolina Department of Commerce** (hereinafter referred to as "**DOC**");

WITNESSETH:

WHEREAS; the Local Government desires to stimulate and develop the local economy of its region, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base; and

WHEREAS; the General Assembly has created the One North Carolina Fund (the "**Program**") to make funding available within North Carolina "to secure commitments for the recruitment, expansion or retention of new or existing businesses"; and

WHEREAS; the General Assembly has authorized Program funds to be used for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; and construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for new or proposed buildings to be used for manufacturing and industrial operations; and

WHEREAS; the Local Government has applied for funds in connection with activity to be undertaken by Warsawing Cabinets, LLC d/b/a Design Mode Cabinetry (the "**Company**"), a business that has competitively chosen to locate or expand operations for the following project (the "**Project**") in North Carolina:

> A plant (the "**Facility**") at which the company will design, manufacture and distribute cabinets to be located in or around 1632 West Wards Bridge Road in the Town of Warsaw in Duplin County, North Carolina.

WHEREAS; the Local Government has committed to provide matching funds and resources for the Project equal to at least the amount set forth in N.C. Gen. Stat. § 143B-437.72(c)(1) (the "**Match**"); and

WHEREAS; the Local Government's application (the "**Local Government Application**") has been approved by DOC for funding, based on the Local Government's commitments, and the commitments made by the Company in its Program application (the "**Company Application**"); and

WHEREAS, the Company has executed an agreement (the "**Company Performance Agreement**" or "**CPA**") with the Local Government reflecting the Company's commitments to expand, create and/or retain jobs and to take other actions that will support North Carolina's economic development, and the terms on which funds will be made available for such activity from the Program;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, the Local Government and DOC hereby agree as follows:

I. DOC COMMITMENTS AND GRANT CONDITIONS

(a) DOC agrees to provide Program fund in the maximum amount of Four Hundred Twenty-Five Thousand Dollars ($425,000.00) for the Project (the "**Grant**"), in accordance with the terms of this LGGA and the CPA.

(b) Grant payments disbursed under this LGGA will be disbursed to the Local Government pursuant to N.C. Gen. Stat. § 143B-437.70 *et seq.*, the terms of the Program Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund, established pursuant to N.C. Gen. Stat. § 143B-437.73 and in effect as of the effective date of this LGGA (the "**Program Guidelines**"), consistent with the terms and schedule established in the CPA.

(c) Grant disbursements are conditioned upon the execution of the CPA between the Local Government and the Company, and any other required parties thereto, in a form acceptable to DOC. In addition to the company and the local government, the following are required parties to the CPA: 1st Choice Cabinetry, LLC (the "**Guarantor**").

(d) To receive a Grant disbursement, the Local Government must provide or cause to be provided to DOC a properly executed CPA, proof that the Company has performed its obligations under the CPA, proof that the Local Government has met its obligation to provide the Match, a duly executed completed disbursement request and certification in the form of Exhibit A hereof (the "**Local Government Disbursement Request**"), and a duly executed completed Company's disbursement request and certification in the form of Exhibit A to the CPA (the "**Company Disbursement Request**").

II. LOCAL GOVERNMENT'S COMMITMENTS

(a) The Local Government agrees to perform the Program and to abide by all commitments, terms and representations in the Local Government Application.

(b) The Local Government agrees to provide the Match in a manner consistent with N.C. Gen. Stat. § 143B-437.72(c)(1), the Program Guidelines and Procedures, and the Local Government Application. The Local Government will provide to the DOC a copy of the duly executed agreement between the Local Government (or other local entity) and the Company governing the local incentives that will be provided to the Company for the Project (the "**Local Incentive Agreement**"), at the time the Local Government returns the executed LGGA. The Company will be ineligible for a Grant disbursement until the Local Incentive Agreement is provided to the DOC. The Local Government will report to the DOC the amount of each incentive payment that is provided to the Company under the Local Incentive Agreement, within thirty (30) days of the date on which it is provided, whether or not the CPA remains in effect.

(c) The Local Government agrees to take all steps reasonably necessary to ensure and to establish to DOC that the required levels of jobs are created and/or retained, the required salary levels are achieved, the required levels of investments are made, statutorily qualifying expenses are incurred, any required environmental permits are obtained, and any other required performance criteria are satisfied, and that no Grant funds are disbursed until the performance criteria in the CPA have been met.

(d) The Local Government agrees to take whatever steps may be reasonably necessary to ensure and to establish to DOC that Grant funds disbursed by the Local Government are used only for purposes allowed under the statutory authority creating the Program.

(e) The Local Government agrees to take whatever steps may reasonably be required, after consultation with the Secretary of DOC (the "**Secretary**") and not inconsistent with the Secretary's authority under the CPA, to recapture all disbursed funds for which the Local Government and DOC have a right to be reimbursed.

(f) The Local Government acknowledges that DOC has a right to recapture funds under the CPA and that such right does not relieve the Local Government of its own responsibility to recapture funds.

(g) The Local Government agrees to otherwise reimburse DOC for any funds improperly disbursed, provided, however, that Local Government is under no obligation to reimburse DOC for any improperly disbursed funds that were disbursed with DOC's prior permission.

(h) The Local Government agrees to keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and the fulfillment of this LGGA. The Local Government shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly. If the Local Government fails to keep and maintain books and records necessary for verifying fulfillment of this LGGA, the Secretary may in his discretion declare this LGGA to be in default, withhold payments for or under this LGGA, and/or require reimbursement of all or any portion of Grant funds previously paid. Prior to taking such action, the Secretary will endeavor to communicate with the Local Government and the Company to discuss the circumstances and the actions being contemplated.

(i) The Local Government agrees to provide any duly authorized representative of DOC or the State of North Carolina at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the Grant for a period of three years following the last payment of Grant funds or for the inspection period specified in the CPA, whichever is longer. To the extent any information or documents gathered pursuant to this section would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (to include, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the "Public Records Act"), the Local Government shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by DOC and its authorized representatives. If the Local Government fails to provide such access and right of inspection, the Secretary may exercise discretion to declare this LGGA in default, to withhold payments under this LGGA and/or require reimbursement of all or any portion of the Grant paid.

(j) The Local Government shall comply with all lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina, and any other applicable laws and/or Executive Orders currently or hereafter in force.

(k) In the event that the Company or Guarantor fail to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, the Local Government, after consultation with the Secretary and not inconsistent with the Secretary's authority under the CPA, shall promptly exercise its rights and remedies to require repayment of funds, or to assess such other penalties as may be provided for in the CPA.

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(l) In addition, in the event that the Company or Guarantor fail to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, and the Local Government recaptures funds from the Company or Guarantor, the Local Government shall promptly pay to DOC the Grant amounts which it is able to collect.

III. GENERAL PROVISIONS

(a) The parties to this LGGA agree and understand that the payment of all sums specified in this LGGA is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds to DOC for this purpose.

(b) Failure of DOC at any time to require performance of any term or provision of this LGGA shall in no manner affect the rights of DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of DOC of any condition or the breach of any term, provision or representation contained in this LGGA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

(c) The recitals are an integral part of this LGGA.

(d) This LGGA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this LGGA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this LGGA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

(e) **This Grant award shall terminate and be null and void on October 21, 2022, if by that date the Local Government has not delivered back to the DOC, this LGGA and the CPA, duly executed by an authorized official of the Local Government, and attested in the manner provided below, together with a copy of the Local Incentive Agreement.**

Upon execution of this LGGA by DOC and the Local Government in the spaces below, the Local Government hereby accepts the Grant on the terms of this LGGA, effective on the date indicated above, and further certifies that the official signing below has been duly authorized by the Local Government's governing body to execute this LGGA.

North Carolina Department of Commerce

Date: August 24, 2022

By: DocuSigned by: D Jordan Whichard IV
For: Machelle Sanders, Secretary
North Carolina Department of Commerce

Signature Page Follows

County of Duplin
(Local Government)

By: [signature]

Name: DEXTER B. EDWARDS
Title: BOCC CHAIRMAN
Authorized Official

Date: 9.6.2022

Date:
(Official Seal)
DUPLIN COUNTY

A[redacted]

[signature] Clerk
DAVIS H. BRINSON

COMPANY PERFORMANCE AGREEMENT

THE ONE NORTH CAROLINA FUND

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This Company Performance Agreement (the "**CPA**"), effective the 15th day of June, 2022 (the "**Effective Date**"), by, between, and among Warsawing Cabinets, LLC d/b/a Design Mode Cabinetry, a North Carolina Limited Liability Company authorized to do business (the "**Company**"), 1st Choice Cabinetry, LLC a North Carolina Limited Liability Company (the "**Guarantor**"), who, together with the Company shall be jointly and severally liable for the obligations under this CPA, and the County of Duplin, North Carolina (the "**Local Government**," and together with the Company and Guarantor, the "**Parties**");

WITNESSETH:

WHEREAS, the Local Government has applied for a One North Carolina Fund grant from the North Carolina Department of Commerce (the "**DOC**"); and

WHEREAS, a One North Carolina Fund grant award in the amount of Four Hundred Twenty-Five Thousand Dollars ($425,000) (the "**Grant**") has been negotiated and agreed to by DOC and the Parties; and

WHEREAS, the Grant has been approved by DOC for disbursement to the Local Government pursuant to the terms of the One North Carolina Fund Local Government Grant Agreement between the Local Government and DOC (the "**LGGA**"); and

WHEREAS, the Grant is to be used by the Company toward the goal of creating One Hundred Thirty Nine (139) new jobs (the "**Target New Jobs**") which shall be permanent full-time jobs (each, a "**New Job**") and Thirteen Million Five Hundred Fifty Thousand Dollars ($13,550,000) (the "**Target Investment**") in new investment in the State of North Carolina; and

WHEREAS, the Company and Guarantor have represented that the Grant is necessary to enable the investment and job creation by the Company to occur and go forward in North Carolina; and

WHEREAS, the Grant will stimulate economic activity and create new jobs for the citizens of this State; and

WHEREAS, the Grant is issued pursuant to and subject to the terms of N.C. Gen. Stat. § 143B-437.70 *et seq.* and the Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund (the "**Program Guidelines**"); and

WHEREAS, the Guarantor has agreed to guarantee the performance and obligations of the Company hereunder, and its guaranty is made for the benefit of the DOC and the Local Government and to induce the

DOC and the Local Government to enter into this CPA, in consideration of the benefits provided to the Company and to the Guarantor by virtue of its ownership interests;

WHEREAS, pursuant to, inter alia, N.C. Gen. Stat. § 143B-437.07 and G.S. 143B-437.72(b), as these statutes may be amended from time to time, the DOC is required to submit regular reports to the North Carolina General Assembly regarding operation of the One North Carolina Fund and the performance and funding requirements for each One North Carolina Fund grant awarded;

NOW, THEREFORE, in consideration of the representations set forth above and the mutual covenants and promises set forth below, the Company, the Guarantor, and the Local Government hereby agree as follows:

1.0 PERFORMANCE CRITERIA

In order to be eligible for the full amount of the grant, the company must fulfill the following requirements:

1.1 The company shall undertake and operate in a timely manner the following project at the following location (the "**Project**"):

> A plant (the "**Facility**") at which the company will design, manufacture and distribute cabinets to be located in or around 1632 West Wards Bridge Road in the Town of Warsaw in Duplin County, North Carolina.

1.2 The company will maintain its operations at their facility in North Carolina.

1.3 The company shall make good faith efforts to create and maintain the Target New Jobs as part of the project, as described in the company's application to DOC (the "**Company Application**"). The new jobs must be filled by employees hired for the project on or after the effective date, who work for at least thirty-five (35) hours per week, and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statute. Independent contractors, consultants, seasonal and temporary employees are not to be included as new jobs. In order to be eligible for the full grant, the company must create One Hundred Twenty-Five (125) new jobs (the "**Required New Jobs**") 90% of the Target New Jobs), by June 15, 2027 (the "**Grant End Date,**" which shall be five years from the date on which the grant was formally awarded) (the period between June 15, 2022, and June 15, 2027, the "**Grant Period**").

The new jobs will be new jobs and cannot be existing North Carolina positions or employees of the company or the guarantor or any of their related members that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the project, is counted towards performance under this CPA.

1.4 The average weekly wage of the group of all permanent full-time jobs at the facility, including the new jobs, will equal or exceed Seven Hundred Fifty-Two Dollars ($752) per week (the "**Wage Standard**").

1.5 The company shall provide health insurance for all new permanent full-time employees at the facility, in at least the minimum amount required for eligibility in N.C. Gen. Stat. §105-129.83(d).

1.6 The company shall make good faith efforts to make the target investment in the form of privately funded investment in real property and/or machinery and equipment as part of the project and must invest at least Twelve Million One Hundred Ninety-Five Thousand Dollars ($12,195,000) by the grant end date (the "**Required Investment**") (90% of the Target Investment).

1.7 The proceeds of the grant may be used only to offset statutorily qualifying expenses as set out in N.C. Gen. Stat. § 143B-437.71(b) ("**Statutorily Qualifying Expenses**"). Those expenses are installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings, or for new or proposed buildings to be used for manufacturing and industrial operations; or such other expenses as specifically provided for by an act of the General Assembly.

1.8 Release of any grant funds under this CPA is contingent on the company providing verification that the project has received all of its required environmental permits.

2.0 DISBURSEMENT OF GRANT

2.1 Proceeds of the grant up to a total amount of Four Hundred Twenty-Five Thousand Dollars ($425,000) will be disbursed by DOC to the local government in four installments based on creation and maintenance of the new jobs and satisfaction of other performance criteria set out in Section 1.0 above ("**Performance Criteria**"). The number of new jobs to be counted shall be determined as provided in Paragraph 6.1 hereof. At the time of any requested disbursement, the company must certify its performance by submitting a duly executed disbursement request and certification in the form of Exhibit A hereto (the "**Company Disbursement Request**"), and the local government must submit a duly executed disbursement request and certification in the form of Exhibit A to the LGGA (the "**Local Government Disbursement Request**"). Disbursement will occur on the following schedule and will be subject to any adjustments required by this CPA:

a. The first twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) created and retained not less than twenty-five percent (25%) of the Target New Jobs (i.e., 35 New Jobs), (ii) satisfied the Wage Standard and health insurance requirements; (iii) invested not less than twenty-five percent (25%) in Statutorily Qualifying Expenses, and (iv) obtained all required environmental permits.

b. The second twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) created and retained not less than fifty percent (50%) of the Target New Jobs (i.e., 70 New Jobs); (ii) satisfied the Wage Standard and health insurance requirements; and (iii) invested not less than fifty percent (50%) in Statutorily Qualifying Expenses.

c. The third twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) created and retained not less than seventy-five percent (75%) of the Target New Jobs (i.e., 104 New Jobs); (ii) satisfied the Wage Standard and health insurance requirements; and (iii) invested not less than seventy-five percent (75%) in Statutorily Qualifying Expenses.

d. The final twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) created and retained the Required New Jobs; (ii) satisfied the Wage Standard and health insurance requirements; and (iii) made the Required Investment in Statutorily Qualifying Expenses.

The local government will submit or cause to be submitted to DOC each company disbursement request and local government disbursement request, upon proof of the creation of the required number of new jobs and the satisfaction of all other performance criteria necessary for disbursement. Following receipt of grant funds from DOC, the local government will disburse funds to the company.

The company may qualify for disbursement of multiple installments on a single date.

2.2. DOC will close out the grant on the first to occur of

(i) The date as of which DOC shall have received and accepted proof reasonably satisfactory to it that the Project has been completed and the Performance Criteria satisfied.

(ii) The Grant End Date.

("**Closeout**").

Following closeout, to the extent any grant proceeds may be due and upon submission of a duly completed Company Disbursement Request and Local Government Disbursement Request, a final grant payment will be disbursed. A request for final payment, if not made previously, must be made to DOC within thirty (30) days following the Grant End Date, provided, however, that if the company has completed performance and become entitled to a final disbursement of funds under Paragraph 2.1d of this CPA, during any time earlier in the Grant Period, the company must submit a completed Company Disbursement Request and Local Government Disbursement Request within one year from the date of completed performance (but in no event later than thirty (30) days following the Grant End Date) or forfeit the disbursement.

3.0 OBLIGATION TO REPAY GRANT

3.1 **Failure to Provide Health Insurance**. If, at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the company fails to provide health insurance to all permanent full-time employees at the facility in the amount required for eligibility in N.C. Gen. Stat. § 105-129.83(d), the company will be in default of this CPA and the company and/or guarantor will reimburse DOC the total amount of the grant previously disbursed in accordance with this CPA.

3.2 **Ceasing Project Operations**. If at any time during the Grant Period, or during the period set forth in Section 5.0 hereof, the company substantially ceases operations at the facility, the company and/or guarantor shall immediately repay all grant funds previously disbursed in accordance with this CPA.

3.3 **Failure to Achieve Wage Standard**. If at any time during the Grant Period, or during the period set forth in Section 5.0 hereof, the average weekly wage of the group of all permanent full-time jobs at the facility fails to equal or exceed the wage standard, the company will be in default under this CPA, no further disbursement will be made, and the company and/or guarantor will reimburse DOC the total amount of the grant previously disbursed in accordance with this CPA.

3.4 **Reserved.**

3.5 **Other Failures to Comply**. The company may be required to reimburse grant funds previously disbursed for failure to comply with Paragraphs 6.4 and 6.16 hereof, or as provided in Paragraphs 4.1 and 5.3 hereof.

3.6 **Recovery of Costs**. If the company and/or guarantor fail to reimburse any amount payable hereunder, on demand, the local government and DOC may recover the costs of collection to obtain recovery, from the company and/or guarantor, including reasonable attorneys' fees.

4.0 ADJUSTMENTS TO GRANT AT CLOSEOUT

4.1 If closeout occurs on the Grant End Date and the company has failed to create and retain the required new jobs, has failed to make the required investment, or has failed to invest an amount equal to 100% of the Grant in Statutorily Qualifying Expenses, the amount of the grant shall be reduced to the smallest of the following amounts (the "**Adjusted Grant**"):

a. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required New Jobs and the numerator of which is the number of New Jobs actually created and retained as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{New Jobs Actually Created and Retained}}{\text{Required New Jobs}}$$

b. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required Investment and the numerator of which is the investment actually made as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{Investment Actually Made}}{\text{Required Investment}}$$

c. The amount the Company has spent on Statutorily Qualifying Expenses

4.2 To the extent the amount of the Adjusted Grant is less than the amount that has been previously disbursed to the Company, the Company shall reimburse DOC for the difference between the Adjusted Grant and the amount previously disbursed.

5.0 OBLIGATIONS BEYOND CLOSEOUT

5.1 If closeout occurs on or before the date that is exactly one year prior to the Grant End Date, the company will maintain at least ninety percent (90%) of the number of new jobs in place at closeout for two (2) years after the date of closeout.

5.2 If closeout occurs after the date that is exactly one year prior to the Grant End Date, the company will maintain at least ninety percent (90%) of the number of new jobs in place at closeout until the date that is the one-year anniversary following the Grant End Date.

5.3 If the company fails to maintain at least ninety percent (90%) of the number of new jobs in place at closeout for the required time period following closeout, as specified in Paragraphs 5.1 and 5.2 hereof, the company will be in default of this CPA and shall reimburse to DOC the total amount of the grant funds previously disbursed in accordance with this CPA.

6.0 ADDITIONAL PROVISIONS

6.1 The Company and Guarantor shall provide to DOC and the local government all documentation deemed necessary by DOC or the local government to verify creation and retention of new jobs, salary levels, health insurance, investments, Statutorily Qualifying Expenses, environmental permits and other Performance Criteria specified in this CPA, including copies of the N.C. Department of Commerce Division of Employment Security Employer's Quarterly Tax and Wage Report ("NCUI 101"), a list of all positions used in accounting for the grant and the names of the individuals filling those positions. The threshold numbers of new jobs created for the company to be eligible for disbursements under Paragraph 2.1 hereof, shall be measured by adding the three figures that represent the average number of new jobs (calculated after deducting any positions that do not qualify as New Jobs) that have been created during the grant period and have been retained during each of the three months of the quarter reported in the Company's NCUI 101, and dividing that sum by three, or in such other manner determined by the DOC to reasonably reflect new job creation. **The company shall not include in such count, any temporary, seasonal, contract, or part-time employees, employees that were hired prior to the Effective Date, or employees that were hired from affiliates of the company or guarantor in North Carolina, even if those employees are included in the NCUI 101s. The company and guarantor will certify how many of the employees listed on the NCUI 101s in each month qualify under the definition of new jobs. For verification of Required Investment, the company shall provide a fixed asset report and any other documentation requested by DOC. The company's compliance with the job creation and/or retention, investment, Statutorily Qualifying Expense, environmental permit and other Performance Criteria set out in this CPA shall be attested to under oath by an officer of each of the company and the guarantor.**

6.2 By not later than February 1 of each year during the Grant Period (and with respect to Paragraph 6.2A, through the later of February 1 following the date established pursuant to Paragraph 5 hereof or the date on which the local government provides the final funds that would bring the local matching contribution to the level provided by the Grant), the company must submit the following to the DOC, in the form of Exhibit B hereto:

A. a copy of the Company's fourth calendar quarter performance (ending December 31) NCUI 101for the previous calendar year, containing all information required by Exhibit B (N.C. Gen.Stat. §143B-437.07).

B. a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30). Failure to identify the expected performance over the coming fiscal year may result in ineligibility for a disbursement during that period, or may limit the amount of disbursement available to the company during the upcoming fiscal year. (N.C. Gen. Stat. §143B-437.72(b)(6b)).

6.3 If unforeseen calamity, an Act of God, or financial disaster is the cause of the company's failure to satisfy or perform its obligations under this CPA, the company and the local government may request an extraordinary modification of this CPA from the Secretary of DOC (the "**Secretary**"). The parties agree that any decision to allow such modification shall be at the sole discretion of the Secretary, that such modifications are rarely, if ever, granted, and that the Secretary's decision regarding any extraordinary modification shall be final and not subject to review or appeal.

6.4 The company and guarantor shall keep and maintain books, records, and other documents relating to the receipt and disbursement of the grant and fulfillment of this CPA, including, but not limited to, records to verify employment, salaries, health insurance, investment amounts, Statutorily Qualifying Expenses and environmental permits.

Subject to any applicable federal or North Carolina laws or regulations respecting employee privacy, the company and guarantor each agree that any duly authorized representative of the local government or the State of North Carolina, including the DOC, the Office of the North Carolina State Auditor, and the Office of State Budget and Management, shall, at all reasonable times and on reasonable notice, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the grant and the fulfillment of this CPA throughout the Grant Period and for a period of six years thereafter.

If the company or guarantor fail to keep and maintain books and records necessary for verifying fulfillment of this CPA, including, but not limited to, adequate records for the verification of employment, salaries, investment amounts, Statutorily Qualifying Expenses and environmental permits, or if the company or guarantor fail to provide access and right of inspection sufficient to verify compliance with this CPA, the local government or the Secretary, as applicable, may in its or his discretion declare this CPA to be in default, withhold payments for or under this CPA or the LGGA, and/or require reimbursement of all or any portion of the Grant previously paid.

The company and/or guarantor shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly.

6.5 To the extent any information or documents gathered by or provided to the local government or the DOC would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (including, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the "**Public Records Act**"), the company or guarantor, as applicable, shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by the local government and DOC and their authorized representatives.

The company and guarantor have read and understand North Carolina's laws regarding the treatment of public records and confidential information, including without limitation, those provisions set forth in Exhibit C.

The company and guarantor shall be responsible for any and all costs, expenses, fees, or losses that they or the local government or DOC or any other State entity may incur as a result of responding to or resisting any request, subpoena, legal complaint, court order, or other demand seeking to compel such party to release or disclose records, documents, or information pertaining to the company or guarantor, to the extent that the company or guarantor notified the State entity that it objects to such disclosure or release and the State defends against such release; and the company and guarantor shall indemnify the local government, DOC, and State entities and their authorized representatives for all costs associated therewith, provided that, no such indemnified party shall be obligated to take any such action.

6.6 Notwithstanding anything herein to the contrary, the parties acknowledge the due execution of the LGGA and agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and the LGGA shall be resolved in favor of the LGGA. The parties further agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and any program documentation for this grant other than the LGGA shall be resolved in favor of this CPA.

6.7 The company and guarantor acknowledge that none of the North Carolina operations owned by the company or guarantor or any related entity or affiliate shall be curtailed as a result of the project.

6.8 The company and guarantor shall perform and abide by all commitments they made in the Company Application, except as otherwise expressly stated herein. The company and guarantor affirm their commitments made in the Company Application and the commitments contained therein are incorporated herein by reference, as if set out in full. The parties agree that any conflict between the provisions of this CPA and any commitments made in the Company Application to DOC shall be resolved in favor of this CPA.

6.9 The company and guarantor indemnify and hold harmless the Local Government, DOC, and State entities, and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "**Indemnified Parties**"), from any claims of third parties arising out of or any act or omission of the company and/or guarantor in connection with the performance of this CPA, and for all losses arising from implementation of this CPA. Without limiting the generality of the foregoing, the company and guarantor release the Indemnified Parties from, and agree that such Indemnified Parties are not liable for, and agree to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with or on or about the facility, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the project or arising out of, pertaining to, or having any connection with, the project or the financing thereof (whether or not arising out of acts, omissions, or negligence of the company or guarantor or any of their agents, contractors, servants, employees, licensees, lessees, or assignees). Each Indemnified Party is an express, third-party beneficiary of the company's and guarantor's obligations under this paragraph.

6.10 The representations made by the company and guarantor in the Company Application to DOC or as part of the application process are incorporated herein by reference and deemed by the parties to be material to this CPA. The company and guarantor affirm these representations. The parties agree that any conflict between any representations contained in this CPA and those representations contained in the Company Application to DOC or made as part of the One North Carolina Fund application process shall be resolved in favor of this CPA.

6.11 The recitals are an integral part of this CPA.

6.12 If the company or guarantor has an overdue tax debt owing to the State of North Carolina, as defined in N.C. Gen. Stat. § 105-243.1, no payments will be made under this CPA or the LGGA until that tax debt has been satisfied. If an overdue tax debt goes unsatisfied by the company or guarantor for more than one year, this CPA may be declared in default and terminated at the direction of DOC.

6.13 The Local Government's obligation to make disbursements to the company under this CPA is contingent upon the Local Government's receipt under the LGGA of the necessary disbursements from DOC, which are, in turn, contingent on appropriation, allocation and availability of funds for the grant to DOC.

6.14 This CPA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this CPA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this CPA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

6.15 The parties agree that the State of North Carolina Department of Commerce is a third-party beneficiary of this CPA and may, at its option, enforce the terms of this CPA or appear as a party in any litigation concerning it or the grant.

6.16 The company and guarantor shall comply with all applicable federal, state, and local laws and regulations. If the company or guarantor fail to comply with any law or regulation applicable to

them, the Secretary may, in his sole discretion, terminate the grant and declare that no future grant disbursement shall be due and payable and/or require the company and/or guarantor to reimburse DOC all or part of any grant funds previously disbursed following the date of any such violation. The Secretary may determine, in his sole discretion, that where the company or guarantor is under investigation for an act involving violation of federal, state, local law or regulation, including an unresolved environmental violation, grant funds be withheld until such time as a determination of culpability or liability is made, and, if the company or guarantor is determined to be in violation, the grant may be terminated and the company and/or guarantor may be required to reimburse the DOC for all or part of any grant funds previously disbursed. If such investigation is not concluded within two (2) years of the Grant End Date, the DOC may terminate the grant.

6.17 Failure of the Local Government or DOC at any time to require performance of any term or provision of this CPA shall in no manner affect the rights of the Local Government or DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Local Government or DOC of any condition or the breach of any term, provision or representation contained in this CPA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

6.18 The company is encouraged to utilize the services of North Carolina small businesses and minority, female, and disabled contractors, to offer positions in connection with the project to North Carolina residents, and to use the North Carolina state ports when reasonable and commercially practicable.

6.19 In addition to any rights and remedies provided to the Local Government and DOC by law, DOC has the right, without prior notice to company or guarantor, any such notice being expressly waived by company and guarantor to the extent permitted by applicable law, upon the occurrence of any event herein which would result in the company's obligation to repay some or all of grant monies disbursed hereunder (including without limitation Section 3, 4 and 5 hereof), to set-off and apply against any amounts due hereunder, any amount owing from DOC or the State to the company or guarantor.

6.20 **This Grant award shall terminate and be null and void on August 25, 2022, if by that date the Company has not delivered back to the DOC, this CPA, duly executed by authorized officer of each of the Company and of the Guarantor and attested in the manner provided below. This Grant is also subject to the requirement that the Local Government deliver to the DOC, the LGGA and this CPA, duly executed by an authorized official of the Local Government, within sixty (60) calendar days following the date on which the DOC sends the LGGA and CPA to the Local Government, together with a copy of the agreement with the Company governing the local incentives to be provided for the Project.**

7.0 GUARANTY

7.1 The Guarantor represents and warrants, as of the date hereof, and as of the date of any disbursement of Grant funds, that (a) both the Company and Guarantor are duly organized, validly existing and in good standing under the laws of the state of their registration, with power adequate for the carrying out their businesses; (b) the execution, delivery, and performance of this CPA are within the Company's and the Guarantor's power and authority and the Company and Guarantor have duly authorized, executed and delivered this CPA; (c) this CPA is signed by an authorized representative of each of the Company and the Guarantor, and is a legally valid and binding obligation of the Company and the Guarantor, enforceable against them in accordance with its terms, except as may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights; (d) it has taken or will take all actions reasonably necessary to carry out and give effect to the transactions contemplated by this CPA; (e) all written statements, representations, and warranties made by or on behalf of the Company and the Guarantor to the DOC, the State, and the Local Government in connection with the Grant are true, accurate and complete in all material respects, to its best knowledge and belief, and the Company is eligible for this Grant; (f) the Company and the Guarantor are financially solvent and not subject of any bankruptcy proceedings; and have no interest, and shall not acquire any interest, direct or indirect, which would conflict with the performance of their obligations under this CPA; (g) the Guarantor owns 100% of the membership interests/shares of the Company and will derive substantial benefit from the transactions contemplated by the CPA; and (h) the making and performance of this Guaranty will not violate any provision of or result in the acceleration of any obligation under any instrument or agreement, order, judgment or decree to which the Guarantor is a party or by which it or any of its property is bound. There are no conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived.

7.2 In order to induce the Local Government to enter this CPA, and the Local Government and DOC to enter the LGGA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor unconditionally and irrevocably guarantees, as primary obligor and not as surety, the full, prompt, and punctual performance by the Company of all of the Company's obligations, agreements and covenants under and with respect to this CPA. The Guarantor unconditionally guarantees, the prompt payment (and not merely the collection) of all amounts that may now or in the future be owing to the DOC or the State, or the Local Government under this CPA and the LGGA, or any extension or renewal thereof however and whenever made, and shall be liable for any remedies or recoveries (including the cost of attorney fees incurred in enforcing this CPA and the LGGA) available to the DOC or the State, or the Local Government under or with respect to this CPA. The liability of the Guarantor shall be primary, joint and several.

7.3 This Guaranty shall operate as a continuing and absolute guaranty and shall remain in full force and effect without regard to, and shall not be affected or impaired by, any amendment of the CPA, any sale or transfer of all or any part of the Guarantor's ownership interest in the Company, any voluntary or involuntary liquidation, dissolution, merger, sale of assets, insolvency, reorganization, bankruptcy or filing for bankruptcy of the Company or the Guarantor or any subsidiary, any rescission of a payment made hereunder, or any extension of time or other forbearance, compromise, adjustment, modification or indulgence granted to the Company by the DOC, the State, or the Local Government. The Guaranty shall remain in full force and effect until termination of the CPA; provided, however, that the Guarantor shall not be released from its obligation hereunder so long as there is any claim of DOC or the Local Government against the

Company, which claim arises out of, or related to, directly, or indirectly, this CPA, that is not settled or discharged in full.

7.4 The DOC and the Local Government may exercise their rights against the Guarantor without first having to take action or exhaust remedies against the Company. The Guarantor expressly waives notice of non-performance, in any respect, by Company of any of its duties and obligations. The Guarantor unconditionally waives any defense available to it, including all suretyship defenses or defenses in the nature thereof; all requirements of notice, demand, presentment or protest in case of any default by the Company, as well as rights of set-off, redemption, and counterclaim which may be alleged to exist in favor of the Company.

7.5 This Guaranty shall inure to the benefit of the DOC and the Local Government and their respective successor and assigns, and shall be binding on the Guarantor, and its successors and assigns, and shall not be discharged or affected by the death of any party.

IN WITNESS WHEREOF, the Company, the Guarantor, and the Local Government have executed this Company Performance Agreement effective as of the day and year first written above. This CPA is intended to be under seal for purposes of any statute of limitations.

Approved and Accepted:

DUPLIN COUNTY
(Official Seal)
1750
NORTH CAROLINA

ATTEST:

Davis H. Brinson, Clerk
DAVIS H. BRINSON

County of Duplin
(Local Government)

By: Dexter B. Edwards
Name: DEXTER B. EDWARDS
Title: BOCC CHAIRMAN
Authorized Official

Date: 9.6.2022

Signature Pages Follow

Warsawing Cabinets, LLC
(Company)

(Corporate Seal)

By: ____________________
Name: Adrian Carroll
Title: Manager
Authorized Corporate Officer

Date: 8-9-22

STATE OF NC
COUNTY OF WAKE

I, Rebecca Hodnett, a Notary Public of said State and County, do hereby certify that Adrian Carroll (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

Rebecca Hodnett
Notary Public Signature
Rebecca Hodnett
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 9 day of August, 2022

(Official Seal or Stamp)

REBECCA HODNETT
Notary Public
Franklin
County
My Comm. Exp.
06-11-2023
NORTH CAROLINA

My Commission expires on 6/11, 2023

Signature Page Follows

1st Choice Cabinetry, LLC
(Guarantor)

(Corporate Seal)

By: ____________________
Name: Adrian Carroll
Title: Manager
Authorized Corporate Officer

Date: 8-9-22

STATE OF NC
COUNTY OF WAKE

I, Rebecca Hodnett, a Notary Public of said State and County, do hereby certify that Adrian Carroll (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

Rebecca Hodnett
Notary Public Signature
Rebecca Hodnett
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 9 day of August, 2022

(Official Seal or Stamp)

REBECCA HODNETT
Notary Public
Franklin
County
My Comm. Exp.
06-11-2023
NORTH CAROLINA

My Commission expires on 6/11, 2023

EXHIBIT A
TO LOCAL GOVERNMENT GRANT AGREEMENT

LOCAL GOVERNMENT DISBURSEMENT REQUEST AND CERTIFICATION

Project No. 2022-30278

County of Duplin (the "**Local Government**") hereby requests a disbursement in the amount of ______________________________ [*spell out dollar amount*] ($____________) from the North Carolina Department of Commerce (the "**DOC**"), pursuant to that certain Company Performance Agreement between the Local Government, Warsawing Cabinets, LLC d/b/a Design Mode Cabinetry (the "**Company**"), and 1st Choice Cabinetry, LLC (the "**Guarantor**"), dated as of June 15, 2022 (the "**CPA**"), and that certain Local Government Grant Agreement between the Local Government and the DOC, dated as of June 15, 2022 (the "**LGGA**," and, together with the CPA, the "**Agreements**"). All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreements.

The Local Government hereby certifies to the DOC that it:

(i) has provided funds and/or resources for the Project pursuant to the Local Government application to the DOC and the terms of the LGGA, in the amount of ______________________________ ($___________);

(ii) has provided such funds and/or resources in the following form:_____
____
____
____
____;

(iii) has attached true and correct copy of documents evidencing its expenditure of the amount specified in (ii) above for the purposes specified above;

(iv) will submit proof of receipt, deposit, and proper disbursement of the disbursed DOC funds, to the DOC, within thirty (30) days;

(v) it is in compliance with all of the terms and conditions of the LGGA, and affirms the representations, warranties, and covenants contained therein; and

(vi) to its best knowledge and belief, the Company's Disbursement Request accompanying this certification is accurate, the Company is eligible to receive funds from the Grant in the amount specified herein, under the

terms of the CPA, and the Local Government is not aware of anything that would make the Company ineligible for these funds.

This certification shall be deemed to be made a part of the LGGA and is incorporated therein and governed by its terms and conditions. Upon execution of this certification, the Local Government accepts its terms, effective on the date indicated above, and further certifies that the official signing below has been duly authorized to execute this certification by the Local Government's governing body, and the agreements and certifications contained herein are legally valid and binding on the Local Government.

(Official Seal)

ATTEST:

__________ Clerk
DAVIS H. BRINSON

County of Duplin
(Local Government)

Date: 9-6-2022
By: ____________________
Name: DEXTER B. EDWARDS
Title: BOCC CHAIRMAN
Authorized Official

STATE OF NORTH CAROLINA

COUNTY OF DUPLIN

PERFORMANCE AGREEMENT

THIS AGREEMENT is made and entered into this the 6 day of September 2022 by and between Duplin County a Warsawing Cabinets, LLC d/b/a Design Mode Cabinetry corporation authorized to do business in North Carolina (the "**Company**"), and the County of Duplin, North Carolina (the "**County**" and, together with the Company, the "**Parties**");

WITNESSETH

WHEREAS, the Company has qualified for a $375,000.00 grant through the North Carolina Department of Commerce's Building Reuse Grant Program (hereinafter "the Building Reuse Grant"), subject to fulfilling the terms and conditions of the Building Reuse Grant (2022-119-3201-2587). A copy of the Building Reuse Grant Agreement is attached hereto and incorporated herein by reference.

WHEREAS, a condition of the Building Reuse Grant is that a five percent (5%) local match (i.e. $18,750.00) must be provided by the County if the Company complies with all requirements of the Building Reuse Grant Agreement.

WHEREAS, the Company has qualified for a grant of $425,000.00 through the North Carolina Department of Commerce's One North Carolina Fund (hereinafter "the OneNC Grant" (2022-30278), subject to fulfilling all terms and conditions of the One NC Grant (Project No. 2022-30278). A copy of the One NC Grant Agreement is attached hereto and incorporated herein by reference.

WHEREAS, a condition of the One NC Grant is that, as a tier one (1) county, the County is responsible for contributing $1.00 for every $3.00 received from the One North Carolina Fund, subject to fulfilling all terms and conditions of the One NC Grant. Accordingly, $141,666.66 is the anticipated grant match amount to be paid by the County if the Company complies with all requirements of the One NC Grant Agreement, payable over the agreed upon grant period of five (5) years as set forth therein.

WHEREAS, the County desires to enter into this Performance Agreement in order to increase its population, increase the taxable property in the County, support industries within the County, and increase employment in the County.

WHEREAS, the Company is willing to invest in the infrastructure necessary to carry out the objectives of this Agreement and to comply with all of the terms and conditions of both the Building Reuse Grant and the One NC Grant.

WHEREAS, the Duplin County Board of Commissioners has determined that this Agreement satisfies the criteria identified in N.C. Gen. Stat. §158-7.1, and that the Company's compliance with the terms of this Agreement will stimulate the local economy, diversify the economy, promote business, increase taxable property, and result in the creation of a substantial number of jobs in the County.

WHEREAS, a public hearing was duly advertised and held in accordance with the North Carolina General Statutes and this Agreement has been approved by the Duplin County Board of Commissioners. The Board of Commissioners has now authorized the Chairman to sign this and other related agreements on behalf of the County.

NOW, THEREFORE and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are now acknowledged by the parties, the parties agree as follows:

1. **Term.** This Agreement shall become effective upon execution by the parties and shall continue in effect pursuant to the terms as set forth in the respective grant agreements, which are attached hereto and incorporated by reference.

2. **Economic Incentive Purpose.** The economic incentives offered pursuant to this Agreement are expected to bring jobs to Duplin County, enlarge the tax base, and diversify the economy of Duplin County. The incentives agreed to be paid by the County under this Agreement are in consideration of the Company making improvements to infrastructure and real property in the County, increasing the tax base and business prospects of the County, and creating a substantial number of jobs in the County in accordance with the requirements of both grants.

3. **Incentive Package.** The County agrees to request the applicable grant funds from the North Carolina Department of Commerce and provide the grant match funds in accordance with the terms of the respective grant, provided the Company has fulfilled all of the requirements of the grant and this Agreement and the County has received satisfactory proof of compliance. The County will thereafter make payment of any grant funds actually received from the N.C. Department of Commerce, along with any required grant match funds, in accordance with the grant's terms.

   It is specifically understood that the County has no obligation to request grant funds or make any payments until the County has received assurances from the N.C. Department of Commerce that the Company has fulfilled all terms and conditions of the grant. It is further acknowledged and understood that only funds actually received by the County from the N.C. Department of Commerce in relation to the grant will be paid to the Company, in accordance with that grant's terms.

4. **Company's Responsibilities.** The Company shall fully comply with all terms of each grant referenced herein, time being of the essence. The Company understands, acknowledges, and agrees that no payments will be made by the County if it fails to comply with the terms of the respective grant. The Company further understands, acknowledges, and agrees that noncompliance with any grant term or requirement may serve as grounds for immediate termination of this Agreement.

5. **Statutory Compliance.** The Company understands that County's participation is contingent upon compliance by the Company with N.C. Gen. Stat. §158-7.1.

6. **Binding Effect.** This Agreement and the obligations of performance contained herein shall be binding upon the Company and its successors and assigns.

7. **Proof of Compliance.** At any time this Agreement is in effect, and upon request by the County, the Company agrees to provide County all reports, records, certificates, or other documents necessary for the County to verify that the Company has fulfilled its obligations under this Agreement, including but not limited to those set forth in the respective grants, as referenced above. If the Company is not in compliance with all criteria contained in this Agreement, the Building Reuse Grant Agreement, and/or the One NC Grant Agreement, then the Company shall forfeit all rights to receive the funds referenced herein.

8. **Good Standing.** The County shall not be obligated to make any Incentive Payment if the Company is not current on real property taxes, personal property taxes, assessments, or other financial obligations lawfully incurred by the Company and payable to the County.

9. **Default.** In the event the Company does not meet its obligations as set forth within this Agreement, the Building Reuse Grant Agreement, and/or the One NC Grant Agreement, the County shall have no obligation to make further payments and may terminate this Agreement.

10. **Indemnification**. The Company agrees to hold harmless and indemnify the County, and their respective members, Commissioners, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties arising out of orany act or omission of the Company in connection with the performance of this Agreement. Without limiting the generality of the foregoing, the Company releases the indemnified parties from, and agrees that such indemnified parties are not liable for, and agrees to indemnify and hold harmless the indemnified parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person. Each indemnified party is an express third-party beneficiary of the Company's obligations under this paragraph.

11. **Representations.** The representations made by the Company in applying for the grant(s) referenced herein are incorporated by reference and deemed by the parties to be material to this Agreement. The Company hereby affirms these representations.

12. **Notices.** All notices, certificates, or other communications required by or made pursuant to this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, return receipt requested, as follows:

The County: Duplin County
Dexter B. Edwards
Chairman
PO Box 910
Kenansville, NC 28349-0910

The Company: Warsawing Cabinets, LLC d/b/a Design Mode Cabinetry
Adrian Carroll
Manager
5604 Departure Drive, Suite 110
Raleigh, NC 27616

13. **Amendments, Changes, and Modifications.** Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, or altered except by written agreement of the parties.

14. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully-executed counterpart.

16. **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina

17. **Captions.** The captions or headings used throughout this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

18. **Construction.** The parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by counsel for the parties. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

19. **Disputes.** The parties agree to submit any disputes arising from this Agreement to the Duplin County Superior Court, North Carolina, and acknowledge that any other venue would be deemed improper.

IN WITNESS HEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

Approved and Accepted:

County of Duplin
(Local Government)

(Official Seal)

ATTEST:

______________, Clerk

By: DEXTER B. EDWARDS
Name: ______________
Title: CHAIRMAN BOCC

Date: 9.6.2022

(Official Seal or Stamp)

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

By: Tracy Chestnutt
Finance Director, Duplin County

(Company)

(Corporate Seal)

By: ______________
Name: ______________
Title: ______________
Authorized Corporate Officer

Date: ______________

STATE OF North Carolina
COUNTY OF Duplin

I, Trisha-Ann Taylor Hoskins a Notary Public of said State and County, do hereby certify that Dexter B. Edwards (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of theprincipal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

TRISHA-ANN TAYLOR HOSKINS NOTARY PUBLIC DUPLIN COUNTY, NC

Trisha-Ann Taylor Hoskins
Notary Public Signature

Trisha-Ann Taylor Hoskins
Notary Name Printed or Typed

My Commission expires on Jan 25 2026

Witness my hand and official seal or stamp, this 6 day of 9, 2022

Obligations beyond Closeout

- If Closeout occurs more than one year prior to the Grant End Date, the Company must maintain **at least 90%** of the New Jobs in place at Closeout for **two years** after the date of Closeout.

- If Closeout occurs less than one year prior to the Grant End Date, the Company must maintain **at least 90%** of the New Jobs in place at Closeout until the date that is the one-year anniversary of the Grant End Date.

- If the Company fails to maintain **at least 90%** of the number of New Jobs in place at Closeout for **the required time period**, the Company must reimburse DOC the entire amount of the Grant.

Statute and Guidelines Governing Grant

- N.C. Gen. Stat. 143B-437.70 *et seq.*
- Guidelines And Procedures for Commitment of Funds from the One North Carolina Fund.

By: ____________________

Date: ____________________

Owner: Duplin County

By: Davis H. Brinson

Title: County Manager / Clerk to the Board

Date: Sept. 6, 2022

ND: 4828-8407-5796, v. 1

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

July 25, 2022

Billy Ivey
Duplin SWCD
165 Agriculture Dr.
Kenansville, NC 28349

NOTIFICATION OF FUNDING OFFER

Dear Billy Ivey,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services - Division of Soil & Water Conservation, I am pleased to inform you that $1,656,157.00 for your project, StreamFlow Rehabilitation Program (StRAP), was approved.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, there are two (2) options to complete the contract. It is acceptable to have everyone sign the contract electronically or submit two (2) original signed contracts. Depending on the method you choose, please return as shown below:

Electronic Signed Contract:	*Original signatures mail:*
Heather Reichert	Heather Reichert, Administrative Specialist
Administrative Specialist	N.C. Department of Agriculture & Consumer Services, Division Name
Heather.reichert@ncagr.gov	1614 Mail Service Center
	Raleigh, NC 27699-1614

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. All authorized representative signatures must be in **blue or black** ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet. **Failure to complete and return the contract packets within 60 days of this letter or the deadline of any written extension provided will result in funding cancellation for the project.**

One fully-executed, an original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Heather Reichert at 919-707-3768, or feel free to send an email to heather.reichert@ncagr.gov.

I would like to take this opportunity to thank you for participating in the StreamFlow Rehabilitation Program (StRAP).

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures
cc: Heather Bruce, Grants Manager

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

July 25, 2022

Billy Ivey
Duplin SWCD
165 Agriculture Dr.
Kenansville, NC 28349

NOTIFICATION OF FUNDING OFFER

Dear Billy Ivey,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services - Division of Soil & Water Conservation, I am pleased to inform you that $1,656,157.00 for your project, StreamFlow Rehabilitation Program (StRAP), was approved.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, there are two (2) options to complete the contract. It is acceptable to have everyone sign the contract electronically or submit two (2) original signed contracts. Depending on the method you choose, please return as shown below:

Electronic Signed Contract: Heather Reichert, Administrative Specialist, Heather.reichert@ncagr.gov
Original signatures mail: Heather Reichert, Administrative Specialist, N.C. Department of Agriculture & Consumer Services, Division Name, 1614 Mail Service Center, Raleigh, NC 27699-1614

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. All authorized representative signatures must be in **blue or black** ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet. **Failure to complete and return the contract packets within 60 days of this letter or the deadline of any written extension provided will result in funding cancellation for the project.**

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I would like to take this opportunity to thank you for participating in the StreamFlow Rehabilitation Program (StRAP).

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures
cc: Heather Bruce, Grants Manager

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 • Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer

Signature Card

Attachment E

CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.

SECTION I.	
Date:	September 6, 2022
Legal Applicant Organization/Agency Name:	County of Duplin
Federal Tax Identification Number:	56-6000296

SECTION II.

Certification:
By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

~~NON GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)~~	
~~Board Chair, Executive Director, etc.~~	~~Financial Representative, Treasurer, etc.~~
Print Name & Title:	Print Name & Title:
Signature:	Signature:

GOVERNMENTAL ENTITIES (Must match Contract signature)	
Authorized Governmental Official	**Chief Fiscal Officer**
Print Name & Title: Davis Brinson, Duplin County Manager	Print Name & Title: Tracy Chestnutt, Finance Officer
Signature: Davis H. Brinson	Signature: Tracy Chestnutt

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

County of Duplin - Duplin Soil and Water Conservation
Grantee Organization Name

Davis H. Brinson — 9/6/22
Signature of Authorized Representative — Date

Davis Brinson — County Manager
Printed Name of Authorized Representative — Title

XV. Signature Warranty:

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

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail. It is required that each party retain a fully executed copy of this contract.

Grantee: DUPLIN

Signature of Authorized Representative — Date: 9/6/22

DEXTER B. EDWARDS — CHAIRMAN BOCC
Printed Name — Title

Witness:

Signature — Date: 9/6/22

Davis H. Brinson — County Manager/Clerk
Printed Name — Title

North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative — Date

N. David Smith, Chief Deputy Commissioner

June 23, 2021

Dexter B Edwards
Chairman
Duplin County
PO Box 910
Kenansville, NC 28349-0910

Re: Contract Agreement for Grant Number 2021-069-3201-2587; Your Signature and Reply is Requested
Project Title: "eGourmet Solutions, Inc./Project Ginny"

Dear Chairman Edwards:

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Scope of Services: Outlines the scope of the renovation/construction project.	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request reimbursements from Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Closeout/Job Requirements: Outlines the process for the Unit of Local Government to report the creation and maintenance of jobs to the Department of Commerce.	No Signature Required
Exhibit E	Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official - Unit of Local Government and Legal Property Owner listed on the Deed.
Exhibit F	Promissory Note: Defines the repayment terms of the Loan in the event of default.	Legal Property Owner listed on the Deed.
Exhibit G	Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each Business involved in the project.
Exhibit H	Deed of Trust Documentation	Highest Elected Official – Unit of Local Government

Execute these documents, scan a quality copy and return to my attention at rgpreports@nccommerce.com. If you have any questions or if I can be of any assistance, please contact me at (919) 814-4671 or nichole.gross@nccommerce.com .

Sincerely,

Nichole M. Gross
Grant Manager

Enclosure

The North Carolina Department of Commerce ("Commerce"), an agency of the State of North Carolina ("State"), enters into this Rural Economic Development Grant Agreement ("Grant Agreement") with **Duplin County** (the "Governmental Unit" and, together with Commerce, the "Parties").

WHEREAS, the North Carolina General Assembly ("General Assembly") has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority ("Rural Authority") to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement's Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality ("Waiver")), the Rural Authority has approved a grant (the "Grant") to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Kemon NC LLC, a Delaware limited liability company** (the "Owner") owns certain real property located at:

311 Southeast Railroad St
Wallace, NC 28466

in **Duplin** County, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project," as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

(a). As conditions of the Grant Agreement:

i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;

ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment ("LBC") in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;

iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and

iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs ("New Jobs") to complete the Project as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality ("Waiver"), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.

(b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit's rights of access, review or monitoring and Commerce's rights as a third-party beneficiary thereunder.

(c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.

(d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.

(e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

(a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

(b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **6/17/2021** ("Effective Date") and shall terminate on **6/17/2023** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **$150,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the

Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.

(a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.

(b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.

8. Project Records.

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

(b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

(a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.

(b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.

(c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.

(d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.

(e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit

shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

(a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

(b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in

connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. <u>Governmental Unit Representations and Warranties</u>. The Governmental Unit hereby represents and warrants that:

(a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.

(b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.

(c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.

(d). The Governmental Unit is solvent.

(e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.

(f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. <u>Cessation/Termination, Bankruptcy, Dissolution or Insolvency</u>.

(a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.

(b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

(c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

(a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

(b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

18. Special Provisions and Conditions.

(a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.

(b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.

(c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.

(d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

(e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: **Hazel Edmond**
Program Manager
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit: Attn: **Dexter B Edwards**
Chairman
Duplin County
PO Box 910
Kenansville, NC 28349-0910

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.

21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.

22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.

23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

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

Duplin County

Signature: ______________________ [SEAL]

Printed Name: DEXTER B. EDWARDS

Title: BOCC CHAIRMAN

Date: 9.6.2022

North Carolina Department of Commerce

Signature: ______________________ [SEAL]

Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 6/23/2021

eGourmet

EXHIBIT A
SCOPE OF PROJECT

Summary: The project will support the reuse of a 63,100 SF building located at 311 Southeast Railroad Street in Wallace. The building was constructed in 1949 and has been vacant for seven years. eGourmet Solutions, Inc. is a 3rd party logistics company that specializes in order fulfillment and transportation services for temperature-sensitive projects such as refrigerated and frozen foods, pharmaceuticals, and cosmetics.

EXHIBIT B
PAYMENT SCHEDULE

Eligible Expenditures:
Vacant Building Category: within the existing building footprint
Existing Business Building Category: within the existing building and/or additions
Rural Health Care Category: within the existing building, additions and/or new construction
Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

Reimbursement Requirements:
The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Evidence that the 5% local government match has been satisfied (first payment request),
3. Copies of eligible project invoices that support the request amount,
4. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
5. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

EXHIBIT C
REPORTING SCHEDULE

Progress reports are due on January 15th and July 15th for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

EXHIBIT D
JOB VERIFICATION AND CLOSE OUT REQUIREMENTS

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

Job Verification
To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.
Grantees should submit the following as evidence of job creation and maintenance:

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.
2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
   - NCUI 101 Forms should be submitted to Commerce.
   - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
   - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
   - The jobs created and the baseline must be maintained concurrently during the same six-month period.
   - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
   - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos that show a variety of views of the completed project.

All forms, including reporting and request for payment, can be found on the Commerce website at http://www.nccommerce.com/rgp . Email completed forms and reports to rgpreports@nccommerce.com .

Duplin County (the "Governmental Unit") enters into this Loan Agreement and Legally Binding Commitment (the "LBC," including the "Loan," defined below with **Kemon NC LLC, a Delaware limited liability company** (the "Owner" and, together with the Governmental Unit, the "Parties").

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the "Rural Authority") of the State of North Carolina ("State") has awarded a grant (the "Grant") to the Governmental Unit, and the North Carolina Department of Commerce ("Commerce"), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the "Grant Agreement") between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality ("Waiver")); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

311 Southeast Railroad St
Wallace, NC 28466

in **Duplin** County, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project," as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. Third-Party Beneficiary. The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.
   (a) The Governmental Unit hereby loans to the Owner the sum of **$150,000.00** (the "Loan"), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
   (b). As conditions of receiving the Loan:
      i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
      ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
      iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
   (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.
   (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A "New Job" shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **6** full-time jobs in North Carolina ("Baseline Number") that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **20** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

   (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.

4. Changes in the Project or Other Conditions.
   (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
   (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

5. Term of LBC. The effective period of this LBC shall commence **6/17/2021** ("Effective Date") and shall terminate **6/17/2023** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

6. Independent Status of the Governmental Unit.
   (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into

employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

(b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.

7. Project Records.

(a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.

(b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal

monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

(a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.

(b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.

(c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the

Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
   (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
   (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
   (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
   (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
   (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
   (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.

   (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.
   (h). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. The Owner hereby represents and warrants that all Cash Match funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of improper expenditures of Cash Match funds. The Owner shall expend all Cash Match funds prior to or simultaneously with and at the same rate as its expenditure of Loan funds.

12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
   (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
   (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
   (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
   d). Notwithstanding the foregoing and wherever referred to in this LBC, "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the

circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.
   (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
   (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
      i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **$7,500** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
      ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
      iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.

   (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.

14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

16. Special Provisions and Conditions.
   (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
   (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
   (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
   (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

DUPLIN COUNTY
BOARD OF COMMISSIONERS
SEPTEMBER 6, 2022

I. Duplin County Water System Asset Inventory and Assessment (AIA) Funding Application

A. Authorization to file Grant Funding Application for Asset Inventory and Assessment

1. Discussion: Division of Water Infrastructure (DWI) makes funding available for municipalities to perform Asset Inventory and Assessments. The maximum grant is $400,000 dollars. There are no matching funds required for this program. The funds from this grant would be used to conduct a rate study, develop an asset management plan including conditions of existing assets and replacement recommendations, perform GIS work, and Capital Improvement planning. Applications are due September 30, 2022.

2. **Action Requested: Motion adopting Resolution Authorizing Asset Inventory and Assessment Application for grant funding for Duplin County Water System Evaluation**

RESOLUTION
AUTHORIZING ASSET INVENTORY AND ASSESSMENT APPLICATION
WATER SYSTEM EVALUATION AND IMPROVEMENTS
DUPLIN COUNTY

WHEREAS, Duplin County has need for and intends to construct, plan for, or conduct a study in a project described as Water System Asset Inventory and Assessment, and

WHEREAS, Duplin County intends to request State loan and/or grant assistance for the project.

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

That Duplin County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Duplin County to make a scheduled repayment of the loan, to withhold from Duplin County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

If applying for a regional project, that the **Applicant** will partner and work with other units of local government or utilities in conducting the project.

That Dexter B Edwards, Chairman, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 6th day of September, 2022 at Duplin County, North Carolina.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Duplin County does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Duplin County Board of Commissioners duly held on the 6th day of September, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of September, 2022.

(SEAL)

ATTEST:

Davis H. Brinson
Clerk to the Board

DUPLIN COUNTY
BOARD OF COMMISSIONERS
SEPTEMBER 6, 2022

I. Duplin County Water Department Golden LEAF Foundation SITE Program Well Project

A. Authorization to file Grant Funding Application for New Well Construction

1. Discussion: The Golden LEAF Foundation has a new program (SITE Program) to assist units of government with site preparation to attract businesses. A new water supply well is desired in the West Park Industrial Park near Warsaw to keep up with growing system demand. The program consists of three phases, of which two phases are completed at this site. The third phase is the development of public infrastructure. The maximum grant is one million dollars. There are no matching funds or job requirements required for this program. Since Duplin County is currently designated as a Tier 1 County, they will receive a higher priority in the award of grant funding. The county owns approximately 124 acres in this area, designated for industrial growth. The well site will require approximately 1.1 acres of county owned property. Applications are due September 19, 2022.

2. **Action Requested: Motion authorizing Duplin County to apply for Golden LEAF Foundation SITE Program grant funds for the construction of a new water supply well.**

PRELIMINARY COST ESTIMATE
2022 GLF SITE PROGRAM WELL CONSTRUCTION PROJECT
WEST PARK DRIVE
DUPLIN COUNTY

Item	Description	Unit	Quantity	Price	Amount
Construction Costs					
1	Test Well Drilling	LF	450	$42.00	$18,900.00
2	Test Well Individual Formation Testing and sample collection	EA	6	$8,500.00	$51,000.00
3	Lab. Water Analyses for Asbestos	EA	6	$200.00	$1,200.00
4	Lab. Water Analyses for Radiological Series	EA	6	$425.00	$2,550.00
5	Lab. Water Analyses for THM & Haloacetic Form.	EA	9	$325.00	$2,925.00
6	Lab. Water Analyses for Volatile Organic Chem. Series.	EA	9	$175.00	$1,575.00
7	Lab. Water Analyses for Synthetic Organic Chem. Series	EA	12	$900.00	$10,800.00
8	Lab. Water Analyses for Inorganic Contaminants	EA	9	$475.00	$4,275.00
9	Lab. Water Analyses for UCMR Contaminants	EA	9	$950.00	$8,550.00
10	300 GPM Gravel Packed Deep Well	LS	1	$180,000.00	$180,000.00
11	300 GPM Deep Well Turbine Pump & Motor	LS	1	$62,000.00	$62,000.00
12	6" Well Head for Turbine Pump	LS	1	$17,500.00	$17,500.00
13	Well House Block and Brick Masonry	LS	1	$60,000.00	$60,000.00
14	Electrical for Well Pump House	LS	1	$68,000.00	$68,000.00
15	Gas Chlorination & Polyphosphate Feed Systems for Well	LS	1	$27,800.00	$27,800.00
16	Blow-Off Drainage & Site Piping	LS	1	$28,750.00	$28,750.00
17	Site Landscaping, CABC Surfacing, Storm Sewer and Fencing	LS	1	$70,600.00	$70,600.00
18	Generator Set for Well House	LS	1	$90,000.00	$90,000.00
19	Well Remote Control & Modifications to SCADA System	EA	1	$30,000.00	$30,000.00
20	Mobilization	LS	1	$3,500.00	$3,500.00
21	Electrical Allowance - Three Phase Power	AL	1	$8,000.00	$8,000.00
22	Staking Allowance	AL	1	$4,000.00	$4,000.00
	Subtotal				$751,925.00
23	Construction Administration (270 days)				$50,300.00
24	Construction Observation (270 days)				$54,200.00
25	Contingency				$45,000.00
	Subtotal Construction				**$901,425.00**
	Engineering Costs				
26	Engineering Design				$71,400.00
27	Preliminary Engineering Report				$7,500.00
28	Engineering Reimbursables				$1,500.00
29	Surveying				$4,500.00
30	GIS Allowance				$3,000.00
	Adminstration Costs				
31	Legal Costs				$2,000.00
32	Permitting, Permitting Fees and Reimbursables				$4,000.00
	TOTAL PROJECT COST				$995,325.00

Golden LEAF FOUNDATION

301 North Winstead Avenue, Rocky Mount, NC 27804
Phone: 252-442-7474 Toll Free: 888-684-8404
www.goldenleaf.org

SITE Program - Identification Certification and Signature Form

Established in 1999, Golden LEAF was created to manage one-half of North Carolina's share of funds from the Master Settlement Agreement with tobacco companies. The Foundation supports tobacco-dependent, economically distressed and/or rural communities in North Carolina working to transition to more prosperous and stable economies. Golden LEAF has an open door policy and encourages individuals to contact the Foundation to discuss project ideas or other issues before submitting an application.

Project Title West Park Water Supply Well

Date Submitted (mm/dd/yyyy) 09/19/2022

This fully signed form is to be uploaded as a required attachment to the online, Golden LEAF SITE Program - Identification application. The application is incomplete without all required attachments outlined in the application guidelines and checklist, and without signatures from two authorized officials of the applicant organization.

AGREEMENT and CERTIFICATION

By signing below, we affirm that we are authorized representatives and have the authority to act on behalf of the organization applying for this Golden LEAF grant. We further agree and acknowledge the following: The information provided in this material is correct and complete; the funds granted by Golden LEAF will be used exclusively for charitable, scientific, educational or other tax-exempt public purposes; and, requests for funding and all supporting information submitted to Golden LEAF are subject to the Public Records Act, and therefore available for public inspection.

For Duplin County
Applicant Organization

Signature Dexter B Edwards Date 09/6/2022

Name Dexter (First) B (Middle/Initial) Edwards (Last)

Title Chairman, Board of Commissioners

Signature Davis H. Brinson Date 09/6/2022

Name Davis (First) H. (Middle/Initial) Brinson (Last)

Title County Manager, Clerk to the Board

Please complete all items in the application and upload all required attachments.

DUPLIN COUNTY
BOARD OF COMMISSIONERS
SEPTEMBER 6, 2022

I. Duplin County Division of Water Infrastructure Funding Application - Well Replacement

A. Authorization to file Funding Application for Replacement Well Construction

1. Discussion: The NC Department of Environmental Quality, Division of Water Infrastructure has funds available for infrastructure needs. Well F-1 was constructed in 1997. A replacement well is desired due to decreased capacity of the well. The application will be in the approximate amount of $900,000.00. This application is for 100 percent grant. Applications are due September 30, 2022.

2. **Action Requested: Motion Adopting the Resolution Authorizing Division of Water Infrastructure Application for Well Replacement Construction.**

RESOLUTION
AUTHORIZING DIVISION OF WATER INFRASTRUCTURE APPLICATION
2022 WATER SYSTEM IMPROVEMENTS – WELL REPLACEMENT
DUPLIN COUNTY

WHEREAS, Duplin County has need for and intends to construct, plan for, or conduct a study in a project described as 2022 Water System Improvements - Well Replacement, and

WHEREAS, Duplin County intends to request State loan and/or grant assistance for the project.

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

That Duplin County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Duplin County to make a scheduled repayment of the loan, to withhold from Duplin County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Dexter B Edwards, Chairman, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

That application exhibits are hereby approved and the authorized official is authorized to sign as part of formal application preparation/submittal, to include, but not limited to:

1. North Carolina Department of Environmental Quality Request for Funding.
2. Approval/Amendment of local plans to include but not limited to Capital Improvement Plan, Asset Management Plan and Water Loss Reduction Plan.

Adopted this the 6th day of September, 2022 at Duplin County, North Carolina.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Duplin County does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Duplin County Board of Commissioners duly held on the 6th day of September, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of September, 2022.

(SEAL)

ATTEST:

Davis H. Brinson
Clerk to the Board

DESIGN-BUILD AGREEMENT

PART I

(PRE-CONSTRUCTION SERVICES)

THIS DESIGN-BUILD AGREEMENT PART I (Pre-Construction Services) (the "Agreement") is made and effective as of this day ________ between

THE CONTRACTOR: **DANIELS & DANIELS CONSTRUCTION COMPANY, INC.**
P.O. Box 10337
Goldsboro, NC, 27532
Phone 919-778-4525
Fax 919-778-6850

and

THE OWNER: Duplin County
P.O. Box 950
Kenansville, NC 28349
Phone 910-296-2100

THE PROJECT: Services to the Aged and Veterans Services Facility

Location: 77.981 longitude and 34.951 latitude in Kenansville, NC

Description: Please refer to Second Request for Qualification issued by the Owner on June 8, 2022 along with the Contractor's responses thereto (attached). This agreement is for the programming portion of the pre-construction only, specifically to assess current and projected needs of Duplin County Services to the Aged and Veterans Services departments. This will include space needs, functional relationship and priorities for the project, with interior and exterior spaces.

Article 1
Contractor Responsibilities and Services

INITIAL
DBE

1. Contractor shall review the Owner's Program or assist the Owner in preparation of the Program to determine the Project requirements and assess current and projected needs of the Duplin County Services to the Aged and Veterans Services departments. Contractor's review shall also provide to the Owner preliminary evaluation of the site with regard to access, traffic, drainage, parking, building placement and other considerations affecting the building, as well as information regarding the applicable governmental laws, regulations and requirements. Contractor shall review the Owner's existing test reports, but will not be required to undertake any independent testing, nor be required to furnish types of information derived from such testing in its preliminary evaluation, unless requested by the Owner. Contractor shall also propose alternative architectural, civil, structural, mechanical, electrical and other systems for review by the Owner in accordance with the Owner's requirements in terms of cost, technology, quality and speed of delivery. Based upon its review and verification of the Owner's Program and other relevant information, Contractor shall provide a preliminary evaluation of the Project's feasibility for the Owner's acceptance. Contractor's preliminary evaluation shall specifically identify any deviations from the Owner's Program.

Article 2
Owner's Responsibilities

1. The Owner shall provide full information in a timely manner regarding requirements for the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria. Owner shall throughout the performance of this Agreement cooperate with Contractor. Owner shall perform its responsibilities, obligations and services, including its reviews and approvals of Contractor's submissions, in a timely manner so as not to delay or interfere with Contractor's performance of its obligations under this Agreement.

2. The Owner shall establish and update an overall budget for the Project, including reasonable contingencies. This budget shall not constitute the contract sum.

3. The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by Contractor in order to avoid unreasonable delay in the orderly and sequential progress of Contractor's services. The Owner's initial authorized representative shall be:

______Davis Brinson________________________________
_______P.O. Box 950 Kenansville, NC
28349____________________________
______________910-296-2100______________________

4. The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades, and lines of streets,

INITIAL

alleys, pavement, and adjoining property and structures, adjacent drainage, rights-of-way, restrictions, easements, encroachment, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees, and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

5. The Owner shall furnish the services of geotechnical engineers when such services are stipulated in this Agreement or deemed reasonably necessary by Contractor. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipated subsoil conditions. The services of geotechnical engineers or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

6. The Owner shall disclose, to the extent known to the Owner, the results and reports of prior test, inspection or investigations conducted for the Project involving: structural or mechanical systems' chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. The Owner shall disclose all information known to the Owner regarding the presence of pollutants at the Project's site.

7. The Owner shall promptly obtain easements, zoning variances and legal authorizations regarding site utilization where essential to the execution of the Owner's program.

8. Those services, information, surveys, and reports required by paragraphs 4 through 7 which are within the Owner's control shall be furnished at the Owner's expense, and Contractor shall be entitled to rely upon the accuracy and completeness thereof, except to the extent the Owner advises Contractor to the contrary in writing.

9. The Owner shall communicate with persons or entities employed or retained by Contractor through Contractor only, unless otherwise directed by Contractor.

Article 3
Ownership of Documents

1. Drawings, specifications, and other documents and electronic data furnished by Contractor are instruments of service ("Instruments of Service"). Contractor, or Contractor's Architect and other providers of professional services, shall retain all common law, statutory and other reserved rights, including copyrights in those Instruments of Service furnished by them. Drawings, specifications, and other documents and electronic data are furnished for use solely with respect to this Agreement. The Owner shall be permitted to retain copies, including reproducible copies, of the drawings, specifications, and other documents and electronic data furnished by Contractor for information and reference in connection with the Project only.

2. If the Part 2 Agreement is not executed, the Owner shall not use the drawings, specifications, and other documents and electronic data furnished by Contractor without the prior written permission of Contractor, which shall not be unreasonably withheld.

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3. The Owner's use of the Instruments of Service on other projects or on this Project without Contractor's written authorization and continued involvement is at the Owner's sole risk.

4. Contractor shall obtain from its Architect/Engineer, Subcontractors and consultants property rights and rights of use that correspond to the rights given by Contractor to the Owner in this Agreement.

5. If the Owner requires that the Owner and Contractor exchange documents and data in electronic or digital form, prior to any such exchange, the Owner and Contractor shall agree on a written protocol governing all exchanges.

Article 4
Compensation

1. Compensation for Contractor's programming services under this Agreement, as defined in Article 1 above, shall not exceed forty-five thousand dollars ($45,000), unless expressly authorized in writing by the Owner.

2. Payments for Contractor's programming services and any additional services agreed upon by Contractor and the Owner under this Agreement shall be made monthly based upon the value of the services performed during the previous calendar month. Unless otherwise specified, Contractor shall submit an itemized invoice to the Owner at the end of the month during which services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Agreement and must appear on all invoices and correspondence. Total cumulative payments under this Agreement shall not exceed twenty-five thousand dollars ($45,000).

3. Payments shall be due and payable upon the Owner's receipt of Contractor's Application for Payment and shall be late if not paid within thirty (30) days following the Owner's receipt of such Application for Payment.

4. For additional services, compensation shall be determined as follows:
_______Any additional services must be expressly authorized in writing by the Owner.

5. Reimbursable expenses ("Reimbursable Expenses") are in addition to compensation for basic and additional services, and include actual expenditures made by Contractor and its employees and agents in the interest of the Project. Reimbursable Expenses shall include, without limitation, the following expenses: N/A

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6. Compensation for Reimbursable Expenses shall be a multiple of (N/A) times the actual amounts expended. Compensation for Direct Personnel Expense shall be charged at Contractor's standard rates as established by Contractor from time to time. (N/A)

7. If the scope of the Project is changed materially, the amount of compensation may be equitably adjusted by mutual agreement of both parties.

8. The compensation set forth in this Agreement may be equitably adjusted, in the Owner's discretion, if through no fault of Contractor the services have not been completed within one hundred and twenty (120) days of the date of this Agreement.

9. If Contractor is delayed in the performance of services under this Agreement through no fault of Contractor, any applicable schedule shall be equitably adjusted.

Article 5
Termination of Agreement

1. This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail to perform substantially in accordance with its terms through no fault of the party initiating the termination.

2. The Owner may, without cause, order the Contractor to terminate, suspend, delay or interrupt the Project in whole or in part for such period of time as the Owner may determine.

3. In the event of termination not the fault of Contractor, Contractor shall be compensated for services performed through the termination date.

Article 6
Miscellaneous Provisions

1. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflict of laws provisions thereof. The parties to this Agreement irrevocably submit to the jurisdiction of any state or federal court sitting in Duplin County, North Carolina over any suit, action, or proceeding arising out of or relating to this Agreement. Each party to this Agreement irrevocably waives, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

2. The Owner and Contractor, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither the Owner nor Contractor shall assign this Agreement without the written consent of the other; provided, however, that nothing in this Agreement shall prohibit Contractor from subcontracting any portion of the services provided under this Agreement.

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3. Unless otherwise provided, neither the design for nor the cost of remediation of hazardous materials shall be the responsibility of Contractor. Contractor shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

4. This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Contractor.

5. The Owner and Contractor hereby waive and release each other from any and all consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

6. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor.

7. The Owner and the Contractor agree that the Contractor is an independent contractor and shall not represent itself as an agent or employee of the Owner for any purpose in the performance of duties under this Contract. Accordingly, the Contractor shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of activities performed 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.

8. The 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.

9. The Contractor shall at all times comply with the Duplin County Minority Business Participation Outreach Plan. Documentation substantiating compliance with the requirements of this program shall be delivered to the Owner.

10. The Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. The 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 the 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 the Owner, and the Contractor may be declared ineligible for further contracts.

11. To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless the Owner 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

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to court action) arising out of or resulting from the Contractor's performance of this Contract. This indemnification requirement shall survive the termination of this Contract.

12. The 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.

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

14. The 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.

15. The 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.

16. The Contractor certifies that it is not delinquent on any taxes, fees, or other debt owed to Duplin County. The Contractor covenants and agrees to remain current on any taxes, fees, or other debt owed by to Duplin County during the Term of this Contract.

17. 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 the Owner 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.

18. For all services being provided hereunder, the Owner 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, the Contractor must make the materials to be audited available within one (1) week of the request for them.

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

Contractor: Daniels & Daniels Construction Company, Inc.

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By: ______________________

Date: ______________________

Owner: Duplin County

By: David W. Bunson

Title: County Manager/Clerk to the Board

Date: Sept. 6, 2022

ND: 4828-8407-5796, v. 1

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Summary of Further Revisions to Personnel Policy as Adopted by Board of County Commissioners on August 15, 2022

Definition of Break in Service will now simply state (page 11):

Any separation from employment with the County whether by resignation, retirement, lay-off, disability, unauthorized absence or termination when the employee is subsequently re-employed by the County

The FMLA section will now include language reading (112):

Unpaid FMLA periods with no payroll contributions may constitute a break in service with the North Carolina Retirement System. In such cases, an employee may be able to purchase retirement credit from the Local Government Retirement System for any period(s) out of work on authorized leave without pay, and would need to speak to Human Resources staff regarding that process upon returning to work. See Section 6. Leave Without Pay of this Article for more information.

The Leave Without Pay Section will now include language reading (117):

If Local Government Retirement System deductions cannot be made while an employee is out on leave without pay, the period out of work may constitute a break in service. In such cases, an employee may be able to purchase retirement credit from the Local Government Retirement System for any period(s) out of work on authorized leave without pay, and would need to speak to Human Resources staff regarding that process upon returning to work.

***To provide further clarity in response to the hypothetical raised by Commissioner Garner during the 8/15/22 meeting, note that Continuous Service is defined as: The length of employment with the County, from the first date of employment continuing until the employee's separation from employment by retirement, resignation or termination of employment. This definition is applicable for health insurance, longevity pay, and other employee benefits. This definition is not being revised.

Public Health Nurse II-WIC Staff

GENERAL DESCRIPTION OF DUTIES

The primary purpose of this position is to contact with clients and their family members, as well as with other health professional and staff within the health department or community, for determining the client's nutrition needs and ensuring they receive appropriate nutrition services. Direct services are typically provided through the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).

Additionally, this position will provide clinical nursing services in the clinic setting. A high level of nursing skill is required to complete histories, exams, and determine the appropriate action. This employee must stay current and have a working knowledge of standing orders, child health, adults, family planning, maternal health, STD, TB, communicable disease, immunizations, and abnormal pap smear guidelines.

SPECIFIC DUTIES AND RESPONSIBILITIES

EXAMPLES OF ESSENTIAL FUNCTIONS

This list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

75% WIC Nutrition Services

- Uses nutrition assessment information to determine eligibility for WIC.
- Provides individual and small group nutrition counseling on food groups and child development nutrition needs.
- Analyzes clinical and nutritional data in order to prescribe appropriate supplemental foods based on the clients' nutritional needs and food preferences.
- Interprets laboratory information.

10% WIC Breastfeeding Coordinator

- Serves as WIC Breastfeeding Coordinator and WIC Breastfeeding Peer Counselor Manager with supervision of the Breastfeeding Peer Counselor.
- Manages In-Home Breast Pump Loan Program.
- Serves as breastfeeding educator and resource for staff, hospital staff, and other medical providers.
- Coordinates breastfeeding education for prenatal clinic.
- Provides assistance on grant proposals focusing on breastfeeding.

5% Medical Nutrition Therapy

- Provides comprehensive and complex medical nutrition therapy to pregnant women, adults, children, and infants who have one or more nutritionally related chronic or acute disease conditions, such as but not limited to: metabolic disorders (diabetes, polycystic

ovary syndrome, obesity); acute and chronic infections such as HIV; growth disorders (e.g. failure to thrive/underweight); genetic abnormalities; developmental, sensory, and motor disabilities; pulmonary disease; conditions that impact the length or outcome of gestation; and immunological disorders such as food allergies.
- Conducts a comprehensive nutrition assessment on each patient using anthropometric and biochemical measurements, clinical, dietary and socio-economic information to write a nutrition care plan.
- Provides in-depth individual counseling concerning therapeutic diets, developmental processes, programmatic parameters, and nutrition principles.
- Determines an appropriate food prescription.
- Develops a realistic plan of care with the patient and other health care providers.
- Counsels and assists client with behavior change to meet medical goals.
- Discusses treatment plans and dietary modifications with the client and with other members of the health team.
- Provides case management as necessary and identifies community resources.
- Assimilates and integrates psychosocial information, cultural issues, and literacy level into counseling sessions and overall plan of care.
- Researches nutritionally related medical problems using current nutrition and medical texts and literature accessed through searching medical journal databases.
- Documents all aspects of nutritional care in the electronic medical record according to agency's policies and procedures.
- Assists with the Diabetes Self-Management Education Program.
- Develops nutrition educational resources such as presentations and handouts.
- Reviews nutrition education resources for appropriateness with targeted populations.
- Participates in Quality Assurance.

5% General Clinic

- Participates in direct patient care of clients receiving services in the Health Department clinic including adult and child health, STDs, immunizations, and communicable diseases and tuberculosis surveillance and control.
- Refers client to FNP, MD, or other Health Department services as indicated.
- Uses nursing assessment skills to manage client's request/problem using standing orders.
- Maintains knowledge and use of in-house standing orders and lab services.
- Maintains knowledge of immunizations, physical assessment, TB skin testing and treatment, STD treatments, and communicable disease by standing orders.
- Maintains knowledge of HIV control measures to prevent spread of HIV within the community and provides HIV counseling for clients.
- Provides and documents appropriately family planning limited history and dispensing of birth control methods.
- Provides pregnancy testing counseling and documentation.
- Obtains history and work-up of adult health, child health, maternal health, and family planning for the medical providers.
- Stays informed of current public health trends by attending workshops, conferences, and reading professional literature.

- Dispense medications from pharmacy according to current pharmacy policies and procedures adhering to Title X, 340B guidelines, and state verses private pay vaccines.
- Obtains repeat PAP smears as indicated by standing orders for pap smear collection and follow-up.
- Documents according to policies and procedures in EMR.

3% Administration Duties

- Attend professional workshops and conferences to stay updated on current nutritional trends, problems, and state of the art delivery methods for improving the quality of services rendered to clients.
- Assist with strategic planning for expansion and/or maintenance of nutrition programs.
- Assure that all clinical nutrition services are provided in compliance with HIPAA.
- Participate in the Nutrition and Health Promotion Section's strategic planning process and translates concepts created into an effective action plan with timeline. Monitors objectives and adjusts resources to meet objectives.
- Provide input into a marketing plan for nutritional services.

MARGINAL FUNCTIONS

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

2% Other Duties

- Participates in shelter duty and other activities relating to the Department's emergency response and other disaster relief efforts.
- Serves as a team member during outreach projects such as flu vaccine season, and disease outbreaks.
- Performs any other duties and responsibilities as directed.

MINIMUM TRAINING AND EXPERIENCE

- Graduation from a four-year college or university with a B.S. degree in nursing which includes a public health nursing rotation and one year of Public Health experience;
- Graduation from an accredited school of professional nursing and two years professional nursing experience including one year in public health; or
- an equivalent combination of education and experience.
-

ADDITIONAL TRAINING/EXPERIENCE DESIRED:

- Experience in pediatrics, maternity, family planning, STD, and adult health nursing.
- Completion of Child Health and/or STD Training Course.
- Certified Diabetes Educator strongly preferred.
- Experience in managing chronic disease, prenatal, wellness program, and WIC program strongly preferred.

SPECIAL REQUIREMENTS

- Current, valid NC Board of Nursing Certified Registered Nurse
- Valid NC Driver's License
- Reliable means of transportation for work assignments
- Certified in basic CPR life support
- Introduction to Principles and Practices of Public Health Nursing

PERFORMANCE APTITUDES

Data Utilization: Requires ability to review, classify, categorize, prioritize, and/or analyze data and/or information. Includes the ability to perform subsequent actions in relation to this information. Requires thorough knowledge of the science of nutrition and staff management.
Human Interaction: Includes the ability to maintain credibility in the community, to deal tactfully and courteously with the general public and fellow employees and be culturally sensitive. Work involves considerable interaction with staff, clients, general public, and community agencies. Work requires daily contact with staff and other health professionals. Employee works with other staff to coordinate service delivery.
Equipment, Machinery, Tools, and Materials Utilization: Requires the ability to use, operate, and/or handle scales, anthropometric and biochemical measurements, audiovisual equipment and office equipment such as computer and printer, facsimile machine, copier, calculator, and shredder. Also includes the ability to operate a motor vehicle.
Verbal Aptitude: Requires the ability to effectively communicate with clients, the general public and community groups. Includes the ability to relay such information to supervisory staff, co-workers, service providers, and other involved agencies/ persons in a descriptive, objective, and factual manner. Also includes the ability to prepare correspondence, educational materials, brochures, and news releases. Must have knowledge of health education concepts and ability to communicate related ideas/information to the targeted group/individual.
Mathematical Aptitude: Requires ability to perform addition, subtraction, multiplication, and division to include computation of materials costs, and completing required time and expense reports.
Functional Reasoning: Requires the ability to make judgments and decisions in order to work independently. Requires sophisticated knowledge and skill in nutrition care planning, case management and care coordination, health care ethics, quality assurance, and management of nutrition services. Applies current scientific information and best practices regarding nutrition assessment and diet therapy for problem diagnosis, counseling, and evaluation of medically high-risk clients. Position requires additional in-depth expertise in maternal health, pediatrics, and diabetes. Utilizes a variety of basic assessment techniques to obtain information, identify nutritional risks, elicit client action steps, and create a nutrition care plan. The care plan process guides intervention and education efforts in order to modify dietary and other wellness habits that impact upon health. Employees identify problem areas and determine the appropriate programmatic and/or nutrition information to provide. Clients may have multiple problems requiring referral for other services. Also includes the ability to recognize when the assistance of supervisory staff and co-workers is needed.
Situational Reasoning: Employee manages complex clinical nutrition services to medically-high risk clients with a multitude of medical/nutritional problems requiring advanced knowledge and skill, particularly in areas of disease pathophysiology and medical rehabilitation. Employee may provide technical consultation and training to clinicians in developing the nutrition component of the care plan. Requires the ability to exercise judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory, judgmental, or subjective criteria, as opposed to that which is clearly measurable or verifiable. Specifically, must be cognizant of individuals' ability to comprehend information and instructions given

ADA COMPLIANCE

Physical Ability: Tasks involve the ability to exert light physical effort in sedentary to light work, but may involve some lifting, carrying, pushing and/or pulling of objects and materials of medium weight (10 - 15 pounds) for such tasks as moving supplies, equipment. Tasks may involve extended periods of time standing, stooping, and stretching. Duties may require entering sites without handicap accommodations and operating a vehicle.
Manipulative Skills: Work may require extended periods of repetitive motions that include lifting, fingering, grasping, flipping, handling records, papers, and supplies. Requires the ability to perform simple, coordinated movements utilizing fine motor skills. Such movements would be used in operating office equipment, scales, lab equipment, and a motor vehicle.

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Sensory Requirements: Tasks require visual acuity and/or visual perception and discrimination. Tasks require the ability to hear or perceive sounds at normal speaking levels and to receive and understand spoken communications. Tasks include the ability to express ideas by means of spoken word. Tasks include the ability to perceive odors in the immediate environment which may affect workplace safety. Tasks also involve the ability to perceive the nature and attributes of objects through the sense of touch or feeling.
Mental Skills: Work is performed independently according to established procedures and minimal daily instruction is required. Employees are familiar with aims and objectives of the program. Must be able to follow oral and written instructions and explain instructions to others. Must be able to problem-solve and facilitate interventions. Must be able to develop long-range and short-term goals for clients.
Environmental Factors: Office tasks are performed in temperature controlled and clean environment.

PERFORMANCE INDICATORS

The work performance of non-supervisory personnel of Duplin County is routinely evaluated according to the performance criteria outlined herein:

Knowledge of Work: Advanced knowledge and skill in comprehensive nutrition assessment and care planning, including problem diagnosis, counseling, and evaluation of clients from diverse backgrounds and ages, who have a multitude of complex, high-risk medical needs. Advanced knowledge and skill in theoretical principles and practices of normal and clinical nutrition and dietetics, particularly in areas of disease pathophysiology and medical rehabilitation. Advanced knowledge of the principles of supervision and management. Advanced level of knowledge in health care ethics, documentation in the medical record, quality assurance, management of nutrition services. Advanced skill in interpreting nutrition standards to other health professionals and the public is needed. Advanced level of knowledge of the organization and delivery of medical terminology and the roles of the various members of the interdisciplinary health care team. Demonstrated ability in staff development, assuring staff accountability, and conducting personnel performance evaluations. Ability to adapt to emerging or unprecedented problems by extending accepted methods or developing new methods and interventions. Ability to prepare and justify budget requests as well as, monitor, analyze, and manage allocated resources. Strong knowledge of current scientific information regarding nutrition, diet, and health and the ability to relate this information to clients, professionals, and the general public. Full range of skill in conducting a nutrition education or community needs assessment. Strong ability to interpret policy and protocols into operational procedures and work priorities. A full range of skill in organizing and coordinating the work of others. Full range of skill in presenting ideas orally and in a writing a clear, concise manner.
Quality of Work: Maintains high standards of accuracy in performing duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies and occur in areas of responsibility. Maintains quality communication and interaction with intra- and interdepartmental personnel, and any external entities with whom position interacts.
Quantity of Work: Performs described Essential Functions and related assignments efficiently and effectively in a manner to produce a quantify of work which consistently meets established standards and expectations.
Dependability: Assumes responsibility for completion of assigned functions. Completes assigned work within established deadlines in accordance with directives, policies, standards, and prescribed procedures. Maintains accountability for assigned responsibilities in the technical, human and conceptual areas.
Attendance: Attends and remains at work regularly and adheres to policies and procedures regarding absenteeism and tardiness. Provides sufficient notice to upper management with respect to vacation time and leave requests.
Initiative and Enthusiasm: Exhibits an enthusiastic, self-reliance and self-starting approach to meet job responsibilities and accountabilities. Strives to anticipate work to be accomplished, and initiates appropriate and acceptable action for the completion of work with a minimum of supervision and instruction.
Judgment: Exercises analytical judgment in areas of responsibility. A high degree of professional responsibility in providing complex nutrition care and program management is required. Considerable independent judgment is required to adapt and apply organization guidelines, protocols, and professional standards of care to new and changing needs of medically high-risk clients. Considerable independence of judgment and creativity is expected in directing staff, developing training, monitoring staff, and resolving on-the-job problems related to staff performance and conflict resolution. Continuing professional development is needed to carry out responsibilities. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum or errors. Seeks expert or experienced advisement where appropriate, and researches issues, situations, and alternatives prior to exercising judgment.

Scope of Decision: Decisions regarding comprehensive nutrition services will affect the health of clients, and their families. Programmatic decisions may affect the direction and priorities of the program and the health of populations. Work can involve authoritative application of organizational policy. Supervises Nutritionist II positions.
Consequence of Decision: Decisions regarding assessment and care affect clients' nutritional status and health outcome. Program decisions may affect organization efficiency and efficacy in meeting population needs. Work contributes noticeably to health and nutritional status of individual clients, their families, and the local population.
Cooperation: Accepts supervisory and managerial instruction and direction, and strives to meet the goals and objectives of same. Questions such instruction and direction when clarification of results or consequences is justified; i.e., poor communications, variance with established policies and procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation both intra- and interdepartmentally.
Relationships with Others: Shares knowledge with managers, supervisors and co-workers for mutual benefit. Contributes to maintaining high morale among all employees. Develops and maintains cooperative and courteous relationships both intra- and interdepartmentally, and with external entities and whom position interacts. Tactfully and effectively handles requests, suggestions, and complaints in order to establish and maintain good will. Emphasizes the importance of maintaining a positive image. Contacts include clients and their families, other health professionals (within and outside the agency), other administrative staff (within the agency), community members, and the general public.

Coordination of Work: Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology. Avoids duplication of effort. Estimates expected time of completion for work elements, and establishes a personal schedule accordingly. Attends required meetings, planning sessions and discussions on time. Implements work activity in accordance with priorities and estimated schedules.

Safety and Housekeeping: Adheres to all established safety and housekeeping standards, to include regulatory entities. Ensures such standards are not violated.

Employee's Signature   Date   Supervisor's Signature   Date

Duplin County is an Equal Opportunity Employer. In compliance with Americans with Disabilities Act, Duplin County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

GENERAL CONTRACT COVER

This contract is hereby entered into by and between the North Carolina Department of Health and Human Services, Central Management and Support - Office of Rural Health (the "Division") and County of Duplin, Duplin County Health Services (the "Contractor") (referred to collectively as the "Parties").

1. **Contract Documents:**
This contract consists of the following documents, which are incorporated herein by reference:

    (a) This contract cover
    (b) The General Terms and Conditions
    (c) Scope of Work
    (d) Performance Measures Chart
    (e) The Line Item Budget
    (f) State Certification

    Incorporated By Reference
    The following documents are reference materials and are available by going to the following website, Open Window (https://openwindow.ncdhhs.gov/index.aspx?pid=doc_ReferenceDocuments).

    (a) Travel: Policies Governing Travel Related Expenses for Contractors
    (b) General Statutes G.S.143C6 NonState Entities Receiving State Funds
    (c) Subchapter 03M Uniform Administration of State Grants

    These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **Precedence Among Contract Documents:**
In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in the contract document section, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:**
This contract shall be effective on 8/1/2022 and shall terminate on 7/31/2023, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions.

4. **Contractor's Duties:**
The Contractor shall provide the services as described in the scope of work and in accordance with the approved budget.

5. **Division's Duties:**
The Division shall pay the Contractor in the manner and in the amounts specified in the contract documents. The total amount paid by the Division to the Contractor under this contract shall not exceed $21,983. This amount consists of $21,983 in State funds, $0 in Local funds, $0 in Other funds and $0 in Federal funds.

    The total contract amount is $21,983.

6. **Conflict of Interest Policy:**
The division has determined that this contract is not subject to N.C.G.S. 143C-6-22 & 23.

7. **Reversion of Unexpended Funds:**
Any unexpended grant funds shall revert to the Division upon termination of this contract.

8. **Grants:**
The Contractor/Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Contractor/Grantee to comply with the standards set forth in this contract.

9. **Reporting Requirements:**
The Division has determined that this is a contract for financial assistance with a Public Entity. Local governmental agencies subject to N.C.G.S. § 159-34, annual independent audit; rules and regulations, OMB Uniform Guidance 2 CFR Part 200, and N.C.G.S. § 143C-6-22, use of state funds by non state entities. If subgranting is allowable, a nongovernmental subgrantee is subject to the reporting requirements described in Uniform Administration of State Awards of Financial Assistance at 09 NCAC 03M.0205.

10. **Payment Provisions:**
Upon execution of this contract, the Contractor shall submit to the Division Contract Administrator, a monthly reimbursement request for services rendered the previous month by the 10th of each month and, upon approval by the Division, receive payment within 30 days. Monthly payment shall be made based on actual expenditures made in accordance with the approved budget on file with both parties and reported on the monthly expenditure report submitted by the Contractor. If this contract is terminated, the Contractor shall complete a final accounting report and return any unearned funds to the Division within 30 days of the contract termination date. The Division shall have no obligation for payments based on expenditure reports submitted later than 30 days after termination or expiration of the contract period. All payments are contingent upon fund availability.

11. **Contract Administrators:**
All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's contract administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial contract administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its contract administrator by giving timely written notice to the other Party.

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For the Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
David Howard, Administrative Assistant for Contracts Central Management and Support - Office of Rural Health 311 Ashe Avenue, Cooke Bldg Raleigh, NC 27606 **Telephone :** (919)-527-6451 **Fax:** ()-- **Email:** david.howard@dhhs.nc.gov	David Howard, Administrative Assistant for Contracts Central Management and Support - Office of Rural Health 311 Ashe Avenue, Cooke Bldg Raleigh, NC 27606

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Tracey Simmons-Kornegay, Health Director Duplin County Health Services 340 Seminary Street, PO Box 948 Kenansville, NC 28349 **Telephone:** (910)-372-9147 **Fax:** (910)-296-0252 **Email:** tracey.s.kornegay@duplincountync.com	Tracey Simmons-Kornegay, Health Director Duplin County Health Services 340 Seminary Street, PO Box 948 Kenansville, NC 28349

12. Supplementation of Expenditure of Public Funds:
The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

13. Disbursements:
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

14. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the Division all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the Division.

15. Other Requirements:
Any changes to the budget must be requested in writing by the contractor, and written approval granted by the Division. Changes that exceed 15% of any budgeted line item will require a formal contract amendment.

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

Signatures follow on next page

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In Witness Whereof, the Contractor and the Division have executed this contract in duplicate originals, with one original being retained by each party.

County of Duplin, Duplin County Health Services

Tracey Simmons-Kornegay Tracey Simmons-Kornegay (Aug 9, 2022 16:52 EDT)	Aug 9, 2022
Signature	Date
Tracey Simmons-Kornegay	Health Director
Printed Name	Title

WITNESS

Lauren Smith Lauren Smith (Aug 9, 2022 17:54 EDT)	Aug 9, 2022
Signature	Date
Lauren Smith	Accounting Tech V
Printed Name	Title

Central Management and Support - Office of Rural Health, North Carolina Department of Health and Human Services

Margaret LA	Aug 10, 2022
Signature	Date
Margaret L. Sauer	Director
Printed Name	Title

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

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

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

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

Miscellaneous

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

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

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

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

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Medication Assistance Program Grants

Scope of Work

Background

North Carolina citizens who are uninsured or who qualify for Medicare Part D coverage often find that they cannot afford the medications required to treat or care for their chronic health problems. The Division's Medication Assistance Program funding is earmarked, especially for these citizens, by the General Assembly in Session Law 2012-142.

The Contractor is a Health Department that serves low-income, uninsured, and homeless populations in Duplin County through a single clinic site, offering primary medical, dental, and behavioral health services on a reduced or sliding fee basis for those who qualify. This grant award supports the Contractor's efforts to provide medications to affected citizens by assisting the Contractor with salaries and an annual license fee to a medication assistance software program.

Purpose

The purpose of this grant is to:

1. Help low-income citizens of all ages access free and low-cost drugs through manufacturer's prescription assistance programs
2. Provide assistance in accessing programs (where available) to fill the coverage gaps in Medicare Part D coverage. Assist seniors who do not enroll for Part D to apply for any available prescription assistance programs.

Scope

The Contractor shall use all funds awarded under this grant to support the Medication Assistance Program, specifically:

1. Assist all underinsured and uninsured citizens with accessing prescription drugs through manufacturer's programs and provide direct assistance in obtaining medication using The Pharmacy Connection (TPC) software. The Contractor must specify a dispensing plan that will ensure its patients will receive the medications that are procured on their behalf.
2. Collaborate closely with local public and private health care providers including pharmacists, primary care physicians, health departments, hospitals, senior centers, Area Agencies on Aging, and local Seniors' Health Insurance Information Program (SHIIP) coordinators to ensure the success of their efforts.

In addition, the Contractor may work with Medicare eligible seniors to:

3. Access prescription assistance programs to cover gaps in Medicare Part D
4. Apply for any available prescription assistance programs for seniors who do not enroll for Part D

Performance Requirements/Standards

The Contractor will ensure it complies with the policies and procedures developed by the Division that aim to effectively operate the Medication Assistance Program. This includes but is not limited to:

1. Serving the targeted population
2. Supporting collaborative efforts aimed at improving access to needed medications
3. Submitting monthly expense reports within ten (10) days of the end of the previous month

4. Submitting supporting documentation of expenses recorded on the monthly expense report within ten (10) days of request by the Division
5. Submitting a final report to the Division within thirty (30) days following the end of the contract term

The Contractor will maintain all relevant records (e.g., invoices, payroll records, patient data, etc.) in accordance with the approved budget and performance measures and will make such records available to the Division upon request.

Monitoring and Quality Assurance

The contract will be monitored according to the following plan:

1. On-site reviews and/or desk reviews: The Division may conduct on-site reviews, interview Contractor staff regarding program goals and accomplishments, and review key performance and financial documentation to ensure compliance with the contract terms
2. Monthly financial reporting and review: The Contractor will submit monthly financial reports to the Division for reimbursement. The Division will review these reports against contract terms to ensure expenses are charged in accordance with the approved line item budget.
3. Other periodic contact with Contractor: Meetings, teleconferences, and other periodic contact with the Contractor to review progress and discuss any questions that may arise

If the contract is deemed out of compliance, the Division will work with the Contractor to correct any deficiencies. If performance issues are not resolved within a reasonable timeframe, a corrective action plan will be implemented. Failure to resolve deficiencies may result in suspension of funding.

Each grantee shall use The Pharmacy Connection (TPC) software provided by the Division to access free and/or low-cost medications for patients enrolled in prescription assistance programs. The Division will provide TPC software, installation, support, and training to all contractors. This will be directly arranged by a separate TPC User Contract with the Virginia Health Care Foundation, which owns the software.

Reimbursement

The Contractor will submit a monthly expense report by the 10th day of each month for the prior month. The monthly expense report will be in the format requested by the Division. Payments will be made based on invoices that reflect approved expenditures up to the not-to-exceed award amount of the grant.

PERFORMANCE MEASURES CHART

The Department of Health and Human Services uses performance measures rubrics as a tool to determine the success of a project and how well services and products are being delivered. Together they enable the Department to gauge efficiency, determine progress toward desired results and assess whether the Department is on track with meeting its goals. The contractor shall adhere to all of the performance requirements/standards in the scope of work, including performance measures in the performance measures chart below.

Measure Type	Output	**Reporting Frequency**	Annual
Measure	Number of unduplicated patients served		

Budget Year	1	**Trend**	Increase
Baseline Value	105		
Target Value	115		
Data Source	The Pharmacy Connection (TPC) software database		
Collection Process and Calculation	Contractor collects information through TPC reports		
Collection Frequency	Quarterly		

Measure Type	Outcome	**Reporting Frequency**	Annual
Measure	Dollar value of all medications received		

Budget Year	1	**Trend**	Increase
Baseline Value	$630,315		
Target Value	$693,345		
Data Source	The Pharmacy Connection (TPC) software database		
Collection Process and Calculation	Contractor collects information through TPC reports		

Collection Frequency	Quarterly

LINE ITEM BUDGET

This begins the line item budget for year 1

Budget Detail - Year 1			
Category	Item	Narrative	Amount
Salary\Wages		Medication Assistance Coordinator - $12,349	$12,349.00
Fringe Benefits		Medication Assistance Coordinator - $6,550	$6,551.00
Other			$0.00
Supplies and Materials	Other	Office supplies to include, but not limited to, printer ink, paper, pens/pencils/highlighters, paper clips, and binders to support medication assistance activities.	$83.00
Repair and Maintenance			$0.00
Staff Development			$0.00
Dues and Subscriptions		TPC Software License Fee	$3,000.00
Subcontracts and Grants			$0.00
Match			$0.00

Budget Detail - Year 1			
Category	Item	Narrative	Amount
Cost Per Service			$0.00
		Sub Total	$21,983.00
Indirect Cost			$0.00
		Total Budget	$21,983.00

Subcontracting and Grants Budget Detail - Year 1			
Category	Item	Narrative	Amount
			$0.00
		Sub Total	$0.00

Salaries - Year 1								
Persons	Position or Title	Annual Salary	Hourly Rate	Months	Work %	Fringe Amount Total	Fringe Percent Total	Total
1	Medication Assistance Coordinator	$30,873.00	0.0000	12	40.00%	$6,551.00	$0.00	$18,900.00

State Certifications

Contract Number 00044744 / Page 15 of 15

Contractor Certifications Required by North Carolina Law

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

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

Certifications

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

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

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

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

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

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

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

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

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

(6) The undersigned hereby certifies further that:

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

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

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

Contractor's Name: Duplin County Health Department

Contractor's Authorized Agent: Signature: Tracey Simmons-Kornegay Date: 2.16.2022

Printed Name: Tracey Simmons-Kornegay Title: Health Director

Witness: Signature: ______ Date: ______

Printed Name: Lauren Smith Title: Accounting Tech V

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

BA # ______

Duplin County
Budget Amendment

Department Title: Health Department
Department Head's Signature: Tracey Simmons-Kornegay
(form can be e-mailed to Finance from Dept. Head)

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

Brief description of why this amendment is being requested:
Budgeting new money received for the COVID Reopening Schools Program (AA 361) that will be presented at the September 6th BOCC meeting.

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
5110-35177	COVID Reopening Schools	115,000.00	5181-41990	Professional Services	100,000.00
			5181-42600	Office Supplies	6,000.00
			5181-42980	Program Supplies	5,000.00
			5181-43110	Travel	2,500.00
			5181-43210	Telephone	1,000.00
			5181-43540	Software Maintenance	500.00
Total		115,000.00	Total		115,000.00

Finance Signature ______
Date Approved: ______

Manager Signature ______
Date Approved: ______

Commisioner Approval ______
Date Approved: ______

9/1/2022

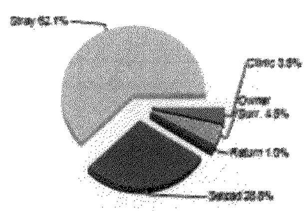
PetPoint
DATA MANAGEMENT SYSTEM

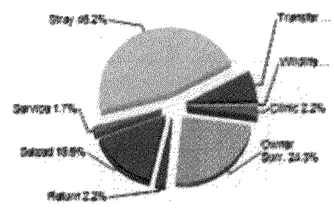
Shelter Statistics - Intake

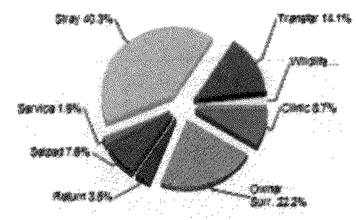
Start Date: August 01, 2022
End Date: August 31, 2022

USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (68 organizations) does not include your shelter's data					United States (1436 organizations) does not include your shelter's data				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intakes That were:															
Previously Altered	0	4	0	1	0	73	400	168	287	3	5,023	15,040	7,478	11,491	250
Totals by Intake															
Clinic	3	3	0	1	0	19	94	20	29	0	2,518	3,860	4,113	4,605	101
Owner Surrender	0	2	0	7	0	253	413	667	403	30	5,633	9,639	12,429	8,860	2,306
Return	0	2	0	0	0	35	68	19	34	1	1,021	2,616	1,009	1,379	94
Seized	6	14	7	30	0	161	446	169	336	22	1,845	6,252	1,914	2,274	1,080
Service	0	0	0	0	0	25	26	16	53	0	223	952	610	1,383	78
Stray	25	23	37	38	0	442	927	1,102	825	58	9,152	19,521	24,924	15,527	1,446
Transfer	0	0	0	0	0	90	110	249	86	5	8,287	6,038	7,222	2,724	365
Wildlife	0	0	0	0	0	0	0	0	0	24	0	0	0	0	3,046
Total	**34**	**44**	**44**	**76**	**0**	**1,025**	**2,084**	**2,242**	**1,766**	**140**	**28,679**	**48,878**	**52,221**	**36,752**	**8,516**







Earliest entry: 8/1/2022
Latest entry: 8/31/2022

Daily Use Date: 11/2/2013
Run Date: 9/1/2022 12:04:18 PM

PetPoint
DATA MANAGEMENT SYSTEM

Shelter Statistics - Outcome

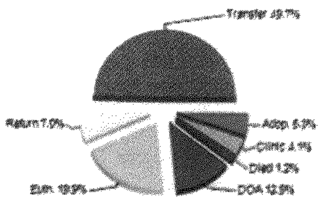
Start Date: August 01, 2022
End Date: August 31, 2022

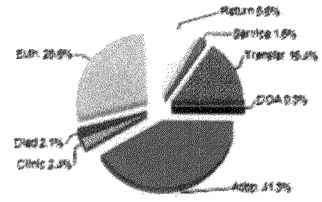
USNC100
Duplin County Animal Services

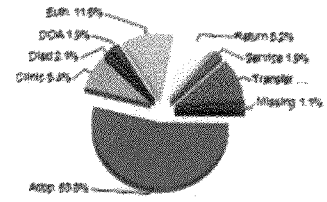
	Your Shelter					North Carolina (68 organizations) does not include your shelter's data					United States (1436 organizations) does not include your shelter's data				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Person															
A) Have Email Address	3	1	2	0	0	377	551	1,084	375	32	17,367	23,004	36,979	17,548	2,900
B) Have Phone Number	8	17	2	1	0	584	1,163	1,347	535	64	20,352	34,038	42,729	22,590	3,970
C) Have ZipCode	7	17	2	1	0	582	1,139	1,313	512	62	20,113	33,702	42,237	22,203	3,922
Totals by Outcome															
Adoption	5	2	2	0	0	501	619	1,299	455	71	16,580	20,114	37,869	16,234	3,436
Clinic	3	3	0	1	0	19	98	21	31	0	2,492	3,629	4,111	4,487	76
Died	0	0	2	0	0	19	12	82	33	5	348	302	1,957	762	271
DOA	0	0	0	22	0	0	6	3	4	3	66	1,164	140	1,198	767
Euthanasia	2	11	5	16	0	55	505	549	883	38	1,010	7,419	3,717	5,891	2,178
Missing	0	0	0	0	0	0	3	0	0	0	29	127	26	811	13
Return To Owner	0	12	0	0	0	67	452	35	46	8	1,339	10,564	665	1,555	192
Service	0	0	0	0	0	22	20	8	54	0	163	414	763	2,029	28
Transfer	26	14	32	13	0	291	329	293	147	35	4,673	5,451	4,807	3,804	702
Wildlife	0	0	0	0	0	0	0	0	0	2	0	0	0	1	906
Total	**36**	**42**	**41**	**52**	**0**	**974**	**2,044**	**2,290**	**1,653**	**162**	**26,700**	**49,184**	**54,055**	**36,772**	**8,569**

Earliest entry: 8/1/2022
Latest entry: 8/31/2022

Daily Use Date: 11/2/2013
Run Date: 9/1/2022 12:04:18 PM







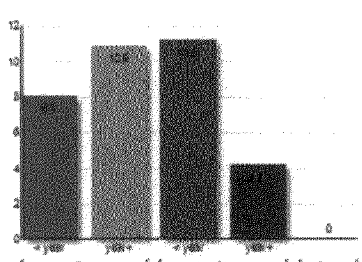
PetPoint

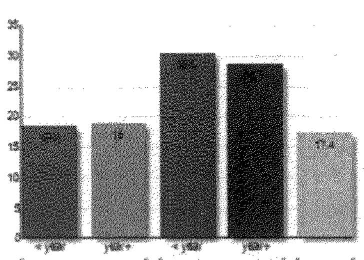
Shelter Statistics - Avg Length of Stay by Intake Type

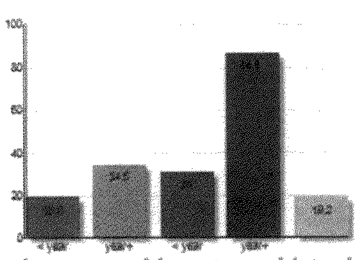
Start Date: August 01, 2022
End Date: August 31, 2022

USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (68 organizations) does not include your shelter's data					United States (1436 organizations) does not include your shelter's data				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intake Type															
Clinic	0	0	0	0	0	0	1.2	1.8	2.8	0	1.5	5.3	1.7	2.1	2.2
Owner Surrender	0	12.8	11.4	5.9	0	18.2	20.3	28.3	27.2	18.9	20.4	30.1	29.8	55.5	26.4
Return	0	6.5	0	0	0	9.3	41.6	14.5	28.2	0	11.1	43.5	8.8	54	24.4
Seized	8.7	13.6	9.7	1.3	0	17.2	18.5	41.1	15.1	28.5	20.9	26.5	35.8	39.5	32.1
Service	0	0	0	0	0	1	3.2	2.6	1.7	0	15.8	7.5	12.7	9.7	30.9
Stray	8.9	10.8	11.6	8.4	0	18.2	15.7	30.6	34.6	15.9	22.4	28.4	37.5	147.8	19.9
Transfer	0	0	0	0	0	32.8	43.3	33.4	62.2	15.6	21.5	88.9	28.7	89.2	50.7
Wildlife	0	0	0	0	0	0	0	0	0	0.2	0	0	0	0	3.7
Total	**8.1**	**10.9**	**11.2**	**4.2**	**0**	**18.5**	**19**	**30.5**	**28.7**	**17.4**	**19.3**	**34.5**	**31**	**86.6**	**19.2**







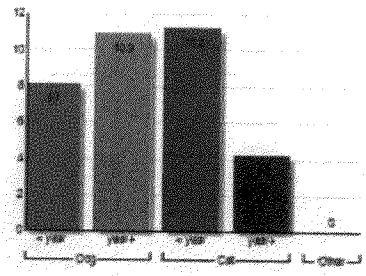
PetPoint DATA MANAGEMENT SYSTEM

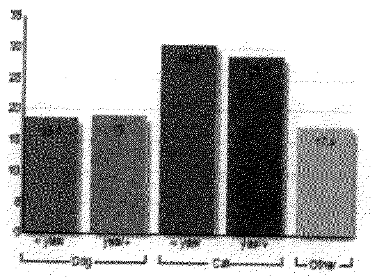
Shelter Statistics - Avg Length of Stay by Outcome Type

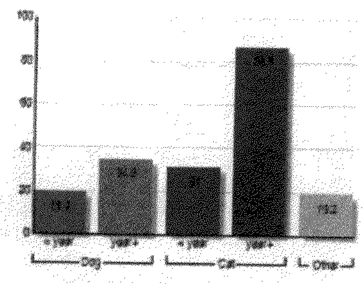
Start Date: August 01, 2022
End Date: August 31, 2022

USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (68 organizations) does not include your shelter's data					United States (1436 organizations) does not include your shelter's data				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Outcome Type															
Adoption	9	2.5	6.5	0	0	23.9	33.6	41.2	70.7	17.4	23.5	47.7	38.5	56.6	33.6
Clinic	0	0	0	0	0	0	1.2	1.8	2.8	0	1.5	3.3	1.8	2.3	3
Died	0	0	7.5	0	0	13.1	57.5	23.8	137.6	8	22.1	81.5	18.9	68.8	48.2
Euthanasia	10.9	9.1	2.2	4.2	0	16.6	16.4	12.7	7.7	3	14.7	24.3	11.6	16	3.8
Missing	0	0	0	0	0	0	470.7	0	0	0	100.7	1987.3	76.5	2431.6	62.9
Return To Owner	0	9.9	0	0	0	4.2	3.5	8.2	5.1	3.7	4.4	3.7	6.4	12.7	44.1
Service	0	0	0	0	0	0.3	0.4	0.8	0	0	4.1	83	7.4	14.1	17.6
Transfer	8.6	16.7	13.2	11.8	0	15.9	18.1	24.5	24.8	40	18.9	35.5	24.1	22.9	21.1
Wildlife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2.9
Total	**8.1**	**10.9**	**11.2**	**4.2**	**0**	**18.5**	**19**	**30.5**	**28.7**	**17.4**	**19.3**	**34.5**	**31**	**86.6**	**19.2**







Earliest entry: 8/1/2022
Latest entry: 8/31/2022

Daily Use Date: 11/2/2013
Run Date: 9/1/2022 12:04:16 PM

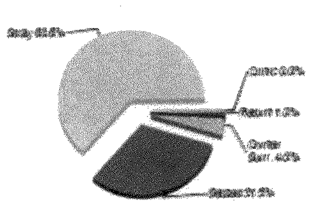
PetPoint DATA MANAGEMENT SYSTEM

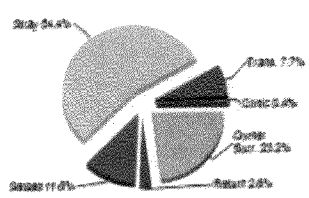
Shelter Statistics – Animal Care Days by Intake Type

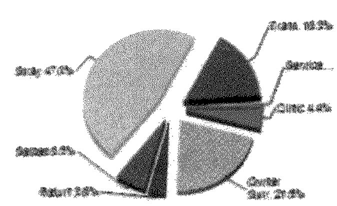
Start Date: August 01, 2022
End Date: August 31, 2022

USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (68 organizations) does not include your shelter's data					United States (1436 organizations) does not include your shelter's data				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intake Type															
Clinic	0	0	0	0	0	33	114	17	77	0	68740	183380	63730	76499	901
Owner Surrender	0	34	21	7	0	14053	18606	29197	16869	1473	270317	447356	626484	469837	91111
Return	0	16	0	0	0	847	5135	526	2412	98	31786	162445	26610	96254	3551
Seized	110	183	68	43	93	5608	15407	10540	7836	731	74899	221669	113777	110164	52919
Service	0	0	0	0	0	89	245	622	148	0	3138	15054	8870	8211	2756
Stray	229	169	358	248	0	17516	72326	61633	34891	1292	496140	914807	1738449	946932	67928
Transfer	0	0	0	0	0	6419	8619	8898	2336	388	353391	461547	392224	212401	27811
Wildlife	0	0	0	0	0	0	0	0	0	121	0	0	0	0	21872
Total	**339**	**402**	**446**	**299**	**93**	**44566**	**120451**	**111433**	**64569**	**4103**	**1298411**	**2406257**	**2970144**	**1920300**	**268848**







Earliest entry: 8/1/2022
Latest entry: 8/31/2022

Daily Use Date: 11/2/2013
Run Date: 9/1/2022 12:04:18 PM

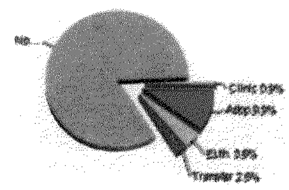
PetPoint
DATA MANAGEMENT SYSTEM

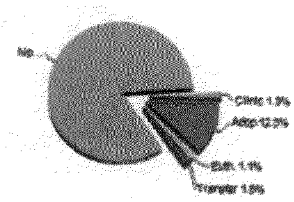
Shelter Statistics – Animal Care Days by Outcome Type

Start Date: August 01, 2022
End Date: August 31, 2022

USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (68 organizations) (does not include your shelter's data)					United States (1436 organizations) (does not include your shelter's data)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Outcome Type															
Adoption	37	5	7	0	0	5877	6021	16987	4824	574	187626	214210	473394	179825	35224
Clinic	0	0	0	0	0	2	52	17	46	0	2516	2920	4495	4495	68
Died	0	0	15	0	0	138	31	751	278	40	3378	2144	17184	6272	1050
Euthanasia	22	80	11	49	0	698	3667	3570	4147	38	9613	43119	20899	23153	2887
Missing	0	0	0	0	0	0	58	0	0	0	709	2095	8134	12037	143
Return To Owner	23	46	0	0	0	238	1141	80	115	21	4041	22587	2762	5771	1352
Service	0	0	0	0	0	4	9	6	0	0	462	2293	3490	7038	234
Transfer	178	194	301	136	0	2208	2465	2619	854	403	42928	44185	43466	26147	4761
Wildlife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1267
No Outcome	79	77	112	113	93	35401	107007	87403	54305	3027	1047138	2072703	2396320	1655562	221861
Total	**339**	**402**	**446**	**299**	**93**	**44566**	**120451**	**111433**	**64569**	**4103**	**1298411**	**2406257**	**2970144**	**1920300**	**268848**





PetPoint
DATA MANAGEMENT SYSTEM

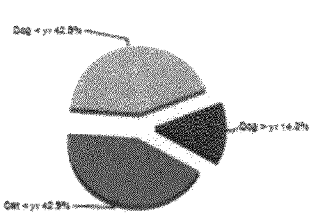
Shelter Statistics - Fees and Revenue

Start Date: August 01, 2022
End Date: August 31, 2022

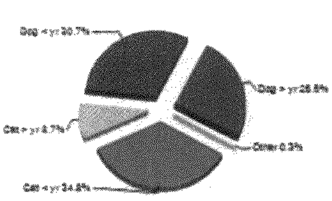
USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (68 organizations) (does not include your shelter's data)					United States (1436 organizations) (does not include your shelter's data)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intake Revenue															
Fees															
Avg Fees ($)	0	10	0	50	0	0	15	50	15	10	53	65	39	55	32
Total Revenue ($)	0	10	0	50	0	0	170	50	45	10	24,456	130,661	29,663	82,373	10,287
Adoption Revenue															
Fees															
Avg Fees ($)	10	10	15	0	0	121	86	53	41	19	230	124	106	64	30
Total Revenue ($)	30	10	30	0	0	20,705	17,216	23,489	5,880	187	1,548,019	1,174,977	1,573,631	457,731	42,219

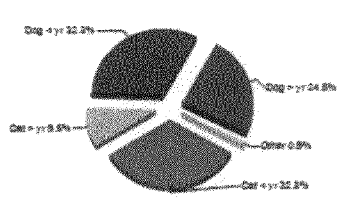
Total Adoption Revenue



Total Adoption Revenue



Total Adoption Revenue



DUPLIN COUNTY COMMUNICATIONS/911 ADDRESSING	2022	2022	2022	2022	2022	2022
	August	July	June	May	April	March
TOTAL # OF ADDRESSING RECORDS	48,769	48,742	48,723	48,688	48,663	48,627
TOTAL # OF ROADS, LANES & STREETS	2085	2082	2080	2080	2080	2080
TOTAL # TELEPHONE CO RECORD CHANGES	172	NA	NA	NA	NA	93
KEYING ACTIVITY REPORT	110	26	57	79	50	100
DAILY AVERAGE DOWNLOAD FROM CENTURYLINK	57	NA	NA	NA	NA	8
NEW ADDRESS ASSIGNED	41	25	28	69	40	44
RESIDENTIAL	29	18	24	66	36	36
BUSINESS	0	0	1	1	2	0
FARMS	1	2	1		0	1
OTHER	11	5	2	2	2	7
FIELD VERIFIED ADDRESS FOR PHONE CO/USPS	0	13	4	1	1	3
ADDRESS CHANGED	6	1	0	31	1	4
ROAD SIGNS INSTALLED OR REPAIRED	112	165	101	139	95	87
ROAD SIGNS MADE IN HOUSE	40	52	29	37	14	37
POST TAKEN FROM INVENTORY	5	14	3	6	4	8
AT NUMBERS (INTERSECTIONS)	47	61	47	63	42	36
MAPS MADE IN HOUSE	1	1	0	5	1	4
CENTERLINE WORK	41	44	6	3	8	47
ADDRESS POINTS	52	130	64	31	35	54
NUMBER OF 911 CALLS	8418	7860	8266	8465	8560	7867

Submitted by Melissa B Kennedy, September 1, 2022

Office of the
DUPLIN COUNTY REGISTER OF DEEDS
Anita Marie Savage, Register of Deeds
Post Office Box 970; 118 Duplin Street, Kenansville, NC 28349
Telephone: (910) 296-2108 Fax: (910) 296-2344
anita.savage@duplincountync.com

MONTHLY REPORT FOR AUGUST 2022

Recording Fees		$14,066.00
Excise Stamps		$31,836.00
Marriage Licenses		$1,680.00
Marriage Certificates		$570.00
Birth Certificates		$2,580.00
Death Certificates		$2,450.00
UCC's		$719.00
Notary Fees		$120.00
Copies		$410.50
Miscellaneous		$745.75
Gross Monthly Revenues		$55,177.25
Less Escrow Account Total		$350.50
Total Deposit for Period		$54,826.75
Less Escrow Credit		$200.00
		$54,626.75
State Treasurer 161-50.2	$336.71	
NC State Treasurer 161.11.5	$2,337.40	
Children's Trust Fund	$140.00	
Domestic Violence Fund	$840.00	
Excise Stamp/Dept of Revenue	$15,918.00	
State OVS Fees/Expedite Fees	$15.00	
$1.00 Excise Tax Exclusion	$0.00	
VRAS Vital Record Searches/Add'l Fees	$640.00	
VRAS Birth Amendment & Expedite Fees	$0.00	
VRAS Legitimation & Expedite Fees	$15.00	
NCDAVE Vital Record Searches/Add'l Fees	$24.00	
NCDAVE Amendment & Expedite Fees	$0.00	
Subtotal	$20,266.11	
Net Monthly Revenues		$34,360.64

Submitted this 1st day of September, 2022

Anita Marie Savage

Register of Deeds

Recorder and Custodian of County Records

DUPLIN COUNTY REGISTER OF DEEDS ACTIVITY
REPORT FOR AUGUST 2022
VITAL RECORDS DIVISION

	Current Month	Previous Month
BIRTH RECORDS		
BIRTH CERTIFICATES RECORDED	42	28
BIRTH CERTIFICATES ISSUED	258	203
DELAYED BIRTH CERTIFICATES REGISTERED	1	0
DEATH RECORDS		
DEATH CERTIFICATES RECORDED	28	37
DEATH CERTIFICATES ISSUED	245	210
MARRIAGE LICENSES & RECORDS		
MARRIAGE LICENSES ISSUED	28	26
MARRIAGE CERTIFICATES ISSUED	57	49
MILITARY DISCHARGE RECORDS		
MILITARY DISCHARGES RECORDED	1	0
OTHER VITAL RECORDS SERVICES		
VITAL RECORDS AMENDMENTS PROCESSED	1	0
SCHOOL CENSUS RECORDS ISSUED	0	0
NOTARY PUBLIC OATHS ADMINISTERED	12	14
NOTARY PUBLIC AUTHENTICATION	0	0

PROPERTY RECORDS DIVISION

	Current Month	Previous Month
DEEDS RECORDED	194	176
DEEDS RECORDED WITH EXCISE TAX AFFIXED	108	107
DEEDS OF TRUST RECORDED	91	88
MISC. DOCUMENT TYPES RECORDED	89	141
BUSINESS RECORDS RECORDED	9	12
UCC RECORDINGS	18	18
SATISFACTIONS (CANCELLATIONS)	92	81
MAPS/PLATS RECORDED	37	31

Duplin County Water
Monthly Report

	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul
Billed Customers	7730	7763	7774	7769	7778	7835
Gallons Water Sold	49,458,000	42,974,000	47,280,000	46,223,000	59,208,000	52,951,000
Monthly Billed	$307,938.42	$285,433.98	$299,673.84	$297,306.67	$337,239.51	$321,540.58
Bank Draft Payments	$31,649.88	$36,854.61	$30,811.99	$32,670.96	$34,773.44	$37,903.89
Credit Card Payments	$104,976.35	$108,705.42	$107,451.12	$93,214.41	$112,240.26	$110,248.39
New Customers	78	59	49	57	61	46
Discontinued	25	45	45	61	46	35
Repairs	4	5	3	0	12	5
Flushes	17	15	19	28	47	20
Locates	381	446	473	655	735	716
Reinstates	167	191	153	69	226	163
New Taps	13	23	9	17	13	18

895

DUPLIN COUNTY
Contact information:
Phone: 910-296-2170
Fax: 910-296-2167
dcboe@duplinountync.com

NOVEMBER 8, 2022
ED EMORY AUDITIOURM
ONE-STOP EARLY VOTING SCHEDULE

One-Stop Early Voting Schedule
Hours of Operation:

October 20—21	October 24– Nov. 4
(Thursday – Friday)	**(Monday-Friday)**
8:00 a.m. – 7:30 p.m.	8:00 p.m.—7:30 p.m.
October 23	Nov. 5
(Sunday)	**(Saturday)**
1:00 p.m. — 5:00 p.m.	8:00 am – 3:00 p.m.

One-Stop Early Voting Location:
ED EMORY AUDITIOURM
165 Agriculture Drive, Kenansville, NC 28349
(Brick Building across from JSCC)

Election Day
Tuesday, November 8, 2022
Vote at your polling place:
6:30 a.m.— 7:30 p.m.

Unable to leave home to vote?
Traveling on Election Day?
Request an Absentee by Mail Ballot
To find out more information, call our office at:
(910) 296-2170
Absentee by Mail Request Deadline:
November 1, 2022

Curbside Voting
Curbside voting is available at all voting sites during the One-Stop and on Election Day

Same Day Voter Registration
Individuals NOT registered to vote in Duplin County may register and vote at One-Stop upon showing proof of residence. The registrant would need to show a document that lists current name and address in the county.

Registered to vote?
Need to see your sample ballot?
Wondering where you can vote?
Visit the State Board of Elections website:
www.ncsbe.gov
Under **Voters,**
Select **Voter Tools** and
click on **Voter Lookup.**
Voter Registration Deadline:
October 14, 2022

Precinct Addresses

ALBERTSON	**Albertson Community Building** 7310 N NC 111 & 903 Hwy Albertson, NC 28508
BEULAVILLE	**GBR Center (inside Municipal Complex)** 508 E Main St. Beulaville, NC 28518
CALYPSO	**Calypso Fire Dept** 109 S East Center St. Calypso, NC 28325
CEDAR FORK	**Cedar Fork Community Building** 1416 Cedar Fork Rd Beulaville, NC 28518
CHARITY/GREENEVERS	**Greenevers Edu/Rec Building** 494 Clinic Circle Dr. Rose Hill, NC 28458
CHINQUAPIN	**Chinquapin Fire Department** 2800 S NC 41 Hwy Chinquapin, NC 28521
CYPRESS CREEK	**Mill Swamp Community Building** 4925 S NC 50 Hwy Chinquapin, NC 28521
FAISON	**Faison Recreation & Wellness Center** 184 Park Cir. Faison, NC 28341
GLISSON	**Pleasant Grove Vol Fire Dept** 1794 Red Hill Rd Mt. Olive, NC 28365
HALLSVILLE	**Hallsville Baptist Church** 1291 Hallsville Rd, Beulaville, NC 28518
KENANSVILLE	**Ed Emory Auditorium** 165 Agriculture Dr. Kenansville, NC 28349
LOCKLIN	**Northeast Vol Fire Dept** 4486 S NC 41 Hwy Wallace, NC 28466
MAGNOLIA	**Magnolia Fire Dept** 108 Taylor St. Magnolia, NC 28453

ROCKFISH	**Wallace Women's Club** 216 NE Railroad St. Wallace, NC 28466
ROSE HILL	**Rose Hill Library** 510 E. Main St Rose Hill, NC 28458
SMITH CABIN	**Smith Community Building** 2598 N NC 111 Hwy Pink Hill, NC 28572
WALLACE	**American Legion** 529 E Southerland St. Wallace, NC 28466
WARSAW	**Warsaw Recreation Center** 309 Memorial Dr. Warsaw, NC 28398
WOLFSCRAPE	**Oak Wolfe Fire Dept** 2418 Summerlins Crossroad Rd Mt. Olive, NC 28365

STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

$ **412,680.00**
Total Cooperative Appropriation

$ **247,608.00** State

$ **165,072.00** County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT OF FOREST LANDS IN **DUPLIN COUNTY** NORTH CAROLINA

THIS AGREEMENT is made under the authority of **Chapter 106, Article 75, of the North Carolina General Statutes, including N.C. Gen. Stat. § 106-906, titled "Cooperation between counties and State in forest protection and development,"** by and between the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of Commissioners of **DUPLIN COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part.

WHEREAS, the Board recognizing the need for active forest protection, development, reforestation, management and improvement in **DUPLIN COUNTY** has accepted the offer of the Department for cooperation in accomplishing this object; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties contract and agree to maintain a legally appointed and equipped Forest Service office to support said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:

   A) **1** County/Area Ranger(s) assigned for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
   B) **2** Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.

   C) **0.17** Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.
   D) **1.24** Forest Fire Equipment Operator(s) for purposes of establishing fire suppression control lines in assigned work areas and in other areas as needed using equipment, including crawler tractors (fire dozers), with various attachments, such as a fire plow, hurricane blades, etc., and operate and maintain all types of heavy site preparation equipment.
   E) Temporary position(s) on an as-needed basis.

2. To furnish position(s) so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements insofar as the joint funds will permit.

3. To pay the identified position(s) for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary administration policy.

4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s).

5. To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County.

State Funding

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **TWO HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED EIGHT DOLLARS ($247,608.00)** as its share of an annual budget of **FOUR HUNDRED TWELVE THOUSAND SIX HUNDRED EIGHTY DOLLARS ($412,680.00)** for carrying on the above listed work in said County.

Part II. THE BOARD AGREES:

7. To pay the Department **40** % of the total cost of the salary of position(s) specified in Part I.1 above and expenses and other proper expenditures made in connection with the overall forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

County Funding

8. To appropriate annually the sum of **ONE HUNDRED SIXTY-FIVE THOUSAND SEVENTY-TWO DOLLARS ($165,072.00)**, which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

9. That this Agreement becomes effective **July 1, 2022**, and lasts through **June 30, 2023**.

10. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.

    That the annual appropriations as set forth above may be revised in writing by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work. Such revision shall become effective at the beginning of the stated Fiscal Year. A Fiscal Year begins on July 1 and ends on June 30. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

11. That this Agreement may be modified only in writing and upon execution by both parties.

12. That the Board reimburse the Department as provided in Part II of this Agreement by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

13. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

14. That the County/Area Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be always informed regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of **DUPLIN COUNTY**

Date Sept. 6, 2022 ______ David K Brunson ______ County Manager

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized and this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Date 9/7/22 ______ Tracy Chestnutt ______ County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date 9.15.2022 ______ N. David Smith ______ Signature

N. David Smith
Chief Deputy Commissioner