

BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, March 6th, 2023

224 Seminary Street

Kenansville, N.C. 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, March 6th, 2023 in the Commissioners Room located at 224 Seminary Street, Kenansville, NC.

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

Also Present: Mr. Davis H. Brinson, County Manager/Clerk to the Board; Trisha-Ann Hoskins, Administrative Officer /Deputy Clerk to the Board; 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 Reverend George Futrelle. The Board then led those in attendance in the pledge of allegiance to the flag of the United States of America.

Approval of the Meeting Agenda

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

Approval of the Minutes – Governing Body

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve the minutes of the February 20th, 2023 Board of Commissioners meeting as presented.

REGULAR MEETING AGENDA

CONSENT AGENDA

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously to approve the consent agenda which consisted of: Budget Amendment Journal Entry Report; Tax and Solid Waste Releases; Reappointment of Members of the Board of Equalization and Review including: Gary Ange (Retired Business Executive of Island Creek Township); James Ralph Britt, Jr. (Farmer of Faison Township); Gerald Haywood Quinn, Jr. (Banker of Kenansville Township); John C. Smith, Jr. (CPA of Smith Township) and J. Norwood West (Real Estate Broker of Warsaw Township).

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA

Public Comments

No Public Comments

End Public Comments

Mr. Davis H. Brinson, County Manager/Clerk to the Board, appeared before the Board to receive Road Concerns from the members of the Board of County Commissioners and members of the public on behalf of the NC Department of Transportation.

Commissioner Branch requested information regarding the concern of the four-way stops being installed at various locations throughout the county. County Manager/Clerk to the Board, Mr. Davis Brinson assured the Commissioners that the NC Department of Transportation is making a concerted effort to foster better communication. He explained that NCDOT had provided him with an overview and update on the planned installation of future four-way stops in Duplin County. Mr. Davis Brinson provided the members of the Board with a copy of the email which contained a full listing of the planned future installations, statistics and justifications NCDOT has given to support the installation of four-way stops.

Commissioner Garner stated his concern for the lack of more caution indicators when approaching four-way stop intersections like he has seen in other counties.

Commissioner Branch reiterated that the goal is to have effective communication regarding these changes.

Chairman Edwards mentioned that there is missing cattle crossing sign on Willard Edwards Rd. near the NC Hwy. 24 end of the road. He indicated that it had been re-installed but has been removed again.

Dr. Wesley Boykin of Warsaw spoke during public comments to bring the issue of flooding on W. Hill Street near Cross Street in Warsaw to the Board's attention. He also requested the installation list for the four-way stops from the County Manager/ Clerk to the Board, Mr. Davis Brinson.

Twig Rollins, County Planner, appeared before the Board to conduct a public hearing to receive public comments regarding proposed revisions to the Airpark Development Ordinance & Airport Land Use Height Restriction Ordinance; Mobile Home & Trailer Park Ordinance and the Subdivision Ordinance specifically to establish a Board of Adjustments. NC General Statute §160D mandates that a public hearing must be conducted when considering amending a County Ordinance.

Chairman D. Edwards Opens the Public Hearing.

No Public Comments

Chairman D. Edwards Closes the Public Hearing.

Motion was made by Commissioner Branch, seconded by Commissioner J. Edwards, carried unanimously to approve the proposed revisions to the Airpark Development Ordinance & Airport Land Use Height Restriction Ordinance; Mobile Home & Trailer Park Ordinance and the Subdivision Ordinance as required by NC General Statute §160D.

Melissa Kennedy, E-911 Addressing Coordinator, appeared before the Board to conduct a public hearing to receive public comments regarding a request from James Kenan to name a lane in the 1400 block of Old Camp Road; Rose Hill, N.C. in the Magnolia Township: Kenan Family Lane.

Chairman D. Edwards Opens the Public Hearing.

No Public Comments

Chairman D. Edwards Closes the Public Hearing.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to approve the request from James Kenan to name a lane in the 1400 block of Old Camp Road; Rose Hill, N.C. in the Magnolia Township: Kenan Family Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Melissa Kennedy, E-911 Addressing Coordinator, appeared before the Board to request that a public hearing be scheduled on April 3rd, 2023 to receive public comments regarding a request from Dwight Hill to name two (2) lanes: first, in the 600 Block of Kinsey Mill Road; Mt. Olive, NC in the Wolfscrape Township; Randall Hill Lane and the second, near the intersection of Kinsey Mill Road and Carter Thigpen Road; Mt. Olive, NC in the Wolfscrape Township: Alison Hill Lane.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to schedule a public hearing on April 3rd, 2023 to receive public comments regarding a request from Dwight Hill to name two (2) lanes: first, in the 600 Block of Kinsey Mill Road; Mt. Olive, NC in the Wolfscrape Township; Randall Hill Lane and the second, near the intersection of Kinsey Mill Road and Carter Thigpen Road; Mt. Olive, NC in the Wolfscrape Township: Alison Hill Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Davis H. Brinson, County Manager/Clerk to the Board appeared before the Board to request the Sheriff's Office be allowed to purchase two (2) vehicles with state drug restitution funds. The Sheriff's Office has state drug restitution funds with which they wish to purchase two (2) Chevrolet Tahoe's at a cost of \$38,869.78 each for a total of \$77,739.56. These funds were acquired through proceeds from the unauthorized substance tax which is an excise tax imposed on controlled substances (marijuana, cocaine etc.) to illicit spirituous liquor ("moonshine"), mash, and illicit mixed beverages. State and local law enforcement agencies can generate revenue from their narcotics investigations if during the investigation, a taxable quantity of drugs is discovered and the agency submits the appropriate referral form to the NC Department of Revenue. Thus, these vehicles are being purchased with non-general fund monies. The total amount of funds in the Sheriff's Office state drug restitution fund is currently \$257,462.00.

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously to approve the Sheriff's Office request to purchase two (2) Chevrolet Tahoes utilizing state drug restitution funds at a cost of \$77,739.56 and to approve the associated budget amendment.

Joe Newburn, Animal Services Supervisor, appeared before the Board to request an appointment to the Animal Advisory Board. There is currently a vacancy on the Animal Advisory Board for a public member at large. The Animal Services Department and the Animal Advisory Board both recommended the appointment of Michelle C. Blanchard of Wallace, NC to fill the public member at large slot.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to appoint Michelle C. Blanchard to the Animal Advisory Board for a term to expire on December 31, 2024.

Scotty Summerlin, Economic Development Director, appeared before the Board to conduct a public hearing regarding the adoption of a Resolution of Support for Economic Development's Project Freeze.

Chairman D. Edwards Opens the Public Hearing.

No Public Comments

Chairman D. Edwards Closes the Public Hearing.

Scotty Summerlin, Economic Development Director, appeared before the Board to request the adoption of a Resolution of Support for Economic Development Project Freeze. Project Freeze is an existing industry in Duplin County and a leading supplier currently expanding their business by renovating an existing facility for renovation of approximately 38,850 square feet. This project qualifies for Commerce. Project Freeze will create 19 new jobs and invest approximately year period. The Building Reuse Grant requires the county to provide a resource and may not be derived from other State or Federal grant funds.

Building Reuse: \$170,000.00
5% County Match: \$8,500.00

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to adopt a Resolution of Support for Economic Development Project Freeze; to authorize the Economic Development Commission to enter into a Performance Agreement with Project Freeze, allowing a payment of the 5% cash match in the amount of \$8,500.00 as required by the NC Dept. of Commerce's Building Reuse Grant Program and to authorize the Chairman to sign the Rural Building Reuse and Infrastructure Application.

Tim Wilson, County Attorney, appeared before the board to request a Resolution authorizing execution of opioid settlements and approving the supplemental agreement for additional funds between the state of North Carolina and local governments on proceeds relating to the settlement of opioid litigation. The NC Department of Justice recently announced five (5) new opioid settlements with CVS, Walgreens, Walmart, Allergan and Teva. These settlements will result in an additional \$600 million to NC state and local governments. This is in addition to the first round of settlements which resulted in \$750 million being distributed to NC state and local government, with 85% going to local governments. The distribution formula for this settlement will mirror the original MOA allocation model outlined in the first settlement agreement, which Duplin County signed in 2021. In order to receive settlement funds, the Board of Commissioners must first adopt a resolution joining the settlements. By doing so this will authorize the County Manager to sign the settlement paperwork for all five settlements and the Supplemental Agreement for Additional Funds (SAAF) via Docu-sign. The deadline for counties to join and sign the settlement agreements is April 18, 2023.

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously to adopt the Resolution Authorizing Execution of Opioid Settlements and Approving the Supplemental Agreement for Additional Funds Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation and authorizing the County Manager to enter into the associated settlement documents.

Brian Matthis, Emergency Management Planner, appeared before the Board to request the Board approve the Hurricane Florence Hazard Mitigation Grant Program Grant Agreement between the State of North Carolina Department of Public Safety, Division of Emergency Management and Duplin County, NC. Following Hurricane Florence, Duplin County applied for FEMA's (Federal Emergency Management Agency) Hazard Mitigation Grant Program to acquire flooded properties in the county. FEMA has approved a second round of funding for Duplin County to acquire and demolish nineteen (19) additional properties throughout the county.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously to approve the Hurricane Florence Hazard Mitigation Grant Program Grant Agreement between the State of North Carolina Department of Public Safety, Division of Emergency Management and Duplin County, NC; to authorize the Chairman to sign same and to approve the associated budget amendment.

Donna Brown, Water/Utilities Department Director, appeared before the Board to request the approval/acceptance of a mowing contract with Down East Property Services, LLC. Down East Property Services LLC. provided the lowest bid offer and a breakdown of the service cost will be audited by the Finance Officer.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to enter into a service contract with Down East Property Service, LLC to provide biweekly mowing at the County owned water facility sites during the 2023 growing season from April 1, 2023 through and including October 31, 2023.

Gary Rose, Tax Administrator, appeared before the Board to request the abolishment of the Senior Real Estate Appraiser position in his department and to create a Real Estate Appraiser position. The Tax Administration Dept. currently has a Senior Real Estate Appraiser position that has been vacant for some time as the department has not received any applications that would qualify for the position. The Tax Administrator advises that they desperately need an appraiser and that he should be able to hire someone with the background and expertise that is needed if he abolishes the Senior Real Estate Appraiser position and creates another Real Estate Appraiser Position. The Senior Real Estate Appraiser position is at a Grade 64 and the Real Estate Appraiser position is at a Grade 61.

Motion was made by Commissioner J. Edwards, seconded by Commissioner Branch, carried unanimously to abolish the Senior Real Estate Appraiser position (Grade 64) and create a Real Estate Appraiser position (Grade 61) in the Tax Administration Department.

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

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to go out of open session and enter into closed session to discuss legal matters pursuant to NCGS§143-318.11 (a) (3).

Motion was made by Commissioner J. Edwards, seconded by Commissioner Branch, carried unanimously to go out of closed session and return to open session.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously to recess until Friday, March 10th, 2023 at 9:00 a.m. for the Board of Commissioners Annual Board Retreat at the Duplin County Airport located at 260 Airport Road in Kenansville, N.C.


Davis/H. Brinson
Clerk to the Board

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Duplin County, NC



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2023	08	386	BUA	02/17/2023	02/17/2023	030623	chelsey.lanier	1	N	Hist	2023		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	6130	43510					T						1,400.00
2	6130	43520					T	REPAIRS BUILDING AND GROUNDS				445.57	
3	6130	44300					T	REPAIRS & MAINTENANCE EQUIPME				300.00	
4	6130	42120					T	RENT				214.90	
5	6130	42500					T	UNIFORMS				439.53	
6	6130	43250					T	VEHICLE GASOLINE					848.05
7	6130	42600					T	POSTAGE				418.39	
8	6130	42724					T	OFFICE SUPPLIES				429.66	
9	4948	44500					T	CREDIT CARD CHARGES					27.42
10	4950	44500					T	INSURANCE AND BONDS					82.35
11	4948	42980					T	INSURANCE AND BONDS				27.42	
12	4950	42972					T	PROGRAM SUPPLIES				82.35	
13	6160	43910					T	VOLUNTARY AGR DISTRICTS					2,000.00
14	6160	44910					T	MARKETING				500.00	
15	6160	43520					T	DUES AND SUBSCRIPTIONS				500.00	
16	6160	42600					T	REPAIRS & MAINTENANCE EQUIPME				500.00	
17	6160	42100					T	OFFICE SUPPLIES				500.00	
18	4250	43300					T	HOUSEKEEPING					60.00
19	4250	43300					T	UTILITIES					1,185.00
20	4250	44910					T	UTILITIES					1,183.82
21	4250	42981					T	DUES AND SUBSCRIPTIONS				60.00	
								PARTS & SUPPLIES					

Duplin County, NC



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2023	08	386	BUA	02/17/2023	02/17/2023	030623	chelsey.lanier	1	N	Hist	2023		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
22	4250	43520					T	REPAIRS & MAINTENANCE	EQUIPME		1,185.00		
23	4250	43520					T	REPAIRS & MAINTENANCE	EQUIPME		1,183.82		
24	7402	43510					T	REPAIRS	BUILDING AND GROUNDS			1,060.00	
25	7402	41990					T	PROFESSIONAL SERVICES			1,060.00		
26	5182	41990					T	PROFESSIONAL SERVICES				6,500.00	
27	5182	42980					T	PROGRAM SUPPLIES			5,000.00		
28	5182	43110					T	TRAVEL			1,500.00		
29	5155	40183					T	HOSPITAL INSURANCE				8,774.00	
30	5165	40183					T	HOSPITAL INSURANCE				1,000.00	
31	5156	40121					T	SALARIES			8,750.00		
32	5157	40121					T	SALARIES			1,024.00		
33	4530	43520					T	REPAIRS & MAINTENANCE	EQUIPME			250.00	
34	4530	42700					T	CONCESSION EXPENSE			250.00		
** JOURNAL TOTAL											0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	FNT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	08	458	BUA	02/21/2023	02/21/2023	030623	chelsey.lanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	5110	40182					T	RETIREMENT			2,135.40	
2	5110	43510					T	REPAIRS BUILDING AND GROUNDS			270.83	
3	5123	45100					T	CAPITAL OUTLAY			267.00	

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	08	458	BUA	02/21/2023	02/21/2023	030623	chelsey.lanier	1	N	Hist	2023		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
4	5124	43110					T					205.56	
5	5163	44300					T	TRAVEL				191.05	
6	5176	43210					T	RENT				1,500.00	
7	5110	41860					T	TELEPHONE		2,135.40			
8	5110	42500					T	WORKERS COMPENSATION		46.94			
9	5110	42600					T	VEHICLE GASOLINE		223.89			
10	5123	42980					T	OFFICE SUPPLIES		267.00			
11	5124	43210					T	PROGRAM SUPPLIES		205.56			
12	5163	43540					T	TELEPHONE		191.05			
13	5176	40121					T	SOFTWARE MAINTENANCE		1,500.00			
							T	SALARIES					
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	08	489	BUA	02/21/2023	02/21/2023	030623	chelsey.lanier	1	N	Hist	2023		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	5112	42370					T					3,000.00	
2	5112	42990					T	INJECTABLES				175.00	
3	5112	43250					T	INCLINIVES				600.00	
4	5112	42980					T	POSTAGE			3,775.00		
5	5300	43110					T	PROGRAM SUPPLIES				8,000.00	
6	5300	43111					T	TRAVEL			8,000.00		
								TRAINING					
*** 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	08	503	BUA	02/22/2023	02/22/2023	030623	chelsey.lanier	1	N	Hist	2023		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	5136	42370					T					500.00	
2	5136	42600					T	INJECTABLES				400.00	
3	5136	43250					T	OFFICE SUPPLIES					300.00
4	5136	43110					T	POSTAGE			1,200.00		
								TRAVEL					
JOURNAL TOTAL											0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2023	08	616	BUA	02/27/2023	02/27/2023	030623	chelsey.lanier	1	N	Hist	2023		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	4380	42380					T					2,000.00	
2	4380	44910					T	ANIMAL INOCULATION INVENTORY				100.00	
3	4380	42490					T	DUES AND SUBSCRIPTIONS					
4	4380	44300					T	VEHICLE SUPPLIES		2,000.00			
5	5181	42600					T	RENT		100.00			
6	5181	42600					T	OFFICE SUPPLIES				3,556.92	
7	4310	42007					T	OFFICE SUPPLIES		3,556.92			
8	4310	41990					T	OFFICE SUPPLIES					5,000.00
9	4310	41990					T	DNA ANALYSIS					
							T	PROFESSIONAL SERVICES		3,000.00			
							T	TRAVEL		2,000.00			
JOURNAL TOTAL											0.00	0.00	

Duplin County, NC

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DLSC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	08		650 BUA	02/28/2023	02/28/2023	030623	chelsey.lanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT DESCRIPTION												
1	5181	42600					OFFICE SUPPLIES		3,556.92			
2	5181	42990					INCENTIVES	3,556.92				
3	5165	40183					HOSPITAL INSURANCE		7,500.00			
4	5157	40121					SALARIES	4,500.00				
5	5157	40181					SOCIAL SECURITY	750.00				
6	5157	40182					RETIREMENT	1,000.00				
7	5157	40184					HOSPITAL INSURANCE	1,250.00				
8	5820	43110					TRAVEL		835.00			
9	5820	43520					REPAIRS BUILDING AND GROUNDS	35.00				
10	5820	42600					OFFICE SUPPLIES	800.00				
** JOURNAL TOTAL								0.00	0.00			
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DLSC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2023	09		14 BUA	03/01/2023	03/01/2023	030623	chelsey.lanier	1	N	Hist	2023	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT DESCRIPTION												
1	4324	41990					PROFESSIONAL SERVICES		1,696.77			
2	4324	43520					REPAIRS & MAINTINANCE EQUIPM	1,696.77				
3	5181	42600					OFFICE SUPPLIES		1,119.38			
4	5181	43110					TRAVEL	1,000.00				
5	5181	42980					PROGRAM SUPPLIES	119.38				
** JOURNAL TOTAL								0.00	0.00			
** GRAND TOTAL								0.00	0.00			

7 Journals printed

Report generated: 03/01/2023 11:05
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Program ID: gicjehmg

Duplin County, NC

JOURNAL INQUIRY

** END OF REPORT Generated by CHELSEY LANIER **

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DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE MARCH 6, 2023

RELEASE NUMBER	NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	TAX COUNTY	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
20113	BROWN, SADI LYNN	07	1-22	1-16	2022	1292865	\$ 50.41	\$ 1.66	\$ 97.66	\$ 82	\$ 6.69	\$ 110.00	\$ 183.58	CAMPER DESTROYED BY FIRE
20114	BELL, KENNETH PATRICK	13	1-22		2022	0433281	\$ 139.65	\$ 3.91	\$ 97.66	\$ 24.12	\$ 24.12	\$ 110.00	\$ 265.54	BOAT LISTED IN PENDER COUNTY
20115	BELL, KENNETH PATRICK	13	1-22		2021	0433281	\$ 139.65	\$ 3.91	\$ 91.80	\$ 23.54	\$ 23.54	\$ 110.00	\$ 258.90	BOAT LISTED IN PENDER COUNTY
20116	BELL, KENNETH PATRICK	13	1-22		2020	0433281	\$ 139.65	\$ 3.91	\$ 91.80	\$ 23.54	\$ 23.54	\$ 110.00	\$ 258.90	BOAT LISTED IN PENDER COUNTY
20117	BELL, KENNETH PATRICK	13	1-22		2019	0433281	\$ 139.65	\$ 3.91	\$ 91.80	\$ 23.54	\$ 23.54	\$ 110.00	\$ 258.90	BOAT LISTED IN PENDER COUNTY
20118	CRAIG KING FARMS LLC	09			2022	4965526	\$ 7.15	\$ 0.20		\$ 0.70			\$ 8.05	2 MYT TRAILERS DOB BUT LISTED
20119	CRAIG KING FARMS LLC	09			2021	4965526	\$ 7.15	\$ 0.20		\$ 0.70			\$ 8.05	2 MYT TRAILERS DOB BUT LISTED
20120	CRAIG KING FARMS LLC	09			2020	4965526	\$ 7.15	\$ 0.20		\$ 0.70			\$ 8.86	2 MYT TRAILERS DOB BUT LISTED
20121	DELCH, MARILYN LYNN	11			2022	2252972	\$ 14.30	\$ 0.40		\$ 1.40			\$ 12.71	SWMH DOB BUT LISTED
20122	DELCH, MARILYN LYNN	11			2021	2252972	\$ 14.30	\$ 0.40		\$ 1.40			\$ 107.71	SWMH DOB BUT LISTED
20123	GONZALEZ, ROLANDO & HELMER M. HERNANDEZ	05			2022	3190428	\$ 62.92	\$ 1.76		\$ 6.60			\$ 181.28	DWMH GONE SINCE 2011
20124	GONZALEZ, ROLANDO & HELMER M. HERNANDEZ	05			2021	3190428	\$ 62.92	\$ 1.76		\$ 6.60			\$ 161.28	DWMH GONE SINCE 2011
20125	GONZALEZ, ROLANDO & HELMER M. HERNANDEZ	05			2020	3190428	\$ 62.92	\$ 1.76		\$ 6.60			\$ 161.28	DWMH GONE SINCE 2011
20126	GONZALEZ, ROLANDO & HELMER M. HERNANDEZ	05			2019	3190428	\$ 62.92	\$ 1.76		\$ 6.60			\$ 161.28	DWMH GONE SINCE 2011
20127	GONZALEZ, ROLANDO & HELMER M. HERNANDEZ	05			2018	3190428	\$ 62.92			\$ 6.60			\$ 159.52	DWMH GONE SINCE 2011
20128	GONZALEZ, ROLANDO & HELMER M. HERNANDEZ	05			2017	3190428	\$ 61.16			\$ 6.60			\$ 157.76	DWMH GONE SINCE 2011
20129	GONZALEZ, ROLANDO & HELMER M. HERNANDEZ	05			2016	3190428	\$ 83.22			\$ 8.55			\$ 181.77	DWMH GONE SINCE 2011
20130	GONZALEZ, ROLANDO & HELMER M. HERNANDEZ	05			2015	3190428	\$ 83.22			\$ 8.55			\$ 181.77	DWMH GONE SINCE 2011
20131	GONZALEZ, ROLANDO & HELMER M. HERNANDEZ	05			2014	3190428	\$ 83.22			\$ 8.55			\$ 181.77	DWMH GONE SINCE 2011
20132	GONZALEZ, ROLANDO & HELMER M. HERNANDEZ	05			2013	3190428	\$ 82.08			\$ 8.55			\$ 180.63	DWMH GONE SINCE 2011
20133	KENAN, ELIZABETH	08			2022	4816725	\$ 370.37	\$ 10.36					\$ 490.73	DWMH REMOVED FROM LAND IN 2019
20134	KENAN, ELIZABETH	08			2021	4816725	\$ 370.37	\$ 10.36					\$ 476.73	DWMH REMOVED FROM LAND IN 2019
20135	KENAN, ELIZABETH	08			2020	4816725	\$ 370.37	\$ 10.36					\$ 470.73	DWMH REMOVED FROM LAND IN 2019
20136	KNOWLES, TAYLOR	03			2022	5034876	\$ 59.46	\$ 1.66		\$ 5.41	\$ 6.65		\$ 73.18	SOLD MY TRAILER
20137	LAMIER, KAYE	08			2022	5217450	\$ 14.30	\$ 0.40		\$ 1.00	\$ 1.57		\$ 127.27	SOLD SWMH IN 2021
20138	MARAPES, CHRISTOPHER	08			2022	5475147	\$ 2.15	\$ 0.06		\$ 0.15	\$ 0.24		\$ 2.60	BOAT DESTROYED IN 2019
20139	MARAPES, CHRISTOPHER	08			2021	5475147	\$ 2.15	\$ 0.06		\$ 0.15	\$ 0.24		\$ 2.60	BOAT DESTROYED IN 2019
20140	MARAPES, CHRISTOPHER	08			2020	5475147	\$ 2.15	\$ 0.06		\$ 0.15			\$ 2.36	BOAT DESTROYED IN 2019
20141	PRICE, DANNY & MELISSA PRICE BELLZARD	04			2022	7043320	\$ 80.08	\$ 2.24		\$ 7.28			\$ 89.60	SOLD TO HAVE BEEN BELT TO ACCT - 600000001
20142	RILEY, GARY R	09			2022	7329923	\$ 14.30	\$ 0.40		\$ 1.40	\$ 1.61		\$ 12.71	SWMH DOB BUT LISTED
20143	RILEY, GARY R	09			2021	7329923	\$ 14.30	\$ 0.40		\$ 1.40	\$ 1.61		\$ 107.71	SWMH DOB BUT LISTED
20144	RILEY, GARY R	09			2020	7329923	\$ 14.30	\$ 0.40		\$ 1.40	\$ 1.61		\$ 107.71	SWMH DOB BUT LISTED
20145	SHOLAR, BRANTON L	08			2022	770222	\$ 44.33	\$ 1.24		\$ 1.47			\$ 47.04	SOLD TO HAVE BEEN BELT TO ACCT - 600000001
20146	WOODMAN, CHRISTOPHER A	07			2022	9855331	\$ 14.30	\$ 0.40		\$ 0.92	\$ 1.56		\$ 12.71	SOLD SWMH DOES NOT OWN
20147	WOODMAN, CHRISTOPHER A	07			2021	9855331	\$ 14.30	\$ 0.40		\$ 0.92	\$ 1.56		\$ 107.18	SOLD SWMH DOES NOT OWN
20148	WOODMAN, CHRISTOPHER A	07			2020	9855331	\$ 14.30	\$ 0.40		\$ 0.92	\$ 1.56		\$ 107.18	SOLD SWMH DOES NOT OWN
20149	F & J PROPERTIES, LLC	09			2022	2644076	\$ 14.30	\$ 0.40		\$ 1.40			\$ 16.10	2.85 ACRES ARE ROADS FOR SUBDIVISION
20150	F & J PROPERTIES, LLC	09			2021	2644076	\$ 14.30	\$ 0.40		\$ 1.40			\$ 16.10	2.85 ACRES ARE ROADS FOR SUBDIVISION
20151	F & J PROPERTIES, LLC	09			2020	2644076	\$ 14.30	\$ 0.40		\$ 1.40			\$ 16.10	2.85 ACRES ARE ROADS FOR SUBDIVISION
20152	F & J PROPERTIES, LLC	09			2019	2644076	\$ 14.30	\$ 0.40		\$ 1.40			\$ 14.76	2.85 ACRES ARE ROADS FOR SUBDIVISION
20153	GOLDEN GROVE PROPERTIES, LLC	04			2022	3187536	\$ 884.46	\$ 24.74		\$ 61.85			\$ 971.05	ALL PROPERTY SHOW TO HAVE BEEN TRANSFERRED
20154	GOLDEN GROVE PROPERTIES, LLC	04			2021	3187536	\$ 884.46	\$ 24.74		\$ 61.85			\$ 971.05	ALL PROPERTY SHOW TO HAVE BEEN TRANSFERRED
20155	GOLDEN GROVE PROPERTIES, LLC	04			2020	3187536	\$ 884.46	\$ 24.74		\$ 61.85			\$ 971.05	ALL PROPERTY SHOW TO HAVE BEEN TRANSFERRED
20156	GOLDEN GROVE PROPERTIES, LLC	04			2019	3187536	\$ 884.46	\$ 24.74		\$ 61.85			\$ 971.05	ALL PROPERTY SHOW TO HAVE BEEN TRANSFERRED

GRAND TOTAL

\$ 6,372.13 \$ 165.50 \$ 373.06 \$ 357.22 \$ 125.14 \$ 2,210.00 \$ 9,603.05

SUBMITTED BY: *Amr*

FINAL APPROVAL BY:

John B. C.

DATE APPROVED: 03/06/2023



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023	09	2 03/07/2023			BUA 030623C	1 1			
1	4334	42980	DRUG ENFORCEMENT RESTITUTION	PROGRAM SUPPLIES		254,032.51	-77,739.56	176,292.95	
	71-43-4310-4334-000-42980					03/07/2023			
2	4334	45100	DRUG ENFORCEMENT RESTITUTION	CAPITAL OUTLAY		.00	77,739.56	77,739.56	
	71-43-4310-4334-000-45100					03/07/2023			
** JOURNAL TOTAL							0.00		
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023	09	3 03/07/2023			BUA 030623C	1 1			
1	4310	42960	SHERIFF	DRUG ENFORCEMENT UNIT		74,000.00	-16,000.00	58,000.00	
	10-43-4310-0000-000-42960					03/07/2023			
2	4310	40183	SHERIFF	HOSPITAL INSURANCE		432,893.00	-10,000.00	422,893.00	
	10-43-4310-0000-000-40183					03/07/2023			
3	4310	41860	SHERIFF	WORKERS COMPENSATION		47,000.00	16,000.00	63,000.00	
	10-43-4310-0000-000-41860					03/07/2023			
4	4317	43530	SCHOOL RESOURCE OFFICER	REPAIRS VEHICLES		15,000.00	10,000.00	25,000.00	
	10-43-4310-4317-000-43530					03/07/2023			
** JOURNAL TOTAL							0.00		
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023	09	4 03/07/2023			BUA 030623C	1 1			
1	5110	35140	HEALTH	FAMILY PLANNING MEDICAID		13,000.00	-16,000.00	-29,000.00	
	10-50-5100-5110-000-35140					03/07/2023			
2	5110	35139	HEALTH	FAMILY PLANNING FEE		17,000.00	-1,900.00	-18,900.00	
	10-50-5100-5110-000-35139					03/07/2023			
3	5110	35144	HEALTH	CHILD HEALTH MEDICAID		-125,000.00	-12,100.00	-137,100.00	
	10-50-5100-5110-000-35144					03/07/2023			
4	5164	42600	FAMILY PLANNING	OFFICE SUPPLIES		3,212.00	1,000.00	4,212.00	
	10-50-5100-5164-000-42600					03/07/2023			
5	5164	42980	FAMILY PLANNING	PROGRAM SUPPLIES		5,313.98	1,000.00	6,313.98	
	10-50-5100-5164-000-42980					03/07/2023			



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023	09	4 03/07/2023			BUA 030623C	1 2			
6	5164	42013	FAMILY PLANNING		LAB PROCESSING		3,500.00	1,800.00	5,300.00
	10-50-5100-5164-000-42013						03/07/2023		
7	5164	42410	FAMILY PLANNING		PHARMACY		27,938.86	5,000.00	32,938.86
	10-50-5100-5164-000-42410						03/07/2023		
8	5164	42370	FAMILY PLANNING		INJECTABLES		12,250.00	9,000.00	21,250.00
	10-50-5100-5164-000-42370						03/07/2023		
9	5167	43110	CHILD HEALTH		TRAVEL		150.00	50.00	200.00
	10-50-5100-5167-000-43110						03/07/2023		
10	5167	42980	CHILD HEALTH		PROGRAM SUPPLIES		5,866.12	2,000.00	7,866.12
	10-50-5100-5167-000-42980						03/07/2023		
11	5167	41990	CHILD HEALTH		PROFESSIONAL SERVICES		26,008.88	10,000.00	36,008.88
	10-50-5100-5167-000-41990						03/07/2023		
12	5167	42600	CHILD HEALTH		OFFICE SUPPLIES		2,312.00	50.00	2,362.00
	10-50-5100-5167-000-42600						03/07/2023		
13	5164	43250	FAMILY PLANNING		POSTAGE		1,100.00	100.00	1,200.00
	10-50-5100-5164-000-43250						03/07/2023		
** JOURNAL TOTAL							0.00		
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023	09	5 03/07/2023			BUA 030623C	1 1			
1	5164	43540	FAMILY PLANNING		SOFTWARE MAINTENANCE		1,300.00	-100.00	1,200.00
	10-50-5100-5164-000-43540						03/07/2023		
2	5167	44300	CHILD HEALTH		RENT		288.00	-250.00	38.00
	10-50-5100-5167-000-44300						03/07/2023		
3	5167	44500	CHILD HEALTH		INSURANCE AND BONDS		600.00	-200.00	400.00
	10-50-5100-5167-000-44500						03/07/2023		
4	5163	42980	MATERNAL HEALTH		PROGRAM SUPPLIES		18,245.00	-4,000.00	14,245.00
	10-50-5100-5163-000-42980						03/07/2023		
5	5151	42420	PRIMARY CARE		IN HOUSE LAB		13,000.00	-2,000.00	11,000.00
	10-50-5100-5151-000-42420						03/07/2023		

Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT				LINE DESCRIPTION				
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023 09	5 03/07/2023			BUA 030623C	1 1			
6	5111	41990	ENVIRONMENTAL HEALTH	PROFESSIONAL SERVICES		39,014.81	-1,675.00	37,339.81
10 50	5100-5111-000	41990-				03/07/2023		
7	5151	41990	PRIMARY CARE	PROFESSIONAL SERVICES		50,000.00	-1,550.00	48,450.00
10 50	5100-5151-000	41990				03/07/2023		
8	5114	42980	IMMUNIZATIONS	PROGRAM SUPPLIES		46,292.84	1,262.00	45,030.84
10 50	5100-5114-000	42980				03/07/2023		
9	5110	43210	HEALTH	TELEPHONE		17,000.00	1,000.00	16,000.00
10 50	5100-5110-000	43210				03/07/2023		
10	5129	42420	COUNTY WELLNESS PROGRAM	IN HOUSE LAB		5,365.30	1,000.00	4,365.30
10 50	5100-5129-000	42420				03/07/2023		
11	5165	42980	WIC-CLIENT SERVICES	PROGRAM SUPPLIES		2,914.00	-1,000.00	1,914.00
10 50	5100-5165-000	42980				03/07/2023		
12	5151	43540	PRIMARY CARE	SOFTWARE MAINTENANCE		3,500.00	-900.00	2,600.00
10 50	5100-5151-000	43540				03/07/2023		
13	5151	44910	PRIMARY CARE	DUES AND SUBSCRIPTIONS		1,000.00	-900.00	100.00
10 50	5100-5151-000	44910				03/07/2023		
14	5173	42600	CC4C	OFFICE SUPPLIES		2,472.00	-900.00	1,572.00
10 50	5100-5173-000	42600				03/07/2023		
15	5113	42420	COMMUNICABLE DISEASE	IN HOUSE LAB		6,200.00	-875.00	5,325.00
10 50	5100-5113-000	42420				03/07/2023		
16	5113	42600	COMMUNICABLE DISEASE	OFFICE SUPPLIES		8,000.00	-1,460.00	6,540.00
10 50	5100-5113-000	42600				03/07/2023		
17	5124	42980	TUBERCULOSIS	PROGRAM SUPPLIES		3,888.00	-600.00	3,288.00
10 50	5100-5124-000	42980				03/07/2023		
18	5165	43540	WIC-CLIENT SERVICES	SOFTWARE MAINTENANCE		2,650.00	600.00	2,050.00
10 50	5100-5165-000	43540				03/07/2023		
19	5151	43520	PRIMARY CARE	REPAIRS & MAINTENANCE EQUIPME		750.00	-500.00	250.00
10 50	5100-5151-000	43520				03/07/2023		
20	5151	44300	PRIMARY CARE	RENT		636.00	500.00	136.00
10 50	5100-5151-000	44300				03/07/2023		

Report generated: 03/01/2023 11:04
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Program ID: bgadent

Page 3

Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT				LINE DESCRIPTION				
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2023 09	5 03/07/2023			BUA 030623C	1 1			
21	5110	43520	HEALTH	REPAIRS & MAINTENANCE EQUIPME		2,600.00	-400.00	1,600.00
10 50	5100-5110-000	43520				03/07/2023		
22	5110	43540	HEALTH	SOFTWARE MAINTENANCE		7,900.00	-400.00	7,500.00
10 50	5100-5110-000	43540				03/07/2023		
23	5111	43250	ENVIRONMENTAL HEALTH	POSTAGE		750.00	-400.00	350.00
10 50	5100-5111-000	43250				03/07/2023		
24	5114	44500	IMMUNIZATIONS	INSURANCE AND BONDS		300.00	-300.00	.00
10 50	5100-5114-000	44500				03/07/2023		
25	5163	42410	MATERNAL HEALTH	PHARMACY		2,500.00	-300.00	2,200.00
10 50	5100-5163-000	42410				03/07/2023		
26	5114	44300	IMMUNIZATIONS	RENT		288.00	-288.00	.00
10 50	5100-5114-000	44300				03/07/2023		
27	5114	43540	IMMUNIZATIONS	SOFTWARE MAINTENANCE		300.00	-250.00	50.00
10 50	5100-5114-000	43540				03/07/2023		
28	5110	43250	HEALTH	POSTAGE		525.00	-200.00	325.00
10 50	5100-5110-000	43250				03/07/2023		
29	5111	43530	ENVIRONMENTAL HEALTH	REPAIRS VEHICLES		616.65	-200.00	416.65
10 50	5100-5111-000	43530				03/07/2023		
30	5124	42500	TUBERCULOSIS	VEHICLE GASOLINE		1,000.00	-200.00	800.00
10 50	5100-5124-000	42500				03/07/2023		
31	5129	43250	COUNTY WELLNESS PROGRAM	POSTAGE		1,050.00	200.00	850.00
10 50	5100-5129-000	43250				03/07/2023		
32	5129	43510	COUNTY WELLNESS PROGRAM	REPAIRS BUILDING AND GROUNDS		250.00	200.00	50.00
10 50	5100-5129-000	43510				03/07/2023		
33	5111	42490	ENVIRONMENTAL HEALTH	VEHICLE SUPPLIES		200.00	-100.00	100.00
10 50	5100-5111-000	42490				03/07/2023		
34	5111	43210	ENVIRONMENTAL HEALTH	TELEPHONE		5,000.00	100.00	4,900.00
10 50	5100-5111-000	43210				03/07/2023		
35	5111	43520	ENVIRONMENTAL HEALTH	REPAIRS & MAINTENANCE EQUIPME		100.00	100.00	.00
10 50	5100-5111-000	43520				03/07/2023		

Report generated: 03/01/2023 11:04
User: chelsey.lanier
Program ID: bgadent

Page 4

Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT		LINE DESCRIPTION						
YEAR PER JOURNAL		EFF DATE	REF 1	REF 2	SRC JNL DESC	ENTITY AMEND		
2023 09		5 03/07/2023			BUA 030623C	1 1		
36	5111	44302	ENVIRONMENTAL HEALTH	EQUIPMENT RENT		100.00	-100.00	.00
10-50-5100-5111-000-44302						03/07/2023		
37	5129	42100	COUNTY WELLNESS PROGRAM	HOUSEKEEPING		150.00	100.00	50.00
10-50-5100-5129-000-42100						03/07/2023		
38	5124	43110	COUNTY WELLNESS PROGRAM	TRAVEL		100.00	100.00	.00
10-50-5100-5129-000-43110						03/07/2023		
39	5120	43540	COUNTY WELLNESS PROGRAM	SOFTWARE MAINTENANCE		1,500.00	100.00	1,400.00
10-50-5100-5129-000-43540						03/07/2023		
40	5124	43110	TUBERCULOSIS	TRAVEL		609.44	50.00	559.44
10-50-5100-5124-000-43110						03/07/2023		
41	5110	40121	HEALTH	SALARIES		368,234.59	8,000.00	360,234.59
10-50-5100-5110-000-40121						03/07/2023		
42	5164	43250	FAMILY PLANNING	POSTAGE		1,100.00	100.00	1,200.00
10-50-5100-5164-000-43250						03/07/2023		
43	5167	42600	CHILD HEALTH	OFFICE SUPPLIES		2,312.00	450.00	2,762.00
10-50-5100-5167-000-42600						03/07/2023		
44	5110	42980	HEALTH	PROGRAM SUPPLIES		2,000.00	8,000.00	10,000.00
10-50-5100-5110-000-42980						03/07/2023		
45	5111	43510	ENVIRONMENTAL HEALTH	REPAIRS BUILDING AND GROUNDS		400.00	50.00	450.00
10-50-5100-5111-000-43510						03/07/2023		
46	5124	43210	TUBERCULOSIS	TELEPHONE		505.56	50.00	555.56
10-50-5100-5124-000-43210						03/07/2023		
47	5111	42100	ENVIRONMENTAL HEALTH	HOUSEKEEPING		1,000.00	100.00	1,100.00
10-50-5100-5111-000-42100						03/07/2023		
48	5113	43540	COMMUNICABLE DISEASE	SOFTWARE MAINTENANCE		1,000.00	150.00	1,150.00
10-50-5100-5113-000-43540						03/07/2023		
49	5113	42013	COMMUNICABLE DISEASE	LAB PROCESSING		2,600.00	1,660.00	4,260.00
10-50-5100-5113-000-42013						03/07/2023		
50	5113	43250	COMMUNICABLE DISEASE	POSTAGE		864.00	200.00	1,064.00
10-50-5100-5113-000-43250						03/07/2023		

Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT		LINE DESCRIPTION						
YEAR PER JOURNAL		EFF DATE	REF 1	REF 2	SRC JNL DESC	ENTITY AMEND		
2023 09		5 03/07/2023			BUA 030623C	1 1		
51	5124	42600	TUBERCULOSIS	OFFICE SUPPLIES		500.00	200.00	700.00
10-50-5100-5124-000-42600						03/07/2023		
52	5151	43110	PRIMARY CARE	TRAVEL		800.00	200.00	1,000.00
10-50-5100-5151-000-43110						03/07/2023		
53	5111	43110	ENVIRONMENTAL HEALTH	TRAVEL		500.00	225.00	725.00
10-50-5100-5111-000-43110						03/07/2023		
54	5129	43300	COUNTY WELLNESS PROGRAM	UTILITIES		2,000.00	300.00	2,300.00
10-50-5100-5129-000-43300						03/07/2023		
55	5113	43550	COMMUNICABLE DISEASE	EMR EXPENSE & INCENTIVES		4,000.00	325.00	4,325.00
10-50-5100-5113-000-43550						03/07/2023		
56	5151	42724	PRIMARY CARE	CREDIT CARD CHARGES		750.00	350.00	1,100.00
10-50-5100-5151-000-42724						03/07/2023		
57	5111	42724	ENVIRONMENTAL HEALTH	CREDIT CARD CHARGES		1,500.00	400.00	1,900.00
10-50-5100-5111-000-42724						03/07/2023		
58	5111	43300	ENVIRONMENTAL HEALTH	UTILITIES		1,800.00	400.00	2,200.00
10-50-5100-5111-000-43300						03/07/2023		
59	5111	42600	ENVIRONMENTAL HEALTH	OFFICE SUPPLIES		5,500.00	500.00	6,000.00
10-50-5100-5111-000-42600						03/07/2023		
60	5129	42980	COUNTY WELLNESS PROGRAM	PROGRAM SUPPLIES		8,000.00	500.00	8,500.00
10-50-5100-5129-000-42980						03/07/2023		
61	5163	42600	MATERNAL HEALTH	OFFICE SUPPLIES		2,382.95	500.00	2,882.95
10-50-5100-5163-000-42600						03/07/2023		
62	5114	41990	IMMUNIZATIONS	PROFESSIONAL SERVICES		2,900.00	600.00	3,500.00
10-50-5100-5114-000-41990						03/07/2023		
63	5114	42600	IMMUNIZATIONS	OFFICE SUPPLIES		2,104.27	600.00	2,704.27
10-50-5100-5114-000-42600						03/07/2023		
64	5124	43550	TUBERCULOSIS	EMR EXPENSE & INCENTIVES		1,500.00	600.00	2,100.00
10-50-5100-5124-000-43550						03/07/2023		
65	5165	41990	WIC-CLIENT SERVICES	PROFESSIONAL SERVICES		28,129.82	600.00	28,729.82
10-50-5100-5165-000-41990						03/07/2023		

Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT					LINE DESCRIPTION				
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2023 09	5 03/07/2023			BUA 030623C	1 1				
66 5151	43250			PRIMARY CARE	POSTAGE		3,500.00	800.00	4,300.00
10-50-5100-5151-000-43250						03/07/2023			
67 5163	42420			MATERNAL HEALTH	IN HOUSE LAB		4,527.50	800.00	5,327.50
10-50-5100-5163-000-42420						03/07/2023			
68 5114	42200			IMMUNIZATIONS	FOOD		2,000.00	900.00	2,900.00
10-50-5100-5114-000-42200						03/07/2023			
69 5129	41990			COUNTY WELLNESS PROGRAM	PROFESSIONAL SERVICES		2,524.90	900.00	3,424.90
10-50-5100-5129-000-41990-						03/07/2023			
70 5173	43210			CC4C	TELEPHONE		2,000.00	900.00	2,900.00
10-50-5100-5173-000-43210						03/07/2023			
71 5111	42980			ENVIRONMENTAL HEALTH	PROGRAM SUPPLIES		6,283.35	1,000.00	7,283.35
10-50-5100-5111-000-42980						03/07/2023			
72 5165	43250			WIC-CLIENT SERVICES	POSTAGE		2,586.00	1,000.00	3,586.00
10-50-5100-5165-000-43250						03/07/2023			
73 5110	42100			HEALTH	HOUSEKEEPING		4,500.00	800.00	5,300.00
10-50-5100-5110-000-42100						03/07/2023			
74 5151	42600			PRIMARY CARE	OFFICE SUPPLIES		5,364.00	2,000.00	7,364.00
10-50-5100-5151-000-42600						03/07/2023			
75 5110	43300			HEALTH	UTILITIES		17,050.00	1,200.00	18,250.00
10-50-5100-5110-000-43300						03/07/2023			
76 5151	42980			PRIMARY CARE	PROGRAM SUPPLIES		11,325.00	1,000.00	14,325.00
10-50-5100-5151-000-42980						03/07/2023			
77 5163	42013			MATERNAL HEALTH	LAB PROCESSING		9,518.25	3,000.00	12,518.25
10-50-5100-5163-000-42013						03/07/2023			
** JOURNAL TOTAL								0.00	
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2023 09	7 03/07/2023			BUA 030623C	1 1				
1 4952	34597			EASTPOINT 4-H GRANT	EASTPOINTE 4H OTHER COUNTIES		-1,200.00	5,468.00	-6,668.00
10-49-4950-4952-000-34597						03/07/2023			

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program: bpagent

Page 7

Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT					LINE DESCRIPTION				
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2023 09	7 03/07/2023			BUA 030623C	1 2				
2 4952	40121			EASTPOINT 4-H GRANT	SALARIES		52,609.77	4,081.60	56,691.37
10-49-4950-4952-000-40121						03/07/2023			
3 4952	40181			EASTPOINT 4-H GRANT	SOCIAL SECURITY		3,617.59	252.07	4,869.66
10-49-4950-4952-000-40181						03/07/2023			
4 4952	40182			EASTPOINT 4-H GRANT	RETIREMENT		5,751.80	396.78	6,148.58
10-49-4950-4952-000-40182						03/07/2023			
5 4952	40183			EASTPOINT 4-H GRANT	HOSPITAL INSURANCE		10,976.75	732.88	11,709.63
10-49-4950-4952-000-40183						03/07/2023			
6 4952	40184			EASTPOINT 4-H GRANT	Life Insurance		26.00	4.67	30.67
10-49-4950-4952-000-40184						03/07/2023			
** JOURNAL TOTAL								0.00	
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2023 09	8 03/07/2023			BUA 030623C	1 1				
1 4952	34596			EASTPOINT 4-H GRANT	EAST POINTCOOP EXT 4H PREV		78,064.32	-2,266.00	80,330.32
10-49-4950-4952-000-34596						03/07/2023			
2 4952	42600			EASTPOINT 4-H GRANT	OFFICE SUPPLIES		1,606.37	1,110.00	2,716.37
10-49-4950-4952-000-42600						03/07/2023			
3 4952	43110			EASTPOINT 4-H GRANT	TRAVEL		6,532.95	500.00	7,032.95
10-49-4950-4952-000-43110						03/07/2023			
4 4952	42381			EASTPOINT 4-H GRANT	EDUCATIONAL SUPPLIES		6,451.93	450.00	6,901.93
10-49-4950-4952-000-42381						03/07/2023			
5 4952	40183			EASTPOINT 4-H GRANT	HOSPITAL INSURANCE		10,976.75	206.00	11,182.75
10-49-4950-4952-000-40183						03/07/2023			
** JOURNAL TOTAL								0.00	
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2023 09	15 03/07/2023			BUA 030623C	1 1				
1 4920	45000			ECONOMIC DEVELOPMENT	GRANTCLIENTS		1,016,699.00	-16,376.04	1,000,322.96
10-49-4920-0000-000-45000						03/07/2023			

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Page 8



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION		PREV	BUDGET	AMENDED
ACCOUNT				LINE	DESCRIPTION	EFF DATE	BUDGET	CHANGE	BUDGET
YEAR-PFR JOURNAL				EFF DATE	REF 1	REF 2	SRC JNL -DESC		ENTITY AMEND
2023	09	15	03/07/2023		BUA	030623C	1	1	
2	4920	41990	ECONOMIC DEVELOPMENT		PROFFSSIONAL SERVICES		17,680.00	16,376.04	34,056.04
		10-49-4920-0000-000-41990						03/07/2023	
								** JOURNAL TOTAL	0.00



BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: chelsey.lanier

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2023	9	2									
BUA	4334-42980		03/07/2023	030623C				T PROGRAM SUPPLIES	5		77,739.56
BUA	4334-45100		03/07/2023	030623C				T CAPITAL OUTLAY	5	77,739.56	
JOURNAL 2023/09/2 TOTAL										.00	.00
2023	9	3									
BUA	4310-42960		03/07/2023	030623C				T DRUG ENFORCEMENT UNIT	5		16,000.00
BUA	4310-40183		03/07/2023	030623C				T HOSPITAL INSURANCE	5		10,000.00
BUA	4310-41860		03/07/2023	030623C				T WORKERS COMPENSATION	5	16,000.00	
BUA	4317-43530		03/07/2023	030623C				T REPAIRS VEHICLES	5	10,000.00	
JOURNAL 2023/09/3 TOTAL										.00	.00
2023	9	4									
BUA	5110-35140		03/07/2023	030623C				T FAMILY PLANNING MEDICAID	5		16,000.00
BUA	5110-35139		03/07/2023	030623C				T FAMILY PLANNING FEE	5		1,900.00
BUA	5110-35144		03/07/2023	030623C				T CHILD HEALTH MEDICAID	5		12,100.00
BUA	5164-42600		03/07/2023	030623C				T OFFICE SUPPLIES	5	1,000.00	
BUA	5164-42980		03/07/2023	030623C				T PROGRAM SUPPLIES	5	1,000.00	
BUA	5164-42013		03/07/2023	030623C				T LAB PROCESSING	5	1,800.00	
BUA	5164-42410		03/07/2023	030623C				T PHARMACY	5	5,000.00	
BUA	5164-42370		03/07/2023	030623C				T INJECTABLES	5	9,000.00	
BUA	5167-43110		03/07/2023	030623C				T TRAVEL	5	50.00	
BUA	5167-42980		03/07/2023	030623C				T PROGRAM SUPPLIES	5	2,000.00	
BUA	5167-41990		03/07/2023	030623C				T PROFESSIONAL SERVICES	5	10,000.00	
BUA	5167-42600		03/07/2023	030623C				T OFFICE SUPPLIES	5	50.00	
BUA	5164-43250		03/07/2023	030623C				T POSTAGE	5	100.00	



BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER	JNL									
SRC ACCOUNT						ACCOUNT DESC	T OB	DEBIT	CREDIT	
EFF DATE	JNL DESC	REF 1	REF 2	REF 3		LINE DESC				
03/07/2023	030623C				T	JOURNAL 2023/09/4	TOTAL	.00	.00	
2023	9	5								
BUA 5164-43540	03/07/2023 030623C				T	SOFTWARE MAINTENANCE	5		100.00	
BUA 5167 44300	03/07/2023 030623C				T	RENT	5		250.00	
BUA 5167 44500	03/07/2023 030623C				T	INSURANCE AND BONDS	5		200.00	
BUA 5163-42980	03/07/2023 030623C				T	PROGRAM SUPPLIES	5		4,000.00	
BUA 5151-42420	03/07/2023 030623C				T	IN HOUSE LAB	5		2,000.00	
BUA 5111-41990	03/07/2023 030623C				T	PROFESSIONAL SERVICES	5		1,475.00	
BUA 5151-41990	03/07/2023 030623C				T	PROFESSIONAL SERVICES	5		1,450.00	
BUA 5114-42980	03/07/2023 030623C				T	PROGRAM SUPPLIES	5		1,262.00	
BUA 5110 43210	03/07/2023 030623C				T	TELEPHONE	5		1,000.00	
BUA 5129-42420	03/07/2023 030623C				T	IN HOUSE LAB	5		1,000.00	
BUA 5165 42980	03/07/2023 030623C				T	PROGRAM SUPPLIES	5		1,000.00	
BUA 5151-43540	03/07/2023 030623C				T	SOFTWARE MAINTENANCE	5		900.00	
BUA 5151-44910	03/07/2023 030623C				T	DUES AND SUBSCRIPTIONS	5		900.00	
BUA 5173-42600	03/07/2023 030623C				T	OFFICE SUPPLIES	5		900.00	
BUA 5113-42420	03/07/2023 030623C				T	IN HOUSE LAB	5		875.00	
BUA 5113 42600	03/07/2023 030623C				T	OFFICE SUPPLIES	5		1,460.00	
BUA 5124-42980	03/07/2023 030623C				T	PROGRAM SUPPLIES	5		600.00	
BUA 5165-43540	03/07/2023 030623C				T	SOFTWARE MAINTENANCE	5		600.00	
BUA 5151 43520	03/07/2023 030623C				T	REPAIRS & MAINTENANCE EQUIPME	5		500.00	
BUA 5151-44300	03/07/2023 030623C				T	RENT	5		500.00	
BUA 5110 43520	03/07/2023 030623C				T	REPAIRS & MAINTENANCE EQUIPME	5		400.00	
BUA 5110 43540	03/07/2023 030623C				T	SOFTWARE MAINTENANCE	5		400.00	



BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER	JNL									
SRC ACCOUNT						ACCOUNT DESC	T OB	DEBIT	CREDIT	
EFF DATE	JNL DESC	REF 1	REF 2	REF 3		LINE DESC				
03/07/2023	030623C				T					
BUA 5111-43250	03/07/2023 030623C				T	POSTAGE	5		400.00	
BUA 5124 44500	03/07/2023 030623C				T	INSURANCE AND BONDS	5		300.00	
BUA 5163 42410	03/07/2023 030623C				T	PHARMACY	5		300.00	
BUA 5114-44300	03/07/2023 030623C				T	RENT	5		288.00	
BUA 5114 43540	03/07/2023 030623C				T	SOFTWARE MAINTENANCE	5		250.00	
BUA 5110-43250	03/07/2023 030623C				T	POSTAGE	5		200.00	
BUA 5111 43530	03/07/2023 030623C				T	REPAIRS VEHICLES	5		200.00	
BUA 5124-42500	03/07/2023 030623C				T	VEHICLE GASOLINE	5		200.00	
BUA 5129-43250	03/07/2023 030623C				T	POSTAGE	5		200.00	
BUA 5129 43510	03/07/2023 030623C				T	REPAIRS BUILDING AND GROUNDS	5		200.00	
BUA 5111-42490	03/07/2023 030623C				T	VEHICLE SUPPLIES	5		100.00	
BUA 5111 43210	03/07/2023 030623C				T	TELEPHONE	5		100.00	
BUA 5111 43520	03/07/2023 030623C				T	REPAIRS & MAINTENANCE EQUIPME	5		100.00	
BUA 5111-44302	03/07/2023 030623C				T	EQUIPMENT RENT	5		100.00	
BUA 5129-42100	03/07/2023 030623C				T	HOUSEKEEPING	5		100.00	
BUA 5129 43110	03/07/2023 030623C				T	TRAVEL	5		100.00	
BUA 5129-43540	03/07/2023 030623C				T	SOFTWARE MAINTENANCE	5		100.00	
BUA 5124 43110	03/07/2023 030623C				T	TRAVEL	5		50.00	
BUA 5110-40121	03/07/2023 030623C				T	SALARIES	5		8,000.00	
BUA 5164 43250	03/07/2023 030623C				T	POSTAGE	5	100.00		
BUA 5167 42600	03/07/2023 030623C				T	OFFICE SUPPLIES	5	450.00		
BUA 5110-42980	03/07/2023 030623C				T	PROGRAM SUPPLIES	5	8,000.00		
BUA 5111-43510	03/07/2023 030623C				T	REPAIRS BUILDING AND GROUNDS	5	50.00		
BUA 5124-43210	03/07/2023 030623C				T	TELEPHONE	5	50.00		



BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER	JNL										
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	LINE DESC	T OB	DEBIT	CREDIT
BUA	5111-42100	03/07/2023	030623C				HOUSEKEEPING		5	100.00	
BUA	5113-43540	03/07/2023	030623C				SOFTWARE MAINTENANCE		5	150.00	
BLA	5113-42013	03/07/2023	030623C				LAB PROCESSING		5	1,660.00	
BLA	5113-43250	03/07/2023	030623C				POSTAGE		5	200.00	
BLA	5124-42600	03/07/2023	030623C				OFFICE SUPPLIES		5	200.00	
BUA	5151-43110	03/07/2023	030623C				TRAVEL		5	200.00	
BUA	5111-43110	03/07/2023	030623C				TRAVEL		5	225.00	
BUA	5129-43300	03/07/2023	030623C				UTILITIES		5	300.00	
BUA	5113-43550	03/07/2023	030623C				EMR EXPENSE & INCENTIVES		5	325.00	
BLA	5151-42724	03/07/2023	030623C				CREDIT CARD CHARGES		5	350.00	
BUA	5111-42724	03/07/2023	030623C				CREDIT CARD CHARGES		5	400.00	
BUA	5111-43300	03/07/2023	030623C				UTILITIES		5	400.00	
BUA	5111-42600	03/07/2023	030623C				OFFICE SUPPLIES		5	500.00	
BUA	5129-42980	03/07/2023	030623C				PROGRAM SUPPLIES		5	500.00	
BUA	5163-42600	03/07/2023	030623C				OFFICE SUPPLIES		5	500.00	
BUA	5114-41990	03/07/2023	030623C				PROFESSIONAL SERVICES		5	600.00	
BUA	5114-42600	03/07/2023	030623C				OFFICE SUPPLIES		5	600.00	
BUA	5124-43550	03/07/2023	030623C				EMR EXPENSE & INCENTIVES		5	600.00	
BLA	5165-41990	03/07/2023	030623C				PROFESSIONAL SERVICES		5	600.00	
BUA	5151-43250	03/07/2023	030623C				POSTAGE		5	800.00	
BLA	5163-42420	03/07/2023	030623C				IN HOUSE LAB		5	800.00	
BUA	5114-42200	03/07/2023	030623C				FOOD		5	900.00	
BLA	5129-41990	03/07/2023	030623C				PROFESSIONAL SERVICES		5	900.00	
BLA	5173-43210	03/07/2023	030623C				TELEPHONE		5	900.00	
BLA	5111-42980	03/07/2023	030623C				PROGRAM SUPPLIES		5	1,000.00	



BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER		JNL	SRC ACCOUNT			ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
03/07/2023	030623C				T				
BUA 5165-43250					T	POSTAGE	5	1,000.00	
03/07/2023	030623C				T				
BUA 5110-42100					T	HOUSEKEEPING	5	800.00	
03/07/2023	030623C				T				
BUA 5151-42600					T	OFFICE SUPPLIES	5	2,000.00	
03/07/2023	030623C				T				
BUA 5110-43300					T	UTILITIES	5	1,200.00	
03/07/2023	030623C				T				
BUA 5151-42980					T	PROGRAM SUPPLIES	5	3,000.00	
03/07/2023	030623C				T				
BUA 5163-42013					T	LAB PROCESSING	5	3,000.00	
03/07/2023	030623C				T				
JOURNAL 2023/09/5						TOTAL		.00	.00
2023 9 7									
BUA 4952-34597					T	FASTPOINTE 4H OTHER COUNTIES	5		5,468.00
03/07/2023	030623C				T				
BUA 4952-40121					T	SALARIES	5	4,081.60	
03/07/2023	030623C				T				
BUA 4952-40181					T	SOCIAL SECURITY	5	252.07	
03/07/2023	030623C				T				
BUA 4952-40182					T	RETIREMENT	5	396.78	
03/07/2023	030623C				T				
BUA 4952-40183					T	HOSPITAL INSURANCE	5	732.88	
03/07/2023	030623C				T				
BUA 4952-40184					T	Life Insurance	5	4.67	
03/07/2023	030623C				T				
JOURNAL 2023/09/7						TOTAL		.00	.00
2023 9 8									
BUA 4952-34596					T	EAST POINTCOOP EXT 4H PREV	5		2,266.00
03/07/2023	030623C				T				
BUA 4952-42600					T	OFFICE SUPPLIES	5	1,110.00	
03/07/2023	030623C				T				
BUA 4952-43110					T	TRAVEL	5	500.00	
03/07/2023	030623C				T				
BUA 4952-42381					T	EDUCATIONAL SUPPLIES	5	450.00	
03/07/2023	030623C				T				
BUA 4952-40183					T	HOSPITAL INSURANCE	5	206.00	
03/07/2023	030623C				T				
JOURNAL 2023/09/8						TOTAL		.00	.00



BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER	JNL								
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT CREDIT
2023	9	15							
BUA	4920-45000						GRANTCLIENTS	5	16,376.04
		03/07/2023	030623C				T		
BUA	4920-41990						PROFESSIONAL SERVICES	5	16,376.04
		03/07/2023	030623C				T		
JOURNAL 2023/09/15								TOTAL	.00 .00

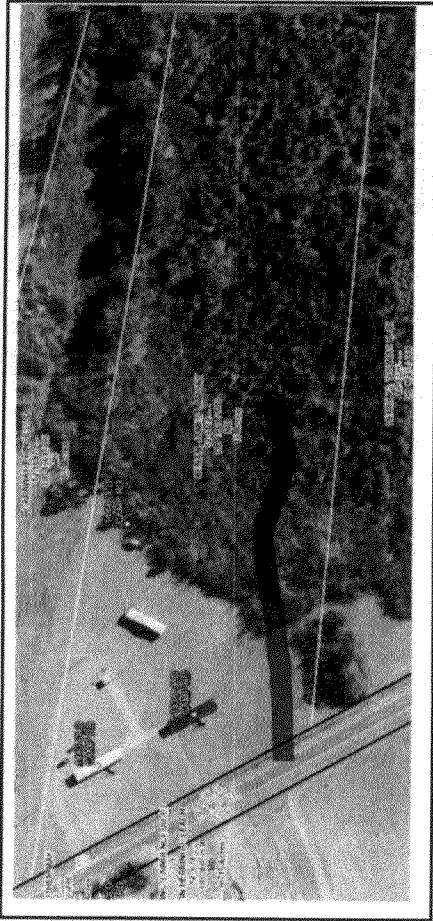


BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

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



ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:

Name: Karen Leland Reed
Address: 3591 S NC 943 Hwy
City/State/Zip: Rose Hill NC 28458
Telephone: Work: _____ Home: 910-284-6748

2. MAIL DETERMINATION TO (If different than applicant information):

Name: _____
Address: _____
City/State/Zip: _____

3. ROAD LOCATION: Township: Magnolia ^{Rose}

DESCRIPTION: Q1400 Block of Old Camp Rd Rose Hill

4. PARCEL TAX-ID: 12-1112

5. PROPOSED ROAD NAME: Kearney family rd

BACKUP NAME 1: Kearney family rd
BACKUP NAME 2: Sam Kearney rd
(NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:

Land Owner Signature: _____
Parcel: _____

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



ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:

Name:

Dwight Hill

Address:

117 Back Hill Rd.

City/State/Zip:

MT Olive NC 28365

Telephone:

Work: 919-922-2169

Home: 919-922-2169

2. MAIL DETERMINATION TO (if different than applicant information):

Name:

Address:

City/State/Zip:

3. ROAD LOCATION: Township Wolf Scrape Range

DESCRIPTION:

Corner of Kinsey Milled Rd

4. PARCEL TAX-ID:

03-500----

5. PROPOSED ROAD NAME:

Randall Hill Ln

BACKUP NAME 1:

Alison Hill Ln

BACKUP NAME 2:

Alexandro

(NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:

Land Owner Signature

Parcel

Dwight Hill

6+7 lots

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



ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:

Name:

Dwight Hill

Address:

117 Back Hill Rd

City/State/Zip:

MT Olive NC 28365

Telephone:

Work: 919-922-2169

Home:

2. MAIL DETERMINATION TO (if different than applicant information):

Name:

Address:

City/State/Zip:

3. ROAD LOCATION: Township Wolf Scrape Range

DESCRIPTION:

6600 Block on Kinsey Milled Rd

4. PARCEL TAX-ID:

03-500----

5. PROPOSED ROAD NAME:

Randall Hill Ln

BACKUP NAME 1:

Alison Hill Ln

BACKUP NAME 2:

Alexandro

(NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:

Land Owner Signature

Parcel

Dwight Hill

lots 9 & 10



DUPLIN COUNTY

January 30, 2023

Mr. James Wolfe
Economic Development Partnership of North Carolina
15000 Weston Parkway
Cary, NC 27513-2118

SUBJECT: Project Freeze Letter of Support

Dear James:

The Duplin County Economic Development Commission wishes to express our strong support for Project Freeze. We understand that the current anticipated capital investment associated with this project will be approximately two-million dollars (\$2,000,000.00). Additionally, there is an expectation this project will retain or create 19 jobs in Duplin County.

The Project will include physical upgrades to an existing building and expansion of current facility operations. The proposed project will assist a Duplin County company with a phased-in renovation of approximately 38,850 square feet of an existing building. Contingent upon approval by the Board of Commissioners, Duplin County may consider a 5% match of the State's incentive that will assist the industry in reaching its goals.

The Duplin County Economic Development Commission remains committed to our local businesses and industries. We look forward to a strong partnership with Project Freeze and the State on North Carolina for the benefit of all parties.

Sincerely,

Scotty Summerlin

Scotty Summerlin
Executive Director

County of Duplin
Office of the County Commissioners



RESOLUTION OF SUPPORT FOR
ECONOMIC DEVELOPMENT PROJECT FREEZE

State of North Carolina
County of Duplin

WHEREAS, Project Freeze intends to renovate a portion of their facility located at 2434 NC 50 and 403 HWY, Faison, NC 28341, including approximately 38,850 square feet of space; and

WHEREAS, Project Freeze proposes to invest approximately \$2million in the subject renovation, while adding 19 new employees at the facility over the next two (2) years; and

WHEREAS, Project Freeze proposes to renovate the subject space on the property located in Duplin County, North Carolina; and

WHEREAS, Project Freeze may receive State assistance in the amount of \$170,000.00 of which the County would be responsible for a five percent match of \$8,500.00 of that proposed assistance; and

WHEREAS, Project Freeze plans are deemed consistent with local land use and state and local transportation plans; and

WHEREAS, Project Freeze plans conform with all applicable state and local ordinances and policies.

NOW, THEREFORE, BE IT RESOLVED by the County of Duplin that:

Section 1: The County of Duplin agrees to provide a match equivalent to 5% of the proposed grant amount which equals \$8,500.00.

Section 2: The Chairman is hereby authorized and directed to sign the Resolution and related documents necessary to file and process the grant application for Project Freeze on behalf of the County of Duplin.

This Resolution shall take effect immediately upon its adoption.

Adopted this the 6th day of March, 2023, in Duplin County, while in regular session.

ATTEST:
Davis H. Brittain, Clerk to the Board
of County Commissioners

Dexter B. Edwards, Duplin County Board of
Commissioners, Chairperson

JOSH STEIN
ATTORNEY GENERAL



February 14, 2023

Dear County Commissioners, Managers, and Attorneys:

I am writing with an important update in our collective fight to address the opioid epidemic and save lives – and a request for you to take action to secure additional opioid settlement funds for your county.

As you know, I helped negotiate the \$26 billion national opioid settlements with the “big three” drug distributors plus Johnson & Johnson (“Wave One Settlements”). These funds began flowing to your county in 2022.

We recently negotiated \$21 billion in new settlements with CVS, Walgreens, Walmart, Allergan and Teva (“Wave Two Settlements”). These Wave Two Settlements have the potential to bring significantly greater resources to your county to address the opioid epidemic. North Carolina’s state and local governments stand to receive more than \$600 million from the Wave Two Settlements – in addition to the more than \$750 million we are already receiving from the Wave One Settlements.

In travelling across North Carolina in recent months, I have learned firsthand about the many innovative programs to address the opioid crisis that counties and municipalities are funding with money from the Wave One Settlements. I am excited about the many new or expanded programs that can be funded with additional resources from the Wave Two Settlements.

As with the Wave One Settlements, North Carolina will receive its full share of payments from the Wave Two Settlements only if all eligible governments, including your county, sign onto each settlement. And the defendants will agree to finalize the Wave Two Settlements only if the vast majority of local governments across the nation sign onto them.

In the coming days, your county manager or attorney (or other senior staff your county identified in the course of approving the Wave One Settlements) will receive an email from the national administrator, Rubris. The email from Rubris will invite your county to sign onto each of the five new Wave Two Settlements as well as a supplement to the North Carolina Memorandum of Agreement (“MOA”) on the allocation, use, and reporting of funds from the Wave One settlements.

This supplement to the MOA is called the “Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation” or “SAAF” for short. It provides that the bulk of North Carolina’s money from the Wave Two Settlements will go to counties and municipalities to address the opioid crisis. The SAAF extends the basic terms of the MOA governing the Wave One Settlements to the Wave Two Settlements. Like the MOA, the SAAF has the support of my office, the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM).

April 18, 2023 is the deadline to sign onto the Wave Two Settlements and the SAAF. To assist you in meeting this deadline, NCACC has created a draft resolution template that your county board may adopt to authorize signing onto the Wave Two Settlements and the SAAF. The draft resolution template is available [HERE](#) on NCACC's Opioid Settlement Assistance website; and a link to the template is also available [HERE](#) on the "Wave Two Settlements" page of DOJ's [www.MorePowerfulNC.org](#) website. I encourage your county board to adopt its authorizing resolution as soon as possible so that North Carolina can help build national momentum in support of the Wave Two Settlements.

I'm proud that the strong partnership between the state and local governments in North Carolina produced 100% local government participation in the Wave One Settlements. This enabled the state and the participating local governments to receive 100% of our collective share of the national settlement funds.

We are hoping to achieve the same unanimous approval of the Wave Two Settlements. Assuming this high level of participation by local governments across North Carolina and the country, which we expect, your county should start receiving money from the Wave Two Settlements during the second half of 2023. These funds will be in addition to the money you are already projected to receive from the Wave One Settlements. The maximum amount your county is projected to receive from the Wave Two Settlements (along with a reminder of the amount your county is projected to receive from Wave One Settlements) is available [HERE](#) on the "Wave Two Settlements" page of DOJ's [www.MorePowerfulNC.org](#) website.

For more information, I encourage you to visit the "Opioid Settlements" section of DOJ's [www.MorePowerfulNC.org](#) website. You will find additional tools, resources, and information about the opioid settlements on the Community Opioid Resources Engine for North Carolina (CORE-NC) (<https://ncopioidsettlement.org/>).

If your county has filed a lawsuit against opioid manufacturers or pharmacies, information about the Wave Two Settlements has also been provided to your outside counsel, with whom we encourage you to consult. If you have questions for my team about the Wave Two Settlements or SAAF, please do not hesitate to email us at opioidsettlement@ncdoj.gov.

Thank you for your consideration and partnership in this ongoing effort to save lives and improve the health and well-being of North Carolina residents impacted by the opioid crisis.

Sincerely,



Josh Stein

County of Duplin
Office of the County Commissioners



**RESOLUTION BY THE COUNTY OF DUPLIN
AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE
SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF
NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE
SETTLEMENT OF OPIOID LITIGATION**

WHEREAS, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in these Settlements; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

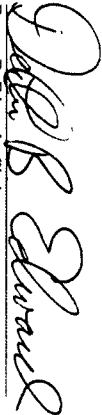
WHEREAS, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

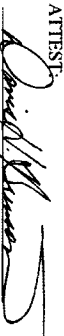
WHEREAS, it is advantageous to all North Carolinians for local governments, including Duplin County and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this County to help abate the harm; and

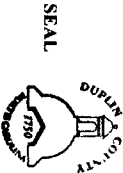
WHEREAS, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Duplin County hereby authorizes the County Manager to execute all documents necessary to enter into optoid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 6th day of March, 2023.


Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

ATTEST:

Davis H. Brinson, Clerk to the Board



PROJECT: HMGP 4393-0025-R
COST CENTER: 2D530076
CFDA: 97.039

NORTH CAROLINA
HAZARD MITIGATION GRANT PROGRAM
GRANT AGREEMENT

THIS HAZARD MITIGATION GRANT PROGRAM (HMGP) AGREEMENT (the Agreement) is entered into by and between the State of North Carolina, Department of Public Safety, Division of Emergency Management, Raleigh, North Carolina (hereinafter referred to as the "AGENCY/GRANTEE"), and Duplin County, North Carolina (hereinafter referred to as the "RECIPIENT/SUBGRANTEE").

WHEREAS, Hurricane Florence produced disastrous weather conditions which had a devastating impact upon parts of North Carolina; and

WHEREAS, the severity of the damage loss resulted in the declaration of a disaster and/or emergency by the Governor; and

WHEREAS, The President of the United States has concurred and has declared an emergency or a major disaster designated DR-4393; and

WHEREAS, the Federal Emergency Management Agency (FEMA), as a result of the Presidential Declaration, has made available federal funds for hazard mitigation grants; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. §166A-19 et. seq. and N.C.G.S. §§ 143B-1000 and 166A-19, 12(10) and (13) authorize the relationship as described herein; and

WHEREAS, the RECIPIENT/SUBGRANTEE represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/ SUBGRANTEE do mutually agree as follows:

(1) SCOPE OF WORK

The RECIPIENT/SUBGRANTEE shall fully perform the approved Hazard Mitigation Grant Program (HMGP) project, as described in the approved FEMA application as described in Attachment A, in accordance with the approved scope of work in the approved FEMA application, the estimate of costs indicated in the approved FEMA application, and the terms and conditions of this Agreement.

RECIPIENT/ SUBGRANTEE shall not deviate from the approved project and the terms and conditions of this Agreement. RECIPIENT/SUBGRANTEE shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project. The project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

(2) FUNDING AND INSURANCE

The AGENCY/GRANTEE shall provide Hazard Mitigation Grant Program funds for costs incurred in performing the project identified in the approved FEMA application as identified in Attachment A as follows:

A. Acquisition

<u>Total Number of Structure(s)</u>		<u>Total Hard Costs</u>
19		\$ 1,877,830.40
<u>Soft Costs/unit</u>	<u>Total Units</u>	<u>Total Soft Costs</u>
\$ 5,650.00	19	\$ 107,350.00
Total Estimated Project Costs		<u>\$1,985,180.40</u>

The total estimated project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

B. Funding Sources

1. Estimated Federal Share for: HMGP 4393-0025-R \$ 1,488,885.30
2. Estimated State Share for: HMGP 4393-0025-R \$ 496,295.10

TOTAL FOR: HMGP 4393-0025-R \$ 1,985,180.40

The RECIPIENT/SUBGRANTEE shall utilize the forms entitled "Request for Advance" and "Cost Report" to obtain funds under this agreement. RECIPIENT/ SUBGRANTEE shall not receive funds under this agreement if it does not submit Cost Report or Request For Advance forms. To receive funds under this agreement, RECIPIENT/ SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist. As per Paragraph 12(c) of this Agreement, if RECIPIENT/ SUBGRANTEE designates different representatives or designated agents,

RECIPIENT/ SUBGRANTEE shall notify AGENCY/GRANTEE.

To receive funds under this agreement, the Designated Agent shall sign the Cost Report or Request for Advance Form. These forms are hereby incorporated into this Agreement by reference. Following full execution of this Agreement, the Fiscal Section of the Department of Public Safety will forward the Cost Report to the RECIPIENT/ SUBGRANTEE. RECIPIENT/ SUBGRANTEE shall complete the Cost Report and attach appropriate invoices or other appropriate documentation and forward it to the appropriate Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist. AGENCY/ GRANTEE will reimburse RECIPIENT/ SUBGRANTEE for eligible costs in increments of Five Hundred Dollars (\$500.00) or greater.

The final payment of funds will be made only after project completion, submission of all required documentation, final inspection, and a request for final reimbursement.

RECIPIENT/SUBGRANTEE agrees, as a condition of receipt of funding pursuant to this Agreement, to obtain reasonably available, adequate, and necessary insurance for the type or types of hazard for which the major disaster was declared, in accordance with the requirements of 44 C.F.R. 206 subpart I and 2 C.F.R. Part 200.

(3) DUPLICATION OF BENEFITS PROHIBITION

In accordance with the provisions of 42 U.S.C. §5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. The RECIPIENT/ SUBGRANTEE shall notify the AGENCY/GRANTEE, as soon as practicable, of the existence of any insurance coverage for the costs identified in the application, and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, Minimum Home Repair funds, and other Federal, State and private funding. Allowable costs shall be reduced by the amount of duplicate sources available. The RECIPIENT/ SUBGRANTEE shall be liable to the AGENCY/GRANTEE to the extent that the RECIPIENT/ SUBGRANTEE receives duplicate benefits from any other source for the same purposes for which the RECIPIENT/ SUBGRANTEE has received payment from the AGENCY/GRANTEE.

The RECIPIENT/SUBGRANTEE shall immediately remit to the AGENCY/ GRANTEE any duplication of benefits payment received by the RECIPIENT/ SUBGRANTEE. In the event the AGENCY/ GRANTEE determines a duplication of benefits has occurred RECIPIENT/SUBGRANTEE hereby authorizes the Controller of the Department of Public Safety to offset action against any other available funding due the RECIPIENT/SUBGRANTEE. In addition,

0797

RECIPIENT/SUBGRANTEE shall ensure, as a condition of funding under this Agreement, that all required Privacy Act releases and Duplication of Benefit paperwork is completed.

(4) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the RECIPIENT/SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules regulations, executive orders, policies, procedures and directives, including but not limited to, those identified in Attachments B, C, and D.

(5) PERIOD OF AGREEMENT

This Agreement becomes effective upon execution of the signatures of all parties. The date of execution shall be the date of the last signature. The termination date is **March 12, 2023** unless terminated earlier in accordance with the provisions of paragraphs (6), (8), (11), (13) or (17).

(6) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.

(7) RECORD KEEPING, PROCUREMENT AND PROPERTY MANAGEMENT

- (a) If applicable, RECIPIENT/SUBGRANTEE's performance under this Agreement shall be subject to 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart B, "General Provisions".
- (b) If applicable, all financial and programmatic records, supporting documents statistical records and other records of RECIPIENT/SUBGRANTEE shall be retained pursuant to 2 C.F.R. Part 200 and 09 NCAC Part 3M. All original records pertinent to this Agreement shall be retained by the RECIPIENT/SUBGRANTEE for five years following the date of termination of this Agreement or of submission of the final closeout report, whichever is later, with the following exceptions:
- If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving

the records have been resolved.

- (c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and other applicable laws and regulations.

- (d) The RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the AGENCY/GRANTEE, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the AGENCY/GRANTEE.

(8) REPORTS

- (a) The RECIPIENT/SUBGRANTEE shall provide monthly progress reports to the AGENCY/GRANTEE, using the Progress Report Form. Progress Reports are due by the tenth of the following month. The approved FEMA application as described in Attachment A, incorporated by reference, includes the timeline and tasks for the work schedule.

In order to complete the project before the end of the period of performance established by FEMA in the FEMA award letter, RECIPIENT/SUBGRANTEE shall provide its Project Management Schedule to the AGENCY/GRANTEE that outlines RECIPIENT/SUBGRANTEE's plan for completion and that track and demonstrate completion of each task listed in the approved FEMA application by the timeframe listed in the approved FEMA application.

The Scope of Work and Budget are listed in the approved FEMA application, the FEMA award letter, Attachment A, and the Excel Development Spreadsheet or Workbook. The Excel Development Spreadsheet or Workbook lists the Soft Costs, Hard Costs, and other costs for the project. RECIPIENT/SUBGRANTEE shall provide its Budget for the project and for managing the project to AGENCY/SUBGRANTEE. RECIPIENT/SUBGRANTEE must obtain prior written approval from AGENCY/GRANTEE before exceeding any cost line amount listed for Soft Costs, Hard Costs, or other costs in the Excel Development Spreadsheet or Workbook.

RECIPIENT/SUBGRANTEE shall provide a business plan to AGENCY/SUBGRANTEE regarding the method of procurement of contractors and subcontractors to implement the project in the approved

application in accordance with 2 CFR Part 200 and other applicable federal, state and local requirements. RECIPIENT/SUBGRANTEE shall submit a copy of its Procurement Letter to AGENCY/GRANTEE that identifies the method of procurement and procurement policies and procedures for the procurement of its contractors. RECIPIENT/SUBGRANTEE shall provide AGENCY/GRANTEE copies of RECIPIENT's procurement document (Invitation For Bids, Request For Proposal, etc.), advertisement of the procurement, responses received, selected or awarded bid or contractor, and contracts.

RECIPIENT/SUBGRANTEE's Project Management Schedule and its Budget are due to AGENCY/GRANTEE forty-five (45) days from the date of execution of the grant agreement. The Project Management Schedule, Budget, Progress Reports, and other reports shall indicate the status and completion date for each project funded, any problems or circumstances affecting completion dates, or the scope of work, or the project costs, and any other factors reasonably anticipated to result in noncompliance with the terms of the grant award. Interim inspections shall be scheduled by the RECIPIENT/SUBGRANTEE prior to the final inspection and may be requested by the AGENCY/GRANTEE based on information supplied in the progress reports.

The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/SUBGRANTEE shall, as soon as possible, provide any additional reports or documentation requested by the AGENCY/GRANTEE. The AGENCY/GRANTEE contact will be the Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist for all reports and requests for reimbursement.

- (b) RECIPIENT/SUBGRANTEE shall provide the AGENCY/GRANTEE with a close-out report on forms provided by the AGENCY/GRANTEE. The close-out report is due no later than forty-five (45) days after termination of this Agreement or upon completion of the activities contained in this Agreement.

- (c) If all required reports or documentation and copies are not sent to the AGENCY/GRANTEE or are not completed in a manner acceptable to the AGENCY/GRANTEE, the AGENCY/GRANTEE may withhold further payments until they are completed or may take such other action as set forth in paragraph (11). The AGENCY/GRANTEE may terminate the Agreement with a RECIPIENT/SUBGRANTEE if reports are not received within thirty (30) days after written notice by the AGENCY/GRANTEE. "Acceptable to the AGENCY/GRANTEE" means that the work product was completed in accordance with generally accepted principles and is

- consistent with the Budget and Scope of Work, Attachment A.
- (d) Upon request by the AGENCY/GRANTEE, the RECIPIENT/SUBGRANTEE shall provide such additional program updates, documentation or information as may be required by the AGENCY/GRANTEE.

(9) **MONITORING**

The RECIPIENT/SUBGRANTEE shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function, or activity set forth in Attachment A to this Agreement and incorporated by reference herein.

(10) **LIABILITY**

- (a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

- (b) Except as otherwise provided in subparagraph (c) below, the RECIPIENT/SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor.

- (c) RECIPIENT/SUBGRANTEE who is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by any RECIPIENT/SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

(11) **DEFAULT; REMEDIES; TERMINATION**

- (a) If any of the following events occur ("Events of Default"), all obligations on the part of the AGENCY/GRANTEE to make any further payment of funds hereunder shall, if the AGENCY/ GRANTEE so elects, terminate, and the AGENCY/GRANTEE may at its option exercise any of its remedies set forth herein, but the AGENCY/GRANTEE may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
1. If any warranty or representation made by the RECIPIENT/ SUBGRANTEE in this Agreement or any previous Agreement with the AGENCY/GRANTEE shall at any time be false or misleading in any respect, or if the RECIPIENT/SUBGRANTEE shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the AGENCY/ GRANTEE and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
 2. If any material adverse change shall occur in the financial condition of the RECIPIENT/SUBGRANTEE at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the AGENCY/GRANTEE, and the RECIPIENT/ SUBGRANTEE fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the AGENCY/GRANTEE;
 3. If any reports required by this Agreement have not been submitted to the AGENCY/GRANTEE or have been submitted with incorrect, incomplete or insufficient information;
 4. If the RECIPIENT/SUBGRANTEE has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work attached hereto as "Attachment A";
 5. If the necessary funds are not available to fund this agreement as a result of action by the United States Congress, the N.C. General Assembly, or the Office of State Budget and Management.
- (b) Upon the happening of an Event of Default, then the AGENCY/ GRANTEE may, at its option, upon written notice to the RECIPIENT/ SUBGRANTEE and upon the RECIPIENT/ SUBGRANTEE's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the AGENCY/GRANTEE from pursuing any other remedies contained herein or otherwise provided at law or in equity:
1. Terminate this Agreement, provided that the RECIPIENT/ SUBGRANTEE is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the address set forth in paragraph (12) herein;
 2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
 3. Withhold or suspend payment of all or any part of a request for payment;
 4. Exercise any other rights or remedies which may otherwise be available under law.
- (c) The AGENCY/GRANTEE may terminate this Agreement for cause upon such written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the RECIPIENT/SUBGRANTEE to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.
- (d) Termination for Convenience: If this contract contemplates deliveries or performance over a period of time, the AGENCY/GRANTEE may terminate this Agreement at any time by providing fifteen (15) days' notice in writing from the AGENCY/GRANTEE to the RECIPIENT/SUBGRANTEE. In that event, any or all finished or unfinished deliverables prepared by the RECIPIENT/SUBGRANTEE or its contractors or subcontractor's under this Agreement shall, at the option of the AGENCY/GRANTEE, become its property. If the Agreement is terminated by the AGENCY/GRANTEE as provided in this section, the AGENCY/GRANTEE shall reimburse for those eligible items for which such option is exercised, less any payment or compensation previously made.
- (e) Suspension or termination constitutes final AGENCY/GRANTEE action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(f) The RECIPIENT/SUBGRANTEE shall return funds to the AGENCY/GRANTEE if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement

(g) Notwithstanding the above, the RECIPIENT/SUBGRANTEE shall not be relieved of liability to the AGENCY/GRANTEE by virtue of any breach of Agreement by the RECIPIENT/SUBGRANTEE. The AGENCY/GRANTEE may, to the extent authorized by law, withhold any payments to the RECIPIENT/SUBGRANTEE for purpose of set-off until such time as the exact amount of damages due the AGENCY/GRANTEE from the RECIPIENT/SUBGRANTEE is determined.

(12) **NOTICE AND CONTACT**

(a) All notices provided under or pursuant to this Agreement shall be in writing, first class, certified mail, return receipt requested, to the representative identified below and said notification attached to the original of this Agreement.

(b) The name and address of the AGENCY/GRANTEE contract manager for this Agreement is:

Hazard Mitigation Grants Manager
NCEM Hazard Mitigation Section
Department of Public Safety
Division of Emergency Management
4105 Reedy Creek Road
Raleigh, NC 27607

(c) The name and address of the Representative of the RECIPIENT/SUBGRANTEE (Designated Agent) responsible for the administration of this Agreement is:

Mailing Address:
Davis H. Brinson
County Manager
Duplin County
PO BOX 950
Kenansville, NC 28349

Overnight Address:
Davis H. Brinson
County Manager
Duplin County
224 Seminary Street
Kenansville, NC 28349

In the event that different representatives (designated agents) are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative (new designated agent) will be rendered as provided in (12)(a) above. To receive funds under this agreement, RECIPIENT/ SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist. To receive funds under this agreement, the Designated Agent shall sign the Cost Report or Request for Advance Form.

(13) **OTHER PROVISIONS**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/ GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement and the release of the AGENCY/ GRANTEE from all its obligations to the RECIPIENT/ SUBGRANTEE.

(b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the AGENCY/GRANTEE of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT/ SUBGRANTEE shall affect or extend or act as a waiver of any other right or remedy of the AGENCY/GRANTEE hereunder, or affect the subsequent exercise of the same right or remedy by the AGENCY/ GRANTEE for any

further or subsequent default by the RECIPIENT/ SUBGRANTEE. Any power of approval or disapproval granted to the AGENCY/ GRANTEE under the terms of this Agreement shall survive the terms and life of this agreement as a whole.

(14) AUDIT REQUIREMENTS

(a) If applicable, RECIPIENT/SUBGRANTEE shall provide the following completed documentation to the AGENCY/GRANTEE:

- Designation of Applicant's Agent;
- State-Applicant Disaster Assistance Agreement;
- Private Non-Profit Organization Certification (if required);
- Summary of Documentation Form itemizing actual costs expended for large project payment requests;
- Monthly Progress Reports;
- Hard copies of Single Audit Reports within 60 days of close of fiscal year.

If the RECIPIENT/SUBGRANTEE fails to provide any of the documentation discussed or requested in this Agreement, the AGENCY/ GRANTEE will be under no obligation to reimburse the RECIPIENT/ SUBGRANTEE for eligible expenses.

(b) The RECIPIENT /SUBGRANTEE agrees to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, RECIPIENT/ SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," for awards prior to December 26, 2014. 2 C.F.R. Part 200 and applicable North Carolina laws, rules and regulations. Further, RECIPIENT/SUBGRANTEE must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 2 CFR 200.338, the AGENCY/GRANTEE may withhold or suspend payments under any grant award.

(c) These records shall be available at all reasonable times for inspection, review, or audit by the N.C. State Auditor and other personnel duly authorized by the AGENCY/GRANTEE. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business

hours of 8:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday.

(d) The RECIPIENT/SUBGRANTEE shall also provide the AGENCY/ GRANTEE with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(e) The RECIPIENT/SUBGRANTEE shall provide the AGENCY/GRANTEE and the Office of the State Auditor with an annual financial audit report. The annual financial audit report shall include all management letters and the RECIPIENT/SUBGRANTEE's response to all findings, including corrective actions to be taken.

(f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the RECIPIENT/SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/SUBGRANTEE of such non-compliance.

(g) The RECIPIENT/SUBGRANTEE shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(15) SUBCONTRACTS

(a) If the RECIPIENT/SUBGRANTEE subcontracts any or all of the work required under this Agreement, the RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE.

(b) The RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(c) If the RECIPIENT/SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/GRANTEE within ten

(10) days of execution of said subcontract.

(d) If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(e) Contractual arrangement shall in no way relieve the RECIPIENT/SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

(16) **TERMS AND CONDITIONS**

This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supercedes all prior oral and written statements or agreements.

(17) **STANDARD CONDITIONS**

The RECIPIENT/SUBGRANTEE agrees to be bound by the following standard conditions:

(a) The State of North Carolina's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and is contingent upon Congress providing Hazard Mitigation Grant Program funds for projects.

(b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.

(c) If RECIPIENT/SUBGRANTEE requires an extension of the current Period of Performance (POP) for this project, then RECIPIENT/SUBGRANTEE must prepare and submit a Request For Extension to the State Hazard Mitigation Officer no later than ninety (90) days prior to the expiration of the POP for this award. The Request for Extension must be on letterhead, provide all the required information outlined in Part VI, Paragraph D.4.1 Extensions (pg. 86-87) in the Hazard Mitigation Guidance (February 2015) and signed by the DA.

(d) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of the

N.C. General Statutes and made or received by the Contractor/RECIPIENT/SUBGRANTEE in conjunction with the Agreement.

(18) **ATTACHMENTS**

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistency or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement includes the following attachments or documents incorporated by reference as if fully set out herein:

- | | | |
|----|--------------|---|
| 1. | Attachment A | Approved Project Budget & Scope of Work |
| 2. | Attachment B | Program Statutes and Regulations |
| 3. | Attachment C | Lobbying Prohibition/Certification |
| 4. | Attachment D | Statement of Assurances |
| 5. | Attachment E | Special Conditions |

(19) **FUNDING/CONSIDERATION**

(a) Any advance payment under this Agreement is subject to the approval of the AGENCY/GRANTEE. The amount which may be advanced may not exceed the expected cash needs of the RECIPIENT/SUBGRANTEE for a three-day period for the specific project. For a federally funded contract, any advance payment is also subject to 44 C.F.R. Part 13, Federal OMB Circulars, A-110, A-122 and the Cash Management Improvement Act of 1990 for awards prior to December 26, 2014 and 2 C.F.R. Part 200. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted to the Division of Emergency Management Contract Manager using the Cost Report and Request for Advance Form. RECIPIENT/ SUBGRANTEE shall specify the amount of advance payment needed, project number and provide an explanation of the necessity for and proposed use of these funds.

(b) All funds shall be requested using the appropriate forms that are provided by the AGENCY/GRANTEE.

(20) **STATE LOBBYING PROHIBITION**

No funds or other resources received from the AGENCY/GRANTEE in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state

department.

Refer to Attachment C for additional terms and provisions relating to lobbying.

(21) LEGAL AUTHORIZATION

The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind RECIPIENT/SUBGRANTEE to the terms of this Agreement.

(22) ASSURANCES

The RECIPIENT/SUBGRANTEE shall execute and comply with the Statement of Assurances incorporated as Attachment D.

(23) SPECIAL CONDITIONS

- (a) The RECIPIENT/SUBGRANTEE shall comply with the special conditions set forth in Attachment E, attached hereto and incorporated by this reference.
- (b) Failure of the RECIPIENT/SUBGRANTEE to comply with the special conditions listed in Attachment E or the program statutes and regulations in Attachments B and D of this Agreement shall be cause for the immediate suspension of payments or the immediate termination of this Agreement.

(24) HAZARD MITIGATION PLAN

If RECIPIENT/SUBGRANTEE is a local governmental entity, RECIPIENT/SUBGRANTEE shall complete, adopt, and update an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer and in accordance with FEMA and State requirements including but may not be limited to, 44 C.F.R. 201.6, 44 CFR 201.3, and NCCGS 166A-19.41. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the AGENCY/GRANTEE. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the _____ day of _____, 2022. 1/20/2023 | 12:12:40 EST

CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

WITNESS:

BY: William C. Ray
WILLIAM C. RAY, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT
DATE 1/20/2023 | 10:22:18 EST

WITNESS:

BY: Cassandra Hoeckstra
CASANDRA S. HOEKSTRA
CHIEF DEPUTY SECRETARY ADMINISTRATION
DEPARTMENT OF PUBLIC SAFETY
DATE 1/20/2023 | 12:12:40 EST

WITNESS:

BY: Davis H. Brinson
DAVIS H. BRINSON
COUNTY MANAGER
DUPLIN COUNTY
FEDERAL EMPLOYER ID # 56-6000296
DATE 1/20/2023 | 08:54:28 EST

APPROVED AS TO PROCEDURES:

BY: Dr. Sharon Marsalis
SHARON MARSAIS, INTERIM BUDGET
DIRECTOR
DEPARTMENT OF PUBLIC SAFETY
DATE 1/18/2023 | 15:01:26 EST

APPROVED AS TO FORM SUBJECT TO EXECUTION BY CASANDRA S. HOEKSTRA, CHIEF DEPUTY
SECRETARY, ADMINISTRATION OF DEPARTMENT OF PUBLIC SAFETY.

DEPARTMENT OF PUBLIC SAFETY

BY: WILL PALM
DEPUTY GENERAL COUNSEL

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A-1
ATTACHMENT A

BUDGET AND SCOPE OF WORK

RECIPIENT/SUBGRANTEE shall implement the Hazard Mitigation project summarized below and as described in the approved project application (Project # HMGP 4393-0025). That Application is hereby incorporated by reference into this Agreement. The AGENCY/GRANTEE shall reimburse eligible costs according to the following expenditures:

I. Hazard Mitigation Grant Program Funds:

A. Acquisition			
Total Number of Structure(s)		Total Hard Costs	
19		\$ 1,877,830.40	
Soft Costs/unit		Total Soft Costs	
\$ 5,650.00		\$ 107,350.00	
Total Estimated Project Costs		\$1,985,180.40	

The total estimated project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

B. Funding Sources			
1. Estimated Federal Share for: HMGP 4393-0025-R			
2. Estimated State Share for: HMGP 4393-0025-R			
TOTAL FOR: HMGP 4393-0025-R		\$ 1,985,180.40	

A-2

II. Scope of Work Summary

Duplin County will acquire and demolish nineteen (19) residential structures to return the land to green space. The deeds to the properties will be transferred to Duplin County with restrictions imposed for the sites to remain as open space in perpetuity consistent with Title 44 of the Code of Federal Regulations (CFR) Part 80.

Site Locations:

	Address	City	State	ZIP Code	Latitude	Longitude
1.	172 Cedar Branch Ln	Wallace	NC	28466	34.76809	-77.92370
2.	237 Northeast Rd	Wallace	NC	28466	34.78625	-77.91137
3.	4576 S NC 41 Hwy	Wallace	NC	28466	34.77776	-77.91443
4.	390 Island Creek Rd	Wallace	NC	28466	34.80086	-77.92235
5.	396 Wagon Ford Rd	Beulaville	NC	28518	34.93103	-77.70963
6.	400 Island Creek Rd	Wallace	NC	28466	34.80069	-77.92144
7.	424 S Dobson Chapel Rd	Kenansville	NC	28439	34.92962	-77.88066
8.	760 Stokestown Rd	Wallace	NC	28466	34.77946	-77.87502
9.	1313 Durwood Evans Rd	Beulaville	NC	28518	34.84323	-77.83258
10.	1315 Durwood Evans Rd	Beulaville	NC	28518	34.84301	-77.83224
11.	1317 Durwood Evans Rd	Beulaville	NC	28518	34.84280	-77.83191
12.	1319 Durwood Evans Rd	Beulaville	NC	28518	34.84279	-77.83250
13.	1329 Durwood Evans Rd	Beulaville	NC	28518	34.84239	-77.83166
14.	3391 S NC 41 Hwy	Wallace	NC	28466	34.81073	-77.84689
15.	3397 S NC 41 Hwy	Wallace	NC	28466	34.91041	-77.84732
16.	4077 S NC 41 Hwy	Wallace	NC	28466	34.78871	-77.88408
17.	4323 S NC 41 Hwy	Wallace	NC	28466	34.78551	-77.90067
18.	4336 S NC 41 Hwy	Wallace	NC	28466	34.78573	-77.90196
19.	4346 S NC 41 Hwy	Wallace	NC	28466	34.78589	-77.90252

Note: 4291 S NC 41 Hwy Wallace, NC 28466 did not meet all the criteria for approval at the time the Batch 1 award was made. The parcel contains two additional residences that lie outside of the Special Flood Hazard Area (SFHA) and therefore requires a benefit-cost analysis (BCA) to determine cost effectiveness. A BCA must be provided for this property in order for it to be considered for approval.

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The following project conditions must be met:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Special Conditions:

- **NHPA Condition:** If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the Office of State Archaeology and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with NC General Statutes Chapter 70, Article 3 and § 70-32.
- **NHPA Condition:** Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.
- **NHPA Condition:** Prior to using fill, applicant must identify the source and location of fill material and provide this information to NCSHPO and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer will be required. Fill material must come from a licensed, permitted commercial source, stockpile or borrow pit. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout.

- **NHPA Condition:** The following Low Impact Demolition Stipulations must be followed: Applicant must adhere to all stipulations in the Lower Impact Demolition Stipulations document. This document is attached in "Enclosures".
- **RCRA Condition:** Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
- **RCRA Condition:** If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the applicant must comply with all federal, state and local abatement and disposal requirements. Upon closeout, the applicant must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any ACM were taken to an authorized landfill for such materials.

B-1
ATTACHMENT B

PROGRAM STATUTES AND REGULATIONS

This Agreement, the North Carolina Legislature and the Hazard Mitigation Grant Program grants are governed by the following statutes, regulations, procedures and policies:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et. seq.;
- (2) 44 C.F.R. parts 7, 9, 10, 18, 25, 206, 209, 220, 2 C.F.R. Part 200, and any other applicable FEMA policy memoranda and guidance documents;
- (3) Chapter 166A of the N.C. General Statutes, N.C.G.S. § 166A-19.1 et. seq., "The N.C. Emergency Management Act";
- (4) State of North Carolina Administrative Plan for the Hazard Mitigation Grant Program and policies and procedures of the N.C. Division of Emergency Management;
- (5) All applicable laws and regulations delineated in Attachments D&E of this Agreement;
- (6) All applicable laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the work performance under this Agreement, including those of federal, state and local agencies having appropriate jurisdiction.

C-1
ATTACHMENT C

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUB-RECIPIENT/SUBGRANTEES shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The RECIPIENT/SUBGRANTEE certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the RECIPIENT/SUBGRANTEE understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

RECIPIENT/SUBGRANTEE

BY: Dave H. Brinson
DAVIS H. BRINSON
COUNTY MANAGER

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D-1
ATTACHMENT D
STATEMENT OF ASSURANCES

The RECIPIENT/SUBGRANTEE hereby assures and certifies that:

- (a) It possesses legal authority to enter into this agreement, and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the HMGP application to FEMA, including all understandings and assurances contained therein, and directing and authorizing the RECIPIENT/SUBGRANTEE's chief executive officer to act in connection with the application and to provide such additional information as may be required.
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the RECIPIENT/SUBGRANTEE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or program assisted under this agreement. The RECIPIENT/SUBGRANTEE shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above.
- (d) It will comply with and conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, , OMB Circular A-133 "Audits of States, Local Governments and Non-profit Organizations" for awards prior to December 26, 2014, 2 C.F.R. Part 200, and applicable North Carolina laws, rules and regulations. Additionally, the RECIPIENT/SUBGRANTEE shall comply with the requirements related to audits and financial management pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq. and shall provide the documentation discussed below and requested under this Agreement. RECIPIENT SUBGRANTEE must provide a hard copy of the Single Audit Act Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 44 C.F.R. §13.43 for awards prior to December 26, 2014 and 2 C.F.R. Part 200, Subpart D "Remedies for Non-Compliance", the AGENCY/SUBGRANTEE may withhold or suspend payments under any grant award. Failure to provide such documentation or to comply with said requirements shall terminate any obligation on behalf of the AGENCY/GRANTEE to reimburse the RECIPIENT/ SUBGRANTEE for eligible expenses.

D-2

- 1. The AGENCY/GRANTEE shall review the RECIPIENT/ SUBGRANTEE's performance periodically to determine whether the RECIPIENT/SUBGRANTEE has substantially completed its program as described in the approved Application and this Agreement. Training and technical assistance shall be provided by the AGENCY/GRANTEE, within limits of staff time and budget, upon written request by the RECIPIENT/SUBGRANTEE and/or upon a determination by the AGENCY/GRANTEE of RECIPIENT/ SUBGRANTEE need.
- 2. The RECIPIENT/SUBGRANTEE shall allow the AGENCY/ GRANTEE to carry out monitoring, evaluation, and technical assistance and shall assure the cooperation of its employees, sub- RECIPIENT/SUBGRANTEES and subcontractors during such activities.
- 3. In the event that the AGENCY/GRANTEE suspends funding pursuant to the provision of this Agreement, said suspension shall take effect as of the receipt of the notice of said suspension by the RECIPIENT/SUBGRANTEE. Any requests for payment for which the AGENCY/GRANTEE has not yet disbursed payment shall be subject to said suspension.
- 4. Should the RECIPIENT/SUBGRANTEE fail to enforce the provisions of any promissory note, mortgage, security agreement, or other obligation specified in any Participating Party Agreement or in written contract with a beneficiary, contractor, agent, or sub- RECIPIENT/SUBGRANTEE who received payment or benefit from funds disbursed under this Agreement, the AGENCY/ GRANTEE may, with thirty days (30) written notice to the RECIPIENT/SUBGRANTEE, automatically substitute itself for the RECIPIENT/SUBGRANTEE in said Participating Party Agreement or written contract for the purpose of enforcing said Participating Party Agreement or written contract and may, at its discretion, continue to administer said Participating Party Agreement or written contract.

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D-3

5. The RECIPIENT/SUBGRANTEE's application for funds to the State for funding consideration under the FEMA Hazard Mitigation Grant Program is made a part of this Agreement by reference.
6. RECIPIENT/SUBGRANTEE shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative. The RECIPIENT/SUBGRANTEE, its employees, and agents, shall maintain records and supporting documents as prescribed in 44 CFR Part 13, Subpart C "Reports, Records Retention and Enforcement" for awards prior to December 26, 2014, 2 C.F.R. Part 200, and 9 NCAC Part 3M. These records shall be maintained at a readily accessible site within the jurisdiction and under the jurisdiction's control.
7. Program Income is defined in 44 CFR Section 13.25 for awards prior to December 26, 2014 and 2 C.F.R. Part 200. Program Income must be returned to the AGENCY/ GRANTEE within five (5) days of receipt, to the following address:

Controller
N.C. Department Public Safety
4220 Mail Service Center
Raleigh, NC 27699-4220
8. All RECIPIENT/SUBGRANTEE or sub-RECIPIENT/ SUBGRANTEE contracts for which the N.C. Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the RECIPIENT/ SUBGRANTEE for eligible contract work completed prior to the date the notice of suspension or termination is received by the RECIPIENT/SUBGRANTEE may not be funded with funds provided under this Agreement unless previously approved in writing by the AGENCY/GRANTEE. All sub-RECIPIENT/ SUBGRANTEE contracts shall contain provision for termination for cause or convenience and shall provide for the method of payment in such event.

D-4

9. All amendments requiring prior AGENCY/GRANTEE approval must be approved in writing by the AGENCY/GRANTEE prior to the RECIPIENT/ SUBGRANTEE's submission of a closeout package. Any closeout package received prior to the written approval of said amendment is considered void ~~ab initio~~, and is not considered a closeout package for the purposes of eligibility or potential penalty issues related to closeout.
10. Submission of inaccurate information by the RECIPIENT/ SUBGRANTEE in monitoring report responses; audit or audit finding responses; quarterly, closeout, program income, or other reports; or Requests for Funds that result in subsequent official AGENCY/GRANTEE action based on that inaccurate information (such as the granting of administrative or final closeout status, releasing funds, or clearing findings) may at the option of the AGENCY/ GRANTEE, subject the RECIPIENT/SUBGRANTEE to revocation of the official AGENCY/GRANTEE action(s) predicated on that report or submission, (e.g., revocation of closeout status, audit clearance, monitoring report clearance, etc.)
- (e) Where applicable, it will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701 et seq. – In accordance with 29 CFR 5.5(b)(1)-(4),

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation, liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

D-5

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The grant recipient or subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(3) Davis-Bacon Act, 40 U.S.C. 3141 et. seq. (former 40 U.S.C. §276a et. seq.). If applicable, the RECIPIENT/SUBGRANTEE must comply with 29 CFR 5.5(a)(1)-(10) as follows:

D-6

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$ 2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or

D-7

mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(H)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor,

D-8

Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

D-9

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Federal Agency or the loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under *29 CFR 5.5(a)(1)(iv)* that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the

D-10

commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the appropriate federal agency, if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the North Carolina Division of Emergency Management/Hazard Mitigation. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under *29 CFR 5.5(a)(3)(ii)*, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esd/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the appropriate federal agency, if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the North Carolina Division

D-11

of Emergency Management/Hazard Mitigation, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

D-12

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the North Carolina Division of Emergency Management/Hazard Mitigation or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees —

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage

D-13

determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate

D-14

who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29

D-15

CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

- (4) National Environmental Policy Act of 1969, 42 U.S.C. §4321, et. seq.; EO11991; EO12148; Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et. seq.; Section 176(c) of the Clean Air Act of 1955, 42 U.S.C. §7401 et. seq.; Safe Drinking Water Act of 1974, 42 U.S.C. 300f et. seq.; Endangered Species Act of 1973, 16 U.S.C. 1532 et. seq.; Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et. seq.

- (5) Section 106 of the National Historic Preservation Act of 1966, 54 U.S.C. 306108 (former 16 U.S.C. §470 et. seq.; EO11593; Archaeological and Historic Preservation Act of 1974, 54 U.S.C. 312501 et. seq. (16 U.S.C. §469a-1 et. seq.)

- (6) Clean Air Act, 42 U.S.C. 7401 et. seq. - The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the RECIPIENT/SUBGRANTEE and understands and agrees that the RECIPIENT/SUBGRANTEE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

D-16

"Federal Water Pollution Control Act"

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the RECIPIENT/SUBGRANTEE and understands and agrees that the RECIPIENT/SUBGRANTEE will, in turn, report each violation as required to assure notification to the AGENCY/GRANTEE, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

- (7) Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by RECIPIENT/SUBGRANTEE. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to RECIPIENT/SUBGRANTEE, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- (f) It will comply with:

- (1) During the performance of this contract, the RECIPIENT/SUBGRANTEE agrees as follows:

(1) The RECIPIENT/SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex,

D-17

sexual orientation, gender identity, or national origin. The RECIPIENT/SUBGRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual 7 See 2 C.F.R. Part 200, Appendix II, § C. Contract Provisions Guide 11 orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT/SUBGRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The RECIPIENT/SUBGRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The RECIPIENT/SUBGRANTEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the RECIPIENT/SUBGRANTEE's legal duty to furnish information.

(4) The RECIPIENT/SUBGRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D-18

(5) The RECIPIENT/SUBGRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The RECIPIENT/SUBGRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The RECIPIENT/SUBGRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The RECIPIENT/SUBGRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The RECIPIENT/SUBGRANTEE further agrees that it will be bound by the above equal opportunity clause with respect to its own employment

9100

D-19

practices when it participates in federally assisted construction work. Provided, that if the RECIPIENT/SUBGRANTEE so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The RECIPIENT/SUBGRANTEE agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The RECIPIENT/SUBGRANTEE further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- (2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the RECIPIENT/SUBGRANTEE, this assurance shall obligate the RECIPIENT/SUBGRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

D-20

- (3) Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis of race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age). Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. 794 (prohibiting discrimination on the basis of handicap); Executive Order 11063 as amended by Executive Order 2259, and Section 109 of the Housing and Community Development Act of 1974, as amended;

- (4) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and election for training and apprenticeship.

- (g) The RECIPIENT/SUBGRANTEE agrees to comply with Titles I, II, III, IV and V of the Americans With Disabilities Act of 1990 (prohibiting discrimination on the basis of disability).

- (h) The Copeland "Anti-Kickback" Act. Contractor, RECIPIENT/SUBGRANTEE shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

Subcontracts. The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

D-21

- (i) It will comply with the provision of the Hatch Act, as amended, 5 U.S.C. 1501 et. seq. and 7324 et. seq., which limits the political activity of employees.
- (j) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-156, 87 Section 975, approved December 31, 1973, as amended, 42 U.S.C. 4001 et. seq. Further, Sections 102 and 103 (42 U.S.C. 4012a and 4015) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (k) It will require every building or facility (other than a privately-owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "uniform Federal Accessibility Standards," (UFAS) which is 24 CFR Part 40 for residential structures, <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>. The RECIPIENT/SUBGRANTEE will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- (l) The RECIPIENT/SUBGRANTEE will comply with applicable N.C. General Statutes when negotiating contracts for services.
- (m) It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, and has adopted and is enforcing a policy of enforcing applicable State and federal laws against physically barring entrance or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction in accordance with section 519 of Public Law 101-144 of the 1990 HUD Appropriations Act.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 91-616) as amended, (21 U.S.C. 1101 et. seq.) relating to nondiscrimination on the basis of drug abuse;

D-22

- (p) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, (42 U.S.C. 4541 et. seq.) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - (q) It will comply with 523 and 527 of the Public Health Service Act of 1912 "(42 U.S.C. 290 dd-3 and 290 ee-3)", as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (r) It will comply with Chapter 63 of Title 42, Lead-Based Paint Poisoning Prevention "(42 U.S.C. 4821 et seq.)" which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
 - (s) It will comply with the Energy Policy and Conservation Act, 42 U.S.C. §6291 et. seq.
 - (t) In the performance of this Agreement, the RECIPIENT/SUBGRANTEE shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- See also 2 CFR 200.322.
- (u) Prohibition on Contracting for Covered Telecommunications Equipment or Services
 - (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and

D-23

telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

D-24

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

D-25

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(v) Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(w) The RECIPIENT/SUBGRANTEE shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The RECIPIENT/SUBGRANTEE shall include this provision in any subcontracts.

(x) RECIPIENT/SUBGRANTEE certifies that it:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and

D-26

(2) Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and,

(4) Has not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(y) RECIPIENT/SUBGRANTEE further agrees that it will include the above certifications, without modification, in all lower tier contracts and in all solicitations for lower tier contracts.

(z) No governmental non-competes. RECIPIENT/SUBGRANTEE shall not impose or enforce any non-competition agreement upon the employees included in RECIPIENT/SUBGRANTEE's proposal that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Agreement, the RECIPIENT/SUBGRANTEE affirms this condition. This affirmation is a material condition for the State's award of any work under this Agreement.

(aa) Program Monitoring. RECIPIENT/SUBGRANTEE agrees to assist and cooperate with the Federal grantor agency and State or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by STATE such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

(bb) Funding Contingency. The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the RECIPIENT/SUBGRANTEE.

D-27

- (cc) **Women and Minority Owned Businesses.** 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and RECIPIENT/SUBGRANTEE to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.

- (dd) **Personnel.** RECIPIENT/SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by RECIPIENT/SUBGRANTEE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

- (ee) **Program Fraud and False or Fraudulent Statements or Related Acts.** RECIPIENT/SUBGRANTEE acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

- (ff) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors Listing, <https://ncadmiu.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

E-1
ATTACHMENT E
SPECIAL CONDITIONS

This agreement shall be executed by the RECIPIENT/SUBGRANTEE, and returned to the AGENCY/GRANTEE at the following address:

**Hazard Mitigation Grants Manager
NCEM Resiliency Section/Hazard Mitigation Branch
Department of Public Safety
Division of Emergency Management
4105 Reedy Creek Road
Raleigh, NC 27607**

This agreement will be executed within thirty (30) days after receipt. All time periods in this Agreement refer to calendar days. After receipt by the AGENCY/GRANTEE of the signed Agreement, the AGENCY/GRANTEE will execute this Agreement and return an original to the RECIPIENT/SUBGRANTEE.

Mailing Address:
**Davis H. Brinson
County Manager
Duplin County
PO BOX 950
Kenansville, NC 28349**

Overnight Address:
**Davis H. Brinson
County Manager
Duplin County
224 Seminary Street
Kenansville, NC 28349**

**NORTH CAROLINA
DUPLIN COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made and entered into this 6 day of March, 2023, by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and Down East Property Service LLC located at 405 Powers Hill Loop Rd, Pink Hill, NC 28572 (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all services to be provided under this Contract.
2. **TERM OF CONTRACT.** The Term of this Contract for Services is for the 2023 calendar year, specifically the period of **April 1, 2023 through October 31, 2023** (hereinafter referred to as "growing season"), unless sooner terminated as provided herein. Upon mutual agreement of the parties, this Contract may be renewed for two (2) additional one-year terms.
3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY during the growing season monthly payments pursuant to Attachment 1. It is recognized and agreed that the total amount of payments by COUNTY to CONTRACTOR during the term of this Contract shall not cumulatively exceed Thirty-Two Thousand Two Hundred Fifty Dollars and 00/100 (\$32,250.00), as full compensation for the provision of Services during the term of this Contract. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.
4. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.
- CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
5. **INSURANCE AND INDEMNITY.** CONTRACTOR shall be solely responsible for any damages to real or personal property arising out of its performance of services pursuant to this Agreement. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR

or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

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

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

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

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

7. **CONFIDENTIALITY.** All data and information, both written and verbal, furnished to Contractor by County shall be regarded as confidential, shall remain the sole property of County and shall be held in confidence and safeguarding 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. F-V-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: Donna Brown, Utility Director
PO Box 955
Kenansville, NC 28349

CONTRACTOR:
ATTN: Down East Property Services LLC
405 Potters Hill Loop Rd
Pink Hill, NC 28572

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

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

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

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

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

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

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

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

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

Reviewed by Department Head

Deanna Bice
Date Reviewed: 2-28-23

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

[Signature]
Duplin County Finance Officer

CONTRACTOR

By: [Signature]
Printed Name: Gregory S. Fields
Title: Owner

DUPLIN COUNTY

By: [Signature]
Printed Name: Dexter B. Edwards
Title: BOC Chairman

ATTACHMENT 1" to follow

ATTACHMENT 1
Scope of Services

Down East Property Service agrees to provide biweekly mowing at the County-owned water facility sites denoted below during the 2023 growing season, which is estimated to be April 1, 2023 through and including October 31, 2023. This service includes mowing and trimming of all grass on each site, including around ditch banks, buildings, fences, utilities, and other structures:

<u>Albertson:</u>	<u>Amount per mow:</u>
Well A1 & EST A1	\$75.00
BPS A1 - Parker	\$65.00
Well A2 & EST 2 - Kornegay	\$75.00
Well A3 - Tenchey	\$65.00
<u>District B:</u>	<u>Amount per mow:</u>
BPS B1 - Kornegay	\$65.00
Well B1 & EST B1	\$65.00
Well B2	\$65.00
BPS B2 - Maready	\$65.00
EST B2 - Smith	\$65.00
<u>District C:</u>	<u>Amount per mow:</u>
Well C1 & EST C1 - James	\$65.00
<u>District D:</u>	<u>Amount per mow:</u>
Well D1 & EST D1 - South Park	\$65.00
Well D2 - Register	\$65.00
BPS D1 - Davis	\$65.00
EST D2 - Davis	\$65.00
<u>District E:</u>	<u>Amount per mow:</u>
Well E2 & EST E1	\$65.00
<u>District F:</u>	<u>Amount per mow:</u>
EST F1	\$65.00
EST F2 - Mozingo	\$65.00
EST F3 - Britt	\$45.00
Valve Station F-3	\$65.00
Well F1 - Miller	\$65.00
Well F2 - Houston	\$65.00
Well F3 - Riverbark	\$65.00
BPS F1 - Quinn	\$65.00
BPS F2 - Bostic	\$65.00

District	Amount per mow
Well G1 & EST G1	\$65.00
Well G2 - Dunn	\$65.00
EST G2 - Kouse	\$65.00
BPS G3 - Atkinson	\$65.00

Duplin Co Pump Station #1 (1390 S NC 903 Hwy, Magnolia)
\$65.00

Duplin Co Pump Station #2 (1513S Kemansville Bypass, Magnolia)
\$65.00

Duplin Co Pump Station #3 (510 Brinson Rd, Magnolia)
\$65.00

Entrance to West Park Bus & Tech (946 Penny Branch Rd, Warsaw)
\$45.00

Entrance to West Park Industrial Park (234 Bruce Costin Rd, Warsaw)
\$45.00

Entrance to South Park (South Park Drive, Wallace)
\$45.00

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

CONTRACTOR ACKNOWLEDGEMENT

By: _____
Date: _____

CERTIFICATE OF PAST DUE TAXES
OVERDUE TAXES

Instructions: Grantee should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to Duplin County.

Entity's Letterhead

Date of Certification

To: Duplin County

Certification: We certify that Gregory S Fields does not have any overdue tax debts, as defined by N.C. Gen. Stat. §105-243.1, at the federal, State or local level. We further understand that any person who makes a false statement in violation of N.C. Gen. Stat. §143-6-2(b2) is guilty of a criminal offense punishable as provided N.C. Gen. Stat. §143-34(b).

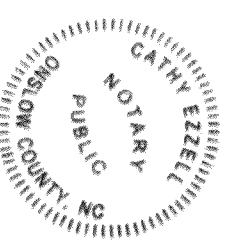
Sworn Statement: Gregory S Fields being duly sworn, says that he/she is the owner of Property Services respectively, of _____ and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Director

State of North Carolina
County of Duplin

Sworn to and subscribed to me on this day and date stated on said certification.

Cathy Ezzell (SEAL) My commission expires November 5, 2007
Notary Signature



DUPLIN COUNTY WATER SITES		Mowing Schedule for April 1, 2023 to June 30, 2023						Budget
		Sites are to be mowed the weeks listed below						2023
Facility Name	Address	10-Apr	24-Apr	8-May	22-May	5-Jun	19-Jun	
Well A1 & EST A1	3831 Hwy 111-Albertson	75.00	75.00	75.00	75.00	75.00	75.00	
BPS A1-Parker	115 Sheep Pasture Rd-Albertson	65.00	65.00	65.00	65.00	65.00	65.00	
Well A2 & EST A2-Kornegay	4089 N NC 111 Hwy-Albertson	75.00	75.00	75.00	75.00	75.00	75.00	
Well A3-Teachey	185 Bill Sutton Rd	65.00	65.00	65.00	65.00	65.00	65.00	
	GL Code 7131-41990	280.00	280.00	280.00	280.00	280.00	280.00	1680.00
BPS B1-Kornegay	171 N 11 & 111-Pink Hill	65.00	65.00	65.00	65.00	65.00	65.00	
Well B1 & EST B1	2140 Sarecta Rd - Beulaville	65.00	65.00	65.00	65.00	65.00	65.00	
Well B2	464 Sand Ridge Rd-Pink Hill	65.00	65.00	65.00	65.00	65.00	65.00	
BPS B2-Maready	392 Williams Rd-Beulaville	65.00	65.00	65.00	65.00	65.00	65.00	
EST B2-Smith	1121 Sarecta Rd-Kenansville	65.00	65.00	65.00	65.00	65.00	65.00	
	GL Code 7132-41990	325.00	325.00	325.00	325.00	325.00	325.00	1950.00
Well C1 & EST C1-Jame	1607 Deep Bottom Rd -Wallace	65.00	65.00	65.00	65.00	65.00	65.00	390.00
	GL Code 7130-41990							
Well D1 & EST D1-South	3777 Hwy 11-Wallace	65.00	65.00	65.00	65.00	65.00	65.00	
Well D2-Register	352 Murphy Store Rd-Rose Hill	65.00	65.00	65.00	65.00	65.00	65.00	
BPS D1-Davis	1449 Nash Johnson Pond Rd	65.00	65.00	65.00	65.00	65.00	65.00	
EST D2-Davis	1346 Brices Store Rd-Rose Hill	65.00	65.00	65.00	65.00	65.00	65.00	
	GL Code 7133-41990	260.00	260.00	260.00	260.00	260.00	260.00	1560.00
Well E2 & EST E1	1028 Penny Branch Rd-Warsaw	65.00	65.00	65.00	65.00	65.00	65.00	390.00
	GL Code 7134-41990							

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SERVICES FOR THE AGED
REPORT OF SERVICES

PROGRAM	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23
NUTRITION/CONGREGATE						
Units of Service	1306	1165	1116	1081	1095	1105
Clients Served	107	101	112	108	115	107
Wellness Checks/Community Outreach	5	10	15	32	16	16
# of volunteers	25	19	26	27	22	25
# of volunteer hrs.	258	220	226	246	213	238
HOMEBOUND MEALS						
Units of Service	1470	1210	1705	1285	1290	1640
Clients Served	64	64	69	66	66	68
Waiting List	0	0	0	0	0	0
# of volunteers	28	24	22	19	17	17
# of volunteer hrs.	32	28	33	24	22	22
GENERAL TRANSPORTATION						
Units of Service	352	339	315	291	274	298
Clients Served	12	11	12	12	13	12
IN HOME AIDE						
Units of Service	581	537	573	510	385	470
Clients Served	93	91	92	87	82	84
Waiting List	46	42	45	46	48	44
ENSURE						
# of cases	123	127	120	113	92	57
Clients Served	66	68	67	61	55	41
HOUSING & HOME IMPROVEMENT						
Units of Service	1	0	1	0	0	0
Waiting List	0	1	2	2	2	0
# of volunteer hrs.	10	0	0	0	0	0
# of volunteers	55	0	0	0	0	0
FAMILY CAREGIVER PROGRAM						
Persons served w/vouchers	0	0	0	2	4	3
INCONTINENCE SUPPLIES						
Units of Service	0	0	1	0	0	0
Clients Served	0	0	1	0	0	0
FAN PROGRAM						
Fans given away	0	0	0	0	0	0
SENIOR CENTER PROGRAM						
Units of Service	180	111	92	73	51	82
Clients Served	25	30	37	26	23	26
# of volunteers	8	2	8	8	5	6
# of volunteer hrs.	11	4	12	9	13	11
TELEPHONE REASSURANCE PROGRAM						
Units of Service	451	425	306	341	394	449
Clients Served	23	21	21	22	22	22
INFORMATION & REFERRAL						
Units of Service	29	16	19	18	13	19
Clients Served	26	16	19	18	13	18
TRAINING - EMPLOYEE						
Number of hours	3	20.5	0	0	34.25	0
Number of staff	3	12	0	0	16	0
INCOME TAX VOLUNTEER PROGRAM						
Number of hours	0	0	0	58	30	145
Number of staff	0	0	0	2	3	9

MEAL COST									
Meals Prepared		2865	2895	2460	2913	3184	2339		
Total Expenditures		\$ 17,251.09	\$ 22,462.59	\$ 18,048.07	\$ 19,615.09	\$ 20,341.20	\$ 17,251.56		
Price per meal		\$ 7.29	\$ 7.76	\$ 7.37	\$ 6.73	\$ 6.99	\$ 7.42		
FAMILY CAREGIVER - SUPPORT GROUP									
Persons served		0	6	5	3	3	2		

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EMS 102	4	3	Name and Number of calls Dispatched through Communications										7
EMS 103	90	128											218
EMS 110	0	0											0
EMS 120	0	0											0
EMS 130	0	0											0
EMS 140	0	0											0
MED1 Warsaw	133	139											272
MED2 Wallace	152	152											304
MED3 Chinquapin	109	104											213
MED4 Calypso	66	63											129
MED5 Beulaville	148	130											278
MED6 Pleasant Grove	69	54											123
MED7 Rose Hill	126	143											269
MED8 Kenansville	126	108											234
MED9 (Spare)	0	1											1
MED 10 (Spare)	0	0											0
MED 11 (Spare)	0	0											0
	1034	1046	0	0	0	0	0	0	0	0	0	0	2080
ES/FIRE MARSHAL													
FM 1	7	3											10
FM 2	8	11											19
FM 3	7	5											12
FM 4	2	0											2
ES OCA	21	18											39
CAD TOTALS	5642	5629											11271
911 Trunk calls	2355	2225											4580
Admin Line Calls	4513	4473											8986
Total Phone calls	6868	6698	0	0	0	0	0	0	0	0	0	0	13566

FY 23 INSURANCE CLAIMS REPORT

12/9/2022	\$195,573.27
12/16/2022	\$119,413.29
12/23/2022	(\$44,951.54)
12/30/2022	\$83,730.03
1/6/2023	\$73,217.52
1/13/2023	\$172,303.28
1/20/2023	\$121,282.26
1/27/2023	\$106,106.38
2/3/2023	\$149,719.34
2/10/2023	\$119,218.65
2/17/2023	
2/24/2023	
3/3/2023	
3/10/2023	
3/17/2023	
3/24/2023	
3/31/2023	
4/7/2023	
4/14/2023	
4/21/2023	
4/28/2023	
5/5/2023	
5/12/2023	
5/19/2023	
5/26/2023	
6/2/2023	
6/9/2023	
6/16/2023	
6/23/2023	

TOTAL CLAIMS PAID YTD	\$3,382,899.84
PROJECTED CLAIMS PAID FROM RESERVE	5,330,630.05
PROJECTED NCHIP RESERVE	2,750,309.76

CASH BALANCES												
FY 2023												
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
FIRST BANK												
CENTRAL DEPOSITORY	3,273,896.80	8,248,943.16	2,243,525.77	1,526,193.09	1,616,788.10	2,511,147.84	2,479,736.46					
MONEY MARKET ACCOUNT	9,104,954.88	9,708,116.33	9,311,117.22	1,084,860.15	1,005,406.39	1,008,540.89	1,007,396.17					
DSS TRUST	26,263.78	27,318.28	23,073.68	21,011.23	19,755.45	20,884.80	21,787.14					
TOURISM	37,875.31	11,481.65	10,263.36	28,521.45	19,918.15	21,089.82	24,790.88					
TOTAL CASH	12,837,796.87	18,996,868.62	11,886,638.88	4,876,884.82	2,661,136.89	3,579,673.35	3,524,716.28					
NO CAPITAL MANAGEMENT TRUST												
GENERAL FUND	56,771,857.79	73,221,589.02	71,448,841.80	77,883,781.94	77,064,184.23	75,046,141.31	80,624,682.82					
AIRPORT	471,786.06	854,746.82	700,684.87	726,262.53	696,636.85	2,208,171.16	2,264,327.17					
PROPERTY REVALUATION	283,228.30	383,788.68	367,948.65	353,648.43	341,463.18	334,376.11	404,877.84					
COUNTY BUDGETED TRUST FUND	276,368.25	278,869.75	277,421.82	338,647.16	340,631.47	341,763.38	342,988.54					
SOLID WASTE	2,576,904.88	2,581,426.02	2,823,121.95	2,840,142.85	2,857,962.55	2,667,317.70	2,748,873.21					
TOURISM	786,504.91	819,860.72	838,004.34	812,637.71	830,012.16	832,770.21	825,732.30					
WATER FUND	12,960,074.12	11,972,097.63	12,108,091.28	12,288,811.74	12,390,528.64	12,337,613.98	12,616,864.74					
COMMUNITY DEVELOPMENT	1,498,806.23	1,502,229.34	1,506,223.98	1,420,339.46	1,825,808.03	1,831,671.35	1,838,237.66					
INSURANCE FUND	221,445.04	221,848.88	222,288.08	222,843.91	223,489.72	224,232.36	225,036.20					
CAPITAL RESERVE												
SCHOOLS	4,768,584.61	5,060,798.04	4,447,778.11	4,779,845.33	5,089,468.02	5,384,882.61	5,401,339.72					
EMERGENCY TELEPHONE	430,631.44	458,498.84	453,274.17	470,804.70	502,620.14	513,868.93	512,727.82					
TRANSPORTATION	2,282,215.44	2,807,829.02	2,573,885.86	2,385,297.54	2,086,268.28	1,888,052.72	1,702,722.01					
CAPITAL RESERVE	987,011.73	1,497,645.43	1,483,605.00	1,502,864.02	1,408,863.96	1,408,771.29	1,790,778.63					
DUBLIN COMMONS CAPITAL RESERVE	642,398.42	643,364.12	644,846.90	646,456.41	648,370.86	650,484.20	652,616.10					
OHIO SETTLEMENT				94,100.46	304,082.30	305,102.77	308,196.52					
BNY MELLON INTEREST	31.57	31.63	931,044.98	718.58	720.86	723.05	725.64					
BNY MELLON PRINCIPAL	89.42	89.54	86.67	88.83	86.02	86.24	86.48					
TOTAL CASH	84,811,874.88	102,886,836.38	100,632,767.77	107,175,889.73	108,953,643.37	108,953,889.83	112,289,293.58					
TRUST												
BOND ACCOUNT	5.00	5.00	5.00	5.00	332,288.21	5.00	5.00					
TOTAL CASH	8.00	8.00	8.00	8.00	332,288.21	8.00	8.00					
GRAND TOTAL	87,218,786.43	112,895,850.68	112,418,848.83	111,783,871.65	109,877,879.87	112,973,276.86	112,781,786.66					

FY 2023
SALES TAX REPORT FOR THE PURCHASE MONTH OF NOVEMBER RECEIVED IN FEBRUARY

ARTICLE 39

PURCHASE MONTH	DISTRIBUTION MONTH	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL
JULY	OCTOBER	480,818.32	457,573.41	427,182.25	371,916.14
AUGUST	NOVEMBER	479,755.43	427,349.77	392,404.62	380,620.63
SEPTEMBER	DECEMBER	496,342.32	414,041.24	405,011.20	348,733.50
OCTOBER	JANUARY	463,630.99	400,175.55	384,453.05	312,806.25
NOVEMBER	FEBRUARY	364,212.57	351,915.08	351,358.13	324,260.21
DECEMBER	MARCH		476,025.91	443,143.03	386,470.62
JANUARY	APRIL		400,423.89	358,703.95	334,656.45
FEBRUARY	MAY		486,430.41	456,776.99	395,814.23
MARCH	JUNE		483,871.68	459,458.81	358,972.48
APRIL	JULY		436,910.71	440,756.95	423,469.22
MAY	AUGUST		489,732.40	457,573.41	434,452.58
JUNE	SEPTEMBER		5,220,764.94	4,981,437.02	4,380,886.13
ARTICLE TOTAL		2,264,759.63			

ARTICLE 40

PURCHASE MONTH	DISTRIBUTION MONTH	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL
JULY	OCTOBER	378,637.42	314,630.26	270,611.54	246,786.95
AUGUST	NOVEMBER	383,789.06	236,164.76	249,665.05	245,993.88
SEPTEMBER	DECEMBER	376,115.74	236,119.56	264,678.48	236,541.36
OCTOBER	JANUARY	362,497.83	235,572.14	258,943.88	244,160.94
NOVEMBER	FEBRUARY	355,699.09	252,646.72	282,949.70	243,112.19
DECEMBER	MARCH		283,307.22	307,713.65	257,850.17
JANUARY	APRIL		217,544.16	280,632.19	211,142.30
FEBRUARY	MAY		218,240.63	246,008.32	214,412.24
MARCH	JUNE		271,478.36	308,547.51	246,008.32
APRIL	JULY		268,244.37	289,056.33	212,725.86
MAY	AUGUST		265,359.04	321,628.72	245,082.32
JUNE	SEPTEMBER		285,889.57	314,630.26	287,097.44
ARTICLE TOTAL		1,856,649.14	3,077,420.23	3,346,488.95	2,888,906.76

ARTICLE 42

PURCHASE MONTH	DISTRIBUTION MONTH	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL
JULY	OCTOBER	23,964.58	2,171.79	21,433.94	10,160.51
AUGUST	NOVEMBER	28,729.47	36,798.87	21,223.96	6,319.78
SEPTEMBER	DECEMBER	42,550.47	29,992.58	17,808.56	9,497.24
OCTOBER	JANUARY	32,862.17	25,284.67	10,615.56	(18,536.74)
NOVEMBER	FEBRUARY	-9,836.24	(12,782.69)	10,746.11	(8,869.02)
DECEMBER	MARCH		23,571.72	4,056.20	11,121.96
JANUARY	APRIL		42,561.14	21,218.86	8,700.50
FEBRUARY	MAY		42,039.91	28,537.48	19,674.08
MARCH	JUNE		39,082.30	83,316.08	37,655.00
APRIL	JULY		40,750.36	18,783.51	39,067.83
MAY	AUGUST		20,552.71	(13,493.46)	47,947.01
JUNE	SEPTEMBER		29,628.10	2,171.79	13,404.63
ARTICLE TOTAL		118,270.44	318,651.47	228,424.59	175,861.89

ARTICLE 44

PURCHASE MONTH	DISTRIBUTION MONTH	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL
JULY	OCTOBER	13.08	-	253.14	21.51
AUGUST	NOVEMBER	10.48	1.74	44.21	37.06
SEPTEMBER	DECEMBER	-	-	10.14	(9.86)
OCTOBER	JANUARY	-	-	15.51	15.43
NOVEMBER	FEBRUARY	-	15.33	(22.36)	-

DECEMBER	MARCH	(188.91)	(62.60)
JANUARY	APRIL	-	29.53
FEBRUARY	MAY	18.58	64.55
MARCH	JUNE	4.28	-
APRIL	JULY	(103.19)	28.45
MAY	AUGUST	(0.02)	12.48
JUNE	SEPTEMBER	-	36.19
ARTICLE TOTAL		124.59	172.64

PURCHASE MONTH	DISTRIBUTION MONTH	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL
JULY	OCTOBER	182,507.34	159,517.49	139,634.41	134,606.83
AUGUST	NOVEMBER	182,454.82	157,847.11	139,815.46	134,645.17
SEPTEMBER	DECEMBER	182,454.82	157,847.11	139,815.46	134,645.17
OCTOBER	JANUARY	182,454.82	157,847.11	139,815.46	134,645.17
NOVEMBER	FEBRUARY	182,485.74	157,748.35	139,812.65	134,654.84
DECEMBER	MARCH	157,748.35	139,812.65	134,654.84	134,654.84
JANUARY	APRIL	157,748.35	139,812.65	134,654.84	134,654.84
FEBRUARY	MAY	157,748.35	139,812.65	134,654.84	134,654.84
MARCH	JUNE	157,748.35	139,812.65	134,654.84	134,654.84
APRIL	JULY	157,748.35	139,812.65	134,654.84	134,654.84
MAY	AUGUST	157,748.35	139,812.65	134,654.84	134,654.84
JUNE	SEPTEMBER	157,748.35	139,812.65	134,654.84	134,654.84
ARTICLE TOTAL		912,356.94	1,919,204.61	1,716,991.67	1,620,761.23

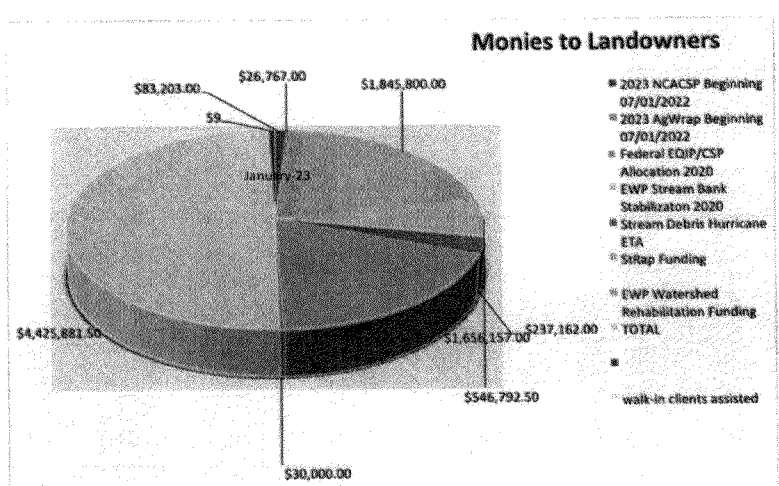
PURCHASE MONTH	DISTRIBUTION MONTH	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL	FY 20 ACTUAL
JULY	OCTOBER	-109,260.82	(119,296.78)	(100,004.97)	(92,920.89)
AUGUST	NOVEMBER	-109,815.57	(91,005.34)	(90,917.30)	(92,573.77)
SEPTEMBER	DECEMBER	-105,304.44	(91,274.94)	(96,637.64)	(88,150.97)
OCTOBER	JANUARY	-103,004.55	(91,133.01)	(95,898.71)	(95,781.46)
NOVEMBER	FEBRUARY	-105,815.88	(103,344.26)	(102,889.66)	(93,251.13)
DECEMBER	MARCH	(111,531.17)	(114,886.63)	(96,113.89)	(96,113.89)
JANUARY	APRIL	(80,256.64)	(78,373.42)	(77,978.22)	(77,978.22)
FEBRUARY	MAY	(78,884.60)	(77,852.07)	(77,852.07)	(77,852.07)
MARCH	JUNE	(104,233.82)	(116,904.76)	(107,968.37)	(83,813.86)
APRIL	JULY	(102,414.28)	(103,751.80)	(124,472.05)	(107,145.19)
MAY	AUGUST	(111,820.54)	(119,296.78)	(119,296.78)	(107,145.19)
JUNE	SEPTEMBER	(118,947.29)	(118,947.29)	(124,071.50)	(106,865.47)
ARTICLE TOTAL		-532,201.26	(1,188,947.29)	(1,242,071.50)	(1,063,865.47)
GRAND TOTAL		937,879.93	9,347,007.82	9,041,416.32	7,982,734.38

ARTICLE 39	FY 23 BUDGET	FY 23 ACTUAL	FY 22 ESTIMATES	FY 22 RECEIPTS	FY 21 RECEIPTS
ARTICLE 40	3,621,581.00	1,732,558.37	4,158,140.09	4,031,817.65	3,739,865.82
ARTICLE 42	3,248,652.00	1,856,649.14	4,465,967.94	3,077,420.23	3,348,499.95
ARTICLE 44	182,418.00	118,270.44	283,849.06	318,651.47	236,424.59
ARTICLE 44-524	-	23.57	56.57	(86.14)	134.59
	1,677,460.00	912,356.94	2,189,656.66	1,919,204.61	1,716,991.67
	8,730,111.00	4,619,858.46	11,087,660.31	9,347,007.82	9,041,416.32

Duplin Soil & Water Monthly Report

Monies Received 2022-23	
2023 NCACSP Beginning 07/01/2022	\$ 83,203.00
2023 AgWrap Beginning 07/01/2022	\$ 26,767.00
Federal EQIP/CSP Allocation 2020	\$ 1,845,800.00
EWP Stream Bank Stabilizaton 2020	\$ 546,792.50
Stream Debris Hurricane ETA	\$ 237,162.00
SiRap Funding	\$ 1,656,157.00
EWP Watershed Rehabilitation Funding	\$ 30,000.00
TOTAL	\$ 4,425,881.50
January 23	
BMAP Monies collected	\$ 1,300.00
BMAP Monies billed	\$ 2,225.00
Beaver Dams Destroyed	35
New NCACSP/NCAGwrap Apps/Disaster	4
tile/subsurface drain (feet)	3000
acreage operations assisted (WUP)	321
telephone assistance	62
walk-in clients assisted	59
Acres of Maps for clients	416
Creek miles inspected	3
Total Beaver (59) & Nutria (21) removed	80

signature
Tuesday, January 31, 2023



MILEAGE REPORT		
2005 Chevy	1GCEK14V85Z321377	98,552
2007 Chevy	1GCEK19C97Z625098	134,686
2016 Ford F150	1FTEW1E86GFC68020	48,616

General Repair			
Oil Change/Service			
Outside Repairs			
Alignment Only			
Parts Only			
State Inspection			
Tire Change			
Tire Repair			
Wrecker Call			
Strip Vehicle			
Total			
Maintenance Type			Sh
Brakes & Rotors			Pa
Def Refuel			
Diesel Truck Service			
Diesel Equipment Service			
Garage Road Call			
General Repair			
Oil Change/Service			
Outside Repairs			

Alignment Only			
Parts Only			
State Inspection		5.1	
Tire Change		3222.7	
Tire Repair			
Wrecker Call			
Strip Vehicle			
Total		13348.53	0
Maintenance Type	Events		
	Part Cost		Labor Cost
Brakes & Rotors			
Def Refuel			
Diesel Truck Service			
Diesel Equipment Service			
Garage Road Call			
General Repair			
Oil Change/Service			
Outside Repairs			
Alignment Only			
Parts Only			
State Inspection			

Tire Change														
Tire Repair														
Wrecker Call														
Strip Vehicle														
Total		0	0	0	0	0	0	0	0	0	0	0	0	0

Maintenance Type				Solid Waste Disposal			Collections			Water		
	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors	1008.64	103.74	904.9									
Def Refuel	691.25		691.25	521.4		521.4	154.05		154.05			
Diesel Truck Service	396.94	51.86	448.8	396.94	51.86	448.8						
Diesel Equipment Service	499.16	90.76	584.92	494.16	90.76	584.92						
Garage Road Call	326.63	64.83	391.46									
General Repair	13005.42	1348.4	14353.82	1641.34	557.51	2198.85	782.46	298.21	1080.67			
Oil Change/Service	1887.95	466.78	2354.73				63.6	38.9	102.5	41.76		41.76
Outside Repairs	28736.5		28736.5	12939.42		12939.42				335.18		335.18
Alignment Only												
Parts Only	181.66		181.66				181.66		181.66			
State Inspection	22.1	142.67	164.77	8.5	129.7	138.2	0.85	12.97	13.82	1.7		1.7
Tire Change	10424.44	272.35	10696.79	1995.71	77.81	2073.52	2696.13	77.82	2773.95	131.7		131.7
Tire Repair	0.58		0.58									
Wrecker Call	400		400									
Strip Vehicle												
Total	57581.27	2541.39	59910.18	17997.47	907.64	18905.11	3878.75	427.9	4306.65	510.34	0	510.34
Maintenance Type				EMS			Maintenance			Containers		
	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors	156.12	77.8	233.92	215.05	0	215.05						
Def Refuel				15.8		15.8						

Diesel Truck Service													
Diesel Equipment Service													
Garage Road Call													
General Repair	6052.28	350.06	6402.34	1236.09	1236.09						103.72	103.72	
Oil Change/Service	239.96	350.08	590.04	216.94	216.94	31.8	31.8						
Outside Repairs				4204.06	4204.06								
Alignment Only													
Parts Only													
State Inspection	0.85	12.97	13.82	0.85	0.85	0.85	0.85						
Tire Change	1873.94	103.75	1977.69	381.57	381.57								
Tire Repair				0.58	0.58								
Wrecker Call				400	400								
Strip Vehicle													
Total	8323.15	894.66	9217.81	6670.94	0	6670.94	32.65	0	32.65	0	103.72	103.72	
Maintenance Type	Airport			Health			Fire			Emergency Management			
	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	
Brakes & Rotors													
Def Refuel													
Diesel Truck Service													
Diesel Equipment Service													
Garage Road Call													

General Repair								896.75	896.75				
Oil Change/Service					45.54	45.54	31.94	31.94	237.51	237.51			
Outside Repairs													
Alignment Only													
Parts Only													
State Inspection					1.7	1.7	0.85	0.85	1.7	1.7			
Tire Change													
Tire Repair													
Wrecker Call													
Strip Vehicle													
Total	0	0	0	47.24	0	47.24	929.54	0	929.54	239.21	0	239.21	
Maintenance Type	Sheriff			Communications			Garage			Tax			
	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	
Brakes & Rotors	570.41		570.41	25.75		25.75							
Def Refuel													
Diesel Truck Service													
Diesel Equipment Service													
Garage Road Call	0.27		0.27										
General Repair	1972.31		1972.31							142.43		142.43	
Oil Change/Service	823.64		823.64	24.66		24.66	7.48		7.48				
Outside Repairs	6754.1		6754.1				4503.64		4503.64				

[illegible]

[illegible]

	A	B	C	D	E	F	G	I	J
185									
186	Diesel Equipment Service								
187									
188	Garage Road Call								
189									
190	General Repair								
191									
192	Oil Change/Service								
193									
194	Outside Repairs			1578.44			1578.44		
195									
196	Alignment Only								
197									
198	Parts Only								
199									
200	State Inspection								
201									
202	Tire Change								
203									
204	Tire Repair								
205									
206	Wrecker Call			185			185		
207									
208	Strip Vehicle								
209									
210									
211	Total			1763.44	0		1763.44	0	0

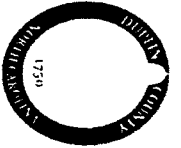
	K	M	N	O	Collections		R	S
1		Water Dept						
2	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	
3		264.5	51.86	316.36	819.15	77.79	896.94	
4								
5	647.8				197.5		197.5	
6								
7					1144.42	324.16	1468.58	
8								
9								
10								
11								
12								
13	1621.94	780.8	168.56	949.36	298.9	129.66	428.56	
14								
15		73.7	116.71	190.41				
16								
17	5658.88	178.18		178.18	409.2		409.2	
18								
19								
20								
21								
22								
23								
24								
25	1595.12	985.38	38.9	1024.28	559.84	25.94	585.78	
26								
27								
28								
29		300		300				
30								
31								
32								
33								
34	9523.74	2582.56	376.03	2958.59	3429.01	557.55	3986.56	
35								
36								
37								
38								
39								
40								
41								
42								
43								
44								
45								
46								

	K	M	N	O	Q	R	S
47	pt	Maintenance			Inspections		
48	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
49							
50							
51							
52							
53							
54							
55							
56							
57							
58							
59		116.95		116.95			
60							
61	31.8				24.66		24.66
62							
63							
64							
65							
66							
67							
68							
69							
70							
71							
72							
73							
74							
75							
76							
77							
78							
79							
80	31.8	116.95	0	116.95	24.66	0	24.66
81							
82							
83							
84							
85							
86							
87							
88							
89							
90							
91							
92							

	K	M	N	O	Q	R	S
93		EMS			Animal Control		
94	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
95		691.16		691.16	60.75		60.75
96							
97		59.25		59.25			
98							
99							
100							
101							
102							
103							
104							
105		2659.14		2659.14	168.12		168.12
106							
107	24.66	318.92		318.92	28.16		28.16
108							
109		217.95		217.95			
110							
111							
112							
113							
114							
115	0.85	3.4		3.4			
116							
117		508.76		508.76			
118							
119							
120							
121		185		185			
122							
123							
124							
125							
126	25.51	4643.58	0	4643.58	257.03	0	257.03
127							
128							
129							
130							
131							
132							
133							
134							
135							
136							
137							
138							

	K	M	N	O	Q	R	S
139	Events				Parts and Rec		
140	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
141		38.31		38.31			
142							
143							
144							
145							
146							
147							
148							
149							
150							
151							
152							
153	28.23	77.94		77.94			
154							
155							
156							
157							
158							
159							
160							
161		2.55		2.55	0.85		0.85
162							
163							
164							
165							
166							
167							
168							
169							
170							
171							
172	28.23	118.8	0	118.8	0.85	0	0.85
173							
174							
175							
176							
177							
178							
179	Total Cost	Part Cost	Labor Cost	Total Cost	Parks and Rec		
180		38.31		38.31			
181							
182							
183							
184							

	K	M	N	O	Q	R	S
185							
186							
187							
188							
189							
190							
191							
192							
193							
194							
195							
196							
197							
198							
199							
200		2.55		2.55			
201							
202							
203							
204							
205							
206							
207							
208							
209							
210							
211	0		0		0	0	0



Office of the
DUPLIN COUNTY REGISTER OF DEEDS
Anita Marie Savage, Register of Deeds
Post Office Box 970, 118 Duplin Street, Kenansville, NC 28349
Telephone: (910) 296-2108 Fax: (910) 296-2344
anita.savage@duplincountync.com
www.duplinrod.com



MONTHLY REPORT FOR DUPLIN COUNTY REGISTER OF DEEDS JANUARY 2023

Submitted this 1st day of February, 2023
Anita Marie Savage
Register of Deeds

Recorder and Custodian of County Records

Ledger Report Fee Distribution
Anita Marie Savage, REGISTER OF DEEDS
Duplin, NC
Date Range From Sunday, January 1, 2023 to Tuesday, January 31, 2023

Name	Amount
Vital Records Fund	\$538 00
State Treasurer Amount	\$2,225 80
Escrow Credit Total	\$1,400 00
State Revenue Stamp	\$19,918 50
County Revenue Stamp	\$20,731 50
NC Children's Trust Fund	\$115.00
NC Domestic Violence Fund	\$690 00
ROD General Fund	\$16,582 55
ROD Automation Fund	\$1,888.28
Supplemental Retirement	\$327 62
Total Distribution For Period	\$64,417 25
Cash Total	\$4,890.04
Check Total	\$19,533 75
Pay Account Total	\$1,940 46
Escrow Account Total	\$2,271.25
ACH Total	\$35,809 75
Overpayment Total	(\$28.00)
Total Deposit For Period	\$62,146 00

Ledger Summary Report - Roll-up

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

01/01/2023-01/31/2023

Receipt Code	Count	Total										
ESCROW CREDIT	4	\$1,400.00	Escrow Credit									
Totals	4	\$1,400.00	\$1,400.00									
MAP	33	\$735.00	Recording	Special	Floodplain Mapping	Excise Tax	Land Transfer	Dept Cultural Res	Pension Fund	Automation Fund	State General Fund	State Tr Ac
	33	\$735.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.18	\$72.45	\$0.00	\$0.00
MARRIAGE LICENSE	23	\$1,380.00	Fee	NCCTF	DVCF	Pension Fund	Automation Fund	County Receipts				
Totals	23	\$1,380.00	\$0.00	\$115.00	\$690.00	\$20.70	\$55.43	\$498.87				
CERTIFIED COPY - BIRTH	174	\$1,740.00	Fee	Special	Pension Fund	Automation Fund	County Receipts					
CERTIFIED COPY - SENIOR BIRTH	22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
CERTIFIED COPY - REAL PROPERTY	18	\$122.00	\$0.00	\$0.00	\$1.90	\$11.98	\$108.12					
COPIES	75	\$74.75	\$0.00	\$0.00	\$1.10	\$7.29	\$66.36					
COPIES - FULL SIZE PLAT	3	\$16.00	\$0.00	\$0.00	\$0.24	\$1.57	\$14.19					
COPIES - VITAL RECORDS	11	\$5.25	\$0.00	\$0.00	\$0.07	\$0.49	\$4.69					
CERTIFIED COPY - DEATH	425	\$4,250.00	\$0.00	\$0.00	\$63.75	\$420.75	\$3,765.50					
FAX - NON TOLL FREE	2	\$1.75	\$0.00	\$0.00	\$0.03	\$0.17	\$1.55					
FAX - TOLL FREE	4	\$1.00	\$0.00	\$0.00	\$0.00	\$0.08	\$0.92					
MAILING FEE - UNCERTIFIED COPY	1	\$0.50	\$0.00	\$0.00	\$0.01	\$0.05	\$0.44					
CERTIFIED COPY - MARRIAGE	46	\$460.00	\$0.00	\$0.00	\$6.90	\$45.54	\$407.56					
Totals	781	\$6,671.25	\$0.00	\$0.00	\$100.10	\$660.18	\$5,910.97					
			Recording	Special	Floodplain Mapping	Excise Tax	Land Transfer	Dept Cultural Res	Pension Fund	Automation Fund	State General Fund	State Tr Ac

Ledger Summary Report - Roll-up

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

01/01/2023-01/31/2023

Receipt Code	Count	Total										
ASSUMED BUSINESS NAME	18	\$468.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.02	\$34.92	\$0.00	\$0.00
ADMINISTRATIVE CORRECTION	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AFFIDAVIT	12	\$312.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.68	\$23.28	\$0.00	\$0.00
AGREEMENT	5	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.95	\$9.70	\$0.00	\$0.00
ASSUMED BUSINESS NAME AME	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$0.00
ASSIGNMENT	17	\$442.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.63	\$32.98	\$0.00	\$0.00
CERTIFICATION OF TRUST	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.95	\$0.00	\$0.00
DEED OF RELEASE	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$0.00
DEED OF TRUST	69	\$4,494.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67.41	\$435.49	\$0.00	\$0.00
DECLARATION	3	\$78.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.17	\$5.82	\$0.00	\$0.00
DEED	162	\$44,330.00	\$0.00	\$0.00	\$0.00	\$40,145.00	\$0.00	\$0.00	\$62.78	\$312.86	\$0.00	\$0.00
EASEMENT	7	\$184.00	\$0.00	\$0.00	\$0.00	\$2.00	\$0.00	\$0.00	\$2.73	\$13.58	\$0.00	\$0.00
FORECLOSURE	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$0.00
MODIFICATION AGREEMENT	2	\$77.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.16	\$6.34	\$0.00	\$0.00
MEMORANDUM	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$0.00
NOTARY	9	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.35	\$8.91	\$0.00	\$0.00
NOTICE	5	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.95	\$9.70	\$0.00	\$0.00
NOTARY REINSTATEMENT	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NOTARY REVOCATION	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
POWER OF ATTORNEY	16	\$416.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.24	\$31.04	\$0.00	\$0.00
PARTIAL RELEASE	3	\$78.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.17	\$5.82	\$0.00	\$0.00
QUITCLAIM DEED	17	\$447.00	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.00	\$6.63	\$32.98	\$0.00	\$0.00
REQUEST FOR NOTICE	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$0.00
RESCISSON	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$0.00
REVOCATION OF POWER OF AT	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$0.00
RIGHT OF FIRST REFUSAL	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$0.00
SEE INSTRUMENT	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$0.00
SATISFACTION	74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SEPARATION AGREEMENT	2	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.78	\$3.88	\$0.00	\$0.00
SUBORDINATION AGREEMENT	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$0.00
SUBSTITUTION OF TRUSTEE	5	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.95	\$9.70	\$0.00	\$0.00
TIMBER DEED	2	\$252.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.78	\$3.88	\$0.00	\$0.00

Ledger Summary Report - Roll-up

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

01/01/2023-01/31/2023

Receipt Code	Count	Total										
TRUSTEES CERTIFICATION	3	\$78.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.17	\$5.82	\$0.00
TRUSTEES DEED	1	\$324.00	\$0.00	\$0.00	\$0.00	\$298.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00
TRANSFER	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00
UCC TERMINATION	1	\$38.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.57	\$3.74	\$0.00
UCC1	6	\$249.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.72	\$27.08	\$0.00
UCC3	4	\$152.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.28	\$14.96	\$0.00
Totals	458	\$53,263.00	\$0.00	\$0.00	\$0.00	\$40,650.00	\$0.00	\$0.00	\$0.00	\$189.19	\$1,057.71	\$0.00

			Fee	Special	Pension Fund	Automation Fund	Vital Records Receipts	County Receipts
VRAS AMENDMENT FEE	6	\$210.00	\$0.00	\$0.00	\$1.80	\$11.82	\$90.00	\$106.38
VRAS BIRTH ABSTRACT SEARCH	31	\$744.00	\$0.00	\$0.00	\$4.65	\$30.69	\$434.00	\$274.66
VRAS SEARCH - NO COPY	1	\$14.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
Totals	38	\$968.00	\$0.00	\$0.00	\$6.45	\$42.51	\$538.00	\$381.04

Totals 1337 \$64,417.25

Fund Total: \$1,888.28
Receipts Total: \$16,582.55
Debit: \$690.00
Credit Total: \$1,400.00
Total: \$40,650.00
Total: \$115.00
Fund Total: \$327.62
Surplus Amount Total: \$2,225.80
Debits Receipts Total: \$538.00

\$4,890.04
Total: \$19,533.75

Ledger Summary Report - Roll-up

Anita Marie Savage, REGISTER OF DEEDS

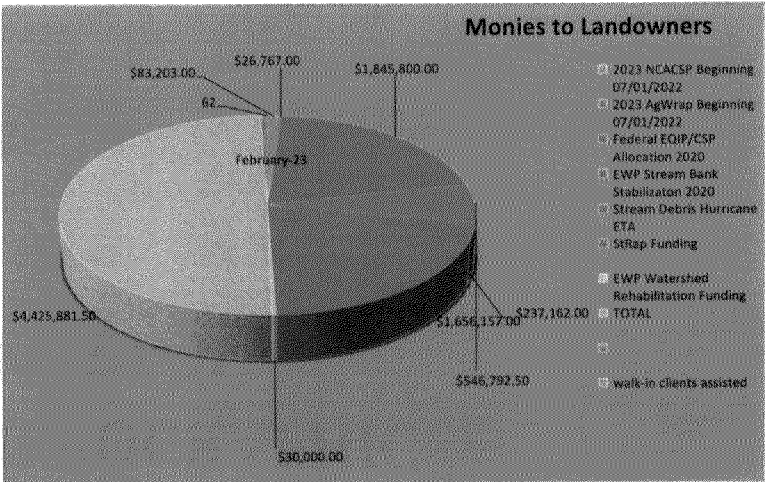
Duplin, NC

01/01/2023-01/31/2023

Receipt Code	Count	Total
	\$35,809.75	
	\$1,940.46	
Account Total:	\$2,271.25	
Debit Total:	(\$28.00)	

Duplin Soil & Water Monthly Report

Monies Received 2022-23		
2023 NCACSP Beginning 07/01/2022	\$	83,203.00
2023 AgWrap Beginning 07/01/2022	\$	26,767.00
Federal EQIP/CSP Allocation 2020	\$	1,845,800.00
EWP Stream Bank Stabilization 2020	\$	546,792.50
Stream Debris Hurricane ETA	\$	237,162.00
StRap Funding	\$	1,656,157.00
EWP Watershed Rehabilitation Funding	\$	30,000.00
TOTAL	\$	4,425,881.50
February-23		
BMAP Monies collected	\$	1,375.00
BMAP Monies billed	\$	1,375.00
Beaver Dams Destroyed		26
New NCACSP/NCAgwrap Apps/Disaster		4
tile/subsurface drain (feet)		
acreage operations assisted (WUP)		800
telephone assistance		47
walk-in clients assisted		62
Acres of Maps for clients		620
Creek miles inspected		12
Total Beaver (51) & Nutria (11) removed		62
signature		
Tuesday, February 28, 2023		



MILEAGE REPORT		
2005 Chevy	1GCEK14V85Z321377	99,206
2007 Chevy	1GCEK19C97Z625098	135,299
2016 Ford F150	1FTEW1E86GFC68020	49,170

DUPLIN COUNTY SOLID WASTE
MONTHLY CATEGORY TOTALS

FEB '23	Site 1	Site 2	Site 3	Site 4	Site 5	Site 6	Site 7	Site 8	Site 9	Site 10	Site 11	Site 12	Site 13	Site 14	Site 15	Totals
Electronics								0.33								0.33
Site Garbage	32.66	36.49	32.81	54.25	30.21	46.07	36.02	38.39	25.94	30.52	21.53	22.10	54.33	9.54	36.46	507.32
Site Bulky	4.92	6.25	17.75	21.51	10.12	13.74	9.55	8.63	4.14	16.40	13.13	36.77	10.89	1.80	25.13	200.73
Mixed Paper	1.36	0.79	1.27	0.93	0.27	0.90	0.82	0.58	0.59	0.66	1.67		0.84		0.93	11.61
Glass						2.95										2.95
Cardboard	0.42	0.74	0.75	0.60	0.51	0.77	0.56		0.36		0.42		0.78	0.91	0.57	7.39
Plastics	0.15		0.45	0.46	0.40	0.19	0.33	0.23		0.24	0.22	0.29	0.41		0.26	3.63
Cans				0.33						0.38						0.71
Metal	2.50		2.78	1.10	1.13	4.07	2.40	3.02	1.79	2.30	1.40	3.76	3.60	1.24	4.14	35.23
Totals	42.01	44.27	55.81	79.18	42.64	68.69	49.68	51.18	32.82	50.50	38.37	62.92	70.85	13.49	67.49	769.90
Private Sector																
Electronics	0.18															
Yard Waste	96.69															
Concrete	81.41															
Construction	667.58															
Roadside	3.60															
Tires	51.01															
Garbage	1537.93															
Mixed Paper																
Glass	0.40															
Cardboard	2.19															
Plastic																
Cans																
Metal	1.64															
No Chg MSW	4.19															
Mixed Loads	114.53															
TOTAL	2561.35															

DUPLIN COUNTY SOLID WASTE
YEAR END CATEGORY TOTALS
2022-2023

CATEGORY	DESCRIPTION	JULY '22	AUG '22	SEPT '22	OCT '22	NOV '22	DEC '22	JAN '23	FEB '23	MAR '23	APR '23	MAY '23	JUN '23	TOTALS
**	GARBAGE	3193.38	3499.39	2993.90	3249.68	3093.87	2964.89	3423.95	3052.70	0.00	0.00	0.00	0.00	25471.76
6	SCRAP METAL	49.06	54.01	41.25	45.35	40.19	32.19	50.77	36.87	0.00	0.00	0.00	0.00	349.69
19	YARD WASTE	70.28	92.96	109.73	124.34	71.15	91.03	135.91	96.69	0.00	0.00	0.00	0.00	792.09
20	BRICKS, ETC.	46.36	57.04	32.72	35.49	57.57	80.52	4.48	81.41	0.00	0.00	0.00	0.00	395.59
34	MIXED RECYCLABLES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	TIRES	62.83	83.16	75.60	62.72	76.31	52.29	59.75	51.01	0.00	0.00	0.00	0.00	523.67
40	MIXED PAPER	11.14	13.76	12.74	10.04	11.87	13.61	15.23	11.61	0.00	0.00	0.00	0.00	100.00
42	GLASS	11.60	16.90	9.81	13.84	10.53	13.41	20.08	3.35	0.00	0.00	0.00	0.00	99.52
44	CARDBOARD	11.60	9.41	11.24	12.05	10.99	16.08	13.67	9.58	0.00	0.00	0.00	0.00	94.62
47	PLASTIC	3.99	4.60	4.24	3.95	3.86	3.71	4.56	3.63	0.00	0.00	0.00	0.00	32.54
48	CANS	2.78	0.37	2.40	3.40	1.41	1.15	3.46	0.71	0.00	0.00	0.00	0.00	15.68
109	ELECTRONICS	0.41	1.36	1.23	1.13	1.47	1.93	2.23	0.51	0.00	0.00	0.00	0.00	10.27
***	STORM GARBAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120	BLOCKS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
119/124	YARD WASTE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS		3463.43	3832.96	3294.86	3561.99	3379.22	3270.81	3734.09	3348.07	0.00	0.00	0.00	0.00	27885.43
TOTAL MSW		3193.38	3499.39	2993.90	3249.68	3093.87	2964.89	3423.95	3052.70	0.00	0.00	0.00	0.00	25471.76

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GARBAGE

Includes - Garbage, Site Garbage, Site Bulky, C&D, Roadside, No Chg MSW, Shingles, Banned Materials
- ***

STORM GARGAGE

Includes - Garbage, C&D, Shingles, Materials From

PREPARED MARGH 2, 2023

FEBRUARY, 2023

YEAR END CATEGORY TOTALS

Tourism activity report
January 2023

Meetings/What's happening in the office

- Attended NC Association of Agricultural Fairs annual meeting in Cary.
- Attended weekly zoom meetings in preparation of March 3 Justin Moore Concert
- Attended quarterly NC Sports Association meeting in High Point.
- Met with Liz from 57 Marketing on possible projects for this year.
- Began work on new visitors' guide
- Software presentation with ITI Digital about their calendar of events listing software.
- Continued work on Strategic Plan
- Continued work on Marketing plan for 2023-24 Fiscal Year
- Developed Tradeshow/sales opportunity Calendar for 2023-24 Fiscal year.

Statistics

- 371 Vintage Packages sold through The Country Squire from January 1-December 31, 2022
- 48 Wine & Dine Packages sold through the Inn at River Landing January 1-December 31, 2022
- 44 Requests for Visitor Guides and more information about Duplin Tourism (Jan. 1-23-Jan.31,23)
- 250 Visitor Guides were sent to NC welcome Centers (Jan. 1-23-Jan.31,23)
- 175 Visitor Guides were distributed at businesses across Duplin County (Jan. 1-23-Jan.31,23)
- 921 new users to the uncortduplin.com website during the month of January 2023
- 1,118 sessions on uncortduplin.com website during the month of January 2023
- Google was the number 1 website used to get to the uncortduplin.com website