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000223



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, December 2nd, 2024

224 Seminary Street

Kenansville, N.C. 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, December 2nd, 2024 in the Commissioners Room located at 224 Seminary Street, Kenansville, N.C.

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

Also Present: Bryan Miller, County Manager; Carrie Shields, Deputy County Manager; Tim Wilson, County Attorney; Chelsey Lanier, Finance Officer; Jaime W. Carr, Clerk to the Board; and Jasmine Savage, Administrative Specialist.

Call to Order

The meeting was called to order by Chairman Edwards.

Invocation and Pledge of Allegiance

Invocation was given by Reverend A.J Connors, Mayor for the Town of Warsaw. Mayor Connors then led those in attendance in the pledge of allegiance to the flag of the United States of America.

ORGANIZATIONAL MEETING AGENDA

Jaime W. Carr, Clerk to the Board, appeared before the Board to conduct the Oath of Office Ceremony for Re-Elected County Commissioner, Mr. Elwood Garner, District I.

Chairman Edwards appeared before the Board to conduct the Oath of Office Ceremony for Re-Elected County Commissioner, Mr. Jesse L. Dowe, III, District IV.

Honorable Mario White, District Court Judge, appeared before the Board to conduct the Oath of Office Ceremony for Re-Elected County Commissioner, Mr. Wayne E. Branch, District V.

Jaime W. Carr, Clerk to the Board, appeared before the Board to conduct the election of a new Chairman and Vice-Chairman to serve the Board of Commissioners for 2025.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously, to elect Dexter B. Edwards as Chairman of the Duplin County Board of Commissioners for the ensuing year.

Motion was made by Commissioner J. Edwards, seconded by Commissioner D. Edwards, carried unanimously, to elect Elwood Garner as Vice-Chairman of the Duplin County Board of Commissioners for the ensuing year.

Jaime W. Carr, Clerk to the Board, appeared before the Board to request the adoption of a Resolution Establishing Regular Meeting Schedule for the Duplin County Board of Commissioners for calendar year 2025.

8:30 am Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to adopt a Resolution Establishing the Regular Meeting Schedule for the Duplin County Board of Commissioners and Authorize the Chairman to Sign.

Approval of the Meeting Agenda

Chairman Edwards asked if the members of the Board approved the proposed meeting agenda, and if any Board Member, County Manager, or Clerk to the Board wished to make any changes or additions to the agenda. No changes and/or additions were made.

Motion was made by Commissioner J. Edwards, seconded by Commissioner Branch, carried unanimously, to approve the meeting agenda as presented.

Approval of the Minutes – Governing Body

Motion was made by Commissioner Branch, seconded by Commissioner J. Edwards, carried unanimously, to approve the minutes of the November 18th, 2024 Board of Commissioners meeting as presented.

REGULAR MEETING AGENDA

CONSENT AGENDA

Chairman Edwards asked if members of the Board approved the proposed consent agenda, and if any Board Member, County Manager, or Clerk to the Board wished to make any changes or additions. No changes and/or additions were made.

Motion was made by Commissioner J. Edwards, seconded by Commissioner Garner, carried unanimously to approve consent agenda items as listed: Budget Amendments Journal Entry Proof; Tax and Solid Waste Releases - #22470 - #22500; Adopt a Resolution Appointing Jessica Helms as a Deputy Finance Officer; Approve a Software as a Service Agreement Between Tyler Technologies, Inc. and Duplin County and Authorize the Chairman to Sign; Approve the No Overdue Tax Statement Required for the Cowan Museum of History & Science to Receive Funds Awarded by the North Carolina Science Museums Grant Program and Authorize the Chairman and Finance Officer to Sign; Schedule a Public Hearing for January 6th, 2025 to Receive Public Comments Regarding a Request Submitted by Dean and Vivian Brown to Name Two (2) Lanes at Cipher Green RV Park off of John Williams Evans Road; Queen Kate Lane and Cipher Lane in Accordance with the Duplin County Addressing and Road Naming Ordinance; Approve the Grant Agreement Between Duplin County Economic Development Commission and the North Carolina Tobacco Trust Funds; Authorize Scotty Summerlin, Economic Development Commission Director to Sign; and Authorize the Associated Budget Amendment; Approve the No Overdue Tax Statement for Duplin County Economic Development Commission as Required by the North Carolina Tobacco Trust Fund Commission and Authorize the Chairman and County Manager to Sign; Approve the Bond for Anita Marie Savage, Register of Deeds.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA

Public Comments

No public comments.

End Public Comments

Bryan Miller, County Manager, appeared before the Board to conduct a public hearing to receive public comments regarding the consolidation of the Duplin County Health Department

and the Duplin County Department of Social Services into one department, the Department of Health and Human Services

Chairman Edwards opened the Public Hearing.

Allene Carr-Greer, Chairman of the Duplin County Board of Health, appeared during the public hearing to express the Board of Health's concerns related to the perceived impact of consolidation of the Health Department and the Department of Social Services.

Beth Ricci, retired Duplin County Health Department Nursing Director, appeared during the public hearing to inform the Board of the new powers they would assume, that are currently assigned to the Board of Health, if they decide to consolidate.

Ila Davis, retired Duplin County Health Director, appeared during the public hearing to express her concerns over consolidating the Health Department and the Department of Social Services and she asked the Board to really take a lot of time to consider this decision before they make a change.

Regina Lanier appeared during the public hearing to propose different questions for the Board to consider before consolidating and she went on to say that that if consolidation occurred she would support a Board of County Commissioners who highly valued the opinions of a Board of Health that is composed of medical professionals who make it their job to oversee and guide the local Health Department and if the Board of Health's voice was minimized there may be a potential for the Health Department to become less concerned with and less empowered to respond to public health needs in the community.

Andrew Justice, Duplin County Health Department Medical Director, appeared during the public hearing and informed the Board of services that the Health Department provides now due to a Health Director that has a vision and who can think out of the box for ways to provide these services, as well as a Board of Health pushing them to look for innovative ways to provide these services. Dr. Justice also stated that if consolidation occurs, the Board of Health's voice could be diminished and that the health of the whole population now would rest on the Board of County Commissioners.

Yesenia Cuello, NC Fields Executive Director, appeared during the public hearing to express how consolidating the Health Department and the Department of Social Services could impact specific groups of people, such as the elderly, uninsured, and Non-English-speaking people in the County who rely mainly on services performed by the Health Department which could therefore affect the economy of the County.

Kraig Westerbeek, Duplin County Board of Health member, appeared during the public hearing to ask that the Board focus on whether this move is in the best interest of the citizens of Duplin County, because why fix something that is not broken, and went on to state that the Health Department does a great job serving the citizens of the County.

Lecia Reardon appeared during the public hearing to express her concerns on how the next pandemic might be handled if consolidation of the Health Department and the Department of Social Services occurs.

Dr. Chad Kornegay, Duplin County Board of Health member, appeared during the public hearing to state that he did not feel like consolidating the Health Department and the Department of Social Services was the right move for the County.

Debbie Murphy appeared during the public hearing to express her concerns on how communicable diseases might be handled if consolidation of the Health Department and the Department of Social Services occurs.

Chairman Edwards closed the Public Hearing.

Gary Rose, Tax Administrator, appeared before the Board to request the adoption of the Schedule of Values for the 2025 Duplin County Revaluation.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously, to adopt the Schedule of Values for the 2025 Duplin County Revaluation with the changes as presented.

Bryan Miller, County Manager, appeared before the Board to request the adoption of an amended Solid Waste Management Ordinance.

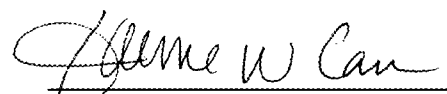
Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously, to adopt the Amended Solid Waste Management Ordinance as presented and authorize the Chairman to Sign.

Mr. Bryan Miller, County Manager, appeared before the Board to make announcements/comments.

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

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

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to adjourn until Monday, December 16th, 2024 at 6:00 p.m. for a Commissioners Meeting at the Administrative Building, located at 224 Seminary Street in Kenansville, N.C.



Jaime W. Carr
Clerk to the Board

County of Duplin
Office of the County Commissioners



RESOLUTION
ESTABLISHING REGULAR MEETING SCHEDULE
FOR THE DUPLIN COUNTY BOARD OF COMMISSIONERS
FOR CALENDAR YEAR 2025

WHEREAS, pursuant to NCGS § 153A-40, the Board may by resolution fix the time and place of its regular meetings, and

WHEREAS, the Duplin County Board of Commissioners will hold their regularly schedule meetings on the first Monday of each month beginning at 6:00 p.m., and

WHEREAS, the Duplin County Board of Commissioners will also hold a regularly scheduled meeting on the third Monday in the Months of May and June beginning at 6:00 p.m., and

WHEREAS, the regularly scheduled meetings are held in the County Commissioners Meeting Room located in the County Administration Building located at 224 Seminary Street in Kenansville, NC, and

WHEREAS, in the event County offices are closed due to a holiday or adverse weather conditions the board meeting will be held on the next succeeding business day following the regular meeting schedule, and

NOW, THEREFORE BE IT RESOLVED that the Duplin County Board of Commissioners does hereby adopt this as the regular board meeting schedule to become effective upon this adoption.

Adopted this the 2nd day of December, 2024

Duplin County
Board of Commissioners

By: Jaimie W. Carr
Chairman



ATTEST:
Jaimie W. Carr
Jaimie W. Carr
Clerk to the Board

Oath of Office



Doc No: 10558957
Recorded: 12/02/2024 10:03:22 AM
Fee Paid: \$0.00 Page: 1 of 1
Duplin County North Carolina
Arlita Mann Strong, Registrar of Deeds
Bk. 6 PG 611 - 611 (1)

County of Duplin
Office of the County Commissioners

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

I, **Elwood Garner**, do solemnly and sincerely swear that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will support, maintain and defend the Constitution of the United States to the best of my knowledge and ability, so help me God.

Elwood Garner
Elwood Garner

I, **Elwood Garner**, do swear that I will well and truly execute the duties of the office of County Commissioner according to the best of my skill and ability, according to law; so help me God.

Elwood Garner
Elwood Garner

The above oaths were taken and subscribed before me this the 2nd, day of December, 2024.



Jaimie W. Carr
Jaimie W. Carr
Clerk to the Board
Duplin County Board of Commissioners

Approved as to form, this 2nd, day of December, 2024.
J. Timothy Wilson
J. Timothy Wilson
County Attorney

12/03/2024

000228

Oath of Office



Doc No: 10055809
Recorded: 12/03/2024 10:04:58 AM
Page 1 of 1
Fee Amt: \$0.00
Duplin County North Carolina
Anita Marie Savage, Registrar of Deeds
BK 6 PG 512 - 512 (1)

*County of Duplin
Office of the County Commissioners*

**STATE OF NORTH CAROLINA
COUNTY OF DUPLIN**

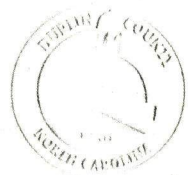
I, **Jesse L. Dowe, III**, do solemnly and sincerely swear that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will support, maintain and defend the Constitution of the United States to the best of my knowledge and ability, so help me God.

Jesse L. Dowe, III

I, **Jesse L. Dowe, III**, do swear that I will well and truly execute the duties of the office of County Commissioner according to the best of my skill and ability, according to law; so help me God.

Jesse L. Dowe, III

The above oaths were taken and subscribed before me this the 2nd, day of December, 2024.



Dexter B. Edwards
Chairman
Duplin County Board of Commissioners

Approved as to form, this 2nd, day of December, 2024.

J. Timothy Wilson
County Attorney

Oath of Office



Doc No: 10055809
Recorded: 12/03/2024 10:05:46 AM
Page 1 of 1
Fee Amt: \$0.00
Duplin County North Carolina
Anita Marie Savage, Registrar of Deeds
BK 6 PG 513 - 513 (1)

*County of Duplin
Office of the County Commissioners*

**STATE OF NORTH CAROLINA
COUNTY OF DUPLIN**

I, **Wayne E. Branch**, do solemnly and sincerely swear that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will support, maintain and defend the Constitution of the United States to the best of my knowledge and ability, so help me God.

Wayne E. Branch

I, **Wayne E. Branch**, do swear that I will well and truly execute the duties of the office of County Commissioner according to the best of my skill and ability, according to law; so help me God.

Wayne E. Branch

The above oaths were taken and subscribed before me this the 2nd, day of December, 2024.

Honorable Mario White
District Court Judge
NC Judicial District 4A

Approved as to form, this 2nd, day of December, 2024.

J. Timothy Wilson
County Attorney

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

YEAR	PER JOURNAL	EXP-GATE	REF 1	REF 2	SIC	IN	DEB	ENTTY	MEMO	AMOUNT
2025	06	4	12/03/2024		SIC	IN	DEB	ENTTY	MEMO	
					004	120224C	3	2		
									FUND BALANCE APPROPRIATED	
										12,037,204
										-390,727.34
										390,727.34
										0.00
										** JOURNAL TOTAL
2025	06	5	12/04/2024		SIC	IN	DEB	ENTTY	AMEND	
					BIA	120224C	1	2		
									INSURANCE SETTLEMENTS	
									VEHICLE 3014	
										-4,984.00
										12,042,284
										-8,567.30
										59,087.30
										0.00
										** JOURNAL TOTAL

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

YEAR	PER JOURNAL	EXP-GATE	REF 1	REF 2	SIC	IN	DEB	ENTTY	MEMO	AMOUNT
2025	06	4	12/03/2024		SIC	IN	DEB	ENTTY	MEMO	
					004	120224C	3	2		
									FUND BALANCE APPROPRIATED	
										12,037,204
										-390,727.34
										390,727.34
										0.00
										** JOURNAL TOTAL
2025	06	5	12/04/2024		SIC	IN	DEB	ENTTY	AMEND	
					BIA	120224C	1	2		
									INSURANCE SETTLEMENTS	
									VEHICLE 3014	
										-4,984.00
										12,042,284
										-8,567.30
										59,087.30
										0.00
										** JOURNAL TOTAL

000230

BA # _____ Duplin County Budget Amendment

Department Title: Finance
Department Head's Signature: _____
(form can be e-mailed to Finance from Dept. Head)

All amendments involving revenues must be approved by the Board of Commissioners

Brief description of why this amendment is being requested:
Carry forward grant funds

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
38-38969	Fund Bal Appropriated	390,727.34	38-41060	Professional Services	390,727.34
Total		390,727.34	Total		390,727.34

Finance Signature: *Olkey Ranier*
Date Approved: _____
Manager Signature: _____
Date Approved: _____
Commissioner Approval: _____
Date Approved: _____

BA # _____ Duplin County Budget Amendment

Department Title: Finance
Department Head's Signature: _____
(form can be e-mailed to Finance from Dept. Head)

All amendments involving revenues must be approved by the Board of Commissioners

Brief description of why this amendment is being requested:
Insurance settlement

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
4100-38398	Insurance Settlements	3,666.25	4310-43530	Vehicle repairs	3,666.25
Total		3,666.25	Total		3,666.25

Finance Signature: *Olkey Ranier*
Date Approved: _____
Manager Signature: _____
Date Approved: _____
Commissioner Approval: _____
Date Approved: _____

Sedgwick Claims Management Services, Inc
P O Box 14436
Lexington, KY 40512-4436

DATE	ORIGIN	ORIGIN
08/28/2024	3,666.25	142745388
PAYEE	DUPLIN COUNTY	
NAME	DUPLIN COUNTY	
ACCOUNT	2025 Debt Servicing VOUCHER	
DESCRIPTION	Miscellaneous O/MPT	
DATE	08/28/2024	

0002307-8011597 0106 982 255450 mm
DUPLIN COUNTY
PO BOX 893
KENANSVILLE NC 28640

Check Number	Line Item	Check Number
DUPLIN COUNTY	0002304	4424800532-0001
Amount	Description	Comments
3,666.25	Miscellaneous O/MPT	2025 Debt Servicing VOUCHER

#1014 Sheriff

Sedgwick Claims Management Services, Inc
Do Not Cash at
NCAAC Liberty and Property Pool
VOID AFTER 90 DAYS
DATE: 08/28/2024
144145388
3,666.25

PAY TO THE ORDER OF
DUPLIN COUNTY
THREE THOUSAND SIX HUNDRED SIXTY SIX AND 25/100 DOLLARS
\$3,666.25
Sedgwick

NO CASHES OF LIBERTY AND PROPERTY POOL
Sedgwick Claims Management Services, Inc. Agent for

LL 11-25-24
 CW 11-28-24
 AN 11-25-24

000231

DUPLIN COUNTY
 TAX AND SOLID WASTE REQUEST
 RELEASE DATE DECEMBER 2, 2024

RELEASE NUMBER	NAME	TOWNSHIP	FIRE DISTRICT 1	FIRE DISTRICT 2	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	FIRE DISTRICT 1	FIRE DISTRICT 2	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
22470	BLACKMON, FRANK JR & WF BONNIE SUE	09	F-11		2024	0563945						\$ 31.05	\$ 31.05	TOWN OF WALLACE PICKS UP TRASH
22471	BLACKMON, FRANK JR & WF BONNIE SUE	09	F-11		2023	0563945						\$ 31.05	\$ 31.05	TOWN OF WALLACE PICKS UP TRASH
22472	BLACKMON, FRANK JR & WF BONNIE SUE	09	F-11		2022	0563945						\$ 31.05	\$ 31.05	TOWN OF WALLACE PICKS UP TRASH
22473	BLACKMON, FRANK JR & WF BONNIE SUE	09	F-11		2021	0563945						\$ 23.40	\$ 23.40	TOWN OF WALLACE PICKS UP TRASH
22474	BLACKMON, FRANK JR & WF BONNIE SUE	09	F-11		2020	0563945						\$ 23.40	\$ 23.40	TOWN OF WALLACE PICKS UP TRASH
22475	BEST, JANICE	01			2024	00000212						\$ 110.00	\$ 110.00	CAMPER IS NOT LIVED IN
22476	DE LA FUENTE, CHRISTIE	12	F-22		2024	10003903						\$ 110.00	\$ 110.00	AFTER LISTED SOLID WASTE FEE IN ERROR
22477	EDWARDS, FAYLENE	07	F-04		2024	2499675	\$ 597.03	\$ 16.70	\$ 38.24	\$ 38.24		\$ 110.00	\$ 761.97	DWMH SHOULD HAVE BEEN ON A LEASEHOLD CARD
22478	EDWARDS, FAYLENE	07	F-04		2023	2499675	\$ 597.03	\$ 16.70	\$ 38.24	\$ 38.24		\$ 110.00	\$ 761.97	DWMH SHOULD HAVE BEEN ON A LEASEHOLD CARD
22479	EDWARDS, FAYLENE	07	F-04		2022	2499675	\$ 597.03	\$ 16.70	\$ 38.24	\$ 38.24		\$ 110.00	\$ 761.97	DWMH SHOULD HAVE BEEN ON A LEASEHOLD CARD
22480	FREDERICK, JAMES & SUSAN TRUSTEES	01	F-07		2024	1003304	\$ 2,558.99	\$ 71.58	\$ 250.53	\$ 250.53			\$ 2,881.10	TURKEY HOUSES CODED WRONG & DEPRECIATION WRONG
22481	FREDERICK, JAMES & SUSAN TRUSTEES	01	F-07		2023	1003304	\$ 2,558.99	\$ 71.58	\$ 250.53	\$ 250.53			\$ 2,881.10	TURKEY HOUSES CODED WRONG & DEPRECIATION WRONG
22482	FREDERICK, JAMES & SUSAN TRUSTEES	01	F-07		2022	1003304	\$ 2,558.99	\$ 71.58	\$ 250.53	\$ 250.53			\$ 2,881.10	TURKEY HOUSES CODED WRONG & DEPRECIATION WRONG
22483	FREDERICK, JAMES & SUSAN TRUSTEES	01	F-07		2021	1003304	\$ 2,558.99	\$ 71.58	\$ 250.53	\$ 250.53			\$ 2,881.10	TURKEY HOUSES CODED WRONG & DEPRECIATION WRONG
22484	FREDERICK, JAMES & SUSAN TRUSTEES	01	F-07		2020	1003304	\$ 2,558.99	\$ 71.58	\$ 250.53	\$ 250.53			\$ 2,881.10	TURKEY HOUSES CODED WRONG & DEPRECIATION WRONG
22485	GIBSON, DANNY BRANDON	07	F-04		2024	01000376	\$ 175.89	\$ 4.92	\$ 11.27	\$ 11.27		\$ 110.00	\$ 302.08	DWMH IN POOR CONDITION-VACANT
22486	J & G RENTALS OF NORTH CAROLINA LLC	05	F-06		2024	1003326	\$ 14.30	\$ 0.40	\$ 1.50	\$ 1.50	\$ 1.62	\$ 110.00	\$ 127.82	NEVER OWNED SWMH
22487	PARKER, BRANDON & WF JORDAN ANN	09	F-08		2024	010005023			\$ 26.50	\$ 26.50			\$ 26.50	BILLED WRONG FOR FIRE DISTRICT
22488	PARKER, BRANDON & WF JORDAN ANN	09	F-08		2023	010005023			\$ 26.50	\$ 26.50			\$ 26.50	BILLED WRONG FOR FIRE DISTRICT
22489	PARKER, BRANDON & WF JORDAN ANN	09	F-08		2022	010005023			\$ 26.50	\$ 26.50			\$ 26.50	BILLED WRONG FOR FIRE DISTRICT
22490	PARKER, RUTH ELAINE, ETAL	08	F-24		2024	010000801	\$ 20.02	\$ 0.56					\$ 20.58	DOUBLE LISTED
22491	PARKER, RUTH ELAINE, ETAL	08	F-24		2023	010000801	\$ 20.02	\$ 0.56					\$ 20.58	DOUBLE LISTED
22492	PARKER, RUTH ELAINE, ETAL	08	F-24		2022	010000801	\$ 20.02	\$ 0.56					\$ 20.58	DOUBLE LISTED
22493	PARKER, RUTH ELAINE, ETAL	08	F-24		2021	010000801	\$ 20.02	\$ 0.56					\$ 20.58	DOUBLE LISTED
22494	PARKER, RUTH ELAINE, ETAL	08	F-24		2020	010000801	\$ 20.02	\$ 0.56					\$ 20.58	DOUBLE LISTED
22495	PEREZ, FRANJIL DOMILO GODDINO	02			2024	10003157					\$ 11.00		\$ 11.00	PENALTY BILLED INCORRECTLY
22496	RICHARD, AVA JO R. & HUS GARY THOMAS	09	F-11		2024	7324384						\$ 31.05	\$ 31.05	SHOULD HAVE RECEIVED PRIVATE HAULER RATE
22497	RICHARD, GARY	09	F-11		2024	7324396						\$ 31.05	\$ 31.05	SHOULD HAVE RECEIVED PRIVATE HAULER RATE
22498	ROUSE, MELVIN & FRANCES	05	F-06		2024	7530463	\$ 67.93	\$ 1.90	\$ 7.13	\$ 7.13		\$ 110.00	\$ 186.96	DWMH IS GONE
22499	SMITH, HENRY THOMAS & WF ELIZABETH	12			2024	7953045	\$ 39.20	\$ 1.10					\$ 40.30	BOAT VALUE ADJUSTED TO \$500
22500	WALLACE MW, LLC	09			2024	1001762	\$ 7,351.63	\$ 205.64					\$ 7,557.27	INCORRECT DEPRECIATION
	GRAND TOTAL						\$ 22,335.09	\$ 624.76	\$ 1,466.77	\$ -	\$ 12.62	\$ 1,082.05	\$ 25,521.29	
	SUBMITTED BY: <i>[Signature]</i>													DATE APPROVED: 12/2/2024

County of Duplin
Office of the County Commissioners



RESOLUTION APPOINTING A DEPUTY FINANCE OFFICER

WHEREAS, North Carolina General Statutes §159-24 specifies and directs that each local government shall appoint a Finance Officer to hold office and carry out the duties prescribed by law;

WHEREAS, there will be occasions when the Duplin County Finance Officer is unable to be present in order to approve certain actions or sign preaudit certificates;

WHEREAS, this Board is of the opinion that Jessica Helms possesses the requisite knowledge, experience and qualifications to serve as Deputy Finance Officer for Duplin County.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners for the County of Duplin as follows:

1. That Jessica Helms be and she is hereby appointed as Deputy Finance Officer with full power and authority to act in the place and stead of the Duplin County Finance Officer.
2. That this resolution shall be effective upon its adoption.

This the 2nd day of December, 2024

ATTEST:

Jamie W. Carr
Jamie W. Carr, Clerk to the Board

BOARD OF COMMISSIONERS FOR THE
COUNTY OF DUPLIN

By: *[Signature]*
Chairman



APPROVED AS TO FORM

[Signature]
J. Timothy Wilson
County Attorney



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.
WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products; and Tyler desires to provide such products and services under the terms of this Agreement;
NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- "Agreement" means this Software as a Service Agreement.
- "Business Travel Policy" means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- "Client" means Duplin County.
- "Data" means your data necessary to utilize the Tyler Software.
- "Data Storage Capacity" means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- "Defect" means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- "Defined Users" means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- "Developer" means a third party who owns the intellectual property rights to Third Party Software.
- "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- "Effective Date" means the date by which both you and our authorized representatives have signed the Agreement.
- "Force Majeure" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- "Investment Summary" means the agreed upon cost proposal for the products and services attached as Exhibit A.



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and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. **Ownership.**
 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. **Restrictions:** You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. **Software Warranty.** We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. **SaaS Services.**
 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same

"**Invoicing and Payment Policy**" means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.

"**Order Form**" means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.

"**SaaS Fees**" means the fees for the SaaS Services, identified in the Investment Summary. "**SaaS Services**" means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

"**SLA**" means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.

"**Support Call Process**" means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

"**Third Party Hardware**" means the third party hardware, if any, identified in the Investment Summary.

"**Third Party Products**" means the Third Party Software and Third Party Hardware.

"**Third Party SaaS Services**" means software as a service provided by a third party, if any, identified in the Investment Summary.

"**Third Party Services**" means the third party services, if any, identified in the Investment Summary.

"**Third Party Software**" means the third party software, if any, identified in the Investment Summary.

"**Third Party Terms**" means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.

"**Tyler**" means Tyler Technologies, Inc., a Delaware corporation.

"**Tyler Software**" means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.

"**we**", "**us**", "**our**" and similar terms mean Tyler.

"**you**" and similar terms mean Client.

SECTION B – SAAS SERVICES

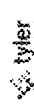
1. **Rights Granted.** We grant to you the non-exclusive, non-assignable, limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms



Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tyler.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

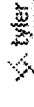
SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts



information, if our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the



to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. **Maintenance and Support.** For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards; to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.



SECTION D – THIRD PARTY PRODUCTS

1. **Third Party Hardware.** We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. **Third Party Software.** As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. **Third Party Products Warranties.**

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. **Third Party Services.** If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Invoicing and Payment.** We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. **Invoice Disputes.** If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.



SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on March 1, 2025, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement/Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE**



LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW. THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.



4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. **Binding Effect, No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either you or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.



18. **Quarantining of Client Data.** Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

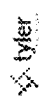
20. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. **Cooperative Procurement.** To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. **Data & Insights Solution Terms.** Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylerfintech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. **Contract Documents.** This Agreement includes the following exhibits:
- Exhibit A Investment Summary
 - Exhibit B Invoicing and Payment Policy
 - Exhibit C Schedule 1: Business Travel Policy
 - Exhibit D Service Level Agreement
 - Schedule 1: Support Call Process
 - Third Party Terms



12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

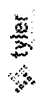
14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.

15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.



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Exhibit A



**Exhibit A
Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.
 By: _____
 Name: _____
 Title: _____
 Date: _____

Duplin County
 By: *Dexter B. Edwards*
 Name: Dexter B. Edwards
 Title: Chairman
 Date: December 2, 2024

Address for Notices:
 Tyler Technologies, Inc.
 One Tyler Drive
 Yarmouth, ME 04096
 Attention: Chief Legal Officer

Address for Notices:
 Duplin County
 224 Seminary Street
 Kenansville, NC 28349
 Attention: _____



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Sales Quotation For:
 Duplin County
 PO Box 950
 Kenansville NC 28349-0950

Quoted By: Stanley John
Quote Expiration: 12/31/24
Quote Name: Duplin County - ERP - SaaS Migration
Quote Description: Up to 50 Concurrent Users
SaaS Term: 1.00

Shipping Address:

Tyler SaaS and related services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	\$ 32,210.00
Capital Assets	1	0	\$ 7,398.00
Cash Management	1	0	\$ 6,165.00
Purchasing	1	0	\$ 13,564.00
Human Resources Management			
Advanced Scheduling - Up to 650 Employees	1	0	\$ 5,060.00
HR Management	1	0	\$ 10,887.00
Payroll w/ESS	1	0	\$ 14,135.00
Recruiting	1	0	\$ 3,308.00
Time & Attendance - Up to 750 Employees	1	0	\$ 8,542.00
Revenue Management			
Accounts Receivable	1	0	\$ 6,617.00
General Billing	1	0	\$ 3,007.00
NC Sales Tax Reimbursement	1	0	\$ 2,045.00

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Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Content Management					
Content Manager Core includes Onboarding	1	0		\$ 12,030.00	
Data Insights	1	0		\$ 9,263.00	
Enterprise Analytics and Reporting	1	0		\$ 5,349.00	
Additional	1	0		\$ 3,000.00	
Forms Processing Doc.Origin Software	1	0		\$ 3,000.00	
Recurring Services	1	0		\$ 3,000.00	
Data Access Services	1	0		\$ 3,000.00	
TOTAL				\$ 143,580.00	

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Planning Services					
Project Planning Services	1	\$ 7,179.00	\$ 0.00	\$ 7,179.00	\$ 0.00
TOTAL				\$ 7,179.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 143,580.00
Total Tyler Services	\$ 7,179.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 7,179.00	\$ 143,580.00
Contract Total	\$ 150,759.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
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For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for: (i) all non-refundable expenses incurred by Tyler on Client's behalf, and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments

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Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for product that are not named users are based on 50 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to renegotiate the SaaS fees based upon any resulting changes in the pricing categories.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

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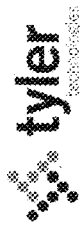


Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees:** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services:**
 - 2.1 **Implementation and Other Professional Services (including training):** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 **Consulting Services:** If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 **Conversions:** Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 **Requested Modifications to the Tyler Software:** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 **Other Fixed Price Services:** Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 **Other Fixed Price Services:** Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning



document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 **Web Services:** Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.8 **Annual Services:** Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware:

3.1 **Third Party Software License Fees:** License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 **Third Party Software Maintenance:** The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.3 **Hardware:** Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 **Hardware Maintenance:** The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.5 **Third Party Services:** Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.6 **Third Party SaaS:** Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first Year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. **Transaction Fees:** Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. **Expenses:** The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. **Credit for Prepaid Maintenance and Support Fees for Tyler Software:** Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment: Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.





**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.



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Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon Lunch and dinner
Depart after 12:00 noon Dinner

Return Day

Return before 12:00 noon Breakfast
Return between 12:00 noon & 7:00 p.m. Breakfast and lunch
Return after 7:00 p.m.* Breakfast, lunch and dinner

* 7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

* 7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.



5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



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Exhibit C SERVICE LEVEL AGREEMENT

I. Agreement Overview
 This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. **Your Responsibilities**
 Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.



b. **Our Responsibilities**
 When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. **Client Relief**
 Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.
 In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.
 The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.
 Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications
 We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.
 Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.





**Exhibit C
Schedule 1
Support Call Process**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

* Channel availability may be limited for certain applications.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search – a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.





**Exhibit D
Third Party Terms**

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal/notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.
Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





Date of Certification: December 2, 2024

To: State Agency Head and Chief Fiscal Officer

Certification:

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

Sworn Statement:

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

Dexter B. Edwards

Board Chair

Chelsey Lanier

Finance Officer

Sworn to and subscribed before me on the day of the date of said certification.

Dexter B. Edwards My Commission Expires: 4/23/2028

(Copy Stamp and Seal)



If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management: NCOSBM@osbm.nc.gov - (919) 807-4795

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

County of Duplin | 224 Seminary Street | PO Box 950 | Kenansville, NC 28349 | www.duplincountync.com



October 9, 2024

Robin Grothe
Cowan Museum of History and Science
411 S. Main St.
Kenansville, NC 28349
robin.grothe@duplincountync.com
(910) 296-2149

Robin Grothe,

Session Law 2016-94, Appropriations Act 2016, SECTION 16.5, G.S. 143B-135.227 allows for a grant award to your organization through the North Carolina Science Museums Grant Program as administered by the North Carolina Museum of Natural Sciences in the amount of **\$75,000.00**. Understand that the payment of the sum specified in this award letter is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

General Statute § 143C-6-21-23, Use of State funds by non-State entities, requires any agency awarding funds to enter into a contract with the recipient/organization. With the final award amount known, please submit a proposed line-item budget and budget narrative to match the award amount. Also submit measurable goals that coincide with the budget and evaluation logic form with your evaluative tool (for example a survey). Documentation should be submitted via email. Please be sure each item noted above is a separate attachment.

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

1. Receipt of your complete response of the above-requested item(s).
2. Preparation of the contract by this agency. The contract incorporates information requested during the application process.
3. A second mailing to you containing the contract and Request for Payment of Appropriation Form from the Office of State Budget and Management. Both documents must be properly signed, notarized and returned to our office via email.

naturalsciences.org

11 West Jones Street Raleigh NC 27601 919.707.9800 Denise Young, Museum Director, Ed.D.
North Carolina Department of Natural and Cultural Resources D. Reid Wilton, Secretary Roy Cooper, Governor

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



ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION: Cypher Green RV Park Dunn's View
Name: _____
Address: 113 John Williams Evans Rd.
City/State/Zip: Warsaw NC
Telephone: Work: 910 340 1383 / 1981 Home: _____

2. MAIL DETERMINATION TO (if different than applicant information):
Name: UNKNOWN
Address: 468 George Dunn Shaker Rd.
City/State/Zip: Wallace NC 28466

3. ROAD LOCATION: Township Magnolia Range _____
DESCRIPTION: New lane in lot section RV Park

4. PARCEL TAX-ID: 12-347 PIN 248900415204

5. PROPOSED ROAD NAME: Cypher Lane
BACKUP NAME 1: Cypher Green Lane
BACKUP NAME 2: MIRANA GRACE LANE
(NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD AS LISTED BY DUPLIN
PARCEL NUMBER: _____

along with additional documentation as required by law. This mailing will also advise you of reporting requirements required by law.

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

Please know that we will move through this process as quickly as possible. We understand your desire to receive your grant award and want to work with you in every possible way. If you have questions, I can be contacted by email (see below) or phone (919-707-9963 or 919-707-9987).

Your materials in response to this letter should be sent to both Walter and I via email:

Email: darrell.stover@naturalsciences.org
walter.hensley@naturalsciences.org

We look forward to working with you.

Sincerely,

Darrell D. Stover
Head of NC Science Museums Grant Program

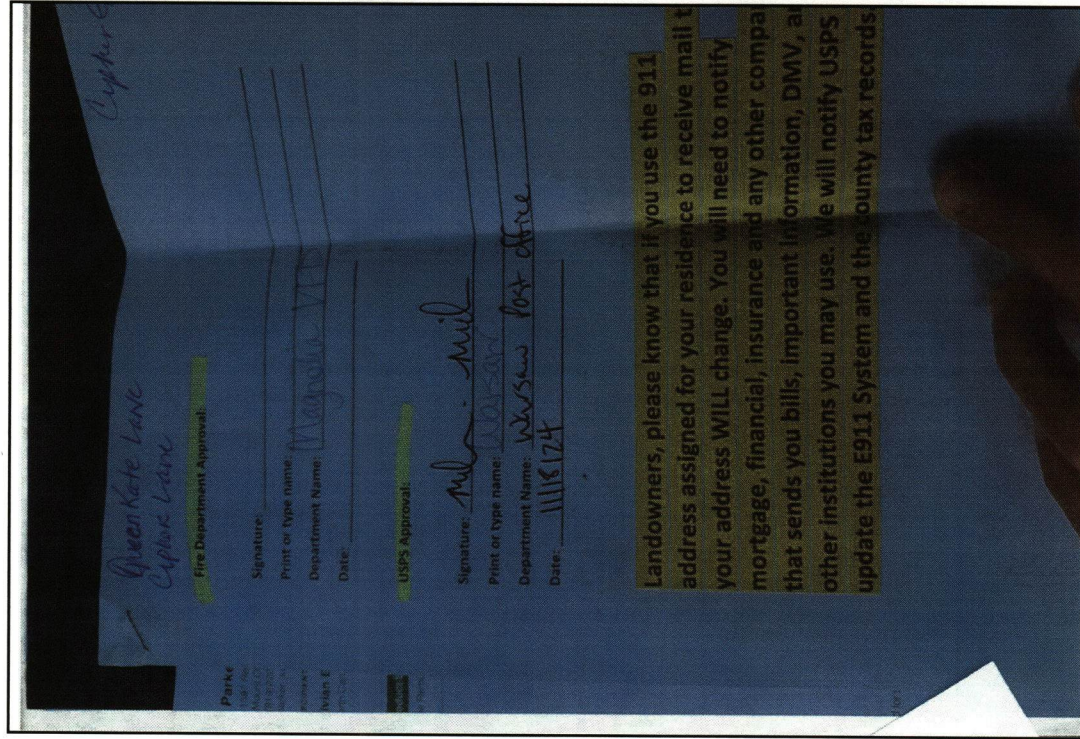
CC: Denise Young, Ed.D., Director, NC Museum of Natural Sciences
Charles Yelton, Director, Regional Network, NC Museum of Natural Sciences

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



ROAD NAME PETITION for UNNAMED ROAD

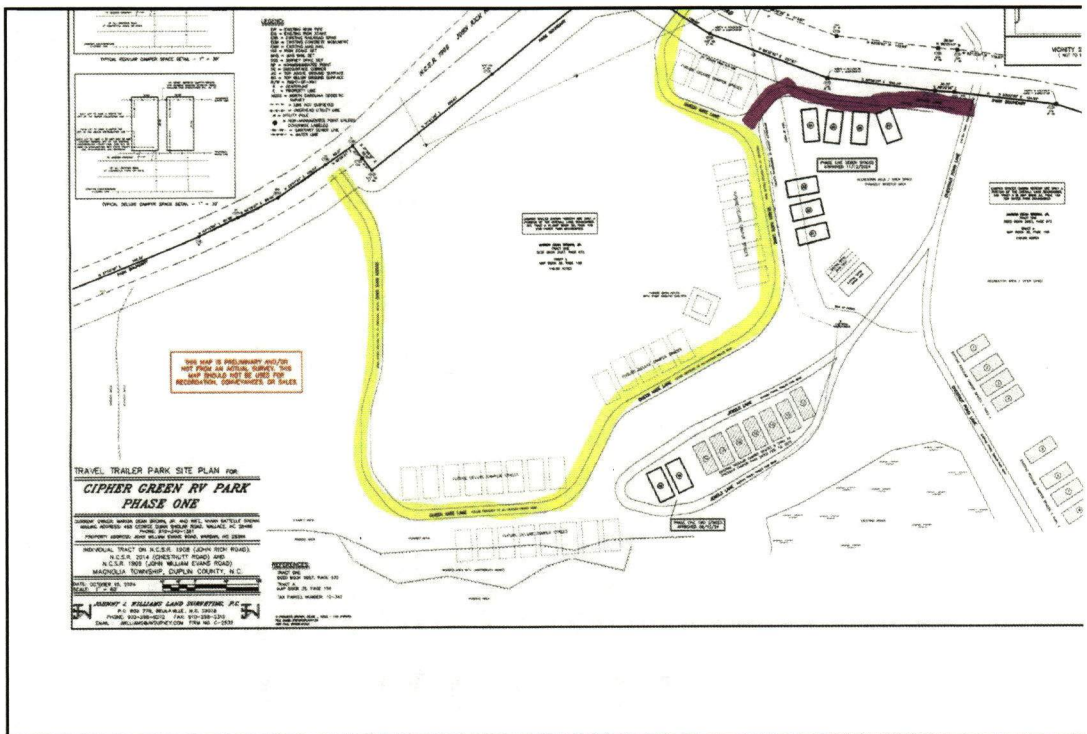
1. APPLICANT INFORMATION:
Name: Cypher Queen RV Park Dunn i Wv
Address: 113 John Williams Evans Rd.
City/State/Zip: Warsaw NC
Telephone: Work: 910 340 1383/1881 Home: _____
2. MAIL DETERMINATION TO (if different than applicant information):
Name: Wicki Brown
Address: 468 George Dunn Shore Rd.
City/State/Zip: Wallace NC 28446
3. ROAD LOCATION: Township Magnolia Range _____
DESCRIPTION: New lane in lot section RV Park Dunn
4. PARCEL TAX-ID: 12-347 PIN 248800415304
5. PROPOSED ROAD NAME: Queen Kate Lane
BACKUP NAME 1: Katherine Lane
BACKUP NAME 2: Queen Kate Way
(NAME SHOULD BE LESS THAN 13 LETTERS)
6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD AS LISTED BY DUPLIN
PARCEL NUMBER: _____
PARCEL OWNER NAME PRINT AND SIGNATURE and photo: _____





Instructions for what to do with attachments once approved:

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.



Grant Number 2024-004-06

Grant agreement between the North Carolina Tobacco Trust Fund Commission and the DUPLIN COUNTY ECONOMIC DEVELOPMENT COMMISSION

This Grant Agreement ("the Agreement") is entered into this 1st day of November, 2024 ("Effective Date") by and between the North Carolina Tobacco Trust Fund Commission ("the Commission"), an agency of the State of North Carolina organized pursuant to Article 75 of Chapter 143 of the NC General Statutes and the Duplin County Economic Development Commission, at Local Government Unit (town, country office) with its principal place of business in **Kennansville, NC, 28349** ("the Grantee") (together "the Parties" and each in the singular "the Party").

The Grantee's fiscal year is **July 1-June 30**.

In consideration of mutual promises and such other valuable consideration as is set out in this Agreement, the Parties do mutually agree to the following:

Section I. Term.

This Agreement shall commence on the Effective Date and shall terminate on or before **8/30/2025** ("Termination Date") unless sooner terminated pursuant to this Agreement.

Section II. Scope of the Grant.

In executing this Project titled "Project Pear: Further Farming Integration", the Grantee shall develop, perform and complete the work set out in the Project Scope of Services contained in Exhibit A, Exhibit A, which incorporates the Grantee's application for the Project, is expressly incorporated by reference and is made a part of this Agreement. The Grantee's application for the Project is therefore also incorporated by reference and made a part of this Agreement.

If there is a conflict among or between this Grant Agreement, the Project Scope of Services contained in Exhibit A, or the Grantee's application for the Project, provisions of this Grant Agreement shall first control, then provisions of Exhibit A. Scope of Services shall control, and finally the Grantee's application shall control.

If the Grantee uses any of the funds disbursed from the Commission under this Agreement to grant funds to other entities as part of the Project ("Subgrantees"), it must require its Subgrantees to comply with certain reporting requirements of Section VII of this Agreement and certain record keeping provisions of Section VIII of this Agreement. Subgrantees must also comply with certain parts of Sections IV, V, VI, VII, IX, XI and XV of this Agreement as is provided for in these Sections.

Section III. Changes in the Project.

A. The Commission must authorize any changes with respect to the Project in writing, including any changes the Grantee requests be made to budgeted line items as provided in Exhibit A attached. **The Grantee may not make changes to budgeted line items without first getting written authorization from the Commission.** Written requests for extending the contract's ending date

must be submitted to the Commission a minimum of 90 days before or in advance of the existing end date.

B. The Grantee shall immediately notify the Commission of any change in conditions or applicable law or any other event which may significantly affect its ability to perform the Project in accordance with the provisions of Section II above, including but not limited to loss of other funding. In the event of any such significant change, the Commission reserves the right to terminate this Agreement.

C. If within five (5) years of the contract end date, equipment purchased with more than \$5,000 of grant funds is no longer being used for the purpose of the grant, GRANTEE must notify the Commission.

Upon consultation with the Commission, GRANTEE may be advised to do one of the following:

- a) Sell the equipment at current market value rates and return the proceeds to the Commission within 30 days of the sale date along with all sale documentation;
- b) if replacement equipment is deemed necessary to meet the grant's goals, GRANTEE may sell the current equipment and purchase replacement equipment with the proceeds and provide related sale and purchase documentation to the Commission; or,
- c) transfer the equipment to another Commission-supported and/or mission-oriented entity which can utilize the equipment to satisfy its project goals.

D. Any contract agreements between the Grantee and any Subgrantees that include the purchase of equipment by the Subgrantee with grant funds, will also include the conditions of Section III. C.

Section IV. Funding.

A. The Commission grants to the Grantee an amount not to exceed **\$500,000.00** for the Project to be disbursed as described in Section V below.

B. The Grantee represents and warrants that all sums as may be awarded under this grant shall be utilized exclusively for the purpose of the Project.

C. In the event the Grantee or, if applicable, any of its Subgrantees breaches any of the material terms or conditions of this Agreement, the Grantee agrees to repay to the Commission the full amount of sums awarded under this Agreement and any interest that has accrued on that sum.

Section V. Method of Payment.

A. After the contract funding stipulations are met and subject to the limitations set forth in Section XI.C., the Commission shall disburse the sum of up to **\$475,000.00 that equals 95% of grant total** in installments reimbursing the Grantee for amounts spent on or encumbered for the Project. The Grantee shall request payments by submitting a Financial Report Form (Exhibit C) and an invoice for the amount requested for reimbursement to the Commission no more frequently than monthly. On the Financial Report Form, the Grantee shall certify that the amount requested for payment is for work performed under the Scope of Services and shall include documentation of the amounts for which the Grantee requests reimbursement. The Grantee must show to the Commission's satisfaction how this payment has been used to accomplish the terms of the Agreement before funding will be disbursed pursuant to this Agreement. Upon determining that the Grantee has provided proper documentation and qualifies for reimbursement of encumbered funds, the Commission will disburse payment within a reasonable time.

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take the appropriate action or actions to employ the sanctions set forth in the Uniform Administration of State Awards of Financial Assistance, Title 09 N.C.A.C. 03M .08601(c) and .0801(d).

C. If the Grantee or Subgrantee is a non-governmental organization and receives, holds, uses, or expends State financial assistance in an amount, including all State sources, equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year, the Grantee or Subgrantee shall also provide a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book, within Three (3) months of Grantee's or Subgrantee's fiscal year end, pursuant to Title 09 N.C.A.C. Subchapter 03M .0205.

- D. The Grantee and its Subgrantee(s), if any, agree that if the Grantee or its Subgrantee(s) do not file the required reports, the Commission shall not disburse grant funds to the Grantee.
- E. Project Reports shall describe the status of the Project, progress made by the Grantee toward achieving the purpose(s) for which the funds were awarded, notable occurrences and any significant problems encountered, and steps taken to overcome the problems. Failure to submit a required report by the scheduled submission date may result in the withholding of any subsequent grant payment until the Commission is in receipt of the delinquent report.
- F. The Grantee agrees that within thirty (30) days after the conclusion of the Project or termination date as described in Section 1 above, a Final Project Report consisting of both a Programmatic Report (Exhibit B) and a Financial Report (Exhibit C) shall be submitted to the Commission. The Final Project Report will include a review of performance and activities over the entire Project period. The Commission may use this information for future publications. The Grantee will describe the Project, how it was implemented, to what degree the established Project goals and objectives were met, the difficulties encountered, lessons learned, what aspects of the tobacco related segment of the State's agricultural economy the Project changed and the Project cost. The Final Financial Report (Exhibit C) shall provide the complete financial report of the use of grant funds by category (i.e., salaries, material, equipment, etc.) showing all expenditures during the entire term of this Agreement, and shall also report the sources, amounts and use of all other funds used to support the Project.
- G. The Commission reserves the right to request information from the Grantee which will assist the Commission with evaluation of the short and long-range impact of its programs. The Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information to the Commission.
- H. Equipment purchased with more than \$5,000 of grant funds may be required to submit Exhibit E annually for five (5) years after the contract end date, or until Grantee complies with Section III C of this Agreement.

Section VIII. Project Records.

- A. The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document the expenditure of the Commission funds provided under the Agreement separate from accounts for other awards, monetary contribution or other revenues sources for this Project. The Grantee must require any Subgrantees to maintain the same records.

- B. The Commission shall withhold 5% of the total funding or \$25,000.00 to be disbursed upon the satisfactory conclusion of the Project which conclusion shall include a Final Report as described in Section VII F.
- C. If applicable to the Scope of the project, the Grantee must adhere to Travel Subsistence Rates as provided by the State of North Carolina Office of State Budget and Management. Travel that will occur outside of North Carolina must be included specifically in the Scope of Services (Exhibit A) or be requested in writing by the Grantee for approval prior to travel.
- A. If the Grantee or, if applicable, the Grantee and its Subgrantees, cannot show to the satisfaction of the Commission that it has or they have spent grant monies to accomplish the terms of the Agreement, the Commission may decline to disburse money until such a showing is made.

Section VI. Independent Status of the Parties.

- A. The Parties are independent entities and neither this Agreement nor any provision of it shall be deemed to create a partnership or joint venture between the Commission and the Grantee.
- B. The Grantee shall not represent itself as an agent of the Commission nor is the Agreement intended to be construed to make the Grantee an agent of the Commission. The Grantee shall not have the ability to bind the Commission to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability.
- C. All expenses incurred by the Grantee are its sole responsibility and the Commission shall not be liable for the payment of any obligations incurred in the performance of the Project.
- D. The Parties agree that this Agreement has not been made for the benefit of any third parties and no third party to this Agreement has authority to attempt to enforce it in any way.

Section VII. Reports.

- A. The Grantee will furnish the Commission with detailed written Semiannual Project Reports consisting of both a Programmatic Report (Exhibit B) and a Financial Report (Exhibit C). These Semiannual Reports shall be submitted during the term of this Agreement to the Commission on or before January 15 and July 15, and shall be inclusive of information up to the end of the prior month.
- B. The Commission, in its sole discretion, may require more frequent reporting, including Quarterly Reporting. Factors that may influence the Commission's exercise of this discretion include, but are not limited to:
- a. late submission of Semiannual Reports,
 - b. insufficient project information, specifics, or data,
 - c. incorrect Financial Report (Exhibit C),
 - d. insufficient or incomplete documentation supporting request(s) for payment or
 - e. incomplete Exhibit forms.

The Commission may exercise this option by giving written notice to the Grantee and the new reporting requirements shall be deemed in effect on the date of the written notice. Notwithstanding the foregoing, upon the discovery of the misuse of funds, or upon the determination of noncompliance with the requirements of this contract, the Commission shall

- B. The Grantee shall place signage at its expense at the Project site or sites identifying the Project as receiving Commission Funds. Any printed materials, websites, presentations, news releases, or other visual or audio materials supported by grant funds will acknowledge the Commission's support. The Grantee will receive Logo Specification and Guidelines from the Commission and will be provided approved Commission logos. Prior to publication, a draft of the materials must be sent to the Commission for approval. The materials, size and color shall be large enough so that the Project, Grantee and Commission are recognized appropriately. This signage shall be in mutually agreeable wording and format.
- C. Subject to the requirements of Section X.A. above, the Grantee may publish or arrange for the publication of information resulting from work carried out under this Agreement; however, the information shall not be marketed for profit by the Grantee.
- D. If work performed pursuant to this Agreement, including but not limited to Reports required by Section VII of this Agreement and any other materials resulting from the work of the Project, results in any intellectual property right accruing to the Grantee, the Grantee hereby grants to the Commission an assignable royalty-free, non-exclusive irrevocable license to publish, translate, reproduce, deliver, perform or use the material covered by the intellectual property right.

Section XI. Termination & Availability of Funds

- A. Either Party shall have the ability to terminate this Agreement on thirty (30) days' written notice.
- B. If after notice and reasonable opportunity to cure a defect or problem, the Grantee fails for any reason to fulfill in proper manner its obligations under this Agreement, or violates any of the material terms or conditions of this Agreement, the Commission shall have the right to terminate this Agreement by giving fourteen (14) days written notice to the Grantee of such termination. In such event, the Commission shall have no responsibility to make additional payments under this Agreement after the Termination Date. No further expenditures shall be made under this Agreement upon notice of termination except for such work as shall have already been performed prior to the notice of Termination Date and the Grantee shall repay all unspent grant funds upon the demand of the Commission together with any interest accrued on those unspent funds.

C. **The Commission's obligation to pay any amounts under this Agreement is contingent upon the availability of funds to it to fund the Project.** In the event that funds for this Project become unavailable, the Commission may terminate this Agreement immediately upon written notice to the Grantee. In the event of notice of the unavailability of funds, all obligations of the Commission to make payments under this Agreement shall cease as of the date of the notice of termination for unavailability of funds except for such work as shall have already been performed prior to the date of the notice of termination for unavailability of funds.

- D. Pursuant to N.C. General Statute 143C-6-22(k), a Grantee or Subgrantee that intends to dissolve or cease operations shall report that decision in writing to the Office of State Budget and Management and to the Fiscal Research Division at least thirty (30) days prior to taking that action. The Grantee and Subgrantee shall also notify the Commission in writing within the same thirty (30) day time period.

Section XII. Liabilities and Loss.

- A. The Commission assumes no liability with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims or losses arising out of any activities undertaken by the

- B. The Grantee shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond such five-year period until any and all audit findings have been resolved. The Grantee must require any Subgrantees to retain all records for five (5) years from the Termination Date or from the resolution of any audit findings, whichever is later.
- C. The Grantee agrees to allow the State Auditor or the State Auditor's designee to enter its premises and examine its records in accordance with N.C. Gen. Stat. 147-64.7. The Grantee further agrees to permit the examination of work papers in the possession of the Grantee's auditors. The Grantee shall require any Subgrantees to permit the State Auditor or the State Auditor's designee the same access to the Subgrantees' records and work papers. Upon request, the Grantee and any Subgrantee shall make available its records and reports for inspection by the Office of State Budget and Management pursuant to 9 NCAC 03M .0202(2) and (3).
- D. The Grantee further agrees to make available to the Commission or its designated representative all of its records which relate to the Project and agrees to allow the Commission or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activities relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the Commission or its representative may deem necessary.
- E. In the event the Grantee dissolves or otherwise goes out of existence before the Termination Date or before five (5) years from the Termination Date has elapsed, records produced under this contract will be turned over to the Commission.

Section IX. Subcontracting.

- A. The Grantee or any of its Subgrantees shall not subcontract any of the work contemplated under this Agreement without obtaining prior written approval from the Commission.
- B. Any approved subcontract shall be subject to all terms and conditions of this Agreement and the Grantee and any Subgrantees shall not be relieved of any of the duties and responsibilities of this Agreement by the approved subcontract. The Grantee shall be responsible for the performance of any subcontractor and the subcontractor shall provide sufficient information to the Grantee or any of its Subgrantees to allow the Grantee to comply with all terms and conditions of this Agreement.

Section X. Publicity and Publications.

- A. Any published or distributed reports, data, or other information shall contain an acknowledgment of the support of the Commission as well as a disclaimer statement to the following effect: *Any opinion, finding, conclusion or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the North Carolina Tobacco Trust Fund Commission.* Upon publication of materials resulting from the work of the Project, the Grantee shall furnish a minimum of two (2) copies of reports to the Commission. The Grantee shall acknowledge the support of the Commission by including its logo on printed information, presentations and other materials produced pursuant to the Project.

more frequent reporting, as set forth in Section VII.B, the Commission's written notification shall be deemed effective without the written authorization of the Grantee.

Section XIV. Grantee Representation and Warranties.

The Grantee hereby represents and warrants that:

- A. The Grantee is duly organized and validly existing under the laws of the State of North Carolina.
- B. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of the Grantee or any agreement or undertaking to which it is a party of by which it is bound.
- C. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending or to the Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by the Agreement or the validity or enforceability of this Agreement or the Grantee's ability to discharge its obligation under this Agreement.
- D. If any consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations under the Agreement, all such requisite government consent or approvals have been obtained.

Section XV. Special Provisions and Conditions.

- A. **Non-discrimination.** The Grantee, and all of its related Subgrantees, agree not to discriminate by reason of age, race, religion, color, sex, national origin or disability in the performance of this Agreement and to take affirmative action in complying with all relevant Federal and State requirements.
- B. **Conflict of Interest.** Pursuant to NC Gen. Stat. 143C-6-23(b), the Grantee must provide a copy of its conflict of interest policy to the Commission prior to any disbursement of funds under this Agreement.
- C. **Compliance with Laws.** The Grantee, and all of its related Subgrantees, shall at all times observe and comply with all laws, ordinances, rules and regulations of the state, federal and local governments which may affect the performance of the Agreement.
- D. **Non-Assignability.** The Parties shall not assign any interest in the Agreement; provided, however, that claims for money due to the Grantee from the Commission under this Agreement may be assigned after notice and approval of the Commission.
- E. **Personnel.** The Grantee represents that it has or will secure at its own expense all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to work on the Project. Such employees shall not be employees of the Commission.

Grantee or any of its Subgrantees under this Agreement, with respect to persons or property of the Grantee, Subgrantee or third parties.

- B. The Grantee and all of its related Subgrantees shall assure that it maintains commercial insurance of such type and with such terms and limits as may be reasonably associated with the performance of this Agreement. Documentation of such insurance coverage of the Grantee must be provided upon request to the Commission. All applicable Subgrantees shall provide the same to the Grantee. If the Grantee and all of its related Subgrantees are government agencies, they may maintain a self-insurance program of such type and with such terms and limits as may be reasonably associated with the performance of this Agreement. Documentation of such insurance coverage of the Grantee must be provided upon request to the Commission. All applicable Subgrantees shall provide the same to the Grantee.

- C. The Grantee agrees to indemnify, defend and hold harmless the Commission and its respective officers, agents and employees against any liability, including costs, expenses and attorneys' fees from all claims, damages, losses and liabilities arising from Grantee's performance related to this contract. The Grantee further agrees to similarly require all Subgrantees to indemnify, defend and hold harmless the Commission and its respective officers, agents and employees from all claims, damages, losses or liabilities arising from Grantee's or Subgrantee's performance related to this contract. To the extent that Grantee is a state governmental entity, Grantee shall in accordance with the laws of the State of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance and without waiving any rights or defenses of the governmental entity, indemnify, defend and hold harmless the Commission and its respective officers, agents and employees against any liability, including costs, expenses and attorney's fees from all claims, damages, losses and liabilities arising from Grantee's performance related to this contract. The Grantee further agrees to require all Subgrantees to indemnify, defend and hold harmless the Commission and its respective officers, agents and employees from all claims, damages, losses or liabilities arising from Grantee's or Subgrantee's performance related to this contract.

- D. To the extent permitted by State law, including but not limited to the North Carolina Torts Claims Act, the Grantee shall defend, indemnify and hold harmless the Commission and its officers, agents and employees from any person, entity or corporation furnishing or supplying work, services, material or supplies in connection with the Project and the performance of this Agreement and from claims and losses accruing or resulting to any person, entity or corporation who may be injured or damaged in any way by the Grantee, any Subgrantee or any of their agents in the performance under this Agreement.

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

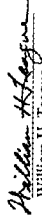
Section XIII. Entire Agreement.

- A. This Agreement, including its exhibits, contains the entire understanding between the Parties.
- B. The Agreement may be amended only in writing duly executed by authorized persons for the Commission and the Grantee, except that should the Commission exercise the option of requiring

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**NC TOBACCO TRUST
FUND COMMISSION**


William H. Feaguc
Chairman

Grant Number 2024-004-06

**Duplin County Economic Development
Commission**


Mr. Scott Summerlin

F. Restriction on use of the funds. The Grantee will expend funds consistent with the terms and conditions of this Agreement. Failure to do so may result in legal action to recover funds spent inconsistently with the terms and condition of this Agreement without further notice. If the Grantee has Subgrantees, the Grantee must require this restriction on use of funds by all of its Subgrantees.

A. Certification of No Overdue Taxes. Pursuant to N.C. Gen. Stat. §143C-6-23, any non-State entity Grantee or Subgrantee(s) must execute the certification of no overdue taxes attached as Exhibit D to this Agreement prior to receiving funds under this Agreement.

G. Taxpayer Identification Number. The Grantee and any Subgrantees must provide taxpayer identification information to the Commission prior to receiving funds under this Agreement.

H. Exhibits. All Exhibits to this Agreement are expressly incorporated by reference and made a part of this Agreement.

Section XVII. Notice.

A. All notices required by this Agreement with the exception of Notice provided pursuant to Section XLC shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Commission: Mr. William Upchurch
Executive Director
NC Tobacco Trust Fund Commission
1680 Mail Service Center
Raleigh, NC 27699-1080
Tel: (919) 733-2160 Fax: (919) 733-2510

If to the Grantee: Mr. Scott Summerlin
Duplin County Economic Development Commission
224 Seminary Street
Kenansville, NC 28349
Tel: (910) 296-2180

B. Each Party may designate another Notice recipient by written communication to the other Party.

Section XVII. Construction.

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

The Parties do hereby execute this Agreement in duplicate originals:

EXHIBIT A
SCOPE OF SERVICES

PROJECT#: 2024-004-06
CONTRACT END DATE: 8/30/2025
GRANT AMOUNT: \$500,000.00



GRANTEE: Duplin County Economic Development Commission
PROJECT: Project Pear Further Farming Integration

Duplin County Economic Development Commission, a Local Government Unit (town, country office) headquartered in Kanawhite, hereinafter called "GRANTEE," shall carry out the terms of this SCOPE OF SERVICES as follows.

This is a "Qualified Agricultural Program" (QAP) project that supports and fosters the vitality and solvency of a tobacco-related sector by assisting an established agricultural company and the local farming and grain growing community with the construction of a new state-of-the-art grain handling, drying, and storage facility. The jobs created and sustained, in addition to the value of the goods manufactured, alleviate unemployment, preserve and increase the tax base and will ultimately encourage the economic stability of the region.

FUNDING STIPULATION(S):

None

This project's budget will cover costs associated with:

- Truck Scales, Scale House, Rail, Roads, and other Civil Work (Capital Improvement)

BUDGET: (Lists each budget line item and amounts)

Personnel Amount	\$0.00
Travel Amount	\$0.00
Equipment Amount	\$0.00
Administration Amount	\$0.00
Capital Improvement Amount	\$500,000.00
Supplies Amount	\$0.00
Cost Share Amount	\$0.00
Other	\$0.00
TOTAL	\$500,000.00

ABSTRACT:

Duplin County Economic Development will assist an established agricultural company and the local farming and grain growing community with the construction of a new state-of-the-art grain handling, drying, and storage facility. The Project will greatly benefit the company and the local farming community by adding a large volume of additional grain storage capacity and unparalleled unloading and drying capabilities. This will allow farmers to return to harvesting expeditiously, allowing them to increase efficiency and lower their operating costs.

PROJECT GOALS AND OBJECTIVES:

1. Reduce or eliminate costly inefficiencies during the harvesting process for local corn and wheat growers.

TIMELINE:

DATE	EVENT
June 1, 2024-July 1, 2025	Construct roads and access improvements to new facility.
April 1, 2025-June 1, 2025	Construction of Truck Scales and Scale House.

IMPACT TABLE:

PROJECTED IMPACTS BY ENDING DATE OF PROJECT	AMOUNT
Jobs Created (Permanent/Temporary)	10
Jobs Sustained (Permanent/Temporary)	80
Workers Re-Employed	0
Former Quota Holders Assisted	
Current or Former Tobacco Farmers Assisted	100
Amount of New Income for Former Tobacco Workers	
Number of Workers with Upgraded Skills	30
Persons Receiving Increased Educational Training	10
Total Number of People Served	1,000
Acres of Farmland Protected/Impacted	47,800
Acres of New Crop Production	
Volume of Product Produced/Distributed/Sold	6,000,000
Value of Product Produced/Distributed/Sold	\$30,000,000.00
Actual Dollars Leveraged from Other Sources (not in-kind contributions)	\$0.00
State Tax Revenue Generated	\$1,425,000.00
Number of online engagements	50,000

PROJECT EVALUATION:

The project will be evaluated semiannually by the projected impacts stated on the Impact Table and accomplishing the projects Objectives, as well as other measurements as requested through NCTTFC reports

ITFC RECOGNITION:

GRANTEE shall recognize the NC Tobacco Trust Fund Commission as a supporter of this project on news releases to local media outlets, on the GRANTEE's website, promotional materials, any advertising campaigns, events, and other materials used in this project. The NCTTFC will provide a Logo Specification Guidelines to the GRANTEE.

PROJECT REPORTING & FUNDING REQUESTS:

GRANTEE shall adhere to the terms and conditions contained in the Grant Agreement, which include filing semiannual reports within 15 days of January 1st and July 1st by using the form shown in Exhibit B to the agreement. This report should also include photos, printed materials, etc., which help to further explain the results of the project. Within 30 days of completion of the project, GRANTEE shall provide a final report detailing the project's activities and accomplishments.

GRANTEE shall also report documented project expenditures and request funds as previously agreed upon in Section V of the contract agreement by using Financial Request Form - Exhibit C. Reimbursements may be requested no more frequently than monthly.

GRANT APPLICATION INCORPORATED BY REFERENCE:

The GRANTEE's grant application submitted for this project is herein incorporated by reference. Satisfactory progress on this project shall be measured by this scope of services which includes services as presented in the application.

To the extent there is a conflict among the provisions of the grant application, the Grant Agreement or this Scope of Services statement, provisions of the Grant Agreement shall first control, then provisions of this Scope of Services statement shall control and finally provisions of the grant application shall control.

CONTRACT REVISIONS:

Requests to change the project's Scope of Services, budget line items or ending date must be submitted in writing to the staff of the NC Tobacco Trust Fund Commission. All requests will be reviewed by the NC Tobacco Trust Fund Commission Board during its quarterly meeting and grantees will be notified in writing of its decision. **Please note that board notifications may take up to 90 days.**

State Grant Certification – No Overdue Tax Debts or Conflict of Interest ¹

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

Duplin County Economic Development Commission (EDC)

DATE OF CERTIFICATION: 12/02/2024

To: **NC TOBACCO TRUST FUND COMMISSION & DUPLIN COUNTY EDC (NASH JOHNSON FARMS)**

Certification:

We certify that the Duplin County Economic Development Commission does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1(b).

Additionally, the Duplin County Economic Development Commission certifies that the organization does not have any personal and/or professional relationships with the NC Tobacco Trust Fund Commission or Nash Johnson Farms, Duplin County and/or any of its employees or governing Board, as defined by North Carolina G.S. 143C-6-23(b)(6), that have been used to in any way influence the potential of an award or an official award of funds to me. The organization further understands that a false statement made is in violation of North Carolina G.S. 143C-6-23 and such false statements would be a criminal offense punishable as provided by North Carolina G.S. 143C-10-1.

Sworn Statement:

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

Dexter B. Edwards
Board Chair Signature
Bryan S. Miller
County Manager Signature

Sworn to and subscribed before me on the date of the date of said certification.

Jaime W. Carr
(Notary Signature and Seal)
My Commission Expires: 4/23/2026

¹ G.S. 105-243.1 defines: "Overdue tax debt - Any delinquent tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

NOTARIES: State Grant Certification No. Overdue Tax Debts
Exp. July 1, 2006, Rev. 7/01, 8/09, 7/11, 2/12, 9/12, 10/12



IMPORTANT REQUIREMENTS FOR 2024 GRANTS MANAGEMENT

The items below are not all-inclusive. Additional requirements are contained in the contract and related documents. Note that the requirements contained here as well as in the Grantee Contract, Scope of Services and related documents also pertain to all Subgrantees associated with the project.

1. The contract signer/organization assumes all responsibility for grants management. This includes projects where funds are passed through to another organization for project implementation.
2. **CHANGES:** Any changes in the scope or budget of the project must have prior written approval from the NCTTFC Board. All expenditures must be made within the accepted budget and line items. If a change in expenditures is deemed necessary for project implementation, do not deviate from the approved expenses until and unless a budget revision is approved by the NCTTFC Board and proper documentation has been received from NCTTFC staff.
3. **PERFORMANCE:** You must notify the NCTTFC in case of non-ability to perform and/or loss of other funding. This includes all funding sources listed in the original grant request or as identified in Exhibit A, Scope of Services. Grant funds can only be used for the project as approved in the Scope of Services.
4. **REPORTS:** Semi-annual Reports are due on the 15th of January and July. Reports may be required more frequently if TTFC Staff finds this necessary. Expense reimbursements may be withheld until delinquent documents are filed. Final Reports are due 30 days after the project's end date. **Five percent of grant funds are held back subject to satisfactory submission of the final report.**
5. **ACKNOWLEDGEMENT of NCTTFC Support:** All project publications, reports, printed materials (brochures, signs) and websites related to the project shall contain an acknowledgement of the NCTTFC's support by use of an approved NCTTFC logo and/or a statement of support. All video and audio (commercials, interviews, etc.) shall recognize the NCTTFC as a project supporter. **The grantee must allow the NCTTFC Program Officer to proof applicable items prior to release.** By not consulting with NCTTFC, grantee understands that reimbursement funds could be withheld if the NCTTFC determines there was insufficient acknowledgement.
6. **RECORDS:** The Grantee will maintain records for 5 years after the grant's conclusion. The responsible entity is the contract signer/organization.

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JOURNAL INQUIRY

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1

1 249	400R	T	PROFESSIONAL SERVICES						6,000.00
2 5193	40122	T	SALARIES						3,000.00
3 5193	40185	T	SOCIAL SECURITY						1,000.00

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1

1 4324	41980	T	PROFESSIONAL SERVICES						2,300.00
2 4324	43520	T	REPLACES & MAINTENANCE EQUIPME						2,300.00

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1

1 4335	41980	T	PROGRAM SUPPLIES						900.00
2 4335	41110	T	TRAVEL						900.00

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1

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 Page: 2
 Program ID: 410344

JOURNAL INQUIRY

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1

1 2250	41980	T	PROGRAM SUPPLIES						400.00
2 3159	41250	T	POSTAGE						400.00

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1

1 5167	42420	T	IN HOUSE LAB						20.00
2 5167	42410	T	PHARMACY						20.00

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1

1 5164	42420	T	IN HOUSE LAB						2,000.00
2 5164	42420	T	IN HOUSE LAB						3,000.00
3 5178	42980	T	PROGRAM SUPPLIES						5,000.00

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1
 2023 05 201 R04 11/17/2024 11/17/2024 130274 Blanca Jimenez M 1 01314 1

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 Page: 1
 Program ID: 410344

Budget Transfer Request

Department Finance Date 11/22/2024

General Ledger Accounting Information

A. Expense - Increase (Decrease)	Description	Account #	Amount
	Office Supplies	4110-42600	1,000.00
	Professional Services	4110-41990	5,000.00
	Hospital Insurance	4130-40183	3,004.27
	Total		9,004.27

B. Expense - Increase (Decrease)	Description	Account #	Amount
	Advertising	4110-43910	170.00
	Dues & Subscriptions	4110-44910	6,565.00
	Bal of Taxes Owed on Property	4110-46900	473.27
	Professional Services	4210-41990	150.00
	Training	4210-43111	1,620.00
	Repairs & Maintenance Equipment	4210-43520	26.00
	Total		9,004.27

Dept. Head Signature _____ Date _____
 Finance Officer Approval _____ Date 11/22/24
 County Manager _____ Date _____

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COMMERCIAL MISC IMPROVEMENT RATES

11/27/2024

DEPRECIATION TABLE	CODE	DESCRIPTION	5	4	3	2	1
TABLE 5	1	STORAGE BLDG METAL (SEARS TYPE)	\$3,500.00	\$1,980.00	\$1,000.00	\$545.00	\$310.00
TABLE 5	2	STORAGE BLDG FRAME	\$4,500.00	\$2,500.00	\$2,000.00	\$1,100.00	\$590.00
TABLE 7	3	OVERHANG	\$26.40	\$13.20	\$11.00	\$10.00	\$7.70
TABLE 2	4	GARAGE DETACHED METAL	\$63.00	\$36.00	\$30.00	\$24.00	\$15.00
TABLE 2	5	GARAGE DETACHED FRAME	\$92.40	\$52.80	\$44.00	\$35.20	\$22.00
TABLE 2	6	GARAGE DETACHED MASONRY	\$105.00	\$60.00	\$50.00	\$40.00	\$25.00
TABLE 1	7	BAY WINDOW	\$3,450.00	\$2,400.00	\$2,000.00	\$1,600.00	\$1,280.00
TABLE 1	8	BOW WINDOW	\$3,450.00	\$2,400.00	\$2,000.00	\$1,600.00	\$1,280.00
TABLE 9	9	POOL DECK	\$24.20	\$12.10	\$14.00	\$11.20	\$8.96
TABLE 9	10	POOL LINING	\$42.12	\$21.06	\$38.00	\$30.36	\$22.80
TABLE 9	11	POOL INGROUND COMMERCIAL	\$188.00	\$112.00	\$140.00	\$112.00	\$84.00
TABLE 9	12	SWINE FARMING/NURSERY	\$32.65	\$16.33	\$19.60	\$15.70	\$12.56
TABLE 8	13	POOLINGROUND RESIDENTIAL	\$96.60	\$55.20	\$46.00	\$36.80	\$23.90
TABLE 8	14	PUMP HOUSE	\$2,100.00	\$1,440.00	\$1,200.00	\$960.00	\$760.00
TABLE 2	15	WORKSHOP	\$49.00	\$30.00	\$25.00	\$20.00	\$12.50
TABLE 8	16	TENNIS COURT	\$47,250.00	\$27,000.00	\$22,500.00	\$18,000.00	\$11,250.00
TABLE 7	17	GREENHOUSE ATTACHED	\$16.80	\$9.60	\$8.00	\$6.40	\$4.00
TABLE 2	18	GARAGE & STORAGE COMBINED	\$8,400.00	\$4,800.00	\$4,000.00	\$3,200.00	\$2,000.00
TABLE 7	19	RURAL OFFICERANT	\$104.00	\$86.00	\$60.00	\$48.00	\$30.00
TABLE 5	20	DWELLING	\$5,500.00	\$4,000.00	\$3,300.00	\$2,600.00	\$1,600.00
TABLE 9	21	SWINE FARMING/HAY	\$4.00	\$2.00	\$2.40	\$1.92	\$1.20
TABLE 9	22	SWINE FARMING/HOUSE	\$41.85	\$24.72	\$20.30	\$16.24	\$10.18
TABLE 9	23	SWINE BREEDING/GESTATION	\$34.16	\$20.70	\$17.30	\$13.84	\$8.78
TABLE 9	24	SWINE FINISHING HOUSE	\$18.60	\$11.16	\$9.30	\$7.44	\$4.74
TABLE 9	25	SWINE HOUSE MISCELLANEOUS	\$20.25	\$12.15	\$10.17	\$8.14	\$5.18
TABLE 9	26	TURKEY, BROODER	\$15.63	\$9.38	\$7.82	\$6.25	\$4.00
TABLE 9	27	TURKEY, GROW OUT	\$15.63	\$9.38	\$7.82	\$6.25	\$4.00
TABLE 9	28	CHICKEN, BREEDER/LAYER	\$15.63	\$9.38	\$7.82	\$6.25	\$4.00
TABLE 9	29	CHICKEN, COMMERCIAL LAYING	\$24.70	\$14.80	\$12.33	\$9.86	\$6.25
TABLE 9	30	CHICKEN, BROILER GROWOUT	\$20.80	\$12.48	\$10.40	\$8.32	\$5.30
TABLE 5	31	CHICKEN, COMMERCIAL HOUSE	\$35,000.00	\$24,500.00	\$20,000.00	\$16,000.00	\$10,000.00
TABLE 5	32	BARN, TOBACCO BULK	\$1,155.00	\$660.00	\$540.00	\$420.00	\$270.00
TABLE 5	33	BARN, TOBACCO PACK	\$25.70	\$15.42	\$12.57	\$10.06	\$6.38
TABLE 10	34	SHED, POLE	\$19.75	\$11.90	\$9.88	\$7.90	\$5.13
TABLE 6	35	RAILROAD SWITCH	\$75,600.00	\$43,200.00	\$36,000.00	\$28,800.00	\$18,000.00
TABLE 6	36	SMOKE HOUSE	\$1,200.00	\$840.00	\$700.00	\$560.00	\$448.00
TABLE 5	37	SHED, FARM MISC	\$2,500.00	\$1,650.00	\$1,375.00	\$1,100.00	\$840.00
TABLE 9	38	SWINE BREEDING BARN	\$43.20	\$25.92	\$21.60	\$17.28	\$11.52
TABLE 10	39	SHED, MAY	\$14.70	\$8.82	\$7.35	\$5.88	\$3.92
TABLE 10	40	SHED, SHELTER ATTACHED	\$9.41	\$5.75	\$4.80	\$3.84	\$2.40
TABLE 10	41	SHED, STOCK	\$11.83	\$7.16	\$5.97	\$4.78	\$3.12
TABLE 9	42	SWINE, GESTATION BARN	\$40.50	\$24.30	\$20.25	\$16.20	\$10.80

COMMERCIAL MISC IMPROVEMENT RATES
2025

DEPRECIATION TABLE	CODE	DESCRIPTION	6	5	4	3	2	1
TABLE 10	43	SHED, IMPLEMENT	\$20.70	\$13.80	\$11.83	\$9.86	\$9.26	\$5.82
TABLE 6	44	COLD STORAGE	\$98.20	\$58.80	\$50.40	\$42.00	\$38.00	\$21.00
TABLE 5	45	CEMETERY FENCES	\$860.00	\$480.00	\$395.00	\$330.00	\$275.00	\$240.00
TABLE 6	46	RURAL BARN	\$1,115.00	\$740.00	\$640.00	\$530.00	\$450.00	\$365.00
TABLE 5	47	SHED, SHALTER 2 ATTACHED	\$65.00	\$42.00	\$36.00	\$30.00	\$26.00	\$15.00
TABLE 7	48	BUILDING, STEEL, PRE-FAB 1	\$46.58	\$31.05	\$26.61	\$22.18	\$20.85	\$13.08
TABLE 7	49	BUILDING, STEEL, PRE-FAB 2	\$51.74	\$34.50	\$29.57	\$24.64	\$19.72	\$12.32
TABLE 7	50	SHED, GRADER	\$35.70	\$23.80	\$20.40	\$17.00	\$13.60	\$8.50
TABLE 7	51	SHED, PRODUCE	\$33.60	\$22.40	\$19.20	\$16.00	\$12.80	\$8.00
TABLE 10	52	BARN, GEN PURPOSE	\$41.47	\$34.56	\$28.80	\$24.00	\$19.20	\$15.36
TABLE 10	53	BARN, GEN PURPOSE MASON	\$42.00	\$34.00	\$28.00	\$24.00	\$16.00	\$10.00
TABLE 7	54	BUILDING, FARM SHOP	\$5.15	\$3.10	\$2.60	\$2.20	\$1.20	\$0.75
TABLE 9	55	CONCRETE STORAGE BIN	\$2.00	\$1.50	\$1.30	\$1.10	\$0.75	\$0.50
TABLE 9	56	GRAIN STORAGE BIN	\$2.00	\$1.50	\$1.30	\$1.10	\$0.75	\$0.50
TABLE 7	57	OFFICE, COMMERCIAL	\$36.75	\$24.50	\$21.00	\$17.50	\$14.00	\$8.75
TABLE 6	58	BUILDING, FEED MILL	\$88.20	\$58.80	\$50.40	\$42.00	\$38.00	\$21.00
TABLE 7	59	OFFICE, MILL	\$36.75	\$24.50	\$21.00	\$17.50	\$14.00	\$8.75
TABLE 7	60	BUILDING, FERTILIZER	\$26.00	\$14.00	\$12.00	\$10.00	\$8.00	\$5.00
TABLE 7	61	GREENHOUSE COMMERCIAL	\$7.76	\$5.17	\$4.44	\$3.70	\$2.18	\$1.18
TABLE 8	62	GREENHOUSE, LOW COST	\$39.90	\$26.60	\$22.80	\$19.00	\$15.26	\$9.50
TABLE 7	63	WAREHOUSE	\$36.75	\$24.50	\$21.00	\$17.50	\$14.00	\$8.75
TABLE 10	64	UTILITY STORAGE BUILDING	\$44.10	\$29.40	\$25.20	\$20.00	\$16.80	\$10.50
TABLE 2	65	CARPOT DETACHED (dribbuilt only)	\$5,460.00	\$3,640.00	\$3,120.00	\$2,600.00	\$2,000.00	\$1,300.00
TABLE 5	66	SCALE	\$5,775.00	\$3,850.00	\$3,300.00	\$2,850.00	\$2,200.00	\$1,650.00
TABLE 5	67	TANK, RANGE						
TABLE 5	68	CEMETERY CNPTS						
TABLE 5	69	SPARE CODE						
TABLE 7	70	BUILDING, QUONSET	\$42.00	\$28.00	\$24.00	\$20.00	\$16.00	\$10.00
TABLE 7	71	LABOR CAMP	\$75.60	\$50.40	\$43.20	\$36.00	\$28.80	\$18.00
TABLE 5	72	STACK	\$2,475.00	\$1,650.00	\$1,375.00	\$1,100.00	\$825.00	\$550.00
TABLE 9	73	CHICKEN, PULLET BLACKOUT	\$15.08	\$13.92	\$12.76	\$11.60	\$10.44	\$8.70
TABLE 9	74	SWINE, ISOLATION BARN	\$33.75	\$31.00	\$28.00	\$25.00	\$21.75	\$15.00
TABLE 6	75	WATER BASIN	\$10.50	\$7.00	\$6.00	\$5.00	\$4.00	\$2.50
TABLE 6	76	RAILROAD SPUR	\$241.30	\$161.00	\$138.00	\$115.00	\$100.70	\$67.50
TABLE 2	77	UPPER STORY UNFINISHED	\$27.30	\$18.20	\$15.60	\$13.00	\$10.40	\$6.50
TABLE 2	78	LOWER STORY UNFINISHED	\$27.30	\$18.20	\$15.60	\$13.00	\$10.40	\$6.50
TABLE 5	79	DWELLING OCCUPIED	\$30,000.00	\$20,000.00	\$18,000.00	\$16,000.00	\$14,000.00	\$12,000.00
TABLE 7	80	COUNTRY STORE	\$94.50	\$63.00	\$54.00	\$45.00	\$36.00	\$22.50
TABLE 5	81	GOLF GREENS	\$165,000.00	\$110,000.00	\$92,500.00	\$75,000.00	\$58,000.00	\$40,000.00
TABLE 8	82	TABLE	\$48.30	\$32.20	\$27.60	\$23.00	\$18.40	\$11.50
TABLE 8	83	GAZEBO	\$3,420.00	\$2,851.00	\$2,376.00	\$1,980.00	\$1,584.00	\$1,187.00
TABLE 8	84	WALLS	\$27.64	\$23.04	\$19.20	\$16.00	\$12.80	\$10.24

COMMERCIAL MISC IMPROVEMENT RATES
2025

DEPRECIATION TABLE	CODE	DESCRIPTION	6	5	4	3	2	1
TABLE 8	85	FENCING	\$2,300.00	\$1,944.00	\$1,620.00	\$1,350.00	\$1,080.00	\$861.00
TABLE 5	86	DRIVEWAY ASPHALT	\$12,000.00	\$8,000.00	\$6,000.00	\$4,000.00	\$2,000.00	\$1,200.00
TABLE 5	87	DRIVEWAY CONCRETE	\$15,000.00	\$10,000.00	\$8,000.00	\$6,000.00	\$4,000.00	\$2,000.00
TABLE 7	88	CONCRETE	\$6.93	\$4.62	\$3.98	\$3.30	\$2.82	\$2.33
TABLE 7	89	CANDPY	\$27.30	\$18.20	\$15.60	\$13.00	\$10.40	\$6.50
TABLE 5	90	MOBILE HOME HOOKUP	\$6,700.00	\$4,800.00	\$3,840.00	\$3,000.00	\$2,500.00	\$1,600.00
TABLE 5	91	MOBILE HOME	\$8,250.00	\$5,500.00	\$4,400.00	\$3,300.00	\$2,200.00	\$1,100.00
TABLE 5	92	MOBILE HOME ADDITION	\$4,125.00	\$2,750.00	\$2,200.00	\$1,650.00	\$880.00	\$440.00
TABLE 6	94	COMMUNITY CENTER/CLUBHOUSE	\$75.60	\$50.40	\$43.20	\$36.00	\$28.80	\$18.00
TABLE 2	95	PORCH ATTACHED	\$31.50	\$21.00	\$18.00	\$16.00	\$12.00	\$7.50
TABLE 7	96	BEAUTY SHOP	\$75.60	\$50.40	\$43.20	\$36.00	\$28.80	\$18.00
TABLE 7	97	OFFICE, FARM	\$43.10	\$28.70	\$24.60	\$20.50	\$16.40	\$10.20
TABLE 7	98	BODY SHOP/GARAGE	\$71.40	\$47.60	\$40.80	\$34.00	\$27.40	\$17.00
TABLE 7	99	YOUTH CENTER	\$47.60	\$31.70	\$27.00	\$22.30	\$17.60	\$11.00
TABLE 9	100	TURKEY STUDIO FARM	\$17.28	\$11.40	\$9.60	\$8.00	\$6.40	\$4.00
TABLE 9	101	TURKEY BUTTERBALL BROODER HUB	\$20.80	\$14.00	\$11.60	\$9.60	\$7.60	\$4.80
TABLE 7	102	TRASH ENCLOSURES	\$6,300.00	\$4,800.00	\$3,900.00	\$3,000.00	\$2,400.00	\$1,800.00
TABLE 9	103	SPARE CODE						
TABLE 7	104	OFFICE, RURAL	\$100.80	\$67.20	\$57.60	\$48.00	\$38.40	\$24.00
TABLE 8	105	PREFAB METAL CARPORT	\$4.50	\$3.00	\$2.50	\$2.00	\$1.50	\$1.00
TABLE 5	106	NEW CONSTRUCTION	\$25,000.00	\$15,000.00	\$10,000.00	\$7,500.00	\$5,000.00	\$2,500.00
TABLE 5	107	UNRESTRICTED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TABLE 2	108	PATIO	\$17.85	\$11.90	\$10.20	\$8.50	\$6.80	\$4.25
TABLE 2	109	AG WELL	\$1,148.00	\$768.00	\$640.00	\$520.00	\$400.00	\$260.00
TABLE 7	111	COMMERCIAL BUILDING	\$64.80	\$43.20	\$36.00	\$30.00	\$24.00	\$15.00
TABLE 7	114	BULKHEAD	\$25,000.00	\$16,500.00	\$13,750.00	\$11,000.00	\$8,250.00	\$5,500.00
TABLE 5	115	PIER	\$33,833.00	\$22,555.00	\$18,844.00	\$15,077.00	\$11,311.00	\$7,507.00
TABLE 7	116	FENCE COMMERCIAL	\$49.62	\$33.08	\$28.00	\$23.00	\$18.00	\$11.00
TABLE 9	117	SWINE, HEATCHECK	\$33.75	\$22.50	\$19.00	\$15.50	\$12.00	\$7.50
TABLE 9	118	SWINE, WHEEN TO FINISH	\$34.51	\$22.67	\$19.00	\$15.50	\$12.00	\$7.50
TABLE 9	119	SHED, LITTER	\$15.75	\$10.50	\$9.00	\$7.50	\$6.00	\$3.75
TABLE 6	120	GUARD HOUSE	\$210.00	\$140.00	\$110.00	\$90.00	\$70.00	\$45.00
TABLE 6	121	KIOSKS	\$262.50	\$175.00	\$140.00	\$110.00	\$85.00	\$52.50
TABLE 5	122	KENNEL	\$1,650.00	\$1,100.00	\$880.00	\$700.00	\$560.00	\$350.00
TABLE 5	123	DECK ATTACHED	\$1,100.00	\$733.00	\$586.00	\$469.00	\$375.00	\$237.00
TABLE 7	124	PAVILION	\$47.20	\$31.40	\$26.00	\$21.00	\$16.00	\$10.00
TABLE 7	125	PAVILION	\$67.20	\$44.80	\$38.40	\$31.20	\$24.00	\$15.00

DEPRECIATION TABLE	CODE	DESCRIPTION	6	5	4	3	2	1
TABLE 1	1	STORAGE BLDG METAL (S&RS TYPE)	\$3,500.00	\$2,750.00	\$1,980.00	\$1,100.00	\$550.00	\$330.00
TABLE 2	2	STORAGE BLDG FRAME	\$4,500.00	\$3,500.00	\$2,500.00	\$2,000.00	\$1,100.00	\$550.00
TABLE 3	3	MISC SHED NO PRICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TABLE 4	4	GARAGE DETACHED METAL	\$63.00	\$44.00	\$36.00	\$30.00	\$24.00	\$15.00
TABLE 5	5	GARAGE DETACHED FRAME	\$92.40	\$61.60	\$44.00	\$44.00	\$32.00	\$22.00
TABLE 6	6	GARAGE DETACHED MASONRY	\$105.00	\$70.00	\$50.00	\$50.00	\$40.00	\$25.00
TABLE 7	7	BAY/DOW WINDOW	\$3,450.00	\$2,880.00	\$2,400.00	\$2,000.00	\$1,600.00	\$1,200.00
TABLE 8	8	EQUIPMENT BLDG	\$3,840.00	\$3,200.00	\$2,800.00	\$2,400.00	\$2,000.00	\$1,600.00
TABLE 9	9	DECK	\$12.00	\$8.00	\$6.00	\$4.00	\$3.00	\$2.00
TABLE 10	10	SWINE FERRY	\$51.30	\$47.15	\$44.00	\$41.00	\$38.00	\$36.00
TABLE 11	11	POOL INGROUND COMMERCIAL	\$168.00	\$122.00	\$96.00	\$84.00	\$72.00	\$60.00
TABLE 12	12	SWINE FARMING/NURSERY	\$52.65	\$48.36	\$43.68	\$39.00	\$34.93	\$23.40
TABLE 13	13	POOL INGROUND RESIDENTIAL	\$96.60	\$64.36	\$55.20	\$46.00	\$38.80	\$23.00
TABLE 14	14	PUMP HOUSE	\$2,100.00	\$1,720.00	\$1,440.00	\$1,200.00	\$960.00	\$760.00
TABLE 15	15	WORKSHOP	\$49.00	\$35.00	\$30.00	\$25.00	\$20.00	\$12.50
TABLE 16	16	TENNIS COURT	\$47,250.00	\$31,500.00	\$27,500.00	\$22,500.00	\$18,000.00	\$11,250.00
TABLE 17	17	HANDICAP RAMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TABLE 18	18	GARAGE & STORAGE COMBINED	\$8,400.00	\$5,600.00	\$4,800.00	\$4,000.00	\$3,000.00	\$1,800.00
TABLE 19	19	RURAL OFFICE	\$106.00	\$77.00	\$60.00	\$50.00	\$40.00	\$26.00
TABLE 20	20	SWINE BREEDING BARN	\$2,400.00	\$1,920.00	\$1,680.00	\$1,440.00	\$1,200.00	\$960.00
TABLE 21	21	SWINE FARMING HOUSE	\$54.00	\$48.00	\$44.80	\$40.00	\$34.80	\$24.00
TABLE 22	22	SWINE BREEDING/GESTATION	\$41.85	\$38.44	\$34.72	\$31.00	\$26.97	\$18.60
TABLE 23	23	SWINE FINISHING HOUSE	\$34.16	\$31.37	\$28.34	\$25.30	\$22.01	\$15.18
TABLE 24	24	SWINE HOUSE MISCELLANEOUS	\$20.25	\$18.60	\$16.80	\$15.00	\$13.05	\$9.00
TABLE 25	25	TURKEY BROODER	\$15.63	\$14.40	\$13.18	\$12.00	\$10.78	\$8.99
TABLE 26	26	TURKEY GROW OUT	\$15.63	\$14.40	\$13.18	\$12.00	\$10.78	\$8.99
TABLE 27	27	CHICKEN BROILER GROWOUT	\$14.40	\$13.18	\$12.00	\$11.00	\$10.00	\$9.00
TABLE 28	28	CHICKEN BREEDER/LAYER	\$24.70	\$22.80	\$20.90	\$19.00	\$17.10	\$15.20
TABLE 29	29	POULTRY COMMERCIAL LAYING	\$20.80	\$19.20	\$17.60	\$16.00	\$14.40	\$12.80
TABLE 30	30	POULTRY EGGS HOUSE	\$48.00	\$44.00	\$40.00	\$36.00	\$32.00	\$28.00
TABLE 31	31	BARN	\$45,000.00	\$30,000.00	\$25,000.00	\$20,000.00	\$15,000.00	\$10,000.00
TABLE 32	32	BARN, TOBACCO BASIC	\$1,155.00	\$925.00	\$800.00	\$700.00	\$600.00	\$500.00
TABLE 33	33	BARN, TOBACCO PACK	\$25.20	\$19.75	\$14.40	\$12.00	\$9.60	\$6.00
TABLE 34	34	SHED, POLE	\$19.75	\$11.90	\$10.20	\$8.50	\$6.38	\$4.25
TABLE 35	35	KENNEL	\$1,650.00	\$1,100.00	\$880.00	\$660.00	\$440.00	\$220.00
TABLE 36	36	COMMUNICATION TOWER	\$1,650.00	\$1,100.00	\$880.00	\$660.00	\$440.00	\$220.00
TABLE 37	37	SHED, FARM MISC	\$2,500.00	\$1,650.00	\$1,375.00	\$1,100.00	\$850.00	\$480.00
TABLE 38	38	SWINE BREEDING BARN	\$43.20	\$39.88	\$35.84	\$32.00	\$27.84	\$19.20
TABLE 39	39	COMMERCIAL BUILDING	\$94.50	\$83.00	\$74.00	\$66.00	\$58.00	\$40.00
TABLE 40	40	SHED, SHELTER I ATTACHED	\$20.70	\$18.60	\$16.50	\$14.40	\$12.30	\$8.40
TABLE 41	41	SHED, SHELTER II ATTACHED	\$20.70	\$18.60	\$16.50	\$14.40	\$12.30	\$8.40
TABLE 42	42	SWINE GESTATION BARN	\$40.50	\$37.20	\$33.60	\$30.00	\$26.10	\$18.00

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**THE SOLID WASTE MANAGEMENT ORDINANCE
FOR
DUPLIN COUNTY, NORTH CAROLINA**

Adopted February 1, 2021
Amended December 2, 2024

ENACTMENT

This is an ordinance establishing regulations for the storage, collection, recycling, transportation and disposal of solid waste within Duplin County, North Carolina and providing for the administration and enforcement thereof, as required by state law.

PREAMBLE

WHEREAS, in the opinion of the Duplin County Board of Commissioners to protect the health, safety, and general welfare of the residents of Duplin County it is necessary and advisable to regulate the storage, collection, transportation, recycling, transfer and disposal of solid waste, and

WHEREAS, the Duplin County Board of Commissioners and administration have developed this ordinance with due consideration, and

WHEREAS, the Duplin County Board of Commissioners has developed and adopted this ordinance to replace and supersede the previous Solid Waste Management Ordinance adopted August 31, 1994, along with the revision thereto adopted July 1, 1998; and

WHEREAS, all applicable requirements of the General Statutes of North Carolina have been met.

NOW, THEREFORE BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF THE COUNTY OF DUPLIN AS FOLLOWS:

ARTICLE I – AUTHORITY

The provisions of this ordinance are adopted under authority granted by North Carolina General Statutes §§ 153A-121, -132.1, -132.2, -136, -140, -274 through -278, and -291 through -294, 130A, Article 9, and 143-215.112, and 15A NCAC 02D.1901 through 1907.

ARTICLE II – APPLICABILITY

This ordinance shall govern the storage, collection, recycling, transportation, transfer and disposal of solid waste within the unincorporated area of Duplin County and to incorporated municipalities by agreement with the County. It shall be unlawful for any person to dispose of solid waste in a manner inconsistent with this ordinance.

ARTICLE III – DEFINITIONS

For the purposes of this ordinance, the following terms shall be defined as specified below. Unless specifically defined, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance the most reasonable application.

Aluminum Can: A cylindrical receptacle typically used to hold beverages.

11/27/2024

RESIDENTIAL MISCELLANEOUS IMPROVEMENT RATES
2025

DEPRECIATION TABLE CODE	DESCRIPTION	6	5	4	3	2	1
TABLE 8	FENCING	\$2,330.00	\$1,944.00	\$1,620.00	\$1,350.00	\$1,080.00	\$861.00
TABLE 5	DRIVEWAY ASPHALT	\$12,000.00	\$8,000.00	\$4,000.00	\$4,000.00	\$2,000.00	\$1,200.00
TABLE 5	DRIVEWAY CONCRETE	\$15,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$3,000.00	\$2,000.00
TABLE 7	ASPHALT	\$8.98	\$4.92	\$3.85	\$4.10	\$1.88	\$2.31
TABLE 7	CONCRETE	\$9.20	\$4.92	\$3.85	\$4.10	\$1.88	\$2.31
TABLE 8	MOBILE HOME HOOKUP	\$27.30	\$18.70	\$15.60	\$13.00	\$10.40	\$6.50
TABLE 5	MOBILE HOME	\$6,720.00	\$4,480.00	\$3,840.00	\$3,200.00	\$2,500.00	\$1,600.00
TABLE 5	MOBILE HOME ADDITION	\$8,250.00	\$5,500.00	\$4,400.00	\$3,300.00	\$2,200.00	\$1,100.00
TABLE 5	MOBILE HOME CLUBHOUSE	\$4,125.00	\$2,750.00	\$2,200.00	\$1,650.00	\$880.00	\$440.00
TABLE 2	COMMUNITY CENTER/CLUBHOUSE	\$75.60	\$50.40	\$43.20	\$36.00	\$28.80	\$18.00
TABLE 2	BEAUTY SHOP	\$31.50	\$21.00	\$18.00	\$16.00	\$12.00	\$7.50
TABLE 7	OFFICE, FARM	\$75.60	\$50.40	\$43.20	\$36.00	\$28.80	\$18.00
TABLE 7	OFFICE, FARM	\$75.60	\$50.40	\$43.20	\$36.00	\$28.80	\$18.00
TABLE 7	OFFICE, FARM	\$75.60	\$50.40	\$43.20	\$36.00	\$28.80	\$18.00
TABLE 5	YARD IMPROVEMENTS	\$71.40	\$47.60	\$40.80	\$33.60	\$26.40	\$16.80
TABLE 3	PARK MODEL	\$241.50	\$184.00	\$148.50	\$115.00	\$92.00	\$69.00
TABLE 7	TRASH ENCLOSURES	\$6,300.00	\$4,800.00	\$3,900.00	\$3,000.00	\$2,400.00	\$1,800.00
TABLE 7	TRASH ENCLOSURES	\$6,300.00	\$4,800.00	\$3,900.00	\$3,000.00	\$2,400.00	\$1,800.00
TABLE 6	GUARD HOUSE	\$210.00	\$160.00	\$130.00	\$100.00	\$80.00	\$60.00
TABLE 6	KIOSKS	\$262.50	\$200.00	\$162.50	\$125.00	\$100.00	\$75.00
TABLE 8	PREFAB METAL CARPORT	\$4.50	\$3.50	\$3.00	\$2.50	\$2.00	\$1.50
TABLE 7	SHED, PRODUCE	\$35.70	\$23.80	\$20.40	\$17.00	\$13.60	\$8.50
TABLE 7	DECK ATTACHED	\$24.15	\$16.10	\$13.80	\$11.50	\$9.20	\$5.75
TABLE 5	GOLF GREENS	\$185,000.00	\$110,000.00	\$82,500.00	\$55,000.00	\$37,500.00	\$24,750.00
TABLE 5	FENCE RESIDENTIAL	\$2,400.00	\$1,600.00	\$1,300.00	\$1,000.00	\$700.00	\$400.00
TABLE 5	FENCE RESIDENTIAL	\$2,400.00	\$1,600.00	\$1,300.00	\$1,000.00	\$700.00	\$400.00
TABLE 5	STAKE	\$25.88	\$17.25	\$14.78	\$12.32	\$9.85	\$6.38
TABLE 2	WATER BASIN	\$10.50	\$7.00	\$6.00	\$5.00	\$4.00	\$2.50
TABLE 7	FENCE COMMERCIAL	\$49.62	\$33.83	\$30.32	\$26.00	\$19.50	\$13.00
TABLE 7	SWINE, WEEN TO FINISH	\$37.58	\$34.51	\$31.17	\$27.83	\$24.21	\$16.69
TABLE 9	TURKEY, BUTTERBALL BROODER HUB	\$20.80	\$19.20	\$17.60	\$16.00	\$14.40	\$12.00
TABLE 9	SPARE CODE	\$20.80	\$19.20	\$17.60	\$16.00	\$14.40	\$12.00
TABLE 7	OFFICE, RURAL	\$100.80	\$67.20	\$57.60	\$48.00	\$38.40	\$24.00
TABLE 9	SHED, LITTER	\$15.75	\$10.50	\$9.00	\$7.50	\$6.00	\$3.75
TABLE 7	OFFICE, MILL	\$88.20	\$58.80	\$50.40	\$42.00	\$33.60	\$21.00
TABLE 7	VENUE	\$171.00	\$114.00	\$95.40	\$78.00	\$61.20	\$38.40
TABLE 7	PATIO	\$67.20	\$44.80	\$38.40	\$32.00	\$24.00	\$16.00

C:\Users\jmcneith\mccruty\Downloads\TABLE Q NEW RESIDENTIAL MISCELLANEOUS IMPROVEMENT RATES 10-28-24

Banned Materials: Items that are illegal or not allowed. Items that are unacceptable by law.

Bulky Waste: Large items of solid waste such as household appliances, furniture, mattress, bedding, automobiles, large machinery parts and other waste whose large size precludes or complicates their handling by normal solid waste collector, processing or disposal methods.

Collection: The act of removing solid wastes from a point of generation to a central storage point or to a disposal site or from a central point to a disposal site.

Collection Sites: Collection sites are located within the county for residents and businesses not located within a municipality to dispose of household trash, household furniture, metal and recyclables only. The sites are not for use by commercial collection services.

Commercial Solid Waste: Solid waste generated by stores, offices, restaurants, warehouses and other non-manufacturing activities, excluding residential and industrial waste.

Composting: The controlled decomposition of organic waste by naturally occurring bacteria, yielding a stable, humus-like, pathogen-free final product resulting in volume reduction of 30%-75%.

Construction Debris: Any discarded material such as sheetrock, plaster, insulation, Styrofoam, paper, plastics, vinyl and aluminum siding, or other substances accumulated as a result of construction of new structures or buildings, remodeling, repairs or additions to existing structure or buildings, or demolition of existing structures or buildings. Construction debris does not include concrete, brick, wood, or asphalt.

County Solid Waste Facilities: Collective term meaning all county owned and operated disposal facilities including but not limited to the transfer station, tire disposal area, (LCID) yard waste disposal area, metal recycling area, electronics recycling, bricks-blocks-cement area, solid waste and recycling collection sites, and recycling facilities.

Disposal: The discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land so that such solid waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any water, including groundwater.

Garbage: All putrescible wastes, including food waste, food containers and vegetable matter, but excluding sewage and human waste.

Hazardous Wastes: Solid waste, or a combination of solid wastes, that because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

Industrial Solid Waste: Solid waste materials generated by industrial from processing plants, factories or manufacturing operations--including but not limited to sawdust, shavings, feathers, excelsior, cartons, boxes, metal, glass, paper, wood, textiles, chemicals, or plastics.

Industry: A place of business employing more than ten individuals and engaged in the manufacture or assembly of a product or products.

Infectious Waste: Solid waste capable of producing an infectious disease. The types of waste designated as infectious are: microbiological waste, pathological waste, blood products and sharps.

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Institutional Solid Waste: Solid waste generated by educational, health care, correctional and other institutional facilities.

Land Cleaning Debris: Stumps, logs, limbs, etc. or other items resulting from land cleaning operations.

LCID (Land Clearing and Insert Debris) Area: An approved area that is limited to receiving stumps, limbs, leaves or uncontaminated earth.

Licensed Solid Waste Hauler: Any individual, corporation, company, association, partnership, unit of government or other legal entity permitted and approved as a solid waste collector by the Duplin County Solid Waste Department.

Litter: Any discarded, used, unconsumed, not-containerized substance or solid waste, including but not limited to, any garbage, household trash, business trash, yard debris, construction debris, furniture and any other junk not disposed of in a manner approved within this ordinance.

Littering: To scatter, cast, throw, place, sweep, dump or deposit anywhere within the county any trash (of any kind) in a manner that it may be carried or deposited by the elements upon public or private property, streets, roads, sidewalks, allies, sewers, parks, waters or other public places.

Manufacturing: The making of goods by manual labor or machinery on a large scale.

Medical Waste: Solid waste that is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, but does not include any hazardous waste, radioactive waste, household waste or those substances excluded from the definition of solid waste in this ordinance.

Municipal Solid Waste: Any solid waste resulting from the operation of residential, commercial, industrial governmental or institutional establishments that would normally be collected, processed, and disposed of through public or private solid waste management service. Municipal solid waste does not include hazardous waste, sludge, or mining or agricultural wastes.

Nuisance: Any action or conditions that is dangerous to prejudicial to public health, welfare or safety.

Pathological Wastes: Includes human tissues, organs, body parts, secretions and excretions, blood and body fluids that are removed during surgery and autopsies; and the carcasses and body parts of all animals that were exposed to pathogens in research, were used in the production of biological or in the in vivo testing of pharmaceuticals, or that died of known or suspected infectious disease.

Person: An individual, corporation, company, association, partnership, unit of local government, state agency, federal agency, or other legal entity.

Public View: View from a passenger vehicle driven along any public road maintained by the state or local municipality for public travel or along any private road that provides access to residences or commercial establishments.

Putrescible: Solid Waste capable of being decomposed by microorganisms with sufficient rapidity as to cause nuisances from odors and gases, such as kitchen wastes, offal and carcasses.

Radioactive Waste: Any waste which emits ionizing radiation spontaneously.

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Recyclable Corrugated Cardboard: Clean, dry, unwaxed paper boxes and thick layered paper, formed with grooves and ridges, used in shipping or in which goods are received.

Recyclable Materials: Materials identified by appropriate governmental authority that is capable of being recycled at a recycling facility.

Recycling: The process by which solid waste or recovered materials are collected, separated or processed for reuse.

Refuse: All non-putrescible waste.

Residential: Living accommodations.

Roofing Materials: Shingles, roof-felt, tar paper and other petroleum products used in the construction or repair of roofs.

Rubbish: Refuse exclusive of garbage and ashes including but not limited to paper, rags, cartons, and boxes.

Sanitary Area: A facility for disposal of solid waste on land in a sanitary manner in accordance with the rules concerning sanitary landfills adopted pursuant to Chapter 130A, Article 9 of the North Carolina General Statutes.

Scavenger: Any unauthorized salvaging of discarded items.

Scrap Metals: Discarded iron, steel, tin, aluminum, and other ferrous and non-ferrous metals.

Sharps: Needles, syringes with attached needles, capillary tubes, slides and cover slips, and scalpel blades.

Sludge: Any solid, semisolid or liquid waste generated from a municipal, commercial, institutional, or industrial waste water treatment plant, water supply treatment plant, or air pollution control facility or any other such waste having similar characteristics and effect.

Solid Waste: Any hazardous or nonhazardous garbage, refuse, and other material that is either discarded or is being accumulated, stored or treated prior to being discarded, or has served its original intended use and is generally discarded, including solid, liquid, semisolid or contained gaseous material resulting from industrial, institutional, commercial and agricultural operations, and from community activities. The term does not include: fowl and animal fecal waste; or sludge, oil or other liquid petroleum products or radioactive material.

Solid Waste and Recycling Container Site: A facility owned and operated by the County consisting of containers and/or compactors and other appurtenances for the collection of solid waste and recyclables.

Solid Waste Collector: Any person who collects, transports, or disposes of solid waste for compensation.

Source Separation: The separation of recyclable materials from solid waste at the point of generation.

Storage: The containment of solid waste, either on a temporary basis or for a period of years, in such a manner as not to constitute disposal.

Tire: A continuous solid or pneumatic rubber covering encircling the wheel of a motor vehicle.

Transfer Station: A facility owned and operated by the County at which solid waste is concentrated for transport to a processing facility or disposal site.

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Waterway: A body of water including streams, creeks, rivers, lakes and ponds.

White Goods: Inoperative discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and large commercial appliances.

Yard Waste: Solid Waste consisting solely of vegetative matter resulting from landscaping maintenance.

ARTICLE IV - SOLID WASTE DISPOSAL

General

As a public service, the Duplin County Board of Commissioners has authorized the operation of a transfer station, land clearing and inert debris (LCID) area, tire disposal area, metal recycling area, electronic recycling area, bricks-blocks-concrete recycling area, solid waste and recycling container sites and a recycling handling facility to serve the citizens of Duplin County. These facilities shall be utilized in accordance with the terms and conditions of this ordinance and in compliance with applicable state and federal regulations.

Authority of Commissioners

It shall be unlawful for any person to throw, dump, or cause to be dumped any garbage, refuse, rubbish, litter, junk, appliances, equipment, cans, bottles, paper, lumber, building materials, trees, tree limbs, brush, or other forms of solid waste anywhere in the unincorporated area of the County, except as may be permitted by County regulations, without the expressed written authorization of the Board of Commissioners.

Solid Waste Disposal Methods

No person shall dispose of any solid waste in Duplin County except by one of the following methods. However, this section shall not be construed so as to prevent any person from properly disposing of items on his own property, as may be permitted by this ordinance state and federal regulations.

- A. Approved sanitary landfill
- B. Approved demolition area
- C. Solid waste and recycling container site
- D. Approved solid waste incinerator
- E. Approved recycling or reclaiming operations
- F. Approved private solid waste or recycling container
- G. Approved yard waste disposal area
- H. Approved transfer station

Open Burning

It shall be unlawful to burn or set fire to any refuse, garbage, rubbish, tires, asphalt, shingles or other petroleum products for the purpose of disposal within the unincorporated area of Duplin County. Each tire or container of petroleum products shall constitute a separate violation.

Operational Policies

The following operational policies, unless otherwise stated, shall be applicable to the transfer station, collection sites, land clearing inert debris (LCID) area, tire disposal area, area, metal recycling area, electronic recycling area, solid waste and recycling container sites, recycling handling facilities and any other such facilities as the County Commissioners may authorize.

- A. The solid waste facilities are operated as authorized by the County Commissioners under the supervision of the Solid Waste Director.
- B. Solid waste facilities shall be open on such schedule as may be established by the Board of Commissioners. Facilities will be open to the public only when a County employee is on duty and the gate is open.

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- C. Open burning of solid waste on site is prohibited.
- D. Vehicles shall observe the posted speed limit of 10 m.p.h. and all other directional signs.
- E. Children younger than twelve (12) years of age shall not be allowed outside of vehicles.
- F. Solid waste facilities are intended for the disposal of solid waste generated within Duplin County only. In addition, solid waste and recycling container sites are for use only by households and businesses located within the unincorporated area of the County or by incorporated municipalities and may be authorized by the Board of Commissioners.
- G. Salvaging, scavenging and loitering is prohibited unless the Board of Commissioners authorize such operations for the benefit of the County.
- H. Solid waste shall be observed and inspected for prohibited materials. Persons delivering solid waste to county landfill facilities shall upon request define full nature, content, and source of all materials delivered. All solid waste delivered to the County Solid Waste Facilities must be separated into various categories and disposed of in the appropriate area. Vehicles arriving with mixed loads will be instructed on the proper disposal area(s). Solid waste will be accepted only in the appropriate disposal area. Persons disposing of unacceptable materials may be required to remove such materials at the discretion of the Solid Waste Director or be charged a "Banned materials" fee. All costs incurred by the County in the removal of prohibited material shall be recoverable from the person disposing of such material and from the persons generating such material.
- I. Solid Waste shall be disposed of at these facilities in the manner and according to procedures established by the Solid Waste Director or the director's representative. It shall be the responsibility of persons generating solid waste to ensure that such solid waste is disposed of in accordance with the requirements of this ordinance.
- J. The following activities are strictly prohibited for all persons visiting or otherwise utilizing Duplin County solid waste facilities: consumption of alcohol or illegal drugs, disorderly conduct, profanity, threatening language, or brandishing of a firearm or other weapon. In addition to the potential imposition of penalties as set forth below in Article IX, violations of these policies may result in temporary suspension of an individual's right to use Duplin County solid waste facilities.

Transfer Station

The facility shall serve as the County's central collection point where solid waste is concentrated and compacted prior to transport to a processing facility or disposal site. Solid waste shall be disposed of at the transfer station in accordance with this ordinance and as authorized by the Solid Waste Director, state and federal authorities.

Disposal Restrictions at Transfer Station

The following items shall not be acceptable for disposal in the transfer station.

- A. Liquid wastes
- B. Hazardous wastes
- C. Radioactive wastes
- D. Containers containing unacceptable or unidentifiable wastes
- E. Animal and fowl fecal matter
- F. Animals and fowl, dead or alive
- G. Land Clearing Debris/Yard waste
- H. Scrap metals
- I. White goods
- J. Wooden pallets
- K. Large automobile or machinery parts or other items that require specialized handling or processing
- L. Aluminum cans
- M. Recyclable corrugated cardboard
- N. Tires
- O. Motor oil/oil filters

- P. Lead-acid batteries
- Q. Antifreeze
- R. Pesticides, herbicides, or poisons of any nature
- S. For ashes
- T. Explosives of any kind
- U. Asbestos waste
- V. Yard waste
- W. Sludge
- X. Infectious waste
- Y. Untreated regulated medical waste
- AA. Sharps, unless contained in a rigid, leak proof, puncture resistant container
- BB. Electronics
- CC. Bricks/concrete/asphalt
- DD. Liquid Paint
- EE. Fluorescent bulbs
- FF. Any other materials which may be determined to be hazardous by the Solid Waste Director, state, or federal authorities

Yard Waste Disposal Areas

The yard waste disposal areas shall serve as a primary disposal area for yard waste. Yard waste shall be disposed of in accordance with this ordinance and as authorized by the Solid Waste Director, state and federal authorities.

Disposal Restrictions for Yard Waste

The following items shall not be acceptable for disposal in the yard waste disposal area.

- A. Garbage
- B. Roofing materials
- C. Construction debris
- D. Liquid wastes
- E. Hazardous wastes
- F. Radioactive wastes
- G. Containers containing unacceptable or unidentifiable wastes
- H. Metal
- I. Animal and fowl fecal matter
- J. Animals and fowl, dead or alive
- K. Scrap metals and white goods
- L. Large automobile or machinery parts or other items that require specialized handling or processing
- M. Electronics
- N. Bricks/Concrete/Asphalt
- O. Paint
- P. Fluorescent bulbs
- Q. Wooden pallets
- R. White goods
- S. Aluminum cans
- T. Recyclable corrugated cardboard
- U. Tires
- V. Motor oil/oil filters
- W. Pesticides, herbicides, or poisons of any nature
- X. Lead-acid batteries
- Y. Antifreeze
- Z. For ashes

- AA. Explosives of any kind
- BB. Asbestos waste
- CC. Infectious waste
- DD. Untreated regulated medical waste
- EE. Sharps
- FF. Any other materials which may be determined to be hazardous by the Solid Waste Director, state, or federal authorities

Solid Waste and Recycling Collection Sites
Collection sites for solid wastes and recyclable materials shall be provided throughout the County for use by residences and businesses within the unincorporated area of the County only; or by others as may be authorized by the Board of Commissioners.

Disposal Restrictions at Collection Sites
The solid waste and recycling collection sites are not intended for collection of large, bulky items or materials requiring specialized handling. The following items shall not be acceptable for deposit in the containers:

- A. Liquids, Used motor oil and transmission fluid may be accepted in designated containers
- B. Lead-acid batteries except in designated area
- C. Construction debris
- D. Demolition debris
- E. Any waste collected for a fee, charge, tax, or other compensation
- F. Furniture, white goods, or scrap metals except in designated containers
- G. Roofing materials
- H. Commercial, industrial or institutional waste
- I. Aluminum cans except in designated containers
- J. Recyclable corrugated cardboard
- K. Sharps unless contained in a rigid, leak-proof, puncture resistant container
- L. Yard waste
- M. Any item not acceptable at the County Transfer Station
- N. Electronics, except in designated containers

Deposit of Materials in Containers
All solid waste shall be placed inside the appropriate container. Materials deposited in containers such as cardboard boxes and other packaging materials shall be reduced to its smallest volume by bending, breaking and compressing the material before placing it into the containers.

Recyclables
Containers shall be designated for the deposit of acceptable recyclable materials. Recyclable materials shall be placed inside the appropriate container.

Use of Collection Sites
The use of the collection sites will be limited to only those residences and businesses that have paid the current annual availability and disposal fees.

Industrial Wastes
Industrial wastes shall not be deposited at the collection sites. Industrial wastes shall be disposed of at the County Transfer Station or other approved disposal areas.

Contract Collections

No solid waste which has been collected by a contract hauler for a fee, charge, tax, or other compensation shall be accepted at the container site. Such wastes shall be disposed of at the County Transfer Station or other approved solid waste facilities.

Tire Disposal Area—Transfer Station Facility (Landfill) Only

The tire disposal area shall serve as a collection point for discarded automobile tires, truck tires, tractor tires, etc. All tires must be stacked neatly in the collection trailer as to take advantage of the maximum storage capacity of the trailer.

ARTICLE V -- FEES

General

The cost of providing solid waste services in the County shall be recovered by disposal fees, availability fees and industrial fees. These fees are intended to recoup the cost of operating solid waste collection, recycling, transfer and disposal facilities. Fees will be in accordance with the current schedule of fees adopted by the Board of Commissioners. As provided by state law, fees can only be utilized for the specific purpose for which they were collected.

Disposal Fees

All solid wastes will be weighed and a disposal fee will be charged based on weight to cover the cost of disposal in the designated area. The amount of the disposal fee will be in accordance with the current schedule of fees adopted by the Board of Commissioners.

Payment of Disposal Fee

Unless prior arrangements have been made with the Solid Waste Director for periodic billing, all haulers must pay applicable disposal fees at the time the solid waste is delivered. Regular billings will be accomplished in a manner as authorized by the Board of Commissioners. Interest in the amount of one percent (1%) per month will be added to unpaid balances. Additional credit will be withheld on delinquent accounts as directed by the board of Commissioners. A fee of twenty-five dollars (\$25.00) will be charged for returned checks.

Recyclable Materials

There will be no fee charged for acceptable recyclable materials that have been properly separated from the municipal solid waste stream by category. The Solid Waste Director or their authorized personnel shall determine the acceptability of recyclable materials.

Tire Disposal Fees

Except as set forth in N.C. Gen. Stat. §130A-309.58, there will be no fees charged for the disposal of scrap tires.

Annual Household and Business Fees

Annual availability fees and annual disposal fees will be charged to each household and business as directed below.

Annual Availability Fees

An annual availability fee in accordance with the current schedule of fees adopted by the Board of Commissioners shall be charged to each household and business in Duplin County which is located outside the incorporated area of any municipality. Except that households and businesses within incorporated municipalities may be billed upon prior arrangement with the Board of Commissioners.

Purpose of Annual Availability Fee
As authorized by N.C. Gen. Stat. §§ 157A-292 and 293, the annual availability fee is intended to recover the costs of providing and operating the Duplin County solid waste management program.

Exemption to the Annual Availability Fee
There will be no exemption to the annual household and business availability fee except as approved by the Duplin County Board of Commissioners. If the household or business has been completely vacant for the twelve (12) months preceding January 1 of any year, the annual availability fee may be waived. Property that has been occupied within the referenced twelve (12) month period, even where such occupancy is temporary in nature, is not eligible for the exemption set forth herein.

Annual Household and Business Disposal Fee
An annual disposal fee in accordance with the current schedule of fees adopted by the Board of Commissioners will be charged to each household and business in Duplin County which is located outside the incorporated area of any municipality and does not have municipal or private garbage collection. Except that households and businesses within incorporated municipalities may be billed upon prior arrangement with the Board of Commissioners.

Purpose of Annual Household and Business Disposal Fee
The annual household and business disposal fee is intended to recover the costs of disposing of solid waste from households and businesses utilizing the County provided Solid Waste and Recycling Collection Sites.

Exemption of Annual Household and Business Disposal Fees
If the owner of property subject to the annual household and business disposal fee produces an official statement from a licensed/approved solid waste hauler, or the solid waste hauler provides a list to the Tax Administrator in compliance with this section, certifying that paid solid waste collection service was provided for the period billed, then the County Tax Administrator shall issue a release or exemption from the annual disposal fee. The Tax Administrator shall maintain records of the number of exemptions due to private collections. The annual disposal fee shall likewise be waived if the household or business has been completely vacant for the twelve (12) months preceding January 1 of any year, however property that has been occupied within the referenced twelve (12) month period, even where such occupancy is temporary in nature, is not eligible for this exemption.

If a list of properties is provided by a licensed/approved solid waste hauler, that list must contain the physical address for each property being served, the name of the client being served, and the date that such service began for the identified address. The list must further contain a certification that service was being provided to that address as of January 1 in the year for which a waiver is being requested.

Billing of Annual Household and Business Fees
The bill for the annual availability and disposal fees shall be directed to and paid by the owner of the residence or business. In the case of apartment units or rental mobile home units the bill shall be directed to and paid by the owner. Fees shall be billed based on the real property tax listings as of January 1 of each year. The Tax Administrator shall prepare and send bills on or about July 1 of each year.

Payment of Annual Household and Business Fees
As authorized by N.C. Gen. Stat. §§ 105-360 and G. S. 153A-293, solid waste fees shall be billed with the annual ad valorem property tax bill. Fees are payable in the same manner as property taxes and become due upon receipt and past due on January 6 of the following year. Solid waste fees may be collected by the Tax Collector in any manner by which delinquent personal or real property taxes can be collected, including garnishment, attachment and foreclosure. Solid waste fees are a lien on the real property described on the bill that includes the fee. Delinquent solid waste fees become a lien upon publication of the legal notice.

Industrial Fees
In accordance with County Policy, the County will provide solid waste transportation service to the County Transfer Facility or disposal site for industrial customers. The fee will be in accordance with the current schedule of fees adopted by the Board of Commissioners. This fee shall be in addition to applicable disposal fees.

ARTICLE VI - SOLID WASTE STORAGE

General
No owner, occupant, tenant, or lessee of any property may deposit, store, or permit to accumulate any solid wastes upon his property that is not stored or disposed of in a manner consistent with the requirements of this ordinance.

Storage of Solid Waste
Refuse shall be stored in a manner that will not provide harborage to rodents and vermin and which will not create a fire hazard, health hazard, or public nuisance.

Storage Containers
Garbage shall be stored only in a container which is durable and easily cleaned. Containers shall be kept clean so that no odor or other nuisance condition exists.

Removal of Solid Waste
The owner, occupant, tenant or lessee of any property shall remove or cause to be removed all solid wastes from his property at such intervals so as not to create a fire hazard, health hazard or public nuisance. It shall be unlawful for any person to allow garbage or refuse to accumulate or remain on any premises for longer than is reasonably necessary to remove and properly dispose of same as required herein.

Abandoned Refrigerator Storage
No person shall leave outside of any building or dwelling in any place accessible to children, any abandoned or unattended refrigerator, freezer, ice box or other airtight receptacle without first removing the door or locking the door closed.

Neglect of Property
It shall be unlawful for any person to intrude on the rights of others through neglect of property by causing or allowing unsightly garbage, accumulated junk or foul odor to remain in public view or in view from adjoining properties for more than 30 days. This would include operating a commercial or non-commercial junkyard and/or salvage yard that has not been given proper authorization. This includes but is not limited to abandoned homes and buildings.

Accumulation of Trash
It shall be unlawful for any person to maintain a residence, commercial establishment or parcel of land where solid waste is permitted to accumulate in any manner that may:

- 1 - Become a nuisance to others.
- 2 - Effect the value of a neighboring property.
- 3 - Allow trash to be blown, thrown or dumped onto another person's property.
- 4 - Otherwise violate any provision of this ordinance.

ARTICLE VII - SOLID WASTE COLLECTION AND TRANSPORTATION

General

Solid waste within Duplin County shall be collected and transported according to the following requirements of this ordinance and any applicable state law.

- A. The entry into the County Solid Waste Facilities of any vehicle signifies the consent of the owner and driver of the vehicle for its contents to be searched so that the County can insure that no prohibited substance is brought into the area.
- B. All vehicles used to collect, transport, and deposit waste at the County Solid Waste Facilities may be required to supply information giving the name and address of the owner of the vehicle, the source and type of waste to be deposited, and the weight and size of the vehicle.
- C. All vehicles and containers used for the collection of solid waste or refuse collection shall be leak proof and covered with a canvas or other durable material to assure that there is no spillage of wastes. If spillage should occur, the material shall be picked up immediately by the driver of the vehicle from which it spilled and returned to the vehicle or container and the area properly cleaned. Vehicles and containers in which refuse or solid waste is hauled shall be cleaned to prevent odor or other nuisance condition.
- D. All vehicles which are not self-unloading shall arrive at the County Solid Waste Facilities no later than one-half (1/2) hour before the close of the normal operating day. Vehicles which are not self-unloading will be subject to control by the Solid Waste Director so as to minimize vehicle congestion and provide easy access to the fill site for self-unloading vehicles.
- E. All vehicles, both private and commercial, used for the transportation of solid waste or other items to be disposed of at County Solid Waste Facilities shall be covered or loads secured by some effective means to prevent the spillage or loss of waste while being transported. "Effective means" shall mean durable, heavy plastic or canvas tied down or secured to cover the entire load, front to rear and side to side. Loads consisting of building rubbish, limbs, or bulky items shall be secured with rope or tie downs to assure spillage does not occur.
- F. No vehicle shall be allowed to deposit waste at the County Solid Waste Facilities unless the waste is enclosed in the vehicle or secured by methods stated in this section. The Solid Waste Director or their representative shall determine the adequacy of the covering and their decision shall be final. It shall be the responsibility of the driver of the vehicle to make arrangements with the Solid Waste Director concerning delivery of items requiring special handling or immediate covering.
- G.

ARTICLE VIII - ENFORCEMENT

Enforcement Officer

The rules and regulations prescribed in this Ordinance shall be enforced by the department head or other authorized personnel of the Duplin County Health Department, Solid Waste Department, and Sheriff's Office and any other appropriate agencies having duties and responsibilities in the areas of health, solid waste disposal and law enforcement. These agencies are hereby empowered to issue citations upon a violation of this ordinance.

ARTICLE IX - PENALTIES

General

The County may exercise any of the following remedies as authorized by North Carolina General Statutes.

Refusal of Use of Solid Waste Facilities

The Solid Waste Director may deny use of County collection, disposal, transfer and recycling facilities in the following conditions.

- A. The vehicle is hauling prohibited waste.
- B. The driver refuses to pay the appropriate fee as established by this ordinance.

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- C. There is an unpaid balance of fees due to the County.
- D. The vehicle is hauling mixed solid waste which requires various types of handling or disposal to accommodate a single load.
- E. The vehicle or containers are not properly covered or load secured.
- F. The licensed solid waste hauler violates other provisions of this ordinance.

Restitution for Damages

The County may seek restitution for damages or extra expenses including the cost of cleanup, resulting from any violation of this ordinance. The minimum charge for cleanup will be fifty-five dollars (\$55.00). Actual charges will be determined by the Solid Waste Director or authorized personnel.

Fines

The minimum civil penalties for violation of this ordinance shall be as follows:

- A. **Scavenging**—Unauthorized salvaging of discarded items.
First offense \$100
Second offense \$200
Subsequent offenses \$300
- B. **Illegal Dumping**—Illegal dumping including dumping prohibited materials or quantities of materials at County Solid Waste Facilities, or dumping in unapproved areas.
First offense \$150
Second offense \$300
Subsequent offenses \$500
- C. **Dumping in Waterways**—Illegal dumping in waterways including streams, creeks, rivers, lakes or ponds.
First offense \$300
Second offense \$400
Subsequent offenses \$500
- D. **Illegal Burning**—Illegal burning of refuse, garbage, rubbish, tires, shingles, asphalt or other petroleum product for the purpose of disposal.
First offense \$250
Second offense \$350
Subsequent offenses \$500
- E. **Improper Transportation**—Improper transportation, improper vehicles or improper license by contract haulers or solid waste.
First offense \$100
Second offense \$200
Subsequent offenses \$400
- F. **Litering at Solid Waste Facilities**—Litering includes failure to place all solid waste spilled in transferring it from the transport vehicle to the container, or leaving solid waste at a closed facility.
First offense \$150
Second offense \$300
Subsequent offenses \$500
- G. **Unauthorized Scrap Tire Collection Site**—Operating a scrap tire collection site containing more than 50 tires.
First offense \$150

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Second offense \$100
Subsequent offenses \$500

H. **Failure to Remove Solid Waste or Bulky Waste**—Failure to remove solid waste or bulky waste within the 30 days allowed under a “Notice of Violation.”

First offense \$150
Second offense \$300
Subsequent offenses \$500

I. **Other Violations**—Violation of any other provision of this ordinance or the North Carolina Division of Health Services Waste Management rules.

First offense \$150
Second offense \$300
Subsequent offenses \$500

Notice of Violation

At the discretion of the Duplin County Solid Waste Director or Enforcement officer, a “Notice of Violation” may be issued instead of a fine for a period of no more than 30 days for cleanup.

ARTICLE X—LEGAL PROVISIONS

Transfer of Ownership

Upon receipt at County facilities, ownership of all acceptable solid wastes and recyclables passes to the County.

Violations General

It shall be the duty and responsibility of each citizen to dispose of their solid waste as required by this ordinance. It shall be a violation of this ordinance for any person to store, collect, transport, or dispose of any solid waste in a manner inconsistent with the requirements of this ordinance.

Illegal Dumping

If any solid waste disposed of in violation of this ordinance can be identified as having last belonged to, been in the possession of, sent to or received by or to have been the property of any person prior to being disposed of, such identification shall be presumed to be prima facie evidence that such person disposed of or caused to be disposed of such solid waste in violation of this ordinance.

Vandalism

No person shall intentionally cause damage to any County solid waste facility.

Loitering

No person shall loiter, congregate or leave any vehicle unattended on any County-owned solid waste facility.

Prosecution

In addition to or in lieu of the civil penalties described herein, violations of this ordinance may be prosecuted as misdemeanors in accordance with the General Statutes of North Carolina. In the case of criminal violations, each day a violation occurs or continues to occur shall be a separate offense and that person or firm in violation of this ordinance shall be subject to a fine not exceeding five hundred dollars (\$500.00) and imprisonment not exceeding thirty (30) days for each offense.

Other Remedies

Equitable remedies may be used to enforce this Ordinance, and any unlawful condition existing in violation of the Ordinance may be subject to an injunction or order of abatement.

Complaints

Whenever a violation of this ordinance occurs, or is alleged to have occurred, any person may file a written complaint with the enforcement agencies stating the cause and basis for the complaint. The enforcement agency shall record the complaint, investigate and take such action as may be necessary to enforce this ordinance.

Liability

The County provides the solid waste facilities as a public service. However, neither the County nor its employees shall be liable for any damages to personal property nor personal injury resulting from the use of these facilities.

Appeal

The County Manager shall hear and decide appeals and review any orders, requirements, decisions, or determinations made as a result of the administration or enforcement of this ordinance.

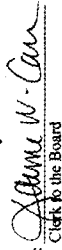
Effective Date

This ordinance became effective and in full force from and after the 1st day of February, 2021.

Amended by the Duplin County Board of Commissioners this the 2nd day of December 2024.


Chairman
Duplin County Board of Commissioners



ATTEST: 
Clerk to the Board

060838

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LL 10-10-24
W 10-10-24
R 10-10-24

TOWN OF WALLACE
FOR RELEASE DATE OCTOBER 21, 2024

NAME	TOWNSHIP	YONK	TAX YEAR	ACCOUNT NUMBER	RELEASE DATE	LATE FEE	FINES	TOTAL	REMARKS
WILLIAMS, ANDREW	09	179	2024	00000009	10/21/24	\$ 279.00	\$ -	\$ 279.00	APPLIED LATE FOR VETERAN EXEMPTION
GRAND TOTAL						\$ 279.00	\$ -	\$ 279.00	

SUBMITTED BY: *[Signature]*
DATE APPROVED: 11/17/24
[Signature]
Deputy Tax Collector Wallace, ME

LL 10-18-24
W 10-18-24
R 10-18-24

TOWN OF WALLACE
FOR RELEASE DATE OCTOBER 21, 2024

NAME	TOWNSHIP	YONK	TAX YEAR	ACCOUNT NUMBER	RELEASE DATE	LATE FEE	FINES	TOTAL	REMARKS
FOOD LION, LLC	09	179	2024	00000009	10/21/24	\$ 11,824.16	\$ -	\$ 11,824.16	CHANGED PROPERTY FROM PERSONAL TO REAL FOR BUSINESS IN BILLING PERIOD IN BILLING PERIOD IN BILLING PERIOD
SPECTRUM SOUTHEAST, LLC	09	179	2024	00001798	10/21/24	\$ -	\$ -	\$ -	
SPECTRUM SOUTHEAST, LLC	09	179	2024	00001798	10/21/24	\$ -	\$ -	\$ -	
GRAND TOTAL						\$ 11,824.16	\$ -	\$ 11,824.16	

SUBMITTED BY: *[Signature]*
DATE APPROVED: 11/17/24
[Signature]
Deputy Tax Collector Wallace, ME

Duplin County Center
165C Agriculture Drive
Kenansville, NC 28349

Website: <https://duplin.ces.ncsu.edu>
Duplin County Center-NCCE Facebook: <https://go.ncsu.edu/zgvr9a>
4-H Facebook: <https://go.ncsu.edu/om33pe2>

Phone: 910.296.2143
Fax: 910.296.2191

Amanda Hatcher
County Extension
Director, Livestock

Wanda Bell
Administrative Assistant:
Director, 4-H, Family &
Consumer Sciences

Wanda Hargrove
Support Specialist:
Agriculture, Livestock,
Facilities Coordinator

Jessica Hall
Livestock and Forages

Della King
Agriculture, Field Crops

Tom Hroza
Horticulture

Rachel Ezzell
Family and Consumer
Science

Walter Adams
Agriculture & Natural
Resources Technician
NC A&T State

Bridget Huffman
4-H Youth Development

Charmae Kendall
4-H Program Assistant,
Youth

Agriculture/Livestock

Jasmine Williams
4-H Prevention
Coordinator

Notes from the Director..... Amanda Hatcher

- Met with Voluntary Agricultural District board and made preparations for quarterly meeting
 - Attended Poultry Advisory meeting
 - Attended county department head meeting and conducted staff meeting
 - Attended open enrollment zoom update for state
 - Transported Best of Fair items from county fair to the state fair - the youth and adult entry from Duplin County won Best of Fair at the State Fair in their respective divisions
 - Attended Duplin County Partnership for Career Planning meeting
 - Assisted with NRA Foundation grant for 4-H Shooting Sports program
- Livestock**..... Amanda Hatcher, Livestock and Forage
- Conducted 10-hour initial animal waste class for 10 people
 - Hosted Anaerobic Digester training with 34 people attending
 - Prepared for animal waste continuing education trainings coming up in November and December
 - Assisted 2 farmers in crop management and 42 farmers in nutrient management
 - Face-to-face contacts: 184, Non face-to-face contacts: 1,986

Livestock..... Jessica Hall, Livestock and Forage

- Continued with WNC relief efforts, thanks to everyone who donated! We are still accepting donations!
- Volunteered in WNC distributing supplies at an ag site
- Hosted a Bull Breeding Soundness Exam Clinic where over 30 bulls were tested and given vaccines and dewormer donated by Zoetis
- Began 4-H Dairy calf project, practicing every Tuesday and Thursday
- Handled out Youth Livestock Showmanship Circuit Awards for cattle at the State Fair
- Hosted the Cattle Industry Assessment Referendum Vote for Duplin County cattle owners
- Conducted farm visits and technical assistance
- Face-to-face contacts: 349, Non face-to-face contacts: 5,143



Britt Building

Monthly Usage

October

Total number of events:
47

Total attendance for the events:
9,246

Public events:
46

Private events:
1

North Carolina State University and North Carolina A&T State University commit themselves to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, age, veteran status or disability. In addition, the two Universities welcome all persons without regard to sexual orientation. North Carolina State University, North Carolina A&T State University, U.S. Department of Agriculture, and local governments cooperating.

Field Crops..... Della King, Field Crop Agent

- Answered questions on seeding rates for what and cover crop. This can vary depending on the growers goal with the crop. In addition, field conditions finally improved so the Irrigated Corn Variety Plot could be harvested.
- Participated in the Launch of a New Soybean Tool - BeanPack Launch Webinar
- Attended Dicamba Update (Over the Top Soybeans/Cotton) Zoom. Peanut Maturity Clinic, Monthly Extension Water Resources Ag Drainage and Irrigation Team Zoom, Grains Agronomic Program Team Zoom, and N.C. PSI Extension Agent Network Monthly Meeting
- Assisted 4-H throughout the month to feed and water show animals
- Served as a Judge for the Onslow County Fair
- Participated in the Asiatic Garden Beetle as an Emerging Pest of Corn
- Attended N.C. PSI Extension Agent Network Monthly Meeting
- Face-to-face contacts: 67, Non face-to-face contacts: 119

Horticulture..... Tom Hroza, Horticulture

- Answered questions about Turf grass, which was a hot topic with everyone wanting to spruce up their yard for fall. At the top of the list should be Soil testing and disease control.
- Conducted Mushroom workshop with 14 in attendance. Demonstrated planting Wine Cap and Morel mushrooms in beds behind the office. (Picture left)
- Led Beekeepers meeting. The beekeepers announced bee school starting in January.
- Attended Sweet Potato workshop in Sampson County at the research station. Nematodes are the big challenge now in this crop.
- Led Friends of Horticulture. Program consisted of winter crops and crops that could be useful in times of disasters. Talked about pecans, which are plentiful, however, the price is still around \$10 a pound.
- Face-to-face contacts: 75, Non face-to-face contacts: 1,100



Family and Consumer Science (FCS)..... Rachel Ezzell, FCS Agent

- Met with Exceptional Children (EC) team including Wallace-Rose Hill, North Duplin, and James Kenan. Began nutrition education programming with their students. We read a book, did an activity, and had a taste test all revolving around fruits.
- Completed paperwork related to SNAP-Ed grant funding that follows the federal fiscal year calendar.
- Began Color Me Healthy (food and nutrition education) programming with Kenansville Elementary Pre-K. We will continue visiting both Pre-K classrooms throughout the school year while partnering to support their school garden.

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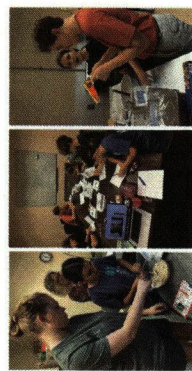
- Completed the sixth and final session of our nutrition education series (Med Instead of Meats). Each session includes a lecture type presentation followed by hands on cooking time in the kitchen related to the topic of the week. Each participant received a produce bag from the Food Bank of Central and Eastern NC to extend their learning. (Picture Above)
- Face-to-face contacts: 164. Non face-to-face contacts: 302

Agriculture & Natural Resources.....Walter Adams, Tech. (Duplin/Lenoir)

- Assisted with mushroom workshop
- Attended NC A&T Fall zoom meeting
- Answered calls on pesticide licenses and exams
- Answered calls on pesticide disposal
- Face-to-face contacts: 24. Non face-to-face contacts: 55

4-H and Youth Development.....Bridget Huffman, 4-H Agent

- Attended NAE4-HYDP Conference in Boise, Idaho, where Bridget Huffman received the Meritorious Service Award. (Picture left)
- Participated in the 2024 Duplin County Library Trunk or Treat. (Picture right)
- Visited 4-H afterschool sites in Warsaw and Wallace - DNA 4-H Club and Lynda's Funtime Junction.
- Attended the DAISY meeting and was voted in as DAISY President.
- Attended county staff updates, 4-H updates and trainings, reports, and State Extension updates.



- Attended Duplin County Partnership for Children's annual meeting.
- Led monthly 4-H Teen Meeting. Our focus was on Teamwork Tuesday for National 4-H Week and the teens put their teamwork skills to work making cookies and writing letters to Western NC. (Picture right)
- Face-to-face contacts: 1,659, Non face-to-face contacts: 1,550

Charmac Kendall, 4-H Agriculture/Livestock Program Assistant



- Assisted Livestock Agent with Dairy Project
- Officiated at Mount Olive Livestock Judging Contest
- Coordinated Chicken Showmanship Workshop & Coordinate Down East Chicken Show
- Assisted youth at the NC State Fair who brought livestock projects in addition to helping with Eastern Showmanship Awards before each species showmanship contests and coordinated Round Robin Showmanship Invitational
- Face-to-face contacts: 596, Non face-to-face contacts: 1,835

Jasmine Williams, 4-H Prevention Coordinator

- Attended the ICPC and DAISY meetings.
- Attended Mental/Behavioral/Substance Use Sub-Committee.
- Attended the PFS Team Monthly meeting and the PFS Monthly meeting.
- Provided Youth Prevention Education - Too Good for Drugs Grade 3 at B.F. Grady Elementary School.
- Continued monthly merchant education activities for Duplin County.

SENIOR SERVICES
REPORT OF SERVICES

PROGRAM	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24
NONPROFIT ORGANIZATIONS								
Links of Service	2763	3226	3199	3139	3118	3137	3107	3171
Clients Served	128	137	120	137	124	133	137	137
Wellness Checks/Community Outreach	0	0	0	3	3	2	3	0
# of volunteers hrs	224	26	29	28	25	26	25	33
COMMERCIAL CARE								
Links of Service	1115	1280	880	845	1205	920	1385	1075
Clients Served	57	64	63	63	52	46	53	62
Waiting List	0	0	16	16	5	5	5	5
# of volunteers hrs	31	44	23	25	25	27	21	20
# of volunteer hrs	38	19	21	28	28	24	33	28
ADULT PROTECTION								
Links of Service	101	137	151	143	137	165	159	181
Clients Served	10	11	10	10	10	10	16	15
ADULT CARE								
Links of Service	447	450	581	448	484	440	430	539
Clients Served	78	74	67	75	73	76	76	76
Waiting List	31	31	28	28	28	32	32	27
ADULT								
# of cases	29	93	108	81	81	98	97	109
ADULT & SENIOR SERVICES								
Links of Service	0	0	0	0	0	0	0	0
Clients Served	0	0	0	0	0	0	0	0
Waiting List	0	0	0	0	0	0	0	0
# of volunteers hrs	0	0	0	0	0	0	0	0
# of volunteer hrs	0	0	0	0	0	0	0	0
ADULT PROTECTION PROGRAM								
Persons served w/vouchers	2	2	1	3	0	0	3	2
ADULT PROTECTION SERVICES								
Clients Served	0	0	0	1	0	0	0	0
ADULT SERVICES								
Links of Service	0	0	0	12	13	7	0	0
Turnover rate	0	0	0	0	0	0	0	0
ADULT SERVICES PROGRAM								
Links of Service	28	283	149	296	190	159	497	174
Clients Served	36	38	21	29	33	32	39	39
# of volunteers hrs	2	13	5	10	2	10	10	10
# of volunteer hrs	4	14	12	3	13	3	14	22
ADULT SERVICES PROGRAM								
Links of Service	31	248	279	272	169	186	105	8
Clients Served	14	14	15	12	10	9	9	0
ADULT SERVICES PROGRAM								
Links of Service	10	8	17	13	23	20	32	18
Clients Served	10	8	17	13	23	20	32	18
ADULT SERVICES PROGRAM								
Number of hours	41	2	0	60.25	0	0	12	0
Number of staff	3	2	0	13	0	0	17	0
ADULT SERVICES PROGRAM								
Number of hours	15	164	12	0	0	3	16	12
Number of volunteers	2	3	0	0	0	1	1	2
ADULT SERVICES								
Meals Prepared	238	2395	2538	2111	2073	1608	2128	1805
Total Expenditures	\$ 22,362.18	\$ 23,688.83	\$ 20,388.00	\$ 24,242.17	\$ 19,355.34	\$ 21,180.92	\$ 21,062.82	\$ 24,099.02
Price per meal	\$ 9.32	\$ 10.79	\$ 8.11	\$ 11.48	\$ 9.57	\$ 13.11	\$ 9.85	\$ 13.58
ADULT SERVICES - SUPPORT STAFF								
Persons served	0	3	3	2	0	0	3	2

Social Services

Program Area	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24
ADULT PROTECTION								
Links of Service	101	137	151	143	137	165	159	181
Clients Served	10	11	10	10	10	10	16	15
ADULT CARE								
Links of Service	447	450	581	448	484	440	430	539
Clients Served	78	74	67	75	73	76	76	76
Waiting List	31	31	28	28	28	32	32	27
ADULT								
# of cases	29	93	108	81	81	98	97	109
ADULT & SENIOR SERVICES								
Links of Service	0	0	0	0	0	0	0	0
Clients Served	0	0	0	0	0	0	0	0
Waiting List	0	0	0	0	0	0	0	0
# of volunteers hrs	0	0	0	0	0	0	0	0
# of volunteer hrs	0	0	0	0	0	0	0	0
ADULT PROTECTION PROGRAM								
Persons served w/vouchers	2	2	1	3	0	0	3	2
ADULT PROTECTION SERVICES								
Clients Served	0	0	0	1	0	0	0	0
ADULT SERVICES								
Links of Service	0	0	0	12	13	7	0	0
Turnover rate	0	0	0	0	0	0	0	0
ADULT SERVICES PROGRAM								
Links of Service	28	283	149	296	190	159	497	174
Clients Served	36	38	21	29	33	32	39	39
# of volunteers hrs	2	13	5	10	2	10	10	10
# of volunteer hrs	4	14	12	3	13	3	14	22
ADULT SERVICES PROGRAM								
Links of Service	31	248	279	272	169	186	105	8
Clients Served	14	14	15	12	10	9	9	0
ADULT SERVICES PROGRAM								
Links of Service	10	8	17	13	23	20	32	18
Clients Served	10	8	17	13	23	20	32	18
ADULT SERVICES PROGRAM								
Number of hours	41	2	0	60.25	0	0	12	0
Number of staff	3	2	0	13	0	0	17	0
ADULT SERVICES PROGRAM								
Number of hours	15	164	12	0	0	3	16	12
Number of volunteers	2	3	0	0	0	1	1	2
ADULT SERVICES								
Meals Prepared	238	2395	2538	2111	2073	1608	2128	1805
Total Expenditures	\$ 22,362.18	\$ 23,688.83	\$ 20,388.00	\$ 24,242.17	\$ 19,355.34	\$ 21,180.92	\$ 21,062.82	\$ 24,099.02
Price per meal	\$ 9.32	\$ 10.79	\$ 8.11	\$ 11.48	\$ 9.57	\$ 13.11	\$ 9.85	\$ 13.58
ADULT SERVICES - SUPPORT STAFF								
Persons served	0	3	3	2	0	0	3	2

DUPON COUNTY CHILD SUPPORT
MONTHLY REPORT
Oct-24

TOTAL CHILD SUPPORT COLLECTED	\$ 426,807.45
TOTAL ABSENT PARENT CASES	2215
TOTAL CLIENTS SERVED	1668
TOTAL CHILDREN SERVED	2388
BREAKDOWN OF CASE AS FOLLOWS	
ENFORCEMENT	2042
ESTABLISHMENT	81
PATERNITY	41
LOCATION	51
CGSIS LOCATES COMPUTERSYSTEM AND MANUAL	4
ORDERS ESTABLISHED/MODIFIED	
BY VOLUNTARY SUPPORT AGREEMENT/CIVIL	38
MODIFICATIONS	15
REVIEWS/NO MOD. NEEDED	0
TOTAL	51
PATERNITY ESTABLISHED	6
GENETIC TEST COMPLETED (LAB CORP)	9
GENETIC TEST COMPLETED (online)	0
ENVIRONMENTAL ACTIONS (OTHER)	76
WAGE WITHHOLDING ESTABLISHED	806
INTERSTATE ACTIVITY	
NOTICE ACTION MAILED	2
ORDERS SENT FOR REGISTRATION	0
GENERAL STATUS REQUEST MAILED/ELECTRONIC	301
ENFORCEMENT STATUS REQUEST APPLIED	51
REQUEST FOR REVIEWS TO OTHER STATE	2
CHANGE OF PAYEE/DIRECTION	1
CHILDREN REGISTERED	2
ORDERS ESTABLISHED	11
TOTAL CLIENT SEEN IN IV-D	62
TOTAL VISITORS IN IV-D	1
SHOW CAUSES AND ORDERS FOR ARREST ISSUED IN COUNTY	72
SHOW CAUSES AND ORDERS FOR ARREST SERVED IN COUNTY	53
SHOW CAUSES SENT BY REGULAR MAIL IN COUNTY	4
SHOW CAUSES AND ORDERS FOR ARREST RETURNED NOT SERVED IN COUNTY	15
SHOW CAUSES AND ORDER FOR ARREST ISSUED OUT OF COUNTY	35
SHOW CAUSES AND ORDER FOR ARREST SERVED OUT OF COUNTY	29
SHOW CAUSES SENT BY REGULAR MAIL OUT OF COUNTY	3
SHOW CAUSES AND ORDER FOR ARREST RETURNED NOT SERVED OUT OF COUNTY	6