



**BOARD OF COUNTY COMMISSIONER'S MEETING**

**Monday, December 16<sup>th</sup>, 2024**

**224 Seminary Street**

**Kenansville, N.C. 28349**

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, December 16<sup>th</sup>, 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.

**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. Commissioner J. Edwards asked to remove Item #6 from the agenda (Resolution #4 – Resolution by the County of Duplin to Direct the Expenditure of the Opioid Settlement Funds)

Motion was made by Commissioner J. Edwards, seconded by Commissioner Dowe, carried unanimously, to approve the meeting agenda with the removal of an item as requested by Commissioner J. Edwards.

**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 December 2<sup>nd</sup>, 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 Garner, seconded by Commissioner Branch, carried unanimously to approve consent agenda items as listed: Budget Amendments Journal Entry Proof; Tax and Solid Waste Releases - #22501- #22526; Approve Late Land Use Applications; Applications to Assume Land Use; Applications for Elderly/Disability/Veterans Exclusion; and Applications for Property Tax Exemption as Timely Filed; Accept CDC Enhancing Seasonal Influenza Vaccine Efforts for Farmworkers AA 720-1 Funding in the Amount of \$2,500 and Approve the Associated Budget Amendment; Accept Additional Breast and Cervical Cancer Program AA 452 Revision #1 Funding in the Amount of \$32,500 and Approve the Associated Budget Amendment; Approve to Confirm Duplin County's Child Fatality Prevention Team as a Local, Single-Team and Approve the Health Director to Sign the Memo as Provided; Accept AA 701 Funding in the Amount of \$1,949; and Approve the Associated Budget Amendment (G) Approve the North Carolina Education Lottery Application in the Amount of \$75,000 for Duplin County Schools and Authorize the Chairman to Sign; Approve a Lease Agreement Between the County of Duplin and Ross Thornton to Lease County Owned Property at WestPark Business and Industrial Park in Warsaw; Adopt a Resolution Approving Agricultural Lease of County Owned Land, WestPark Business and Industrial Park; and Authorize the Chairman to Sign; Schedule a Public Hearing for January 6<sup>th</sup>, 2025 to Receive Public Comments to Consider a Text Amendment to the Duplin County Unified Development Ordinance (UDO); Award Daniel Steiner d.b.a. Snatch-it Clearing the Muddy Creek Section 1 M Debris Removal Project Contract in the Amount of \$14,431 and Authorize the Chairman to Sign; Award Daniel Steiner d.b.a. Snatch-it Clearing the Island Creek Section 1 Debris Removal Project Contract in the Amount of \$28,293 and Authorize the Chairman to Sign; Award Daniel Steiner d.b.a. Snatch-it Clearing the North East Cape Fear River Section 6 Streamflow Rehabilitation (StRAP) Contract in the Amount of \$121,342 and Authorize the Chairman to Sign; Award Hall's Tree Service the North East Cape Fear River Sections 1, 2, 3, 4 and 5 Debris Removal Project Contract in the amount of \$554,622 and Authorize the Chairman to Sign; Award Hall American Property Pros LLC the Rockfish Creek Section 5 Debris Removal Project Contract in the amount of \$35,587 and Authorize the Chairman to Sign; Accept ECC-AAA ARPA Funds in the Amount of \$63,358; authorize Melisa Brown to Sign Associated Documents; and Approve the Associated Budget Amendment; Appoint Katie Nunalee to the Juvenile Crime Prevention Council (JCPC) as the District Attorney's Office Representative to Replace Jason McGuirt.

**ITEMS TO BE MADE PART OF MINUTES**

Administrative Budget Amendment Journal Entry Report

**AGENDA**

**Public Comments**

No public comments.

**End Public Comments**

Chairman Edwards received road concerns on behalf of the North Carolina Department of Transportation. Angela Mainor asked for an update on a crosswalk sign between James Kenan High School and Gove Run Subdivision. Chairman Edwards stated that it had been brought to NCDOT's attention and they are investigating it. Bryan Miller, County Manager, added that was still under review by NCDOT. Commissioner Branch stated that there had been conversations with the School Board.

Brandon McMahon, Emergency Medical Services Director; Dustin Swinson, Emergency Medical Services Training Officer; and Dr. Jon Kornegay, Emergency Medical Services Medical Director, appeared before the Board to present Paramedic James Michael Miller and EMT Kassi Turnage a Life Saver Award for their roles in successfully resuscitating a fifteen (15) year old victim of sudden cardiac arrest.

Josh Raynor, Airport Director, appeared before the Board to request acceptance of grant funds in the amount of \$1,260,000 from the North Carolina Department of Transportation, Division of Aviation for construction of Connector Taxiway A3. This grant also requires a ten percent (10%) County match in the amount of \$140,000. The Duplin County Airport Commission requested the use of it fund balance for the source of the ten percent (10%) local match.

Motion was made by Commissioner Dowe, seconded by Commissioner Branch, carried unanimously, to accept grant funds in the amount of \$1,260,000 from the North Carolina Department of Transportation, Division of Aviation for construction of Connector Taxiway A3 with a required County Match of \$140,000 to come from the Duplin County Airport Commission fund balance; authorize the Chairman to sign the Capital Project Ordinance Amendment; authorize the Airport Director to sign all grant related documents; and approve the associated budget amendment.

Josh Raynor, Airport Director, appeared before the Board to request to award a construction contract to St Wooten. The airport advertised and received bids for the construction of Connector Taxiway A3. ST Wooten was the low bidder at \$1,100,675.00. The NC Department of Transportation, Division of Aviation provided 90% grant funding for the construction of the connector taxiway A3.

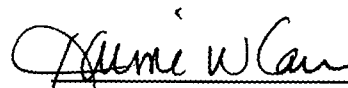
Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously, to award the Connector Taxiway A3 Construction contract to ST Wooten in the amount of \$1,100,675 and authorize the Chairman to sign.

Bryan Miller, County Manager, appeared before the Board to request the adoption of a Resolution of the Duplin County Board of Commissioners Creating a Consolidated Health and Human Services Agency and Exercising its Powers to Assume Control of the Activities of a Consolidated Human Services Board.

Motion was made by Commissioner J. Edwards, seconded by Commissioner Branch, carried 4-1, with Commissioners D. Edwards, J. Edwards, Branch, and Dowe voting for and Commissioner Garner voting against to adopt a Resolution of the Duplin County Board of Commissioners Creating a Consolidated Health and Human Services Agency and Exercising its Powers to Assume Control of the Activities of a Consolidated Human Services Board and authorize the Chairman to sign.

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

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously to adjourn until Monday, January 6<sup>th</sup>, 2025 at 6:00 p.m. for a Commissioners Meeting at the Administrative Building, located at 224 Seminary Street in Kenansville, N.C.

  
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Jaime W. Carr  
Clerk to the Board

Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND
2025 06	102	12/17/2024			BUA 121624C	1	1
1	5111	42724	ENVIRONMENTAL HEALTH	CREDIT CARD CHARGES	2,000.00	-1,600.00	400.00
	10-50-5100-5111-000-42724				12/17/2024		
2	5111	41990	ENVIRONMENTAL HEALTH	PROFESSIONAL SERVICES	30,400.00	-300.00	30,100.00
	10-50-5100-5111-000-41990-				12/17/2024		
3	5110	41990	HEALTH	PROFESSIONAL SERVICES	51,740.00	-5,778.00	45,962.00
	10-50-5100-5110-000-41990				12/17/2024		
4	5113	43110	COMMUNICABLE DISEASE	TRAVEL	1,785.00	-100.00	1,685.00
	10-50-5100-5113-000-43110				12/17/2024		
5	5114	42370	IMMUNIZATIONS	INJECTABLES	177,334.00	-2,000.00	175,334.00
	10-50-5100-5114-000-42370				12/17/2024		
6	5124	42500	TUBERCULOSIS	VEHICLE GASOLINE	260.00	-35.00	225.00
	10-50-5100-5124-000-42500				12/17/2024		
7	5165	42980	WIC-CLIENT SERVICES	PROGRAM SUPPLIES	3,800.00	-950.00	2,850.00
	10-50-5100-5165-000-42980				12/17/2024		
8	5167	44300	CHILD HEALTH	RENT	560.00	-400.00	160.00
	10-50-5100-5167-000-44300				12/17/2024		
9	5167	42980	CHILD HEALTH	PROGRAM SUPPLIES	5,100.00	-680.00	4,420.00
	10-50-5100-5167-000-42980				12/17/2024		
10	5185	41990	COVID Pandemic Recovery	PROFESSIONAL SERVICES	192,150.00	-300.00	191,850.00
	10-50-5100-5185-000-41990				12/17/2024		
11	5191	42600	Supporting Womens Health	OFFICE SUPPLIES	482.00	-138.00	344.00
	10-50-5100-5191-000-42600				12/17/2024		
12	5111	43530	ENVIRONMENTAL HEALTH	REPAIRS VEHICLES	5,062.60	900.00	5,962.60
	10-50-5100-5111-000-43530				12/17/2024		
13	5111	43110	ENVIRONMENTAL HEALTH	TRAVEL	750.00	700.00	1,450.00
	10-50-5100-5111-000-43110				12/17/2024		
14	5111	43510	ENVIRONMENTAL HEALTH	REPAIRS BUILDING AND GROUNDS	4,965.00	300.00	5,265.00
	10-50-5100-5111-000-43510				12/17/2024		
15	5110	43510	HEALTH	REPAIRS BUILDING AND GROUNDS	10,000.00	5,700.00	15,700.00
	10-50-5100-5110-000-43510				12/17/2024		

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Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND
2025 06	102	12/17/2024			BUA 121624C	1	1
16	5110	42500	HEALTH	VEHICLE GASOLINE	950.00	68.00	1,018.00
	10-50-5100-5110-000-42500				12/17/2024		
17	5110	41700	HEALTH	BOARD EXPENSE	1,000.00	10.00	1,010.00
	10-50-5100-5110-000-41700				12/17/2024		
18	5113	43540	COMMUNICABLE DISEASE	SOFTWARE MAINTENANCE	750.00	100.00	850.00
	10-50-5100-5113-000-43540				12/17/2024		
19	5114	43540	IMMUNIZATIONS	SOFTWARE MAINTENANCE	4,100.00	2,000.00	6,100.00
	10-50-5100-5114-000-43540				12/17/2024		
20	5124	43530	TUBERCULOSIS	REPAIRS VEHICLES	.00	35.00	35.00
	10-50-5100-5124-000-43530				12/17/2024		
21	5165	43210	WIC-CLIENT SERVICES	TELEPHONE	1,757.00	800.00	2,557.00
	10-50-5100-5165-000-43210				12/17/2024		
22	5165	43540	WIC-CLIENT SERVICES	SOFTWARE MAINTENANCE	1,500.00	100.00	1,600.00
	10-50-5100-5165-000-43540				12/17/2024		
23	5165	43530	WIC-CLIENT SERVICES	REPAIRS VEHICLES	195.00	50.00	245.00
	10-50-5100-5165-000-43530				12/17/2024		
24	5167	41990	CHILD HEALTH	PROFESSIONAL SERVICES	25,800.00	980.00	26,780.00
	10-50-5100-5167-000-41990				12/17/2024		
25	5167	43540	CHILD HEALTH	SOFTWARE MAINTENANCE	2,250.00	100.00	2,350.00
	10-50-5100-5167-000-43540				12/17/2024		
26	5185	43540	COVID Pandemic Recovery	SOFTWARE MAINTENANCE	300.00	300.00	600.00
	10-50-5100-5185-000-43540				12/17/2024		
27	5191	42980	Supporting Womens Health	PROGRAM SUPPLIES	1,700.00	138.00	1,838.00
	10-50-5100-5191-000-42980				12/17/2024		
** JOURNAL TOTAL						0.00	
2025 06	136	12/17/2024			BUA 121624C	1	1
1	4530	38390	AIRPORT	MISCELLANEOUS	-10,000.00	-542.51	-10,542.51
	65-70-4530-0000-000-38390				12/17/2024		

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Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
ACCOUNT					DATE	CHANGE	BUDGET
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND							
2025	06	136	12/17/2024	BUA 121624C	1	2	
2	4530	42700	AIRPORT	CONCESSION EXPENSE	500.00	542.51	1,042.51
		65-70-4530-0000-000-42700-			12/17/2024		
** JOURNAL TOTAL						0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND							
2025	06	137	12/17/2024	BUA 121624C	1	1	
1	4100	39951	GENERAL FUND	FUND BAL CARRY FWD GRANTS	-1,286,246.63	-485,704.00	-1,771,950.63
		10-41-4100-0000-000-39951			12/17/2024		
2	5183	40121	COVID PH Regional Workforce	SALARIES	.00	9,000.00	9,000.00
		10-50-5100-5183-000-40121			12/17/2024		
3	5183	40181	COVID PH Regional Workforce	SOCIAL SECURITY	.00	1,500.00	1,500.00
		10-50-5100-5183-000-40181			12/17/2024		
4	5183	40182	COVID PH Regional Workforce	RETIREMENT	.00	1,500.00	1,500.00
		10-50-5100-5183-000-40182			12/17/2024		
5	5183	40183	COVID PH Regional Workforce	HOSPITAL INSURANCE	.00	2,950.00	2,950.00
		10-50-5100-5183-000-40183			12/17/2024		
6	5183	40184	COVID PH Regional Workforce	Life Insurance	.00	50.00	50.00
		10-50-5100-5183-000-40184			12/17/2024		
7	5183	41990	COVID PH Regional Workforce	PROFESSIONAL SERVICES	.00	453,254.00	453,254.00
		10-50-5100-5183-000-41990			12/17/2024		
8	5183	43110	COVID PH Regional Workforce	TRAVEL	.00	9,000.00	9,000.00
		10-50-5100-5183-000-43110			12/17/2024		
9	5183	45003	COVID PH Regional Workforce	Mini Grant	.00	7,500.00	7,500.00
		10-50-5100-5183-000-45003			12/17/2024		
10	5183	42600	COVID PH Regional Workforce	OFFICE SUPPLIES	.00	250.00	250.00
		10-50-5100-5183-000-42600			12/17/2024		
11	5183	42980	COVID PH Regional Workforce	PROGRAM SUPPLIES	.00	500.00	500.00
		10-50-5100-5183-000-42980			12/17/2024		
12	5183	43540	COVID PH Regional Workforce	SOFTWARE MAINTENANCE	.00	200.00	200.00
		10-50-5100-5183-000-43540			12/17/2024		
** JOURNAL TOTAL						0.00	

Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
ACCOUNT					DATE	CHANGE	BUDGET
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND							
2025	06	138	12/17/2024	BUA 121624C	1	1	
1	4100	39951	GENERAL FUND	FUND BAL CARRY FWD GRANTS	-1,286,246.63	-10,388.52	-1,296,635.15
		10-41-4100-0000-000-39951			12/17/2024		
2	4322	41990	2015 SCAAP	PROFESSIONAL SERVICES	.00	10,388.52	10,388.52
		10-43-4310-4322-000-41990			12/17/2024		
** JOURNAL TOTAL						0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND							
2025	06	140	12/17/2024	BUA 121624C	1	1	
1	4130	40181	FINANCE	SOCIAL SECURITY	37,737.00	-5,000.00	32,737.00
		10-41-4100-4130-000-40181			12/17/2024		
2	4130	40121	FINANCE	SALARIES	488,791.00	-5,000.00	483,791.00
		10-41-4100-4130-000-40121			12/17/2024		
3	4230	40121	INFORMATION TECHNOLOGY	SALARIES	554,904.00	-5,000.00	549,904.00
		10-41-4100-4230-000-40121			12/17/2024		
4	4310	40183	SHERIFF	HOSPITAL INSURANCE	563,254.00	-10,000.00	553,254.00
		10-43-4310-0000-000-40183			12/17/2024		
5	4370	42500	EMERGENCY MEDICAL SERVICES	VEHICLE GASOLINE	160,000.00	-10,000.00	150,000.00
		10-43-4330-4370-000-42500			12/17/2024		
6	4320	40181	JAIL	SOCIAL SECURITY	121,218.00	-10,000.00	111,218.00
		10-43-4310-4320-000-40181			12/17/2024		
7	4320	40121	JAIL	SALARIES	1,557,442.00	-40,000.00	1,517,442.00
		10-43-4310-4320-000-40121			12/17/2024		
8	4370	41990	EMERGENCY MEDICAL SERVICES	PROFESSIONAL SERVICES	158,000.00	-60,000.00	98,000.00
		10-43-4330-4370-000-41990			12/17/2024		
9	4230	43540	INFORMATION TECHNOLOGY	SOFTWARE MAINTENANCE	27,600.00	35,000.00	62,600.00
		10-41-4100-4230-000-43540-			12/17/2024		
10	4320	41990	JAIL	PROFESSIONAL SERVICES	300,000.00	50,000.00	350,000.00
		10-43-4310-4320-000-41990			12/17/2024		
11	4370	41960	EMERGENCY MEDICAL SERVICES	MEDICAID COST SETTLEMENT	.00	60,000.00	60,000.00
		10-43-4330-4370-000-41960			12/17/2024		
** JOURNAL TOTAL						0.00	

Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2025	06	146	12/17/2024		BUA 121624C	1	1	
1	4319	42984	FED SEIZED JUSTICE	PROGRAM SUPPLIES	271,818.07	-89,158.54	182,659.53	
	10-43-4310-000-000-42984			JUSTICE	12/17/2024			
2	4319	45100	FED SEIZED JUSTICE	CAPITAL OUTLAY	.00	89,158.54	89,158.54	
	10-43-4310-000-000-45100-				12/17/2024			
** JOURNAL TOTAL							0.00	
2025	06	148	12/17/2024		BUA 121624C	1	1	
1	4380	43250	ANIMAL SERVICES	POSTAGE	1,000.00	-500.00	500.00	
	10-43-4380-0000-000-43250				12/17/2024			
2	4380	43510	ANIMAL SERVICES	REPAIRS BUILDING AND GROUNDS	5,000.00	-2,000.00	3,000.00	
	10-43-4380-0000-000-43510				12/17/2024			
3	4380	43530	ANIMAL SERVICES	REPAIRS VEHICLES	5,000.00	-2,000.00	3,000.00	
	10-43-4380-0000-000-43530				12/17/2024			
4	4380	43910	ANIMAL SERVICES	ADVERTISING	1,000.00	-500.00	500.00	
	10-43-4380-0000-000-43910				12/17/2024			
5	4380	44910	ANIMAL SERVICES	DUES AND SUBSCRIPTIONS	6,000.00	-2,760.00	3,240.00	
	10-43-4380-0000-000-44910				12/17/2024			
6	4380	42480	ANIMAL SERVICES	VEHICLE SUPPLIES	4,130.00	-2,000.00	2,130.00	
	10-43-4380-0000-000-42480				12/17/2024			
7	4380	43110	ANIMAL SERVICES	TRAVEL	4,800.00	-2,000.00	2,800.00	
	10-43-4380-0000-000-43110				12/17/2024			
8	4380	42120	ANIMAL SERVICES	UNIFORMS	3,000.00	500.00	3,500.00	
	10-43-4380-0000-000-42120				12/17/2024			
9	4380	42980	ANIMAL SERVICES	PROGRAM SUPPLIES	22,000.00	2,000.00	24,000.00	
	10-43-4380-0000-000-42980				12/17/2024			
10	4380	42980	ANIMAL SERVICES	PROGRAM SUPPLIES	22,000.00	2,000.00	24,000.00	
	10-43-4380-0000-000-42980				12/17/2024			
11	4380	42980	ANIMAL SERVICES	PROGRAM SUPPLIES	22,000.00	500.00	22,500.00	
	10-43-4380-0000-000-42980				12/17/2024			

Duplin County, NC



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2025	06	148	12/17/2024		BUA 121624C	1	1	
12	4380	42980	ANIMAL SERVICES	PROGRAM SUPPLIES	22,000.00	2,760.00	24,760.00	
	10-43-4380-0000-000-42980				12/17/2024			
13	4380	42980	ANIMAL SERVICES	PROGRAM SUPPLIES	22,000.00	2,000.00	24,000.00	
	10-43-4380-0000-000-42980				12/17/2024			
14	4380	42980	ANIMAL SERVICES	PROGRAM SUPPLIES	22,000.00	2,000.00	24,000.00	
	10-43-4380-0000-000-42980				12/17/2024			
** JOURNAL TOTAL							0.00	

Duplin County, NC



BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLENN: blanca.pineda

DATE	DESCRIPTION	ACCOUNT	DEBIT	CREDIT
2025 6 102				
BUA 5111-42724	12/17/2024 121624C	T CREDIT CARD CHARGES	5	1,600.00
BUA 5111-41990	12/17/2024 121624C	T PROFESSIONAL SERVICES	5	300.00
BUA 5110-41990	12/17/2024 121624C	T PROFESSIONAL SERVICES	5	5,778.00
BUA 5113-43110	12/17/2024 121624C	T TRAVEL	5	100.00
BUA 5114-42370	12/17/2024 121624C	T INJECTABLES	5	2,000.00
BUA 5124-42500	12/17/2024 121624C	T VEHICLE GASOLINE	5	35.00
BUA 5185-42980	12/17/2024 121624C	T PROGRAM SUPPLIES	5	950.00
BUA 5167-44300	12/17/2024 121624C	T RENT	5	400.00
BUA 5167-42980	12/17/2024 121624C	T PROGRAM SUPPLIES	5	680.00
BUA 5185-41990	12/17/2024 121624C	T PROFESSIONAL SERVICES	5	300.00
BUA 5191-42600	12/17/2024 121624C	T OFFICE SUPPLIES	5	138.00
BUA 5111-43530	12/17/2024 121624C	T REPAIRS VEHICLES	5	900.00
BUA 5111-43110	12/17/2024 121624C	T TRAVEL	5	700.00
BUA 5111-43510	12/17/2024 121624C	T REPAIRS BUILDING AND GROUNDS	5	300.00
BUA 5110-43510	12/17/2024 121624C	T REPAIRS BUILDING AND GROUNDS	5	5,700.00
BUA 5110-42500	12/17/2024 121624C	T VEHICLE GASOLINE	5	68.00
BUA 5110-41700	12/17/2024 121624C	T BOARD EXPENSE	5	10.00
BUA 5113-43540	12/17/2024 121624C	T SOFTWARE MAINTENANCE	5	100.00
BUA 5114-43540	12/17/2024 121624C	T SOFTWARE MAINTENANCE	5	2,000.00
BUA 5124-43530	12/17/2024 121624C	T REPAIRS VEHICLES	5	35.00
BUA 5165-43210	12/17/2024 121624C	T TELEPHONE	5	800.00
BUA 5165-43540	12/17/2024 121624C	T SOFTWARE MAINTENANCE	5	100.00
BUA 5165-43530	12/17/2024 121624C	T REPAIRS VEHICLES	5	50.00
BUA 5167-41990	12/17/2024 121624C	T PROFESSIONAL SERVICES	5	980.00

Report generated: 12/11/2024 10:38  
User: blanca.pineda  
Program ID: budgetent

Duplin County, NC



BUDGET AMENDMENT JOURNAL ENTRY PROOF

DATE	DESCRIPTION	ACCOUNT	DEBIT	CREDIT
BUA 5167-43540	12/17/2024 121624C	T SOFTWARE MAINTENANCE	5	100.00
BUA 5185-43540	12/17/2024 121624C	T SOFTWARE MAINTENANCE	5	300.00
BUA 5191-42980	12/17/2024 121624C	T PROGRAM SUPPLIES	5	138.00
		JOURNAL 2025/06/102 TOTAL		538.00
2025 6 136				
BUA 4530-38390	12/17/2024 121624C	T MISCELLANEOUS	5	542.51
BUA 4530-42700	12/17/2024 121624C	T CONCESSION EXPENSE	5	542.51
		JOURNAL 2025/06/136 TOTAL		1,085.02
2025 6 137				
BUA 4100-39951	12/17/2024 121624C	T FUND BAL CARRY FWD GRANTS	5	485,704.00
BUA 5183-40121	12/17/2024 121624C	T SALARIES	5	9,000.00
BUA 5183-40181	12/17/2024 121624C	T SOCIAL SECURITY	5	1,500.00
BUA 5183-40182	12/17/2024 121624C	T RETIREMENT	5	1,500.00
BUA 5183-40183	12/17/2024 121624C	T HOSPITAL INSURANCE	5	2,950.00
BUA 5183-40184	12/17/2024 121624C	T Life Insurance	5	50.00
BUA 5183-41990	12/17/2024 121624C	T PROFESSIONAL SERVICES	5	453,254.00
BUA 5183-42110	12/17/2024 121624C	T TRAVEL	5	9,000.00
BUA 5183-45003	12/17/2024 121624C	T Mini Grant	5	7,500.00
BUA 5183-42660	12/17/2024 121624C	T OFFICE SUPPLIES	5	250.00
BUA 5183-42980	12/17/2024 121624C	T PROGRAM SUPPLIES	5	500.00
BUA 5183-43540	12/17/2024 121624C	T SOFTWARE MAINTENANCE	5	200.00
		JOURNAL 2025/06/137 TOTAL		985,604.00

Report generated: 12/11/2024 10:38  
User: blanca.pineda  
Program ID: budgetent

Duplin County, NC



BUDGET AMENDMENT JOURNAL ENTRY PROOF

DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE
2025 6 138				
BUA 4100-39900	FUND BAL CARRY FWO GRANTS		5	10,388.52
12/17/2024 121624C				
BUA 4322-41990	PROFESSIONAL SERVICES		5	10,388.52
12/17/2024 121624C				
	JOURNAL 2025/06/138 TOTAL			
2025 6 140				
BUA 4130-40201	SOCIAL SECURITY		5	5,000.00
12/17/2024 121624C				
BUA 4130-40121	SALARIES		5	5,000.00
12/17/2024 121624C				
BUA 4230-40121	SALARIES		5	5,000.00
12/17/2024 121624C				
BUA 4310-40183	HOSPITAL INSURANCE		5	10,000.00
12/17/2024 121624C				
BUA 4370-42500	VEHICLE GASOLINE		5	10,000.00
12/17/2024 121624C				
BUA 4320-40181	SOCIAL SECURITY		5	10,000.00
12/17/2024 121624C				
BUA 4320-40511	SALARIES		5	40,000.00
12/17/2024 121624C				
BUA 4370-41990	PROFESSIONAL SERVICES		5	60,000.00
12/17/2024 121624C				
BUA 4230-43540	SOFTWARE MAINTENANCE		5	35,000.00
12/17/2024 121624C				
BUA 4320-41990	PROFESSIONAL SERVICES		5	50,000.00
12/17/2024 121624C				
BUA 4370-41960	MEDICAID COST SETTLEMENT		5	60,000.00
12/17/2024 121624C				
	JOURNAL 2025/06/140 TOTAL			
2025 6 146				
BUA 4319-42984	PROGRAM SUPPLIES JUSTICE		5	89,158.54
12/17/2024 121624C				
BUA 4319-45100	CAPITAL OUTLAY		5	89,158.54
12/17/2024 121624C				
	JOURNAL 2025/06/146 TOTAL			
2025 6 148				
BUA 4380-43530	POSTAGE		5	500.00
12/17/2024 121624C				
BUA 4380-43510	REPAIRS BUILDING AND GROUNDS		5	2,000.00

Duplin County, NC



BUDGET AMENDMENT JOURNAL ENTRY PROOF

DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE
12/17/2024 121624C				
BUA 4380-43530	REPAIRS VEHICLES		5	2,000.00
12/17/2024 121624C				
BUA 4380-43510	ADVERTISING		5	500.00
12/17/2024 121624C				
BUA 4380-44910	DUES AND SUBSCRIPTIONS		5	2,760.00
12/17/2024 121624C				
BUA 4380-42490	VEHICLE SUPPLIES		5	2,000.00
12/17/2024 121624C				
BUA 4380-43120	TRAVEL		5	2,000.00
12/17/2024 121624C				
BUA 4380-42120	UNIFORMS		5	500.00
12/17/2024 121624C				
BUA 4380-42980	PROGRAM SUPPLIES		5	2,000.00
12/17/2024 121624C				
BUA 4380-42980	PROGRAM SUPPLIES		5	2,000.00
12/17/2024 121624C				
BUA 4380-42980	PROGRAM SUPPLIES		5	500.00
12/17/2024 121624C				
BUA 4380-42980	PROGRAM SUPPLIES		5	2,760.00
12/17/2024 121624C				
BUA 4380-42980	PROGRAM SUPPLIES		5	2,000.00
12/17/2024 121624C				
BUA 4380-42980	PROGRAM SUPPLIES		5	2,000.00
12/17/2024 121624C				
	JOURNAL 2025/06/148 TOTAL			



BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND TOTAL		.00	.00
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\*\* END OF REPORT - Generated by Blanca Pineda \*\*

Report generated: 12/11/2024 16:38  
 User: Blanca.pineda  
 Program ID: Bgadmin

BA # \_\_\_\_\_ Duplin County  
 Budget Amendment

Department Title Health Department  
 Department Head's Signature Tracey Simmons - Kornegay / Billie Jo Dunn  
 (form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000  
 Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**  
 cover line item shortages

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5111-42724	Credit Card Charges	1,600.00	5111-43530	Vehicle Repairs	800.00
5111-41990	Professional Services	300.00	5111-43110	Travel	700.00
			5111-43510	Repairs - Bldg and Grounds	300.00
5110-41990	Professional Services	5,778.00	5110-43510	Repairs - Bldg and Grounds	5,700.00
			5110-42500	Vehicle Gasoline	69.00
			5110-41700	Board Expense	10.00
5113-43110	Travel	100.00	5113-43540	Software Maintenance	100.00
5114-42370	Injectables	2,000.00	5114-43540	Software Maintenance	2,000.00
5124-42500	Vehicle Gasoline	35.00	5124-43530	Repairs Vehicles	35.00
5165-42980	Program Supplies	950.00	5165-43210	Telephone	800.00
			5165-43540	Software Maintenance	100.00
			5185-43530	Repairs - Vehicles	50.00
5167-44300	Rent	400.00	5167-41990	Professional services	990.00
5167-42980	Program Supplies	880.00	5167-43540	Software Maintenance	100.00
5185-41950	Professional Service	300.00	5185-43540	Software Maintenance	300.00
5191-42600	Office Supplies	138.00	5191-42980	Program Supplies	138.00
Total		12,261.00	Total		12,261.00



88:000

000291

Finance Signature  
Date Approved:

Chelsey Lomier  
12.3.24

Manager Signature  
Date Approved:

Commissioner Approval  
Date Approved:

BA # \_\_\_\_\_

Duplin County  
Budget Amendment

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

Airport

J. L. ...

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

**Brief description of why this amendment is being requested:**

Move funds to cover expenses

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
4530-3890	MISCELLANEOUS	542.51	4530-42700	CONCESSION	542.51
<b>Total</b>		<b>542.51</b>	<b>Total</b>		<b>542.51</b>

Finance Signature  
Date Approved:

Chelsey Lomier  
12.3.24

Manager Signature  
Date Approved:

Commissioner Approval  
Date Approved:

12/3/2024

BA # \_\_\_\_\_

Duplin County  
Budget Amendment

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

Health

Tracey Simmons - Komegay / Billie Jo Dunn

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

**Brief description of why this amendment is being requested:**

Budget money received from State for AA 621 - ARPA Public Health Workforce Initiative - 5183

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
5110-35214	COVID PH Regional Workers	485,704.00	5183-40121	Salaries	9,000.00
4100-39951	Fund Bal Grants		5183-40181	Social Security	1,500.00
39951			5183-40182	Retirement	1,500.00
			5183-40183	Hospital Insurance	2,950.00
			5183-40184	Life Insurance	50.00
			5183-41990	Professional Services	453,254.00
			5183-43110	Travel	9,000.00
			5183-45003	Mini Grant	7,500.00
			5183-43540	Software Maintenance	200.00
			5183-42600	Office Supplies	250.00
			5183-42980	Program Supplies	500.00
<b>Total</b>		<b>485,704.00</b>	<b>Total</b>		<b>485,704.00</b>

Finance Signature  
Date Approved:

Chelsey Lomier  
12.3.24

Manager Signature  
Date Approved:

Commissioner Approval  
Date Approved:

7/31/2024

BA # \_\_\_\_\_

Duplin County  
Budget Amendment

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

Finance

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
4100-39951	Fund Bal Carry Fwd Grants	10,388.52	4322-41990	Professional Services	10,388.52
<b>Total</b>		<b>10,388.52</b>	<b>Total</b>		<b>10,388.52</b>

Finance Signature  
Date Approved:

Chelsey Lomier  
12.3.24

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)

Manager can only approve the moving of budgeted expense under 10,000  
Expenditure requests over 10,000 must be approved by Board of Commissioners  
Brief description of why this amendment is being requested:  
Software on prem to cloud conversion plus cover overspent accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4130-40181	Hospital Insurance	5,000.00			
4130-40121	Salaries	5,000.00	4230-43640	Software Maintenance	35,000.00
4230-40121	Salaries	5,000.00			
4310-40183	Hospital Insurance	10,000.00			
4370-42500	Vehicle Gasoline	10,000.00			
4320-40181	Hospital Insurance	10,000.00	4320-41990	Professional Services	50,000.00
4320-40121	Salaries	40,000.00			
4370-41990	Professional Services	60,500.00	4370-41960	Medicaid Cost Settlement	60,000.00
Total		145,000.00	Total		145,000.00

Finance Signature Chelsey Parise  
Date Approved: 12/2/24  
Manager Signature \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
Commissioner Approval \_\_\_\_\_  
Date Approved: \_\_\_\_\_

BA # \_\_\_\_\_ Duplin County Budget Amendment

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

Manager can only approve the moving of budgeted expense under 10,000  
Expenditure requests over 10,000 must be approved by Board of Commissioners  
Brief description of why this amendment is being requested:  
Budget funds for two 2025 Dodge Durango

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4319-42984	Program Supplies Justice	89,158.54	4310-45100	Capital Outlay	89,158.54
Total		89,158.54	Total		89,158.54

Finance Signature Chelsey Parise  
Date Approved: 12/2/24  
Manager Signature \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
Commissioner Approval \_\_\_\_\_  
Date Approved: \_\_\_\_\_

BA # \_\_\_\_\_ Duplin County Budget Amendment

Department Title ANIMAL SERVICES  
Department Head's Signature Nomatha Jones  
(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000  
Expenditure requests over 10,000 must be approved by Board of Commissioners  
Brief description of why this amendment is being requested:  
over spent

Line Item Description	Credit Amount	Line Item Description	Debit Amount
4380-43250 POSTAGE	\$ 600.00	4380-42120 UNIFORMS	\$ 600.00
4380-43510 REPAIRS BUILDING	\$ 2,900.00	4380-42960 PROGRAM SUPPLIES	\$ 2,000.00
4380-43630 VEHICLE REPAIRS	\$ 2,900.00	4380-42880 PROGRAM SUPPLIES	\$ 2,000.00
4380-43810 ADVERTISING	\$ 500.00	4380-42960 PROGRAM SUPPLIES	\$ 800.00
4380-44910 DUES AND SUBSCRIPTION	\$ 2,760.00	4380-42960 PROGRAM SUPPLIES	\$ 2,760.00
4380-42490 VEHICLE SUPPLIES	\$ 2,000.00	4380-42960 PROGRAM SUPPLIES	\$ 2,000.00
4380-43110 TRAVEL	\$ 2,000.00	4380-42960 PROGRAM SUPPLIES	\$ 2,000.00
Total	11,760.00	Total	11,760.00

Finance Signature Chelsey Parise  
Date Approved: 12/10/24  
Manager Signature \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
Commissioner Approval \_\_\_\_\_  
Date Approved: \_\_\_\_\_





**Late Land Use Applications  
Board Meeting 12/10/2024**

Late 2024 Land Use:

**Steven Morris Parks and wife Jamie Rouse Parks**  
Application received on 12/9/2024

Late Applications to Assume Land Use:

**Marion Dean Brown Jr and wife Vivian Battelle Brown**

Application due on 9/10/2024  
Certified mailed 7/10/2024  
Certified signed for on 7/13/2024  
Mailed reminder on 10/14/2024  
Received completed application on 10/31/2024

**Phong Thanh Nguyen and wife Hai Thanh Le**

Application due on 10/18/2024  
Certified mailed 8/20/2024  
Certified signed for on 8/23/2024  
Received completed application on 11/4/2024

\*\* All of the properties qualify for the Present Use Value Program, they were just submitted late to the Tax Office. We are asking that they be accepted as timely filed.

Approved by: Debra B. Elward Date: 12/10/2024

NAME	ACCOUNT NUMBER	DESCRIPTION TYPE	DESCRIPTION AMOUNT
BLACKMON, FRANK (DECEASED) & WIFE BLACKMON, BONNIE	55049C	ELDERLY	\$40,257.00
LEWIS, IRMA LOUISE	1001121	ELDERLY	\$15,033.00
MONTGOMERY, JOEL	887040	ELDERLY	\$48,000.00
PATE, JUDSON DONALD (DECEASED) & PATE MARTY ANN	862332	ELDERLY	\$36,050.00
STALINGS, MARIE P	2181139	ELDERLY	\$50,201.00
MAULS, JAMESON S & WIFE MAULS, SHERY	109080	VETERAN	\$45,000.00

APPROVED BY: Debra B. Elward  
DATE: 12/10/2024



# Division of Public Health Agreement Addendum FY 24-25

Duplin County Health Department  
Local Health Department Legal Name

Epidemiology / Immunization Branch  
DPH Section / Branch Name

720 CDC Enhancing Seasonal Influenza Vaccine Efforts for Farmworkers  
Activity Number and Description

Deji Ayankoya, 919-418-8591  
ayodeji.ayankoya@dchhs.nc.gov  
DPH Program Contact  
(name, phone number, and email)

10/01/2024 - 05/31/2025

Service Period

11/01/2024 - 06/30/2025

Payment Period

- Original Agreement Addendum  
 Agreement Addendum Revision # 1

**I. Background:**

No change.

**II. Purpose:**

This Agreement Addendum Revision #1 provides additional funds to the Local Health Department to provide the additional services as listed in Section III. Scope of Work and Deliverables below. (The additional funds became available as other eligible local health departments declined this Activity.)

**III. Scope of Work and Deliverables:**

As of December 1, 2024, this Agreement Addendum Revision #1 adds Paragraph 7, as follows:

- Increase outreach and education with farm workers, employers, and advocacy groups to stress and ensure understanding of these messages and strategies. Additional outreach should focus on key worker and employer groups as well as advocacy groups for Latino populations, such as the National Alliance for Hispanic Health, the National Hispanic Medical Association, and UNIDOS, to alert these organizations to these updated strategies to support farm worker health.

**IV. Performance Measures / Reporting Requirements:**

No change.

**IV. Performance Monitoring and Quality Assurance:**

No change.

**V. Funding Guidelines or Restrictions:**

No change.

Health Director Signature \_\_\_\_\_ Date \_\_\_\_\_

(use blue ink or verifiable digital signature)

LHD to complete: \_\_\_\_\_  
[For DPH to contact in case of follow-up information is needed.] LHD program contact name: \_\_\_\_\_  
Phone and email address: \_\_\_\_\_

**Signature on this page signifies you have read and accepted all pages of this document.**

**FY25 - FAS** Activity Nbr + Name: **720 CDC Enhancing Seasonal Influenza Vaccine Efforts for Farmworkers**  
federal award supplement FAS Number + Reason: **2** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.  
Assistance Listing Nbr + Name: **93.268**

Is award RFD?: **NO** FAIN: **NH23JP92624** IDC rate: **N/A** Fed award total amt: \$ **200,000**  
CDC-RFA-IP19-1901 Immunization and Vaccines for Children Grant Amendment Supplement Action Budget Year 4

Fed award project description: **Funding** Fed award date + awarding agency: **08-30-24 HHS, Centers for Disease Control and Prevention**

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	FSVYUJ13NC5			Jackson	X7YMY6ZP574	
Albemarle	MAAV51PMK3			Johnston	SYGAFDHYR7	\$ 2,500
Alexander	XVEE35N7U9	\$ 2,500	\$ 12,500	Jones	HE3NNUEZ7M7	\$ 12,500
Anson	PK8UYSNUJC3	\$ 2,500	\$ 12,500	Lee	F6A8UC99JWJ5	
Appalachian	CD7BFHBM539			Lenoir	QKUF137VPGH6	
Beaufort	RN15XFDLXN6			Lincoln	UGGQSSXK6J5	
Bladen	TLCTJMDJHH9	\$ 2,500	\$ 12,500	Macon	LLPJBC6N2LL3	
Brunswick	M3BWLKNGJ15			Madison	YQ96F883YTJ9	
Buncombe	W3TCNMLHE69			MTW	ZK50RNB8Y6	
Burke	KVJHUFURQW5			Mecklenburg	EZ15XL6MMW68	
Cabarrus	RADNEJKJFU7			Montgomery	E78ZA3M38FL3	
Caldwell	HL4FGNNGE97			Moore	HFNSK95F57Z8	\$ 2,500
Carteret	UC6HJ2M9J58			Nash	NF58K566HQ7	\$ 12,500
Caswell	JDJ7Y7CYC86			New Hanover	F71LTZGMEJE1	
Catawba	GYNAGM1NFM1	\$ 2,500	\$ 12,500	Northampton	CRA2KCAL8BA4	
Chatham	KE57QE2GV5F1			Onslow	EGE7NBXW5J56	
Cherokee	DCEGGHA11M5			Orange	GFNMG9XDA53	
Clay	HYKLQVMMLK7			Pamlico	F159QFEAU344	
Cleveland	UMUYPVLA483			Pender	T11BE678UP95	
Columbus	V1UAJAL87M07			Person	FQ8LFJGMABJ4	
Craven	LTZJUBLZQ214			Pitt	VZNPMLF5R6	
Cumberland	HALNDBUJ3G44			Polk	QZ6BZPGLX4Y9	
Dare	ELV6JGB11QK6			Randolph	T38UMCVS9N5	\$ 2,500
Davidson	C9P5MDJ7K77			Richmond	Q63FZMTJ3M4	
Davie	L8M8GLHZV239			Robeson	LKBEJQFLAAK5	\$ 2,500
Duplin	KZMAGK5Z6ZK3	\$ 2,500	\$ 12,500	Rockingham	KGCCHJZZ43	
Durham	L35BAGU2HLH7			Rowan	GCB7UCV96NM6	
Edgecombe	MANLX44AD17			Sampson	WRT9CSKJCY5	\$ 2,500
Foothills	NGTEF2M08LL4			Scotland	FWTUCUQ6CHW5	
Forsyth	V68G0677PY5			Stanly	U86MZUPL7C5	
Franklin	FFKTRCNG143			Stokes	W41TRA3NUN51	
Gaston	QK19R8ABD5J6			Surry	FMCTW24C9J8	\$ 2,500
Graham	L8MAVKQJTYN7			Swain	TAE3M92L4QR4	
Granv-Vance	MGQJK22EJ83			Toe River	JUA6GAU9UW1	
Greene	VCIJ5LD71N9J3	\$ 2,500	\$ 12,500	Transylvania	YLM4BFCJCP39	
Guilford	YBEQGFJPMJ3			Union	LHKBD44AGJ35	
Hallfax	MRL8MYNJ3Y5			Wake	FTJ2MPLMWD3	
Harnett	JBCD9V418X7	\$ 2,500	\$ 12,500	Warren	TLNAUCNHSU5	
Haywood	DQHZEVAV9565			Wayne	DACFCLQKWS1	\$ 2,500
Henderson	TGSAR81JLFQ5			Wilkes	M4AKKH2NWR3	
Hoke	C1GMSADARX51			Wilson	MEZDJHMYG55	
Hyde	TZRSYN36NN64			Yadkin	PLCDT7JFABB1	\$ 2,500
Iredell	XTNRLKJ1LA459	\$ 2,500	\$ 12,500	Yancey	L98MCHK2J38	\$ 12,500



Activity 720	AA 133401 2506422 20G0205001	10/01-05/31	11/01-08/30	Proposed Total	New Total
Service Period					
Payment Period					
01 Alamance		0	\$0.00	0	0
D1 Albemarle		0	\$0.00	0	0
02 Alexander	* 1	2,500	\$10,000.00	2,500	12,500
04 Anson	* 1	2,500	\$10,000.00	2,500	12,500
D2 Appalachian		0	\$0.00	0	0
07 Beaufort		0	\$0.00	0	0
09 Bladen	* 1	2,500	\$10,000.00	2,500	12,500
10 Brunswick		0	\$0.00	0	0
11 Buncombe		0	\$0.00	0	0
12 Burke		0	\$0.00	0	0
13 Cabarrus		0	\$0.00	0	0
14 Caldwell		0	\$0.00	0	0
16 Carteret		0	\$0.00	0	0
17 Caswell		0	\$0.00	0	0
18 Catawba		0	\$0.00	0	0
19 Chatham	* 1	2,500	\$10,000.00	2,500	12,500
20 Cherokee		0	\$0.00	0	0
22 Clay		0	\$0.00	0	0
23 Cleveland		-10,000	\$10,000.00	-10,000	0
24 Columbus		0	\$0.00	0	0
25 Craven		0	\$0.00	0	0
26 Cumberland		0	\$0.00	0	0
28 Dare		0	\$0.00	0	0
29 Davidson		0	\$0.00	0	0
30 Davie	* 1	2,500	\$10,000.00	2,500	12,500
31 Duplin		0	\$0.00	0	0
32 Durham		0	\$0.00	0	0
33 Edgecombe		0	\$0.00	0	0
D7 Foothills		0	\$0.00	0	0
34 Forsyth		0	\$0.00	0	0
35 Franklin		0	\$0.00	0	0
38 Gaston		0	\$0.00	0	0
38 Graham		0	\$0.00	0	0
D3 Gran-Vance	* 1	2,500	\$10,000.00	2,500	12,500
40 Greene		0	\$0.00	0	0
41 Guilford		0	\$0.00	0	0
42 Halifax		0	\$0.00	0	0
43 Harnett	* 1	2,500	\$10,000.00	2,500	12,500
44 Haywood		0	\$0.00	0	0
45 Henderson		0	\$0.00	0	0
47 Hoke		0	\$0.00	0	0
48 Hyde		0	\$0.00	0	0
49 Iredell	* 1	2,500	\$10,000.00	2,500	12,500
50 Jackson		0	\$0.00	0	0

51 Johnston	* 1	2,500	\$10,000.00	2,500	12,500
52 Jones		0	\$0.00	0	0
53 Lee		0	\$0.00	0	0
54 Lenoir		0	\$0.00	0	0
55 Lincoln		0	\$0.00	0	0
55 Macon		0	\$0.00	0	0
57 Madison		0	\$0.00	0	0
D4 M-T-W		0	\$0.00	0	0
60 Mecklenburg		0	\$0.00	0	0
62 Montgomery		0	\$0.00	0	0
63 Moore	* 1	2,500	\$10,000.00	2,500	12,500
64 Nash		0	\$0.00	0	0
65 New Hanover		0	\$0.00	0	0
66 Northampton		0	\$0.00	0	0
67 Onslow		0	\$0.00	0	0
68 Orange		0	\$0.00	0	0
69 Pamlico		0	\$0.00	0	0
71 Pender	0	-10,000	\$10,000.00	-10,000	0
73 Person		0	\$0.00	0	0
74 Pitt	0	-10,000	\$10,000.00	-10,000	0
76 Polk		0	\$0.00	0	0
76 Randolph	* 1	2,500	\$10,000.00	2,500	12,500
77 Richmond		0	\$0.00	0	0
78 Robeson	* 1	2,500	\$10,000.00	2,500	12,500
79 Rockingham		0	\$0.00	0	0
80 Rowan		0	\$0.00	0	0
82 Sampson	* 1	2,500	\$10,000.00	2,500	12,500
83 Scotland		0	\$0.00	0	0
84 Stanly		0	\$0.00	0	0
85 Stokes		0	\$0.00	0	0
86 Surry	* 1	2,500	\$10,000.00	2,500	12,500
87 Swain		0	\$0.00	0	0
D6 Toe River		0	\$0.00	0	0
88 Transylvania		0	\$0.00	0	0
90 Union	1	-10,000	\$10,000.00	-10,000	0
92 Wake		0	\$0.00	0	0
93 Warren		0	\$0.00	0	0
96 Wayne	* 1	2,500	\$10,000.00	2,500	12,500
97 Wilkes		0	\$0.00	0	0
98 Wilson		0	\$0.00	0	0
99 Yadkin	* 1	2,500	\$10,000.00	2,500	12,500
00 Yancey		0	\$0.00	0	0
Total		0	200,000	0	200,000

Sign and Date - DPH Program Administrator <i>Deja Aycock</i>	11/25/2024	Sign and Date - DPH Section Chief <i>Mac Kemer</i>	11/25/2024
Sign and Date - DPH Budget Office - ATC Coordinator <i>Lucy Ayler</i>	11/25/2024	Sign and Date - DPH Budget Officer <i>Lucy Ayler</i>	11/25/2024

## Division of Public Health Agreement Addendum FY 24-25

BA # \_\_\_\_\_ Duplin County  
Budget Amendment

Department Title: Health  
 Department Head's Signature: Tracey Simmons - Komegay / Billie Jo Dunn  
 (form can be e-mailed to Finance from Dept. Head)

Duplin County Health Department  
 Local Health Department Legal Name  
 Chronic Disease and Injury /  
 Cancer Prevention and Control  
 DPH Section / Branch Name

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

452 Breast and Cervical Cancer  
 Activity Number and Description  
 Lisa M. Brown, 919-707-5326  
 lisa.m.brown@dphs.nc.gov  
 DPH Program Contact  
 (name, phone number, and email)

**Brief description of why this amendment is being requested:**  
 Budget new money received from the State for AA 720

06/01/2024 – 05/31/2025  
 Service Period  
 07/01/2024 – 06/30/2025  
 Payment Period  
 Original Agreement Addendum  
 Agreement Addendum Revision # 1

Revenue code	Line Item Description	Amount	Employee code	Line Item Description	Amount
5110-35181	CDC - Empowering Seasonal	2,500.00	5135-40121	Salaries	1,795.00
			5135-40181	Social Security	200.00
			5135-40182	Retirement	200.00
			5135-40183	Hospital Insurance	300.00
			5135-40184	Life Insurance	5.00
Total		2,500.00	Total		2,500.00

I. **Background:**  
No change.

II. **Purpose:**  
As requested by the Local Health Department, this Agreement Addendum Revision #1 provides additional funding to increase the screening targets as listed in Section III. Scope of Work and Deliverables below.

III. **Scope of Work and Deliverables:**  
As of January 1, 2025, this Agreement Addendum Revision #1 replaces Paragraph 1. Provided Services with the following:

- Provided Services.** The Local Health Department (LHD) shall provide breast and cervical cancer screening services and/or diagnostic services, and patient navigation-only (PN only) services to NC BCCCP-enrolled women according to the following two tables:

Service Period	Number of NC BCCCP-Enrolled Women and/or Diagnostic Services Provided	
	State-Funded	Federally Funded / Tax Donation-Funded
June 1, 2024–May 31, 2025	25	
July 1, 2024–May 31, 2025	40	
January 1, 2025–May 31, 2025		100

Finance Signature \_\_\_\_\_  
 Date Approved: \_\_\_\_\_  
 Manager Signature \_\_\_\_\_  
 Date Approved: \_\_\_\_\_  
 Commissioner Approval \_\_\_\_\_  
 Date Approved: \_\_\_\_\_

12/10/2024

Health Director Signature \_\_\_\_\_ Date \_\_\_\_\_  
 (use blue ink or verifiable digital signature)  
 LHD to complete: \_\_\_\_\_  
 (For DPH to contact in case of follow-up information is needed.) LHD program contact name: \_\_\_\_\_  
 Phone and email address: \_\_\_\_\_  
**Signature on this page signifies you have read and accepted all pages of this document.** Template rev. Sept 2024

Patient Navigation Only Services (assistance with completing the Medicaid application)	Number of NC BCCCP-Enrolled Women
Service Period June 1, 2024–May 31, 2025	State-Funded 3

**IV. Performance Measures / Reporting Requirements:**  
As of January 1, 2025, this Agreement Addendum Revision #1 adds Paragraph 5, as follows:

5. **Reporting Required Subcontract Information**  
In accordance with revised NCDHRIS guidelines effective October 1, 2024, the LHD must provide the information listed below for every subcontract receiving funding from the LHD to carry out any or all of this Agreement Addendum's work.  
This information is not to be returned with the signed Agreement Addendum (AA), but is to be provided to DPH when the entities are known by the LHD.
  - a. Subcontracts are contracts or agreements issued by the LHD to a vendor ("Subcontractor") or a pass-through entity ("Subrecipient").
    1. Subcontractors are vendors hired by the LHD via a contract to provide a good or service required by the LHD to perform or accomplish specific work outlined in the executed AA. For example, if the LHD needed to build a data system to satisfy an AA's reporting requirements, the vendor hired by the LHD to build the data system would be a Subcontractor. (However, not all vendors are considered Subcontractors. Entities performing general administrative services for the LHD (e.g., certified professional accountants) are not considered Subcontractors.)
    2. Subrecipients of the LHD are those that receive DPH pass-through funding from the LHD via a contract or agreement for them to carry out all or a portion of the programmatic responsibilities outlined in the executed AA. (Subrecipients are also referred to as Subgrantees in NCAC.)

The following information must be submitted via Smartsheet for review prior to the entity being awarded a contract or agreement from the LHD:

- Organization or Individual's Name (if an individual, include the person's title)
- EIN or Tax ID
- Street Address or PO Box
- City, State and ZIP Code
- Contact Name
- Contact Email
- Contact Telephone
- Fiscal Year End Date (of the entity)
- State whether the entity is functioning as a pass-through entity Subcontractor or Subrecipient of the LHD.

**V. Performance Monitoring and Quality Assurance:**  
No change.

**VI. Funding Guidelines or Restrictions:**  
As of January 1, 2025, this Agreement Addendum Revision #1 makes the following changes:

**Replaces Paragraph 1. in its entirety with the following:**

1. **Federal Funding Requirements:** where federal grant dollars received by the Division of Public Health (DPH) are passed through to the Local Health Department (LHD) for all or any part of this Agreement Addendum (AA).

**a. Requirements for Pass-through Entities:** In compliance with 2 CFR §200.331 – Requirements for pass-through entities, DPH provides Federal Award Reporting Supplements (FASs) to the LHD receiving federally funded AAs.

1. Definition: A FAS discloses the required elements of a single federal award. FASs address elements of federal funding sources only; state funding elements will not be included in the FAS. An AA funded by more than one federal award will receive a disclosure FAS for each federal award.
2. Frequency: An FAS will be generated as DPH receives information for federal grants. FASs will be issued to the LHD throughout the state fiscal year. For a federally funded AA, an FAS will accompany the original AA. If an AA is revised and if the revision affects federal funds, the AA Revision will include an FAS. FASs can also be sent to the LHD even if no change is needed to an AA. In those instances, the FAS will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

**b. Required Reporting Certifications:** Per the revised Uniform Guidance, 2 CFR 200, if awarded federal pass-through funds, the LHD as well as all subrecipients of the LHD must certify the following whenever 1) applying for funds, 2) requesting payment, and 3) submitting financial reports:

"I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

**Adds Subparagraph 5. to Paragraph 2.a. as follows:**

5. For services provided between January 1, 2025 and May 31, 2025:  
The \$325 per capita reimbursement for each woman enrolled and served will be funded with federal, state appropriations, or tax donations funds. Tax donation funds are contributions by individuals for early detection of breast and cervical cancer distributed to the Cancer and Prevention and Control Branch by the State Treasurer on a quarterly basis to be used in accordance with the Branch's policies and procedure.

Activity 452	AA 133300 2803100 20030187001	133300 2803355 28064600000	133300 2806559 20000000000	133300 2806559 20000000000	Proposed Total	New Total
Service Period	07/01-05/31	07/01-05/31	07/01-05/31	07/01-05/31		
Payment Period	08/01-06/30	02/01-01/01	07/01-06/30	07/02-06/30		
01 Almatraz	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01 Almatraz	\$4,750.00	\$0.00	\$28,250.00	\$0.00	\$33,000.00	\$78,150.00
02 Alexander	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
04 Anson	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D2 Appalachichian	\$1,125.00	16,250.00	\$3,250.00	\$1,500.00	18,250.00	21,775.00
07 Blaufort	\$14,875.00	8,125.00	\$13,000.00	\$1,800.00	8,125.00	35,900.00
09 Bladen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10 Brunswick	\$28,000.00	\$0.00	\$28,000.00	\$1,500.00	\$29,500.00	\$2,150.00
11 Buncombe	\$130,000.00	\$102,375.00	\$180.00	\$180.00	\$232,525.00	\$2,150.00
12 Burke	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13 Cabarrus	\$26,000.00	\$0.00	\$16,250.00	\$180.00	\$42,430.00	\$42,430.00
14 Caldwell	\$21,125.00	\$0.00	\$11,375.00	\$0.00	\$32,500.00	\$32,500.00
16 Carteret	\$0.00	6,500.00	\$0.00	\$180.00	6,500.00	21,275.00
17 Caswell	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18 Catawba	\$21,125.00	\$0.00	\$10,250.00	\$180.00	\$31,555.00	\$37,525.00
20 Cherokee	\$0.00	\$0.00	\$4,975.00	\$150.00	\$5,125.00	\$13,150.00
22 Clay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23 Cleveland	\$19,500.00	\$0.00	\$13,000.00	\$180.00	\$32,680.00	\$32,680.00
24 Columbus	\$6,500.00	\$0.00	\$4,875.00	\$180.00	\$11,525.00	\$11,525.00
26 Craven	\$11,375.00	3,250.00	\$0.00	\$180.00	3,250.00	22,900.00
28 Dare	\$22,750.00	\$0.00	\$16,250.00	\$180.00	\$39,150.00	\$26,150.00
28 Davidson	\$14,875.00	\$0.00	\$11,375.00	\$180.00	\$26,430.00	\$44,025.00
30 Davie	\$28,000.00	\$0.00	\$4,125.00	\$180.00	\$32,305.00	\$19,650.00
31 Duplin	\$13,000.00	32,500.00	\$0.00	\$180.00	\$45,480.00	\$32,500.00
32 Durham	\$8,125.00	\$0.00	\$6,900.00	\$180.00	\$15,205.00	\$14,775.00
33 Edgecombe	\$1,300.00	\$0.00	\$1,625.00	\$180.00	\$3,105.00	\$3,075.00
37 Foothills	\$28,000.00	\$0.00	\$28,000.00	\$180.00	\$56,180.00	\$63,150.00
34 Forsyth	\$31,125.00	\$0.00	\$14,875.00	\$180.00	\$46,180.00	\$35,900.00
36 Franklin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
38 Gaston	\$22,750.00	\$0.00	\$14,875.00	\$180.00	\$37,805.00	\$37,525.00
38 Graham	\$4,875.00	\$0.00	\$3,250.00	\$180.00	\$8,305.00	\$8,275.00
D3 Gran-Vance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
40 Greene	\$4,875.00	1,625.00	\$3,250.00	\$180.00	1,625.00	9,900.00
41 Guilford	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
42 Halifax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
43 Harnett	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
44 Haywood	\$3,250.00	\$0.00	\$3,250.00	\$180.00	\$6,680.00	\$6,650.00
45 Henderson	\$18,750.00	3,250.00	\$8,125.00	\$180.00	\$29,305.00	\$32,500.00
47 Hoke	\$6,500.00	\$0.00	\$4,875.00	\$180.00	\$11,555.00	\$11,525.00
48 Hyde	\$4,875.00	\$0.00	\$3,250.00	\$180.00	\$8,305.00	\$8,275.00
48 Iredell	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
50 Jackson	\$11,375.00	3,250.00	\$5,125.00	\$180.00	\$19,925.00	\$22,900.00
51 Johnston	\$39,250.00	\$0.00	\$17,875.00	\$180.00	\$57,305.00	\$47,275.00
52 Jones	\$4,875.00	\$0.00	\$3,250.00	\$180.00	\$8,305.00	\$8,275.00
53 Lee	\$4,875.00	\$0.00	\$3,250.00	\$180.00	\$8,305.00	\$8,275.00
54 Lenoir	\$8,125.00	3,250.00	\$4,875.00	\$180.00	\$16,430.00	\$16,400.00
55 Lincoln	\$18,250.00	\$0.00	\$11,375.00	\$180.00	\$29,805.00	\$27,775.00
56 Macon	\$8,125.00	\$0.00	\$4,125.00	\$180.00	\$12,430.00	\$16,400.00
57 Madison	\$1,125.00	\$0.00	\$5,125.00	\$180.00	\$6,430.00	\$6,400.00
D4 Mt-Wy	\$8,125.00	\$0.00	\$4,500.00	\$180.00	\$12,805.00	\$14,825.00

Activity 452	AA 133300 2803100 20030187001	133300 2803355 28064600000	133300 2806559 20000000000	133300 2806559 20000000000	Proposed Total	New Total
60 Mecklenburg	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
62 Montgomery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
63 Moore	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64 Nash	\$27,500.00	\$0.00	\$0.00	\$17,875.00	\$45,375.00	\$45,325.00
65 New Hanover	\$11,375.00	4,875.00	\$0.00	\$8,125.00	4,875.00	24,525.00
66 Northampton	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
67 Onslow	\$12,250.00	8,125.00	\$1,250.00	\$4,250.00	\$26,875.00	\$28,750.00
68 Orange	\$4,875.00	11,375.00	\$1,250.00	\$1,250.00	\$18,750.00	\$19,950.00
71 Pender	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00	\$11,525.00
73 Person	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
74 Pitt	\$20,000.00	16,250.00	\$14,875.00	\$14,875.00	\$66,000.00	\$16,250.00
75 Polk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
76 Randolph	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
77 Richmond	\$8,425.00	4,875.00	\$3,200.00	\$3,200.00	\$19,700.00	\$19,650.00
78 Robeson	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
79 Rockingham	\$8,425.00	\$0.00	\$0.00	\$0.00	\$8,425.00	\$16,400.00
80 Rowan	\$17,475.00	6,500.00	\$5,525.00	\$150.00	\$29,075.00	\$19,650.00
82 Sampson	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
83 Scotland	\$5,250.00	\$0.00	\$0.00	\$0.00	\$5,250.00	\$9,900.00
84 Stanly	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
85 Stokes	\$28,000.00	\$0.00	\$17,875.00	\$17,875.00	\$63,750.00	\$44,025.00
86 Surry	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
87 Swain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D8 Tee River	\$4,875.00	\$0.00	\$4,875.00	\$4,875.00	\$19,500.00	\$13,150.00
88 Transylvania	\$8,125.00	8,125.00	\$6,125.00	\$6,125.00	\$28,500.00	\$24,625.00
92 Wake	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00
93 Warren	\$3,250.00	\$0.00	\$0.00	\$0.00	\$3,250.00	\$3,250.00
94 Wayne	\$20,500.00	14,950.00	\$18,500.00	\$18,500.00	\$72,400.00	\$65,150.00
97 Wilkes	\$11,375.00	9,750.00	\$0.00	\$0.00	\$21,125.00	\$29,400.00
98 Wilson	\$10,400.00	8,125.00	\$6,800.00	\$6,800.00	\$32,125.00	\$25,175.00
99 Yadkin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00 Yancey	\$1,850.00	\$0.00	\$1,850.00	\$1,850.00	\$3,700.00	\$3,725.00
Totals	\$1,053,075.00	186,900.00	\$0.00	\$0.00	\$1,239,975.00	\$1,015,750.00

Sign and Date - DPH Program Administrator: *Chase Reese* 11/25/24  
 Sign and Date - DPH System Chief: *Chase Reese* 11/26/2024  
 Sign and Date - DPH Budget Officer: *Chase Reese* 11/26/2024

SZ 11/26/24



BA # \_\_\_\_\_ Duplin County  
Budget Amendment  
Health

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

\_\_\_\_\_  
Tracey Simmons - Kornegay / Billie Jo Dunn

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

Brief description of why this amendment is being requested:  
additional funds received from State for BCCCP Program

**Board Action for Confirming Local, Single Child Fatality Prevention Team**

**Information Contact:**  
Name: Tracey Simmons-Kornegay, PharmD  
Agency: Duplin County Health Department  
Phone/Email: 910-372-9147 – [tracey.s.kornegay@duplincountync.com](mailto:tracey.s.kornegay@duplincountync.com)

**Action Requested:** Confirm designation of the Child Fatality Prevention Team/Community Child Protection Team (CFPT/CCPT), Future Local Team, as a single/multi-county team.

**Prior Board Actions:** None

**Background:** The NC Child Fatality Prevention System is a statewide multi-disciplinary system that was developed in the 1990s consisting of the North Carolina Child Fatality Prevention Team, North Carolina Child Fatality Task Force, and local teams (CFPTs and CCPTs).

N.C.G.S. 7B Article 14 defines the membership composition of CCPTs and CFPTs, statutorily required to represent disciplines among the community, as well as the responsibilities and duties of the local CFPT to review resident county child fatalities, assess potential gaps in systems and policies that may have contributed to the deaths, and make recommendations to policymakers to improve local and statewide systems to better protect children and prevent future deaths.

Passed in 2023, changes to the law via the 2023 Appropriations Act [Section 9H.15 of Session Law 2023-124] now required all Boards of County Commissioners to determine if the local team proceeds as a single or multicounty team.

**CHOOSE ONE OF THE FOLLOWING:**

\_\_\_\_\_ County, would like to continue as a single county team and requests the BOCCs confirmation of this operational model.

\_\_\_\_\_ County, would like to establish a multicounty team with \_\_\_\_\_ County and requests the BOCCs confirmation of this operational model.

**Financial Impact:** None

\_\_\_\_\_  
Tracey Simmons-Kornegay, PharmD  
Health Director

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
5110-35189	BCCCP State	32,500.00	5171-41990	Professional Services	32,500.00
Total		32,500.00	Total		32,500.00

Finance Signature \_\_\_\_\_  
Date Approved: \_\_\_\_\_

Manager Signature \_\_\_\_\_  
Date Approved: \_\_\_\_\_

Commissioner Approval \_\_\_\_\_  
Date Approved: \_\_\_\_\_

12/10/2024



APPLICATION FOR PROPERTY TAX EXEMPTION OR EXCLUSION

County: Duplin Municipality: Application for Tax Year: 2024  
Full Name of Owner(s): Bennett Community Church  
Trade Name of Business:  
Mailing Address of Owner: 401 N. Newwood St, Wallace, N.C. 28786  
Phone: Cell: 910-289-5301 Email: 74417522@Yahoo

List the property identification numbers and addresses/locations for the properties included in this application. (Attach list if needed.)  
Property ID #: 09-776 Address/Location: 401 N Newwood St  
Property ID #: Address/Location:  
Property ID #: Address/Location:

- Non-Deferral Exemptions and Exclusions: Select or annotate the exemption or exclusion for which this application is made. These exemptions or exclusions do not result in the creation of deferred taxes. However, taxes for prior years of exemption or exclusion may be recoverable if it is later determined that the property did not qualify for exemption or exclusion for those prior years.
- G.S. 105-275(8) Pollution abatement/recycling
- G.S. 105-275(17) Veterans organizations
- G.S. 105-275(18),(19) Lodges, fraternal & civic purposes
- G.S. 105-275(20) Goodwill Industries
- G.S. 105-275(45) Solar energy electric system
- G.S. 105-275(46) Charter school property
- G.S. 105-277.13 Brownfields-Attach brownfields agreement
- G.S. 105-278.3 Religious purposes
- G.S. 105-278.4 Educational purposes (institutional)
- G.S. 105-278.5 Religious educational assemblies
- G.S. 105-278.6 Home for the aged, sick, or infirm
- G.S. 105-278.6 Low- or moderate-income housing
- G.S. 105-278.6 YMCA, SPCA, VFD, orphanage
- G.S. 105-278.6A CCRC-Attach Form AV-11
- G.S. 105-278.7 Other charitable, educational, etc.
- G.S. 105-278.8 Charitable hospital purposes
- G.S. 131A-21 Medical Care Commission bonds
- Other:

- Tax Deferral Programs: Select the tax deferral program for which this application is made. \*\* These programs will result in the creation of deferred taxes that will become immediately due and payable, with interest, when the property loses eligibility. The number of years for which deferred taxes will become due and payable varies by program. Read the applicable statutes carefully. \*\*
- G.S. 105-275(12) Nonprofit corporation or association organized to receive and administer lands for conservation purposes
- G.S. 105-275(29a) Historic site-Attach copy of local ordinance designating property as historic property or landmark.
- G.S. 105-277.14 Working waterfront property
- G.S. 105-277.15A Site infrastructure land
- G.S. 105-278 Historic property-Attach copy of the local ordinance designating property as historic property or landmark.
- G.S. 105-278.6(e) Nonprofit property held as a future site of low- or moderate-income housing

Describe the property: Church  
Describe how you are using the property: (If another organization is using the property, give their name, how they are using the property, and any income you receive from their use) Church  
Affirmation: I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exemption or exclusion statute. I fully understand that an ineligible transfer of the property or failure to meet the qualifications will result in the loss of eligibility. If applying for a tax deferral program, I fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.  
Signature(s) of Owner(s): Thom Hall Title: Treasurer Date: 12-22-23  
All tenants of a tenancy in common must sign. Title: Date:

DO NOT submit this application to the NC Department of Revenue. Submit to the county assessor where the property is located.  
OFFICE USE ONLY: APPROVED | DENIED REASON FOR DENIAL:

APPLICATION FOR PROPERTY TAX EXEMPTION OR EXCLUSION

County: Municipality: Application for Tax Year: 2024  
Full Name of Owner(s): E C Teague De Jehoo  
Trade Name of Business: P O Box 520 Magnolia NC 28553  
Mailing Address of Owner:  
Phone: Cell: Email:

List the property identification numbers and addresses/locations for the properties included in this application. (Attach list if needed.)  
Property ID #: 09-2021 Address/Location: 4745 S W 117 Hwy Teachey  
Property ID #: 09-7021 Address/Location:  
Property ID #: Address/Location:

- Non-Deferral Exemptions and Exclusions: Select or annotate the exemption or exclusion for which this application is made. These exemptions or exclusions do not result in the creation of deferred taxes. However, taxes for prior years of exemption or exclusion may be recoverable if it is later determined that the property did not qualify for exemption or exclusion for those prior years.
- G.S. 105-275(8) Pollution abatement/recycling
- G.S. 105-275(17) Veterans organizations
- G.S. 105-275(18),(19) Lodges, fraternal & civic purposes
- G.S. 105-275(20) Goodwill Industries
- G.S. 105-275(45) Solar energy electric system
- G.S. 105-275(46) Charter school property
- G.S. 105-277.13 Brownfields-Attach brownfields agreement
- G.S. 105-278.3 Religious purposes
- G.S. 105-278.4 Educational purposes (institutional)
- G.S. 105-278.5 Religious educational assemblies
- G.S. 105-278.6 Home for the aged, sick, or infirm
- G.S. 105-278.6 Low- or moderate-income housing
- G.S. 105-278.6 YMCA, SPCA, VFD, orphanage
- G.S. 105-278.6A CCRC-Attach Form AV-11
- G.S. 105-278.7 Other charitable, educational, etc.
- G.S. 105-278.8 Charitable hospital purposes
- G.S. 131A-21 Medical Care Commission bonds
- Other:

- Tax Deferral Programs: Select the tax deferral program for which this application is made. \*\* These programs will result in the creation of deferred taxes that will become immediately due and payable, with interest, when the property loses eligibility. The number of years for which deferred taxes will become due and payable varies by program. Read the applicable statutes carefully. \*\*
- G.S. 105-275(12) Nonprofit corporation or association organized to receive and administer lands for conservation purposes
- G.S. 105-275(29a) Historic district, property held as a future site of a historic structure
- G.S. 105-277.14 Working waterfront property
- G.S. 105-277.15A Site infrastructure land
- G.S. 105-278 Historic property-Attach copy of the local ordinance designating property as historic property or landmark.
- G.S. 105-278.6(e) Nonprofit property held as a future site of low- or moderate-income housing

Describe the property: Church and land  
Describe how you are using the property: (If another organization is using the property, give their name, how they are using the property, and any income you receive from their use) FOR church service  
Affirmation: I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exemption or exclusion statute. I fully understand that an ineligible transfer of the property or failure to meet the qualifications will result in the loss of eligibility. If applying for a tax deferral program, I fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.  
Signature(s) of Owner(s): Kenneth Title: Trustee Date: 11-26-24  
All tenants of a tenancy in common must sign. Title: Date:

DO NOT submit this application to the NC Department of Revenue. Submit to the county assessor where the property is located.  
OFFICE USE ONLY: APPROVED | DENIED REASON FOR DENIAL:



APPLICATION FOR PROPERTY TAX EXEMPTION OR EXCLUSION

County: DUPLIN Municipality: TEACHEY Application for Tax Year: 2023

Full Name of Owner(s): EL TENPIO DE JENOVA

Trade Name of Business: P.O. BOX 520 WAGNOLIA NC 28452

Mailing Address of Owner: TEACHEY, NC 28454

Phone: (910) 665-1135 Cell: (910) 463-8563 Email: INFO@COMUNIDADDETEACHEY.ORG

List the property identification numbers and addresses/locations for the properties included in this application. (Attach list if needed.)

Property ID #: 09-3051 Address/Location: 4745 S US 119 WY TEACHEY

Property ID #: \_\_\_\_\_ Address/Location: \_\_\_\_\_

Property ID #: \_\_\_\_\_ Address/Location: \_\_\_\_\_

Non-Deferral Exemptions and Exclusions: Select or annotate the exemption or exclusion for which this application is made.

- G.S. 105-275(8) Pollution abatement/recycling
 G.S. 105-275(17) Veterans organizations
 G.S. 105-275(18)(19) Goodwill industries
 G.S. 105-275(20) Solar energy electric system
 G.S. 105-275(45) Charter school property
 G.S. 105-277.13 Brownfields-Attach brownfields agreement
 G.S. 105-278.3 Religious purposes
 G.S. 105-278.4 Educational purposes (institutional)
 G.S. 105-278.5 Religious educational assemblies
 G.S. 105-278.6 Home for the aged, sick, or infirm
 G.S. 105-278.6 Low- or moderate-income housing
 G.S. 105-278.6 YMCA, SPCA, VFD, orphanage
 G.S. 105-278.7 Other charitable, educational, etc.
 G.S. 105-278.8 Charitable hospital purposes
 G.S. 131A-21 Medical Care Commission bonds
 Other: \_\_\_\_\_

Tax Deferral Programs: Select the tax deferral program for which this application is made.

- G.S. 105-275(12) Nonprofit corporation or association organized to receive and administer lands for conservation purposes
 G.S. 105-275(29a) Historic district property held as a future site of a historic structure
 G.S. 105-277.14 Working waterfront property
 G.S. 105-277.15A Site infrastructure land
 G.S. 105-278 Historic property-Attach copy of the local ordinance designating property as historic property or landmark
 G.S. 105-278.6(e) Nonprofit property held as a future site of low- or moderate-income housing

Describe the property: Church and land

Describe how you are using the property: (If another organization is using the property, give their name, how they are using the property, and any income you receive from their use) FOR CHURCH SERVICE

Affirmation: I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exemption or exclusion statute. I fully understand that an ineligible transfer of the property or failure to meet the qualifications will result in the loss of eligibility. If applying for a tax deferral program, I fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

Signature(s) of Owner(s): Manab Title: TRUSTEE Date: 11-26-2023

All tenants of a tenancy in common must sign. DO NOT submit this application to the NC Department of Revenue. Submit to the county assessor where the property is located.

OFFICE USE ONLY: APPROVED / DENIED BY: John B. Edwards REASON FOR DENIAL: \_\_\_\_\_

APPLICATION FOR PROPERTY TAX EXEMPTION OR EXCLUSION

County: DUPLIN Municipality: TEACHEY Application for Tax Year: 2024

Full Name of Owner(s): IGLESIA CRISTIANA PALABRA DE FE

Trade Name of Business: \_\_\_\_\_

Mailing Address of Owner: P.O. BOX 187 TEACHEY, NC 28454

Phone: (910) 665-1135 Cell: (910) 463-8563 Email: INFO@COMUNIDADDETEACHEY.ORG

List the property identification numbers and addresses/locations for the properties included in this application. (Attach list if needed.)

Property ID #: 09-3401-2 Address/Location: 140 PAGE ST, TEACHEY, NC 28451

Property ID #: 09-3401-3 Address/Location: RAMSEY ST, TEACHEY, NC 28454

Property ID #: \_\_\_\_\_ Address/Location: \_\_\_\_\_

Non-Deferral Exemptions and Exclusions: Select or annotate the exemption or exclusion for which this application is made.

- G.S. 105-275(8) Pollution abatement/recycling
 G.S. 105-275(17) Veterans organizations
 G.S. 105-275(18)(19) Lodges, fraternal & civic purposes
 G.S. 105-275(20) Goodwill industries
 G.S. 105-275(45) Solar energy electric system
 G.S. 105-277.13 Charter school property
 G.S. 105-278.3 Brownfields-Attach brownfields agreement
 G.S. 105-278.4 Religious purposes
 G.S. 105-278.4 Educational purposes (institutional)
 G.S. 105-278.5 Religious educational assemblies
 G.S. 105-278.6 Home for the aged, sick, or infirm
 G.S. 105-278.6 Low- or moderate-income housing
 G.S. 105-278.6 YMCA, SPCA, VFD, orphanage
 G.S. 105-278.7 Other charitable, educational, etc.
 G.S. 105-278.8 Charitable hospital purposes
 G.S. 131A-21 Medical Care Commission bonds
 Other: \_\_\_\_\_

Tax Deferral Programs: Select the tax deferral program for which this application is made.

- G.S. 105-275(12) Nonprofit corporation or association organized to receive and administer lands for conservation purposes
 G.S. 105-275(29a) Historic district property held as a future site of a historic structure
 G.S. 105-277.14 Working waterfront property
 G.S. 105-277.15A Site infrastructure land
 G.S. 105-278 Historic property-Attach copy of the local ordinance designating property as historic property or landmark
 G.S. 105-278.6(e) Nonprofit property held as a future site of low- or moderate-income housing

Describe the property: CHURCH, NONPROFIT, 501 C3

Describe how you are using the property: (If another organization is using the property, give their name, how they are using the property, and any income you receive from their use) WE USE IT AS A CHURCH FOR RELIGIOUS PURPOSES

Affirmation: I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exemption or exclusion statute. I fully understand that an ineligible transfer of the property or failure to meet the qualifications will result in the loss of eligibility. If applying for a tax deferral program, I fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

Signature(s) of Owner(s): [Signature] Title: ALBERTO BARRERA Date: 11-13-2024

All tenants of a tenancy in common must sign. DO NOT submit this application to the NC Department of Revenue. Submit to the county assessor where the property is located.

OFFICE USE ONLY: APPROVED / DENIED BY: John B. Edwards REASON FOR DENIAL: \_\_\_\_\_

RECEIVED  
NOV 18 2024

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**Division of Public Health  
Agreement Addendum  
FY 24-25**

Duplin County Health Department <b>Local Health Department Legal Name</b>	State Office of Child Fatality Prevention <b>DPH Section / Branch Name</b>
701 Child Fatality Case Reporting <b>Activity Number and Description</b>	Stacie Turpin Saunders, 919-397-6238 Stacie.TurpinSaunders@dohhs.nc.gov <b>DPH Program Contact</b> <small>(name, phone number, and email)</small>
07/01/2024 -- 05/31/2025 <b>Service Period</b>	<b>DPH Program Signature</b> <small>(only required for a negotiable Agreement Addendum)</small>
08/01/2024 -- 06/30/2025 <b>Payment Period</b>	<b>Date</b>
<input checked="" type="checkbox"/> Original Agreement Addendum <input type="checkbox"/> Agreement Addendum Revision # -----	

**I. Background:**  
North Carolina Session Law (NCSL) 2023-134 enacted changes to strengthen the state's child fatality prevention system which included the establishment of a State Office of Child Fatality Prevention within the Division of Public Health (DPH), Department of Health and Human Services (the Department), made changes to the Child Fatality Prevention System, and made it mandatory to report child fatalities into the National Fatality Review Case Reporting System (NFR-CRS).  
The NFR-CRS is a web-based system hosted by the National Center for Fatality Review and Prevention within the Center for National Prevention Initiatives of the Michigan Public Health Institute (MPHI) and is used by many states to provide child death review teams with a data system for capturing, analyzing, and reporting of information shared at a child death or serious injury review. MPHI has a Cooperative Agreement with the Maternal and Child Health Bureau, Health Resources and Services Administration, U.S. Department of Health and Human Services, to manage the National Center for Fatality Review and Prevention.

Per NCSL 2023-134: "Not later than July 1, 2025, the Department shall ensure through its State Office of Child Fatality Prevention that all Local Teams (including Local Health Departments/Districts) have been provided guidelines and training addressing their participation in the NFR-CRS, and Local Teams shall begin utilizing the System for case reporting as specified in G.S. 7B-1413.5." Local Teams are defined as a multidisciplinary child death review team that is either a single or multicounty team responsible for performing any type of child fatality review pursuant to Article 14 of Chapter 7B of the General Statutes.

Health Director Signature \_\_\_\_\_ (use blue ink or verifiable digital signature) \_\_\_\_\_ Date \_\_\_\_\_

LHD to complete:  
For DPH to contact in case follow-up information is needed: LHD program contact name: \_\_\_\_\_  
Phone and email address: \_\_\_\_\_

**Signature on this page signifies you have read and accepted all pages of this document.** Template rev. June 2023

**II. Purpose:**

This Agreement Addendum provides funding for the Local Health Department to prepare and begin using the NFR-CRS. Funds were appropriated by the North Carolina General Assembly to support implementation of the changes authorized by NCSL 2023-134 to restructure child death reviews by Local Teams and to offset the costs associated with Local Team participation in NFR-CRS.

**III. Scope of Work and Deliverables:**

The Local Health Department (LHD) shall:

1. Sign an agreement with DPH to gain access to and use the NFR-CRS system and data by no later than April 1, 2025. Pursuant to N.C.G.S. 7B-1413.5, Local Teams shall utilize NFR-CRS for the purpose of collecting, analyzing, and reporting on information learned through child death reviews in a manner consistent with North Carolina law.
2. By May 1, 2025, identify and designate one LHD staff member to complete all child fatality case reporting in NFR-CRS. (This LHD staff member will participate in future ongoing NFR-CRS training provided by DPH.)
3. As of January 1, 2025, reorganize its Child Fatality Prevention Team (CCFT) and its Child Fatality Prevention Team (CFPT) into a single combined team to be referred to as the Local Team.
4. Ensure that the Local Team appoints one member to be Chairperson by January 1, 2025. This person will work directly with the LHD's health director and the director of the county department of social services.
5. Ensure that the Local Team appoint one member to be Review Coordinator by January 1, 2025. This role provides administrative and clerical support to the Local Team.
6. Ensure that the Local Team is comprised of individuals with the following roles:
  - a. Director of the county department of social services or the director of the consolidated human services agency
  - b. Additional staff member of the county department of social services or the consolidated human services agency
  - c. Director of the local department of public health
  - d. Local law enforcement officer
  - e. Attorney from the district attorney's office
  - f. Executive director of the local community action agency, or designee
  - g. Superintendent of each local school administrative unit located in the county, or designee
  - h. Member of the county board of social services
  - i. Local mental health professional
  - j. Local guardian ad item coordinator, or designee
  - k. Local health care provider
  - l. Emergency medical services provider or firefighter
  - m. District court judge
  - n. County medical examiner
  - o. Representative of a local childcare facility or Head Start program
  - p. Parent of a child who died before reaching the child's eighteenth birthday.



7. Require every Local Team member to sign a confidentiality statement and inform each member that they are subject to the provisions of G.S. 7B-1413.

8. In order to support the Local Team's review needs, allow additional individuals to serve as ad hoc members at the chairperson's discretion. The chairperson may invite a maximum of five additional individuals to participate on the Local Team on an ad hoc basis for a specific review if the chairperson believes the individual's subject matter expertise or position within an organization will enhance the ability of the Local Team to conduct an effective review. These ad hoc members may be from outside of the county or counties served by the Local Team.

As a condition of participating in a specific review, each ad hoc member is required to sign the same confidentiality statement signed by a Local Team member and is subject to the provisions of G.S. 7B-1413.

9. Work with the State Office of Child Fatality Prevention in developing the Local Team's process and structure for appointing Ad Hoc members that best supports high quality reviews.

10. Starting January 1, 2025, ensure that the Local Team reviews child deaths according to G.S. § 7B-1406.5; meeting once between January 1 and March 31, 2025 and once between April 1 and May 31, 2025.

a. Mandatory reviews include child deaths of resident children under age 18 in the county or counties comprising the Local Team that fall under one of the following categories of death:

1. Undetermined causes.
2. Unintentional injury.
3. Violence.
4. Motor vehicle incidents.
5. Pursuant to criteria set forth in G.S. 7B-1407.5, deaths related to child maltreatment or child deaths involving a child or child's family who was reported or known to child protective services.
6. Sudden unexpected infant death.
7. Suicide.
8. Deaths not expected in the next six months.
9. Additional infant deaths according to the criteria established by the State Office under G.S. 7B-1407.6.

b. For cases in which a Local Team is uncertain whether a death falls under one of the categories listed in Subparagraph a. above, the State Office of Child Fatality Prevention shall consult with the Office of the Chief Medical Examiner and appropriate medical professionals to make that determination.

#### IV. Performance Measures / Reporting Requirements:

##### I. Performance Measures:

- a. By April 1, 2025, sign an agreement to gain access to and use the NFR-CRS system and data.
- b. By January 1, 2025, notify the DPH Program Contact of the appointed chairperson, providing the individual's name, address, email address, and phone number.
- c. By January 1, 2025, notify the DPH Program Contact of the appointed review coordinator, providing the individual's name, address, email address, and phone number.

d. By May 1, 2025, notify the DPH Program Contact of the designated LHD staff member to complete all child fatality case reporting in NFR-CRS, providing the individual's name, address, email address, and phone number.

##### 2. Reporting Requirements:

a. **End-of-Year Performance Report:** Submit report identifying Local Team accomplishments and activities via Smartsheet<sup>1</sup> by May 31, 2025.

3. **Reporting Required Subcontract Information**  
In accordance with revised NCDHHS guidelines effective October 1, 2024, the LHD must provide the information listed below for every subcontract receiving funding from the LHD to carry out any or all of this Agreement Addendum's work.

This information is **not** to be returned with the signed Agreement Addendum (AA) but is to be provided to DPH when the entities are known by the LHD.

a. Subcontracts are contracts or agreements issued by the LHD to a vendor ("Subcontractor") or a pass-through entity ("Subrecipient").

1. Subcontractors are vendors hired by the LHD via a contract to provide a good or service required by the LHD to perform or accomplish specific work outlined in the executed AA. For example, if the LHD needed to build a data system to satisfy an AA's reporting requirements, the vendor hired by the LHD to build the data system would be a Subcontractor. (However, not all Vendors are considered Subcontractors. Entities performing general administrative services for the LHD (e.g., certified professional accountants) are not considered Subcontractors.)

2. Subrecipients of the LHD are those that receive DPH pass-through funding from the LHD via a contract or agreement for them to carry out all or a portion of the programmatic responsibilities outlined in the executed AA. (Subrecipients are also referred to as Subgrantees in NCAC.)

The following information must be submitted via Smartsheet for review prior to the entity being awarded a contract or agreement from the LHD:

- Organization or Individual's Name (if an individual, include the person's title)
- EIN or Tax ID
- Street Address or PO Box
- City, State and ZIP Code
- Contact Name
- Contact Email
- Contact Telephone
- Fiscal Year End Date (of the entity)
- State whether the entity is functioning as a pass-through entity Subcontractor or Subrecipient of the LHD.

##### V. Performance Monitoring and Quality Assurance:

The State Office of Child Fatality Prevention shall maintain contact via email and telephone to monitor programmatic and fiscal performance. The DPH Program Contact will monitor the performance based on information obtained from data in NFR-CRS. The DPH Program Contact will follow up with Local Team chairperson, as needed, for consultation and performance improvement.

<sup>1</sup> <https://app.smartsheet.com/publish?EQBCT=82078468e7b44c9b44e113b6c536fb>

Activity 701	AA 131304	2B22911	2000000000	Proposed	New
Service Period	07/01-05/31	08/01-06/30	Total	Total	Total
Payment Period	07/01-05/31	08/01-06/30	Allocated	Allocated	Allocated
01 Alamance	*	0	2,380	\$0.00	2,380
01 Albemarle	*	0	6,722	\$0.00	6,722
02 Alexander	*	0	865	\$0.00	865
04 Anson	*	0	1,485	\$0.00	1,485
02 Appalechian	*	0	1,785	\$0.00	1,785
07 Beaufort	*	0	1,127	\$0.00	1,127
09 Bladen	*	0	824	\$0.00	824
10 Brunswick	*	0	1,430	\$0.00	1,430
11 Buncombe	*	0	2,582	\$0.00	2,582
12 Burke	*	0	1,309	\$0.00	1,309
13 Cabarrus	*	0	2,743	\$0.00	2,743
14 Calhoun	*	0	1,390	\$0.00	1,390
16 Carteret	*	0	1,127	\$0.00	1,127
17 Caswell	*	0	622	\$0.00	622
18 Catawba	*	0	2,259	\$0.00	2,259
19 Chatham	*	0	1,168	\$0.00	1,168
20 Cherokee	*	0	844	\$0.00	844
22 Clay	*	0	521	\$0.00	521
23 Cleveland	*	0	1,754	\$0.00	1,754
24 Columbus	*	0	1,687	\$0.00	1,687
25 Craven	*	0	1,895	\$0.00	1,895
26 Cumberland	*	0	7,869	\$0.00	7,869
28 Dare	*	0	562	\$0.00	562
29 Davidson	*	0	2,380	\$0.00	2,380
30 Davie	*	0	968	\$0.00	968
31 Duplin	*	0	1,949	\$0.00	1,949
32 Durham	*	0	4,451	\$0.00	4,451
33 Edgecombe	*	0	2,051	\$0.00	2,051
07 Foothills	*	0	1,890	\$0.00	1,890
34 Forsyth	*	0	6,117	\$0.00	6,117
35 Franklin	*	0	1,349	\$0.00	1,349
36 Gaston	*	0	3,572	\$0.00	3,572
38 Graham	*	0	420	\$0.00	420
03 Gran-Vance	*	0	3,016	\$0.00	3,016
40 Greene	*	0	1,323	\$0.00	1,323
41 Guilford	*	0	7,996	\$0.00	7,996
42 Halifax	*	0	1,990	\$0.00	1,990
43 Harnett	*	0	2,319	\$0.00	2,319
44 Haywood	*	0	1,006	\$0.00	1,006
45 Henderson	*	0	1,572	\$0.00	1,572
47 Hoke	*	0	2,313	\$0.00	2,313
48 Hyde	*	0	1,061	\$0.00	1,061
49 Iredell	*	0	2,541	\$0.00	2,541
50 -Jackson	*	0	642	\$0.00	642

Page 5 of 5

If the LHD is deemed out of compliance, not meeting scope of work and deliverables, the DPH Program Contact shall work with the LHD to produce a corrective action plan (CAP). The CAP will include timeline requirements and additional meetings with State Office of Child Fatality Prevention staff in order to get the LHD back to meeting project standards. Failure to comply with the CAP may result in a decrease in funding or removal from consideration for future funding for related activities.

VI.

Funding Guidelines or Restrictions:

1. **Federal Funding Requirements:** where federal grant dollars received by the Division of Public Health (DPH) are passed through to the Local Health Department (LHD) for all or any part of this Agreement Addendum (AA).
  - a. **Requirements for Pass-through Entities:** In compliance with 2 CFR §200.331 - *Requirements for pass-through entities*, DPH provides Federal Award Reporting Supplements (FASs) to the LHD receiving federally funded AAs.
    1. Definition: An FAS discloses the required elements of a single federal award. FASs address elements of federal funding sources only; state funding elements will not be included in the FAS. An AA funded by more than one federal award will receive a disclosure FAS for each federal award.
    2. Frequency: An FAS will be generated as DPH receives information for federal grants. FASs will be issued to the LHD throughout the state fiscal year. For a federally funded AA, an FAS will accompany the original AA. If an AA is revised and if the revision affects federal funds the AA Revision will include an FAS. FASs can also be sent to the LHD even if no change is needed to an AA. In those instances, the FAS will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
  - b. **Required Reporting Certifications:** Per the revised Uniform Guidance, 2 CFR 200, if awarded federal pass-through funds, the LHD as well as all subrecipients of the LHD must certify the following whenever 1) applying for funds, 2) requesting payment, and 3) submitting financial reports:
 

"I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."
2. This AA is funded with 100% State Appropriations allocated under NCSL 2023-134.



**New Child Fatality Prevention System Frequently Asked Questions**

**FUNDING**

1. **What is the new funding formula for the Agreement Addendum for child fatality?**  
 Counties in the top quartile for Social Vulnerability (based on Centers for Disease Control and Prevention and Agency for Toxic Substances and Disease Registry Social Vulnerability Index) will receive \$1,000 in base funding. Counties in all other SVI quartiles receive \$400 in base funding. The remaining \$134,000 will be allocated across the counties based on their proportion of statewide child deaths occurring in the previous 5-year period. This funding formula was developed collaboratively with the North Carolina Association of Local Health Directors. Funds are distributed via Agreement Addendum 701 to Local Health Departments.

2. **Can the funding be used for child fatality prevention activities instead of personnel to complete the report form?**  
 The Agreement Addendum 701 provides funding for the Local Health Department to prepare and begin using the National Fatality Review-Case Reporting System (NFR-CRS). Funds were appropriated by the NC General Assembly to support implementation of the changes authorized by NCSL 2023-134 to restructure child death reviews by Local Teams and to offset the costs associated with Local Team participation in the NFR-CRS.

Funding provided through Agreement Addendum 352 can continue to be used for programming, hiring of staff to support the CFPT (future Local Team), safety equipment/prevention efforts and/or child fatality trainings.

**TEAM OPERATION**

3. **Can we opt to have a single team that will be a combination of our County CFPT and CCPT?**  
 As of January 1, 2025, all teams will operate as a single combined team. The new legislation combines the current CCPT and CFPT configuration as of January 2025, and these terms will no longer be used. The combined team will be referred to as the 'Local Team'. Your Board of County Commissioners can choose to remain a single county team (as opposed to a multi-county team).

4. **For multi-county team structure, how do counties choose who to partner with? Have you seen or do you anticipate that the multi-county team approach is a more systems driven process?**

51 Johnston	* 0	2,885	\$0.00	2,885	2,885
52 Jones	* 0	602	\$0.00	602	602
53 Lee	* 0	1,909	\$0.00	1,909	1,909
54 Lenoir	* 0	2,010	\$0.00	2,010	2,010
55 Lincoln	* 0	1,289	\$0.00	1,289	1,289
56 Macon	* 0	683	\$0.00	683	683
57 Madison	* 0	582	\$0.00	582	582
D4 M-T-W	* 0	3,006	\$0.00	3,006	3,006
60 Mecklenburg	* 0	13,713	\$0.00	13,713	13,713
62 Montgomery	* 0	683	\$0.00	683	683
63 Moore	* 0	1,531	\$0.00	1,531	1,531
64 Nash	* 0	1,673	\$0.00	1,673	1,673
65 New Hanover	* 0	2,198	\$0.00	2,198	2,198
66 Northampton	* 0	1,263	\$0.00	1,263	1,263
67 Onslow	* 0	3,632	\$0.00	3,632	3,632
68 Orange	* 0	1,935	\$0.00	1,935	1,935
69 Pamlico	* 0	582	\$0.00	582	582
71 Pender	* 0	986	\$0.00	986	986
73 Person	* 0	824	\$0.00	824	824
74 Pitt	* 0	3,733	\$0.00	3,733	3,733
75 Polk	* 0	501	\$0.00	501	501
76 Randolph	* 0	2,663	\$0.00	2,663	2,663
77 Richmond	* 0	2,152	\$0.00	2,152	2,152
78 Robeson	* 0	3,929	\$0.00	3,929	3,929
79 Rockingham	* 0	1,511	\$0.00	1,511	1,511
80 Rowan	* 0	2,178	\$0.00	2,178	2,178
82 Sampson	* 0	1,970	\$0.00	1,970	1,970
83 Scotland	* 0	1,747	\$0.00	1,747	1,747
84 Stanly	* 0	1,208	\$0.00	1,208	1,208
85 Stokes	* 0	804	\$0.00	804	804
86 Surry	* 0	1,147	\$0.00	1,147	1,147
87 Swain	* 0	1,323	\$0.00	1,323	1,323
D6 Toe River	* 0	1,042	\$0.00	1,042	1,042
88 Transylvania	* 0	764	\$0.00	764	764
90 Union	* 0	2,400	\$0.00	2,400	2,400
92 Wake	* 0	11,935	\$0.00	11,935	11,935
93 Warren	* 0	1,263	\$0.00	1,263	1,263
96 Wayne	* 0	3,606	\$0.00	3,606	3,606
97 Wilkes	* 0	1,309	\$0.00	1,309	1,309
98 Wilson	* 0	2,495	\$0.00	2,495	2,495
99 Yadkin	* 0	945	\$0.00	945	945
00 Yancey	* 0	501	\$0.00	501	501
Totals		188,996	0	188,996	188,996

Sign and Date - DPH Program Administrator <i>Andrea Catalano</i> 10/30/24	Sign and Date - DPH Section Chief <i>M. Mauldin</i> 11.04.2024
Sign and Date - DPH Budget Office - ATC Coordinator <i>Jany Aydy</i> 11/5/2024	Sign and Date - DPH Budget Officer <i>April Johnson</i> 11/7/2024

Countries can choose to partner with one or more counties to form a multi-county team if approved by each county's Board of County Commissioners. The new legislation directs the Board of County Commissioners to consult with their Department of Public Health Director and Department of Social Services Director to get their input and recommendation to help the Board of County Commissioners make this decision. A multi-county approach may benefit counties with low number of child fatalities each year, minimal resources, or established health districts. However, there are likely challenges (e.g., allocation of resources, membership, travel / meeting logistics) that would need to be addressed with a multi-county approach. Counties may decide in the future to combine into a multi-county team.

**5. Do the county commissioners need to make a formal vote for the single or multi-county team?**

Each county's local board of county commissioners shall evaluate and determine whether the county will have its own Local Team or be part of a multicounty team. This determination, in consultation with the director of the local health department and the director of the local department of social services, may include a formal process for engagement and decision making, such as a vote. It is, ultimately, a local decision as to what is done to evaluate and come to a decision.

If desired, a template for board action can be found on the [CFFET resource page](#).

**6. Can the county teams still utilize a subcommittee?**

The new child fatality legislation does not explicitly address the use of subcommittees. Historically, subcommittees were established to allow the larger CFFET to concentrate on fatalities with greater potential for prevention efforts. The new legislation narrows the categories for review but does require all fatalities within the listed categories of death to be entered into the NFR-CRS starting July 1, 2025. Although the legislation does not prohibit Local Teams from using subcommittees, the original purpose for subcommittees may no longer be applicable for use by Local Teams.

**7. What and how will training for these new changes be implemented prior to January 2025?**

DHHS continues to establish and hire for the State Office of Child Fatality Prevention and will develop a timeline for specific training for the coming year. In addition, we are working on developing a Toolkit for Local Teams to serve as a comprehensive resource to guide Local Teams through the enhanced child fatality review process. The Toolkit will contain details about the overall process, how information will flow, and details about the roles and responsibilities of the Local Teams. The Toolkit will also contain resources (e.g., technical

assistance, subject matter experts) that are available to Local Teams to help them complete effective child fatality reviews. We will share more details about the Toolkit and available resources in the upcoming months.

Specific training on use of the National Fatality Review-Case Reporting system is anticipated in the new year.

In the meantime, Local Teams should consult the latest communication document from DHHS (link) with steps on the following:

- Determining if the Local Team will operate as a single county team or as a multi-county team
- Identify a Chair for the Local Team
- Confirm all required positions are filled
- Identify potential ad hoc members, see question/answer 24

**8. What is the estimated time frame for when the training to use the National Fatality Review - Case Reporting System? How much time will this training take? Who needs to take this training? Who is ultimately responsible for entering the data into this system?**

The new legislation requires the entry of child fatality review data into the National Fatality Review - Case Reporting System starting in July 2025. Agreement Addendum 701 provides funding to offset the costs associated with Local Team participation in the National Fatality Review Case Reporting System, including supporting training on the use of the NFR-CRS. Appropriate data use agreements will have to be in place.

We are still designing the reporting process, including what information will be entered into this system, training logistics, and who will enter the information. We anticipate the design will be completed by the end of this calendar year and will provide more details as they become available.

**9. How much time is anticipated from Local Team members to accommodate these new requirements (e.g., will this need to be a fulltime position)?**

The legislation requires Local Teams to meet a minimum of two times a year. Additional meetings can be scheduled as frequently as necessary to fulfill requirements. The amount of time needed for Local Team members will be impacted by the number of child fatality reviews that are conducted and the complexity of the individual cases.

**10. How do we train the ad hoc members for serving on the team? It may be harder to get participation in this format. Is anyone else concerned about this?**

Ad hoc members will continue to sign the confidentiality form, as is the current practice for CFPTs. When inviting ad hoc members, we encourage the Local Team to communicate their purpose and the role these individuals will play in achieving the overarching goals of the review. We expect training materials and documentation to be available from the State Office after January 2025.

**11. I'm noticing that this document states the team should meet a minimum of twice each year; however, our AA says 4 meetings per year. Once this takes effect, will our AA be updated to reflect that change?**

For fiscal year 2025 (July 1, 2024, to June 30, 2025), Local Teams will continue to operate under the DCFW Agreement Addendum 352, which has the 4-meeting minimum.

Starting in Fiscal Year 26, a singular Agreement Addendum will include the necessary information and all funding (combined from AA 352 and AA 701.) Teams will then be required to meet a minimum 2 times a year.

**12. Will Local Teams be sent all child fatalities or only ones required in the legislation?**

We are still in the process of setting up the new Office of Child Fatality Prevention, which includes hiring staff to fill the budgeted positions, developing standard operating procedures, and determining what information will be entered into the NFR-CRS/ sent to Local Teams. We anticipate the design will be completed by the end of this calendar year and will provide more details as they become available.

**TEAM MEETINGS**

**13. What should teams do with cases that are still open within Law Enforcement for investigation?**

In order to avoid interference with an active law enforcement investigation or subsequent case with the District Attorney, Local Teams are advised to wait to conduct the child fatality review process until all open law enforcement and District Attorney cases are resolved. This approach also allows the Local Team to have a more complete picture of the facts associated with the child fatality to help inform its findings and recommendations.

**14. Can teams look up other children in the family (live children) for more current information?**

Local Teams should consult their Department of Social Services Director or the State Division of Social Services Regional Support Team for guidance.

**15. Can Local Teams use AI in team meetings (e.g., to support note taking), or is this considered a breach of confidentiality?**

Due to the sensitivity of the information being discussed during the child fatality review process, we would recommend refraining from using AI during team meetings. For a formal legal opinion, Local Teams can consult with the Legal departments within their county agencies.

**16. Does there have to be a quorum at Local Team meetings?**

The legislation does not address the issue of quorums at Local Team meetings. Local Teams are encouraged to set their own expectations for meeting attendance. In developing these expectations, teams should consider the necessary composition for a productive review. The composition of the teams is intended to ensure there is appropriate representation from necessary and various perspectives to adequately review a child death and make informed recommendations for prevention.

**17. Are CFPT meetings required to be in-person starting in 2025?**

This is not addressed by the legislation. Teams are encouraged to structure their meetings in a way that facilitates the highest quality reviews for their Local Team.

**TEAM MEMBERSHIP**

**1. Does the review coordinator role continue to support the Local Team?**

Yes, it is not the intention of the legislation for the review coordinator position responsibilities to end; this role can continue to support the Team. Staff supporting the functioning of the team do not need to count towards a team's Ad Hoc members. A person functioning in the role of review coordinator, is a staff person supporting the team rather than an Ad Hoc member.

**2. Can the 5 "ad hoc" members be pre-selected/appointed and just kept on standby or even routinely invited OR should they be chosen at the time when the review will be taking place? \*Example, CMARC nurse who has an abundance of information for the review does not fall in as a 'required member'**

The appointment and structure of Ad Hoc members will be a local team decision. Local Teams should use their Ad Hoc members in a way that best supports the Local Team's review needs. The new State Office will be available to support local teams in developing a process and structure for appointing Ad Hoc members that best support high quality reviews.

**3. Can co-chair be an ad hoc member?**

The legislation does not take a position on whether or not an ad hoc member can serve as a co-chair. Whether or not this is feasible, largely depends on how a local team decides to structure the use of the ad hoc members.

**4. With our current set-up, the health director designee holds the chair position. Would the health director/designee also be able to hold chair while also serving at that direct role?**

Yes, the health director can be the chair if that is the desire of the team. It is known that some counties may have informally given the chair role to a health department employee as a 'health director designee', however this is not in compliance with current or future legislation. As of now, there is no designee for the health director's role. An ad-hoc position can be used for a health department employee to serve in the chair role.

**5. Does our team need to elect a new Chair at our next meeting for the next calendar year and can the Chair still be a person from the community versus a LHD staff member?**

The legislation does not create new standards for who can serve as chair.

A new chair does not necessarily need to be elected as long as the current Chair is a member of the new consolidated team, they can continue to serve as chair.

**6. Does the HD/DSS Director or Health and Human Services Combined Director need to attend?**

Either the DSS Director of Human Service Combined Director, whichever has authority over DSS practice needs to be a member of the local team. In addition, a member of the appropriate Director's staff should be appointed to the team as well.

**7. What do counties do for the position of member of the DSS board if they don't have a DSS board and instead have an advisory board or health and human services board?**

A member should be appointed by the closest equivalent board with oversight responsibilities over local DSS practice.

**OTHER**

**8. How will the new Office of Child Fatality Prevention monitor Local Teams?**

We are still in the process of setting up the new Office of Child Fatality Prevention, which includes hiring staff to fill the budgeted positions and developing standard operating procedures. Although the Office of Child Fatality Prevention's specific approach to monitor Local Teams has not been developed, it may be similar to how the Division of Child and Family Wellbeing currently conducts periodic monitoring visits with local child fatality

review teams and provides a completed form with feedback to the Chair to include in their county accreditation documentation.

**9. Do local CFPT need to have our 2023 Quarter 4 reviews completed before January 1, 2025, due to the consolidation?**

While it would be ideal for local CFPTs to complete their 2023 Quarter 4 reviews before January 1, 2025, the current guidance mandates that a CFPT Confidential Report Form be submitted to the program coordinator within 45 days of the review date. This requirement will remain in effect until January 1, at which point the latest Quarter 4 review report forms should be submitted by February 14, 2025, which is 45 days after the end of Quarter 4.

APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

County: Duplin  
LEA: Duplin County Schools  
Address: PO Box 128 Kenansville NC 28349  
Phone: 910 286 6199  
Contact Person: Roger Jones  
Title: Advisor of Operations

Project Title: Duplin County Schools Security Card Access Systems  
Location: 315 N Main St Kenansville NC 28349  
Type of Facility: Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:  
(3) No county shall have to provide matching funds.  
(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.  
(5) A county may not use monies in this Fund to pay for school technology needs.


As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project:

Estimated Costs:

Purchase of Land	\$
Planning and Design Services	
New Construction	75,000.00
Additions / Renovations	
Repair	
Debt Payment / Bond Payment	
TOTAL	\$ 75,000.00

Estimated Project Beginning Date: 01/02/2023 Est. Project Completion Date: 01/15/2025  
We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 75,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.  
 (Date) 12/16/2024  
18-2-2024 (Date)

BA # \_\_\_\_\_ Duplin County  
Budget Amendment

Department Title: Health  
Department Head's Signature: Tracy Simmons - Kormsday / Billie Jo Dunn  
(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:**  
Budget additional State funding for Child Fatality

Revenue Code	Line Item Description	Amount	Expense Code	Line Item Description	Amount
5110-35142	Child Health	1,949.00	5187-43192	Child Fatality Task Force	1,949.00
Total		1,949.00	Total		1,949.00

Finance Signature \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
Manager Signature \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
Commissioner Approval \_\_\_\_\_  
Date Approved: \_\_\_\_\_

12/12/2024

STATE OF NORTH CAROLINA  
COUNTY OF DUPLIN

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this \_\_\_\_\_ day of December, 2024, by and between the COUNTY OF DUPLIN, a body politic of Duplin County, North Carolina, ("LESSOR") and ROSS THORNTON ("LESSEE").

WITNESSETH:

That for and in consideration of the mutual covenants and agreements hereinafter set forth, the LESSOR does hereby lease and rent to the LESSEE, for the term and upon the conditions hereinafter set forth, those certain premises (hereinafter referred to as the "premises" or "leased premises") in "AS IS" condition and more particularly described as follows:

An area consisting of approximately 102 acres of land at the West Park Business and Industry Center, being all of Lots 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27 as shown and depicted upon that certain map entitled "Revised Final Plat, WestPark - Bruce Costin Road, Section 1 and Section 2" recorded in Map Book 20, Page 17, Duplin County Registry, as shown on the survey marked "Exhibit A", less approximately 2 acres (outlined in red) for a new County Water Supply Well; which is attached hereto and made a part thereof.

TO HAVE AND TO HOLD said premises above described, together with all privileges and appurtenances thereto belonging upon the following terms and conditions:

1. **TERM/MODIFICATION/CONTINGENCIES:** The original term of this Lease shall be for a one (1) year period, commencing on January 1, 2025, and terminating on December 31, 2025.

2. **RENT:** The Lessee shall pay to the Lessor during the term set forth in paragraph one (1) above, without demand and without deduction, abatement or set off, rent in the amount of SEVENTEEN THOUSAND EIGHT HUNDRED DOLLARS and No Cents (\$17,800.00) annually. Said annual rent shall be paid by January 15, 2025, and continuing in a like amount being payable on or before each anniversary date of this lease. Failure to pay such annual rent by January 30 each year shall result in a 5% late fee which shall be considered unpaid rent and shall serve as grounds for immediate termination of this Agreement and immediate possession of the premises by Lessee.

3. **OPTION TO RENEW:** This Lease Agreement may be extended under the same terms and conditions for two (2) additional periods of one (1) year upon mutual agreement of both parties at least thirty (30) days prior to the expiration of the base term. In such case as this Option to Renew is executed, the renewed Lease Agreement shall, for the period of January 1 through December 31, be subject to the same terms and conditions from the original lease.

If the Option to Renew is executed, Lessee shall pay rent in the amount of SEVENTEEN THOUSAND EIGHT HUNDRED DOLLARS and No Cents (\$17,800.00) annually. Said annual rent

shall be paid by January 15 of each renewal year, and continuing in a like amount being payable on or before each anniversary date of this lease. Failure to pay such annual rent by January 30 each year shall result in a 5% late fee which shall be considered unpaid rent and shall serve as grounds for immediate termination of this Agreement and immediate possession of the premises by Lessee.

4. **TERMINATION CLAUSE:** This lease may be terminated by Lessor upon thirty (30) days written notice if the leased premise is required for a public purpose.

5. **COMPENSATION FOR RELEASE:** That upon release of any lands from the Lease, pursuant to Paragraph 4 above, Lessor shall compensate Lessee for crops already planted on the lands so released, as follows:

- a. \$500 per acre of land upon which cotton has been planted.
- b. \$575 per acre of land upon which corn has been planted.
- c. \$350 per acre of land upon which soybeans has been planted.
- d. \$200 per acre of land upon which wheat has been planted.
- e. \$1,000 per acre of land upon which tobacco has been planted
- f. \$800 per acre of land upon which peanuts has been planted.

Though other type crops may be planted on the leased premises, no compensation for their distribution and release shall be given.

6. **USE:** The premises shall be used by the Lessee solely for the purposes of establishing, farming, and harvesting crops. No other use shall be made of the premises without the prior written consent of the Lessor, but such consent shall not be withheld unreasonably. No unlawful or offensive use shall be made of the premises. The Lessee agrees to comply with all state and federal or city and county laws and ordinances relating to the use of the premises, including specifically, but not exclusively, all laws and ordinances relating to the storage and use of inflammable, toxic, or combustible materials. Failure to comply with all local, state, or federal laws shall serve as grounds for immediate termination.

7. **ASSIGNMENT AND SUBLEASE:** The Lessee shall not assign or in any manner transfer the lease or any estate, interest or benefit therein or sublet the premises or any parts thereof or permit the use of the same or any part thereof by anyone other than Lessee without the written prior consent of Lessor.

8. **ALTERATIONS, IMPROVEMENTS, AND RETURN OF PREMISES:** The Lessee at its own expense may make alterations, additions, and improvements of a material or structural nature only with the prior written consent of the Lessor. All alterations, additions and improvements shall become the property of the Lessor and shall be surrendered with the premises upon termination of this lease, but the Lessor may require the Lessee to remove any part or all of such alterations, additions, or improvements, at the Lessee's expense, upon termination hereof. During the term of this lease and upon the termination hereof, the Lessee

shall have the right to remove all fixtures, equipment, and machinery installed upon the premises by it, provided that removal can be effected without materially damaging or affecting the building structurally. Any damage by such removal shall be repaired by the Lessee at its expense. The Lessee agrees that it will return the leased premises at the end of the term or upon any earlier termination of this lease, in as good order and condition, ordinary wear and tear excepted, as the leased premises were at the time of the commencement of this lease.

**9. LESSEE'S OBLIGATION TO MAINTAIN:** The Lessee shall keep and maintain the premises in neat, orderly, safe, and clean condition all times during the term of this lease, and shall return the same to Lessor at any termination hereof in as good a condition as the premises were at the commencement of the term hereof, except for loss, damage or depreciation caused by reasonable wear and tear and damage by accidental fire or other casualty. It is agreed that the area to be planted and maintained by the Lessee shall be kept free of weeds at all times and that the height of vegetation/grass shall not exceed twenty (20) inches.

The Lessee shall be solely responsible for all costs associated with the establishment, planting, maintenance, irrigation and harvesting of the crops in the designated area. The Lessee will perform appropriate soil testing and preparation, and apply herbicides, lime, and fertilizer in accordance with the recommendations of the North Carolina State Department of Agriculture, the costs of which will also be borne by the Lessee. It is understood and agreed between the parties that the Lessor shall have no responsibility for these or other costs associated with the Lessee's use of the premises during the term of this lease.

The Lessee shall surrender the leased premises, at termination or release thereof, with all fields, ditches, and pathways maintained in a professional and best farming practices manner.

**10. UTILITIES:** It is understood and agreed by the parties hereto that Lessor shall not furnish any water, heat, gas, lights, electricity or other utilities required for the use of the leased premises and that all such expense shall be borne by Lessee.

**11. ENTRY BY LESSOR:** The Lessor shall have the right to enter the premises at all reasonable hours for the purposes of inspecting the same; however, the Lessor shall whenever possible provide the Lessee with reasonable notice of the Lessor's intent to enter and inspect the premises.

**12. INSURANCE OBTAINED BY LESSOR:** Lessor may procure and keep in force for its sole benefit and at its own discretion during the term of this lease a policy or policies of fire, all-risk coverage, and liability insurance.

**13. INSURANCE OBTAINED BY LESSEE:** The Lessee, at its expense, shall procure and continue in force general liability insurance naming the Lessor as a named insured against any and all claims for injuries to persons occurring on the leased premises in an amount not less than One Million Dollars (\$1,000,000) for injuries to persons in one accident, not less than Three Hundred Thousand Dollars (\$300,000) for injury to any one person, and property damage at least in the amount of One Hundred Thousand Dollars (\$100,000). Such insurance shall be written by a company authorized to engage in the business of general liability insurance in the State of

North Carolina. The policy or policies shall provide that the insurance shall not be cancelled nor shall there be any change in the scope or amount of coverage of the policy unless ten (10) days prior written notice has been given to the Lessor. The policy or policies, or certifications thereof, shall be delivered to the Lessor and Lessee upon the commencement of the interim term of this lease and upon each renewal of the insurance.

In addition, Lessee shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation benefits to its employees in the manner and to the extent required by such Act.

**14. WAIVER OF SUBROGATION RIGHTS:** Subject to the conditions hereinafter provided in this paragraph, the Lessor shall not be liable for any business interruption, any loss or damage to property, or injury to or any death of any person occurring on the lease premises, or in any manner growing out of or connected with the Lessee's use and occupation of the leased premises, or the condition thereof, whether or not caused by the negligence or other fault of the Lessor, the Lessee, or their respective agents, employees, Lessees, sub-lessees, licensees or assignees.

**15. INDEMNIFICATION:** The Lessee shall defend, indemnify and hold harmless the Lessor from and against any actual or threatened claim, loss, expense, or damage (including attorney fees) arising out of any act or neglect of the Lessee, its servants, employees, agents, or invitees, or any change, alteration or improvement made by Lessee in the premises.

**16. DEFAULT; IF LESSEE:** (a) fails to pay rent as provided in this lease when due; (b) breaches any other agreement or obligation herein set forth; (c) files (or has filed against it) any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar actions), either in state or federal court; (d) becomes insolvent, makes any transfer in fraud of creditors, has a receiver appointed for its assets, or abandons the premises, or makes an assignment for benefit of creditors, then in addition to any other lawful right or remedy which it may have, Lessor may do the following: (a) declare the rent for the balance of the term immediately due and payable, and collect the same by distress or otherwise; (b) seize and hold any personal property of Lessee located on the leased premises and assert against the same as a lien for monies due for Lessor; (c) without obtaining any court authorization, lock the leased premises and deny Lessee access thereto; (d) immediately terminate this lease without further notice and immediately repossess the leased premises, and with or without terminating, relet the same at such amount as Lessor deems reasonable, and if the relet rent is less than the rent paid by Lessee then Lessee shall pay the difference on demand to Lessor. All expenses of Lessor in repairing or restoring the premises for reletting, together with leasing fees in seeking and obtaining a new Lessee, shall be charged as a liability to Lessee as unpaid rent. Lessor's reasonable attorney's fees in pursuing any of the foregoing remedies, or in collecting any rents due by Lessee hereunder, shall be paid by Lessee. All rights and remedies of Lessor are cumulative, and the exercise of any one shall not be construed as an election excluding Lessor at any other time from exercise of a different or inconsistent remedy. No waiver by Lessor of any covenant or condition shall be deemed to imply or constitute a further waiver of the same at a later time.

23. **LAWS GOVERNING:** This lease shall be governed by the laws of the State of North Carolina. Any action or proceeding relating hereto shall only be brought in the County of Duplin, North Carolina.

**IN WITNESS WHEREOF, LESSOR AND LESSEE** have executed this lease in two (2) duplicate originals, all as of the day and year first above written.

Reviewed by Department Head:

[Signature]  
Signature 12/11/2024  
Date

**LESSOR: DUPLIN COUNTY**

[Signature]  
Signature

Dexter B. Edwards  
Print Name

[Signature]  
Witness

12/11/2024  
Date

**LESSEE: ROSS THORNTON**

[Signature]  
Signature

Ross Thornton  
Print Name

[Signature]  
Witness

12/11/2024  
Date

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

18. **SIGNS:** All external signs shall be approved by the Lessor.

19. **NOTICES:** Any notice required to be given hereunder from either of the parties to the other shall be in writing. Notices from Lessor to Lessee may be served personally, posted on the door of the leased premises, or sent by the United States Postal Service by first class mail, postage paid, certified, return receipt requested, and addressed as follows:

**NOTICE TO LESSOR:**  
Duplin County Economic Development  
Executive Director  
260 Airport Road  
Kenansville, NC 28349  
Phone: 910-296-2180

**NOTICE TO LESSEE:**  
Ross Thornton  
10730 Hobbton Hwy  
Clinton, NC 28328  
Phone: 910-990-2085

20. **HOLDOVER:** It is further covenanted and agreed that if Lessee, any assignee or sub-lessee shall continue to occupy the leased premises after the expiration of this Lease, such tenancy shall be considered a month-to-month tenancy and Lessor shall have the right to immediate possession of the premises upon five (5) days written notice to Lessee.

21. **ENTIRE AGREEMENT; NON-WAIVER:** This lease agreement contains the entire agreement of the parties as to their subject matter and may not be altered, amended, or modified except by a writing signed by both parties. No waiver of or delay in exercising any right or power under this lease shall impair any such right or power, or shall be construed as a waiver of any breach or default, or acquiescence thereto. One or more waivers of any covenant, term, or condition of this lease by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach or default of the same covenant, provision, or condition. The consent or approval by either party of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act. No provision of this lease shall be deemed to have been waived unless such waiver is in writing and signed by the waiving party. The receipt by Lessor of rent with knowledge of or during the existence of any breach or default shall not be deemed a waiver of such breach or default.

22. **SUCCESSORS AND ASSIGNS:** This Lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators and legal representatives of the parties hereto.



County of Duplin  
Office of the County Commissioners



RESOLUTION APPROVING AGRICULTURAL LEASE OF COUNTY OWNED LAND,  
WESTPARK BUSINESS AND INDUSTRIAL PARK

WHEREAS, the County of Duplin owns a parcel of land (Parcel Number 01-E116), recorded in Map Book 20, Page 17, that is desirable for farming, which includes approximately 100 acres at the WestPark Business and Industrial Park, located in Warsaw, North Carolina; and

WHEREAS, the County of Duplin has properly published a notice informing the public of an opportunity for prospective tenants to submit bids; and

WHEREAS, the County of Duplin received the highest bid from Ross Thornton in the amount of \$178.00 per acre per year, for a total of \$17,800.00 per year; and

WHEREAS, N.C.G.S. 160A-272 allows for the Duplin County Board of Commissioners to lease County owned property including land for terms of less than ten (10) years; and

WHEREAS, public notice of thirty (30) days was provided of the County's intent to lease the subject land to Ross Thornton for a term not to exceed three (3) years; and

WHEREAS, no objection to the County's intent to lease land was received;

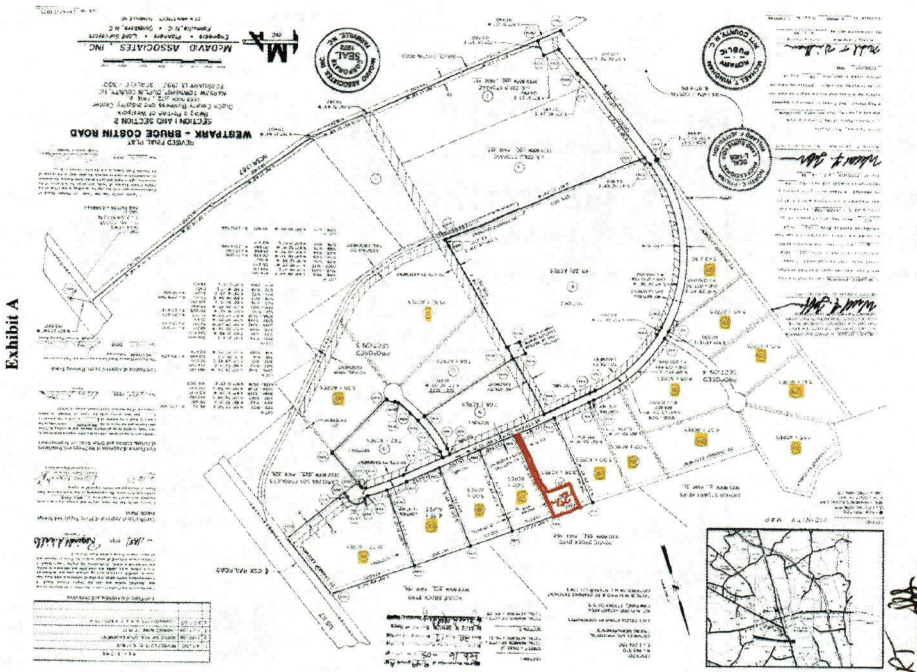
NOW, THEREFORE BE IT RESOLVED that the Duplin County Board of Commissioners hereby approves the subject agricultural land lease and orders that the Chairperson of the Board of County Commissioners is authorized to sign the subject lease agreement with Ross Thornton.

ADOPTED this 16<sup>th</sup> day of December, 2024.

*Dexter B. Edwards*  
Dexter B. Edwards, Chairman  
Duplin County Board of Commissioners



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



000314

**NORTH CAROLINA  
DUPLIN COUNTY**

**CONTRACT FOR STREAM DEBRIS  
REMOVAL**

THIS CONTRACT is made, and entered into this the 6 day of January, 2025, by and between the **COUNTY OF DUPLIN**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and, **Daniel Steiner d.b.a. Snatch-it Clearing**, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

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

1. **SCOPE OF SERVICES.** Contractor shall perform stream debris removal, in accordance with the terms set forth herein and the attachments hereto, on the Muddy Creek in Duplin Count. The stream debris removal shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel. Contractors shall be responsible for complying with all applicable permitting requirements. All debris removed from stream or stream area must be removed from the 100-year floodplain or processed in a manner that the debris would not pose a risk of blockage or significant impairment of normal streamflow during a subsequent flood event. Processing of debris includes cabling or strapping in a secured manner outside the immediate stream area (minimum of 30 ft. from top of the stream bank)

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

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

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

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

2. **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.**

2.1 This Contract shall commence on the date first written above (hereinafter

The Contractor shall achieve Substantial Completion of the entire Work no later than **August 31, 2025**. In view of the difficulty of estimating damages to the County by reason of the failure of the Contractor to complete the work herein proposed within the

1.1 time limit herein proposed, or within such further time as same may be extended upon mutual written agreement of the parties, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of **TWO HUNDRED DOLLARS (\$200.00)** per day for each and every calendar day that the work may be incomplete beyond **August 31, 2025**, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. Any adjustment to the **August 31, 2025** contract completion date must be made in writing by the Duplin County Soil and Water Department.

3. **PAYMENT TO CONTRACTOR.** Contractor shall receive from the County a sum not to exceed **Fourteen thousand four hundred thirty-one dollars (\$14,431.00)**, as full compensation for the provision of services provided under this Contract, subject to deductions as provided in the Contract Documents. Any addition to the contract price must be mutually agreed upon in writing. The County agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Payments will be processed promptly upon receipt and approval of the invoice by COUNTY. Contractor shall furnish a Form W-9 Taxpayer Identification, a copy of which shall be attached hereto.

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

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

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

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

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

and

4.4 Adhere to the specifications, guidelines and provisions included in this Contract and all attachments thereto;

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

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

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

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

6. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, and hold harmless the COUNTY and its officials, agents, and employees from, and against all claims, damages, losses, and expenses, direct, indirect, or consequential arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification and hold harmless agreement shall survive the termination of this Contract.

7. **INSURANCE AND BONDS.**

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

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

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

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

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

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

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

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

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

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

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

\$500,000 --- Workers' Compensation

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

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

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

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

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

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

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

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

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

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

18. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-36.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

19. **GOOD STANDING WITH COUNTY.** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

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

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

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

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

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

12. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.

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

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

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

COUNTY OF DUPLIN  
ATTN: Bryan Miller, County Manager  
PO Box 950  
Kenansville, NC 28349

CONTRACTOR COMPANY  
ATTN: Daniel Steiner  
Snatch-it Clearing  
206 Old NC 24 Hwy  
Beaufort, NC 28518

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

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

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

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

25. **ENTIRE CONTRACT.** This Contract, including attachments, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

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

27. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do

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

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

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

**Reviewed by Department Head**

By: Billy W. Evey  
Printed Name: Billy W. Evey  
Title: Director S.O.I. + Waters  
Date: 12-16-24

**CONTRACTOR**

By: G. Daniel Steiner Jr.  
Printed Name: G. Daniel Steiner Jr.  
Title: Owner  
Date: 12-6-24

**DUPLIN County**

By: Dexter B. Edwards  
Printed Name: Dexter B. Edwards  
Title: Chairman  
Date: 12/16/2024

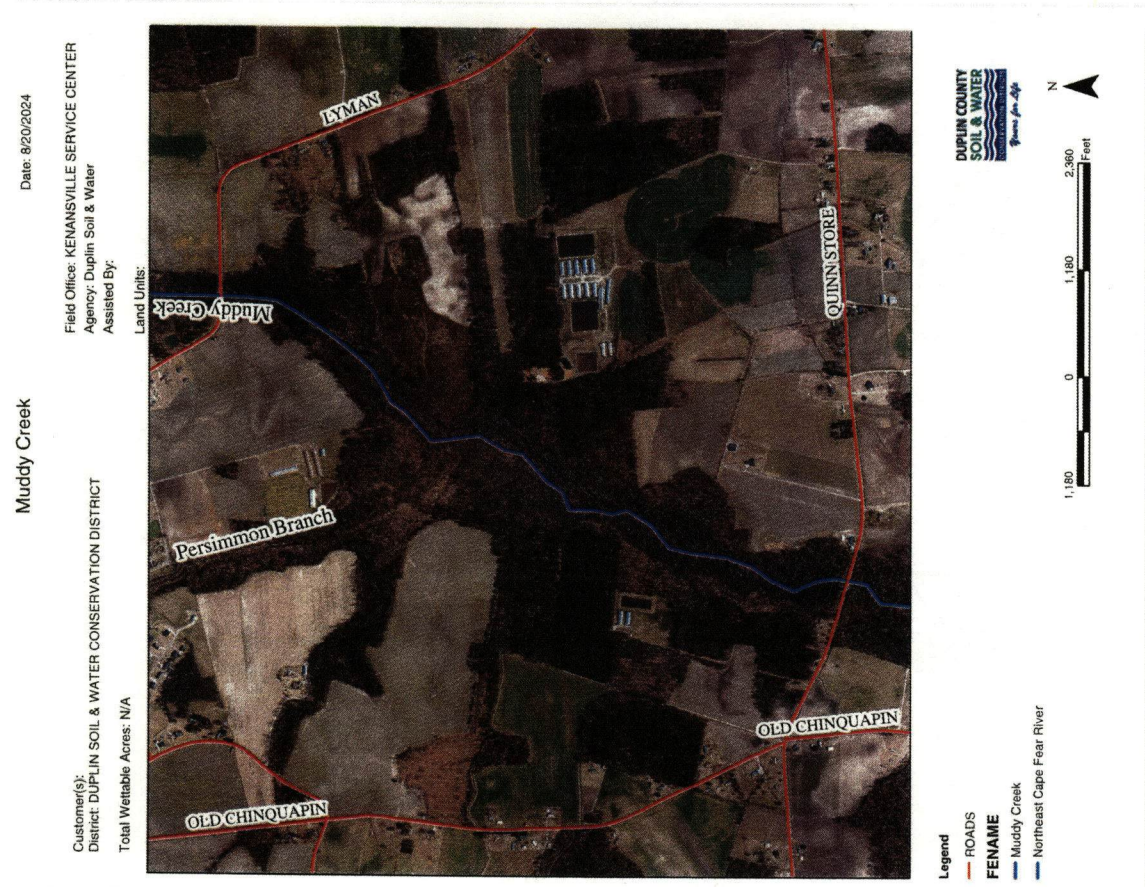
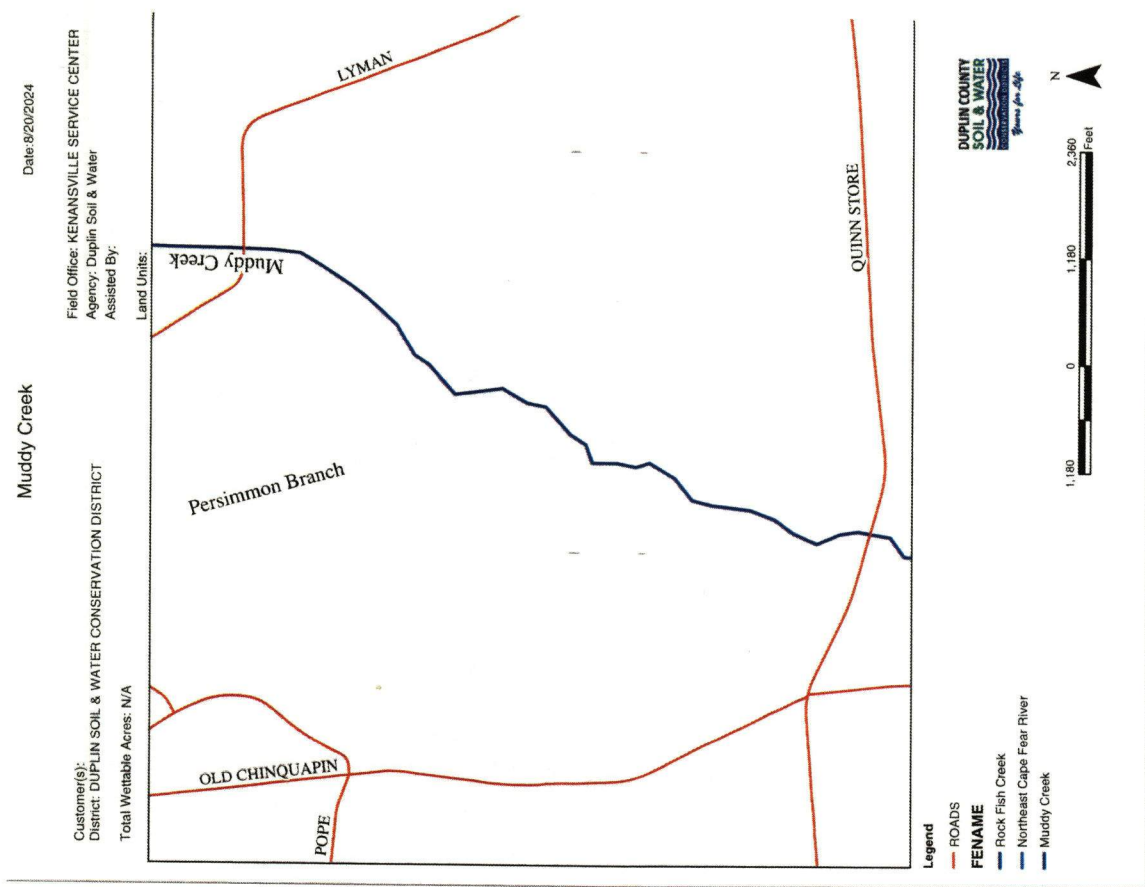
**DUPLIN County**

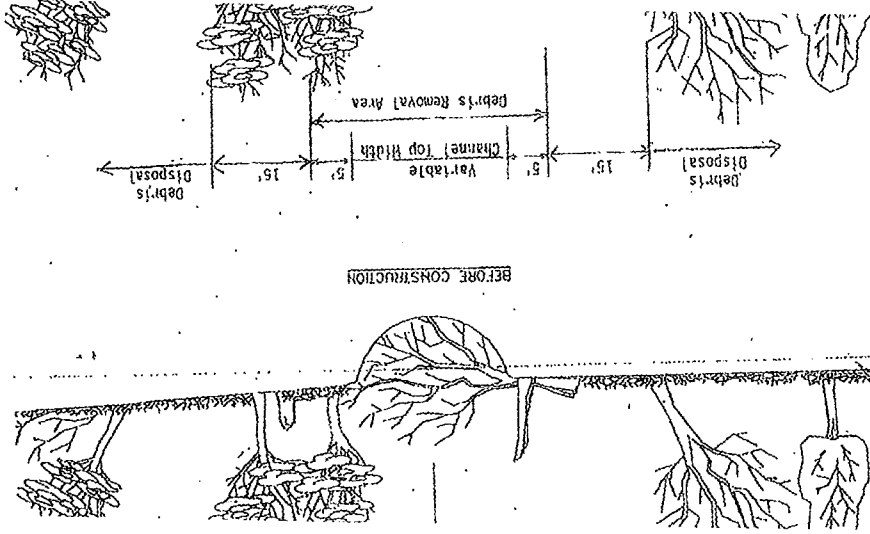
This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act.  
Dorothy Fowner  
Duplin County Finance Officer

ATTACHMENTS to follow

200318







CLEARING AND SNAGGING PROJECT

- I. Scope  
The work shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel (here forward to be referred to as "clearing and snagging").
- II. Marking  
The limits of the area to be cleared and snagged are shown on the attached plan map. The vertical limits of each reach are defined by the road crossings or the confluence of different creeks. The horizontal limits of each reach are defined by the natural width of each channel.
- III. Clearing  
Unless otherwise specified, obstructions not marked for preservation shall be cut off as near the ground surface as conventional tools and field conditions will permit. All trees not marked for preservation and all snags, logs, brush, shrubs, and other obstructions shall be cleared from within the limits of the designated areas.
- IV. Disposal  
All materials cleared from the designated areas shall be disposed of in a location and in a manner shown on the drawings, or as specified in Section VI of this specification.
- V. Measurement and Payment  
Payment for clearing and snagging work will be made at the contract unit price for the item and shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work. Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section VI of this specification.
- VI. Items of Work and Construction Detail  
Items of work to be performed in conformance with this specification and the construction details therefore are:

The personnel from the Duplin SWCD (here forward referred to as "Inspector") shall be responsible for inspecting the completed work for the project and ensuring the quality of work meets the attached NRCS Clearing and Snagging Standard (326).

The Contractor shall respect the rights of the landowner to salvage timber 500 feet in advance of, and prior to, clearing operations. The Contractor shall dispose of any remaining timber, brush, or other woody growths as indicated below but shall not salvage any timber.

The clearing crew shall be organized in such a manner that trees, brush, logs, snags, etc., that are cut from the channel banks and bottom will be removed from this area as the clearing progresses.

Trees shall be felled in such a manner as to cause a minimum of damage to trees left standing. Trees left standing that are excessively damaged by the clearing and snagging operations shall be removed at the expense of the Contractor. Excessive damage to trees shall consist of excessive peeling of bark, excessive cutting of the root system, or other excessive damage as determined by the Inspector.

Trees shall be felled in such a manner as to avoid damage to existing structures, or installations, and with due regard for the safety of persons and property.

During the channel clearing and snagging operations, all lateral channels, side ditches, and natural drainage ways shall be left open so as not to obstruct the flow of water.

The CONTRACTOR shall promptly notify the District Engineer with the NC DOT when debris accumulates at the public highway bridges and culverts as a result of his channel clearing and snagging operations.

Floating debris that is released during the channel work shall be trapped. Debris shall be removed from the traps as necessary or daily. One trap shall be maintained near the outlet end of any unaccepted portion of the work. Traps shall be of the floating type if in an area of backwater.

In areas where aquatic weeds such as alligator weed is hindering the proper flow of the channel, the aquatic weeds will be treated using herbicides that are labeled for the specific use and in accordance with local, state and federal regulations.

Additional clearing and snagging specifications are listed in the attached North Carolina Supplement --S-326-1.

The CONTRACTOR awarded will ensure that all required permits are secured for each site before any work proceeds on that site.

The CONTRACTOR awarded this project will complete stream debris removal activities by cutting and removing downed trees, broken tops and woody debris. Woody debris 18" in diameter and less shall be cut in lengths of at least 10 feet unless other arrangements are made with the inspecting officer.

Excavation of soil or sediment from streams, channels, other drainage ways and wetlands requires approval. Contact your local U.S. Army Corps of Engineers and DWR Offices (DWR Raleigh Regional Office 919-791-4200 & U.S. Army Corps of Engineers Raleigh Regulatory Field Office 919-554-4884).

Removal of debris will be limited to the removal of vegetation and trash, construction and residential materials washed into a stream. Uprooted stumps directly in the channel may be pulled from the ground (no excavation), but shall include no more than minimal amounts of soil attached to the roots. Debris removal is restricted to that associated with hurricanes.

4

Debris shall be disposed of on uplands where practicable.

Debris placed in wetlands shall be spread in a manner that does not impede lateral water flow and shall be sufficiently anchored (no excavation or fill) so that material will not be displaced back into the stream channel.

Equipment used may include hydraulic excavators equipped with a mechanical thumb or grapple attachment, loaders, winches mounted on equipment that has rubber tires or tracks, portable winches and chain saws.

Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance.

Equipment shall operate adjacent to the stream and not within the stream unless prior approval has been granted. Where necessary, trees may be cut for access to work sites. However, mechanized land clearing will not occur in wetlands at any time. Crossing a stream to access the opposite bank is permissible, but the crossing sites shall be selected to minimize damage to the streambank and aquatic habitat.

No activity may cause a hazard to navigation.

In the event of a spill of petroleum products or any other hazardous waste, immediately contact the North Carolina Emergency Management Center at (800) 858-0368. Management of such spills shall comply with provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act.

State Buffer Rules must be complied with when conducting storm debris removal.

#### INVOICING AND PAYMENTS

Staff from the Division of Soil and Water Conservation or its designated agent will conduct a site visit and approve the work completed and submitted for reimbursement prior to releasing any payment to the CONTRACTOR. The Division must satisfactorily determine that all work has been completed in accordance with all debris Removal Guidelines.

5

CLEARING AND SNAGGING SPECIFICATIONS

All trees, stumps, and brush within the perimeter of the channel shall be cut as close to ground level as conventional cutting tools permit. If other areas are to be cleared, the trees, brush and other woody vegetation shall be cut within the maximum distance above ground level specified.

Trees shall be felled in such a manner as to avoid damage to other trees, property, and objects outside the limits of clearing.

Down trees, logs, drifts, boulders, debris and other obstructions lying wholly or partially within the channel shall be removed. Piling, piers, headwalls, and sediment bars that obstruct the free flow of water will be removed when so designated in the project plan.

If herbicide treatment is planned, the stumps and brush in the specified area shall be treated at the time of clearing in accordance with the recommendations of the manufacturer of the herbicide specified or being used.

The use of explosives in all clearing and snagging operations shall be in strict compliance with applicable State statutes and regulations.

If channels are located in cultivated areas or in areas of high value land, trees, logs, and all combustible material resulting from the clearing and snagging operations shall be burned, buried, or piled in designated disposal areas as specified for the project. In other areas, such as woodland or range land, where burning is prohibited, material shall be disposed of in such a manner that it will not float away or re-enter the channel.

All burning shall be performed outside the channel and shall conform to regulations in effect in the area.

Residue from burning and non-combustible material shall be buried outside the channel or placed in designated disposal areas. All buried material shall have adequate earth cover to permit proper land use.

Selective snagging, where possible, shall be performed primarily with hand-operated equipment, water-based equipment, or small equipment used in manner that will minimize soil, water, and other resource disturbances.

Equipment for log removal. First consideration should be given to the use of hand-operated equipment to remove log accumulations. When the use of hand-operated equipment is infeasible, vehicular equipment should be used in accordance with the following guidelines:

- Water-based equipment (e.g., a crane or winch mounted on a small, shallow draft barge or other vessel) should be used for removing material from the stream. A small crawler tractor with winch or similar equipment may be used to remove debris from the channel to selected disposal points.

- When stream conditions are inadequate for the use of water-based equipment, the smallest feasible equipment with tracking systems that minimize ground disturbance should be specified for use. Larger equipment may be employed from non-wooded areas where cables could be stretched down to the channel to drag out materials to be removed.

- Access routes for equipment should be selected to minimize disturbance to existing floodplain vegetation, particularly in the riparian zone. Equipment should be selected which will require little or no tree removal in forested areas.

(1) Log disposal practices. All logs or trees designated for removal from a stream or floodplain should be removed or secured in such a manner as to preclude their re-entry into the channel by floodwaters. Generally, they should be transported well away from the channel and floodway and positioned parallel to the stream channel so as to reduce flood flow impediment. When large numbers of logs are removed at one location (e.g., logjams), their use for firewood may be most appropriate. Burying of removed material should not be permitted.

(2) Removal of sediment and soils. Major sediment plugs in the channel may be removed if they are presently blocking the channel to a degree that results in ponding and dispersed overland flow through poorly defined or nonexistent channels and, in the opinion of appropriated experts, will not be removed by natural stream or river forces after logs and other obstructions have been removed.



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tractor with winch or similar equipment may be used to remove debris from the channel to selected disposal points.

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- (2) Removal of sediment and soils. Major sediment plugs in the channel may be removed if they are presently blocking the channel to a degree that results in ponding and dispersed overland flow through poorly defined or nonexistent channels and, in the opinion of appropriated experts, will not be removed by natural stream or river forces after logs and other obstructions have been removed.



#### Streamflow Rehabilitation Assistance Program

#### Debris Removal & Processing Recommendations

**§ 139-65. Streamflow Rehabilitation Assistance Program.** The authorizing legislation for SRAP, states that: "The Commission shall ensure that debris removed from streams with funds provided under this Article are either removed from the 100-year floodplain or processed in such a manner that the debris would not pose a risk of blockage or significant impairment of normal streamflow during a subsequent flood event."

The Soil & Water Conservation Commission has determined that processing of debris may include any of the following activities:

- Chipping
- Cabling or strapping in a secured manner outside the immediate stream area (minimum of 30 ft. from top of the stream bank)
- Burning (Must comply with all required State Forest Service permits and only under appropriate Air Quality conditions)
- Other processing options approved by the Commission

#### Removal from the floodplain

- Debris removed from the stream can be hauled away from the floodplain. Debris can be loaded directly into a truck for removal or debris can be floated to a location appropriate for its removal from the stream or floodplain.
- Debris can be removed to a landfill (grantees should confirm that the landfill accepts woody debris), another property, or to another location on the same property as long as it is outside of the floodplain and landowner has granted permission for the debris to be deposited on the site.
- Equipment used for hauling debris from the floodplain should be used in a manner that minimizes the impact to the banks of the stream. Boat mounted equipment may be an effective option for accessing stream debris. Tracked or wheeled equipment should be kept out of the stream channel and may be employed from the bank by using a manipulator arm or cables to drag debris out of the stream channel.<sup>1</sup>
- If garbage (such as wooden construction materials) is contributing to blockages in the stream, it can be removed from the stream and disposed outside of the floodplain.

#### Chipping or Burning Debris

Debris can be left in the floodplain if it has been chipped or burned so that it does not pose a risk of contributing to future blockages if it is washed back into the stream. Wood chips can be left on site or hauled away.

- Wood chips can be placed on the floodplain starting at the top of the bank. Wood chips should not be placed below the top of the bank or in channels that drain from the floodplain into the stream.<sup>2</sup>

<sup>1</sup> NRCS Clearing and Snagging Code 326 Practice Standards

<sup>2</sup> USACE Best Management Practices for Selective Clearing and Snagging



- Wheeled chippers and other equipment should be used in a manner that reduces impact to soil and vegetation.
- Wood chips should be distributed across the site in as thin a layer as practical to avoid inhibiting plant growth. Wood chips can be left in a pile at the landowner's request.
- Debris can be burned on site. The grantee/contractor is responsible for obtaining and possessing a valid burn permit (if applicable) and for following any other necessary laws or statutes related to burning.

#### **Cabling/Strapping**

Cabling or strapping refers to the practice of anchoring logs and other woody debris in place so that it will not be washed back into the stream in subsequent flood events.

- Cabled/strapped debris should be set back at least 30 feet from the top of the stream bank.
- Woody debris cabled/strapped within the floodplain should be anchored in such a way that it will not significantly affect the flow capacity of the floodplain. Securing logs parallel to the direction of the stream flow can help reduce flood flow impediment.
- Cabling debris to an anchor will ensure woody debris will not be moved back into the stream channel during future flood events. The anchor point should be selected based on site-specific factors, such as availability of natural anchors and cost. Examples of anchors include live trees or soil anchors.
- **Live Trees**- Logs and debris may be cabled to live trees or fresh stumps. Fatal damage to live trees should be avoided. Wedging logs against the live tree before the cable/strap is attached will help ensure the attached log is as immobile as possible.
  - if a strap/cable is looped around a tree, leaving a small amount of slack in the loop around the live tree, and between the live tree and the log, may help protect the tree from grinding and prevent the cable from snapping if the anchored log shifts.
  - if stumps are used, the cable/strap should be secured in a way so that it will not slip off the top of the stump in future flood events.
- **Soil Anchors**- Soil anchors may be useful on sites with few live trees to serve as anchors or in other situations when live trees are not desirable as anchors. For technical guidance on use soil anchors, contractors should use refer to *MRC's Technical Supplement T534E: Soil Anchors*.
- **Cable Material**- A variety of cable, rope, or strap options can be used for securing large woody debris to an anchor point. Material with a break strength of approximately 1,700 pounds or higher should be used. A common example of an appropriate rope would be 1/4 inch braided nylon rope. Contractors should use thicker cables/ropes as necessary to sufficiently secure debris.
- Placing debris as close to the anchor as possible will reduce the amount of rope/cable needed and reduce the risk of landowners tripping over the cable.
- Logs can be anchored individually or in groups. If groups of logs & branches are anchored together, wrapping the cable or rope around the entire bundle of debris can secure the bundle to the anchor.

**Cable Material**- A variety of cable, rope, or strap options can be used for securing large woody debris to an anchor point. If steel cable is used, a minimum cable diameter of 1/8-inch should be used to secure the debris. If rope or strapping is used, material with a breaking strength equivalent to 1/8-inch diameter steel cable should be used. Contractors should use thicker cables/ropes as necessary to sufficiently secure debris.

- Placing debris as close to the anchor as possible will reduce the amount of rope/cable needed and reduce the risk of landowners tripping over the cable.
- Logs can be anchored individually or in groups. If groups of logs & branches are anchored together, wrapping the cable or rope around the entire bundle of debris can secure the bundle to the anchor.

**CONTRACT FOR STREAM DEBRIS REMOVAL**

**NORTH CAROLINA  
DUPLIN COUNTY**

THIS CONTRACT is made, and entered into this the 6 day of January, 2025, by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and, **Daniel Steiner d.b.a. Snatch-it Clearing**, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

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

1. **SCOPE OF SERVICES.** Contractor shall perform stream debris removal, in accordance with the terms set forth herein and the attachments hereto, on the Island Creek in Duplin Count. The stream debris removal shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel. Contractors shall be responsible for complying with all applicable permitting requirements. All debris removed from stream or stream area must be removed from the 100-year floodplain or processed in a manner that the debris would not pose a risk of blockage or significant impairment of normal streamflow during a subsequent flood event. Processing of debris includes cabling or strapping in a secured manner outside the immediate stream area (minimum of 30 ft. from top of the stream bank)

- It is expressly agreed that, in addition, the following trees must be removed:
- Any tree that is leaning over the channel at an angle greater than 30 degrees of vertical and are dead or severely undercut.
  - Any tree with damaged root systems.
  - Any tree that is relying upon adjacent vegetation for support and may fall into the channel within one year and create blockage to flow.

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

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

2. **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.**

2.1 This Contract shall commence on the date first written above (hereinafter

**Cable Material:** A variety of cable, rope, or strap options can be used for securing large woody debris to an anchor point. If steel cable is used, a minimum cable diameter of 1/8-inch should be used to secure the debris. If rope or strapping is used, material with a breaking strength equivalent to 1/8-inch diameter steel cable should be used. Contractors should use thicker cables/ropes as necessary to sufficiently secure debris.

- Placing debris as close to the anchor as possible will reduce the amount of rope/cable needed and reduce the risk of landowners tripping over the cable.
- Logs can be anchored individually or in groups. If groups of logs & branches are anchored together, wrapping the cable or rope around the entire bundle of debris can secure the bundle to the anchor.



The Contractor shall achieve Substantial Completion of the entire Work no later than **August 31, 2025**. In view of the difficulty of estimating damages to the County by reason of the failure of the Contractor to complete the work herein proposed within the

1.1 time limit herein proposed, or within such further time as same may be extended upon mutual written agreement of the parties, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of **TWO HUNDRED DOLLARS (\$200.00)** per day for each and every calendar day that the work may be incomplete beyond **August 31, 2025**, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. Any adjustment to the **August 31, 2025** contract completion date must be made in writing by the Duplin County Soil and Water Department.

3. **PAYMENT TO CONTRACTOR.** Contractor shall receive from the County a sum not to exceed **twenty-eight thousand two hundred ninety-three dollars (\$28,293.00)**, as full compensation for the provision of services provided under this Contract, subject to deductions as provided in the Contract Documents. Any addition to the contract price must be mutually agreed upon in Writing. The County agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Payments will be processed promptly upon receipt and approval of the invoice by COUNTY. Contractor shall furnish a Form W-9 Taxpayer Identification, a copy of which shall be attached hereto.

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

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

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

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

4.1 Provide any lien waiver requested by the County, prior to final payment from the County; and

4.2 Obtain written approval of the satisfactory completion of the work as set forth herein from both the Duplin County Soil & Water Conservation representative and the North Carolina Division of Soil and Water Conservation; and

4.3 The work as listed above and contemplated herein shall be performed in a workman-like manner and must be approved by both a representative of the Duplin County Soil and Water Conservation Department and North Carolina Division of Soil and Water Conservation prior to completion and certification of work or payment being made;

and

4.4 Adhere to the specifications, guidelines and provisions included in this Contract and all attachments thereto;

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

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

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

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

6. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential arising out of or resulting from CONTRACTOR'S performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification and hold harmless agreement shall survive the termination of this Contract.

7. **INSURANCE AND BONDS.**

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

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

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

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

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

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

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

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

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

12. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.

13. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

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

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

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

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

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

- \$1,000,000 per occurrence/\$2,000,000 aggregate --- Bodily Injury Liability, and \$100,000 --- Property Damage Liability, or
- \$1,000,000 per occurrence/\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage
- \$500,000 --- Workers' Compensation

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

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

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

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

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

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

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

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

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

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

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

**19. GOOD STANDING WITH COUNTY.** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

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

COUNTY OF DUPLIN  
ATTN: Bryan Miller, County Manager  
PO Box 950  
Kenansville, NC 28349

CONTRACTOR COMPANY  
ATTN: Daniel Steiner  
Snatch-it Clearing  
206 Old NC 24 Hwy  
Beaufort, NC 28518

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

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

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

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

**25. ENTIRE CONTRACT.** This Contract, including attachments, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

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

**27. EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do

Island Creek Section 1



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

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

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

Reviewed by Department Head

By: *Bill W. Ivey*  
Printed Name: Bill W. Ivey  
Title: Director Soil & Water  
Date: 12-6-24

CONTRACTOR

By: *G. Daniel Steiner Jr*  
Printed Name: G. Daniel Steiner Jr  
Title: Owner  
Date: 12-6-24

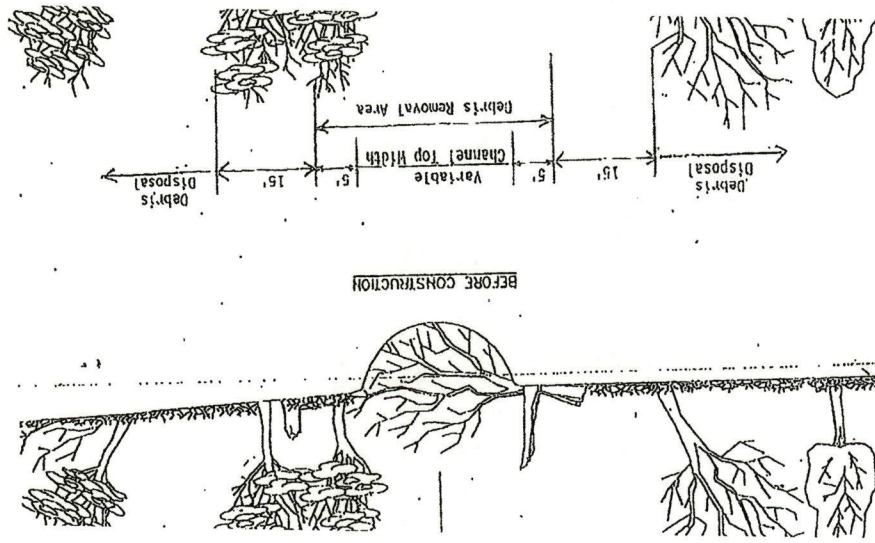
DUPLIN County

By: *Dexter B. Edwards*  
Printed Name: Dexter B. Edwards  
Title: Chairman  
Date: 12/16/2024

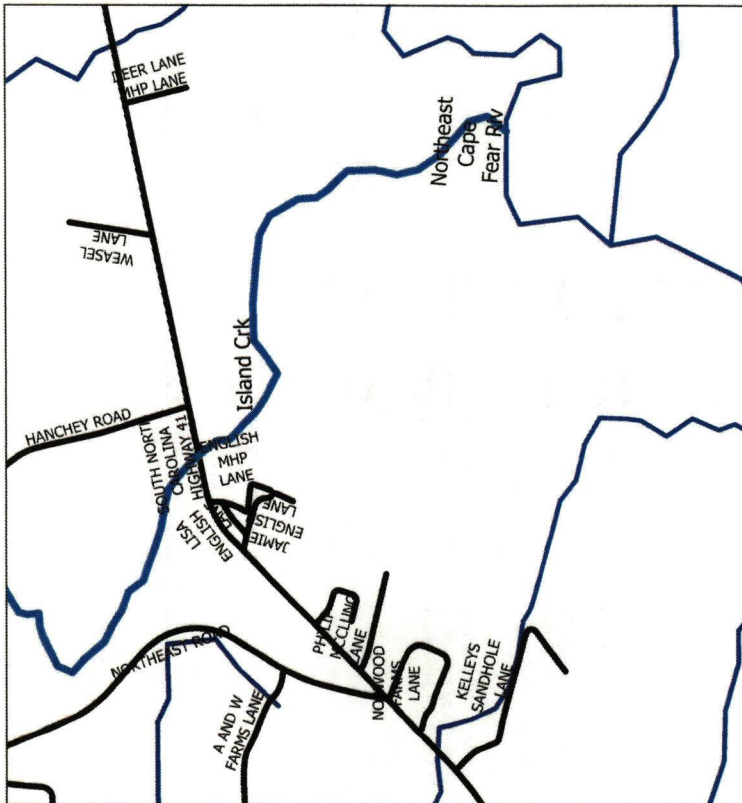
DUPLIN County

This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act.  
*Chelsey Fannon*  
Duplin County Finance Officer

ATTACHMENTS to follow



Island Creek Section 1





The personnel from the Duplin SWCD (here forward referred to as Inspector") shall be responsible for inspecting the completed work for the project and ensuring the quality of work meets the attached NRCS Clearing and Snagging Standard (326).

The Contractor shall respect the rights of the landowner to salvage timber 500 feet in advance of, and prior to, clearing operations. The Contractor shall dispose of any remaining timber, brush, or other woody growths as indicated below but shall not salvage any timber.

The clearing crew shall be organized in such a manner that trees, brush, logs, snags, etc., that are cut from the channel banks and bottom will be removed from this area as the clearing progresses.

Trees shall be felled in such a manner as to cause a minimum of damage to trees left standing. Trees left standing that are excessively damaged by the clearing and snagging operations shall be removed at the expense of the Contractor. Excessive damage to trees shall consist of excessive peeling of bark, excessive cutting of the root system, or other excessive damage as determined by the Inspector.

Trees shall be felled in such a manner as to avoid damage to existing structures, or installations, and with due regard for the safety of persons and property.

During the channel clearing and snagging operations, all lateral channels, side ditches, and natural drainage ways shall be left open so as not to obstruct the flow of water.

The **CONTRACTOR** shall promptly notify the District Engineer with the NC DOT when debris accumulates at the public highway bridges and culverts as a result of his channel clearing and snagging operations.

Floating debris that is released during the channel work shall be trapped. Debris shall be removed from the traps as necessary or daily. One trap shall be maintained near the outlet end of any unaccepted portion of the work. Traps shall be of the floating type if in an area of backwater.

In areas where aquatic weeds such as alligator weed is hindering the proper flow of the channel, the aquatic weeds will be treated using herbicides that are labeled for the specific use and in accordance with local, state and federal regulations.

Additional clearing and snagging specifications are listed in the attached North Carolina Supplement --5-326-1.

The **CONTRACTOR** awarded will ensure that all required permits are secured for each site before any work proceeds on that site.

The **CONTRACTOR** awarded this project will complete stream debris removal activities by cutting and removing downed trees, broken tops and woody debris. Woody debris 18" in diameter and less shall be cut in lengths of at least 10 feet unless other arrangements are made with the inspecting officer.

Excavation of soil or sediment from streams, channels, other drainage ways and wetlands requires approval. Contact your local U.S. Army Corps of Engineers and DWR Offices (DWR Raleigh Regional Office 919-791-4200 & U.S. Army Corps of Engineers Raleigh Regulatory Field Office 919-554-4884).

Removal of debris will be limited to the removal of vegetation and trash, construction and residential materials washed into a stream. Uprooted stumps directly in the channel may be pulled from the ground (no excavation), but shall include no more than minimal amounts of soil attached to the roots. Debris removal is restricted to that associated with hurricanes.

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#### CLEARING AND SNAGGING PROJECT

- I. Scope  
The work shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel (here forward to be referred to as "clearing and snagging").
- II. Marking  
The limits of the area to be cleared and snagged are shown on the attached plan map. The vertical limits of each reach are defined by the road crossings or the confluence of different creeks. The horizontal limits of each reach are defined by the natural width of each channel.
- III. Clearing  
Unless otherwise specified, obstructions not marked for preservation shall be cut off as near the ground surface as conventional tools and field conditions will permit. All trees not marked for preservation and all snags, logs, brush, shrubs, and other obstructions shall be cleared from within the limits of the designated areas.
- IV. Disposal  
All materials cleared from the designated areas shall be disposed of in a location and in a manner shown on the drawings, or as specified in Section VI of this specification.
- V. Measurement and Payment  
Payment for clearing and snagging work will be made at the contract unit price for the item and shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work. Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section VI of this specification.
- VI. Items of Work and Construction Detail  
Items of work to be performed in conformance with this specification and the construction details therefore are:

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CLEARING AND SNAGGING SPECIFICATIONS

All trees, stumps, and brush within the perimeter of the channel shall be cut as close to ground level as conventional cutting tools permit. If other areas are to be cleared, the trees, brush and other woody vegetation shall be cut within the maximum distance above ground level specified.

Trees shall be felled in such a manner as to avoid damage to other trees, property, and objects outside the limits of clearing.

Down trees, logs, drifts, boulders, debris and other obstructions lying wholly or partially within the channel shall be removed. Piling, piers, headwalls, and sediment bars that obstruct the free flow of water will be removed when so designated in the project plan.

If herbicide treatment is planned, the stumps and brush in the specified area shall be treated at the time of clearing in accordance with the recommendations of the manufacturer of the herbicide specified or being used.

The use of explosives in all clearing and snagging operations shall be in strict compliance with applicable State statutes and regulations.

If channels are located in cultivated areas or in areas of high value land, trees, logs, and all combustible material resulting from the clearing and snagging operations shall be burned, buried, or piled in designated disposal areas as specified for the project. In other areas, such as woodland or range land, where burning is prohibited, material shall be disposed of in such a manner that it will not float away or re-enter the channel.

All burning shall be performed outside the channel and shall conform to regulations in effect in the area.

Residue from burning and non-combustible material shall be buried outside the channel or placed in designated disposal areas. All buried material shall have adequate earth cover to permit proper land use.

Selective snagging, where possible, shall be performed primarily with hand-operated equipment, water-based equipment, or small equipment used in manner that will minimize soil, water, and other resource disturbances.

Equipment for log removal. First consideration should be given to the use of hand-operated equipment to remove log accumulations. When the use of hand-operated equipment is infeasible, vehicular equipment should be used in accordance with the following guidelines:

- Water-based equipment (e.g., a crane or winch mounted on a small shallow draft barge or other vessel) should be used for removing material from the stream. A small crawler tractor with winch or similar equipment may be used to remove debris from the channel to selected disposal points.

Debris shall be disposed of on uplands where practicable.

Debris placed in wetlands shall be spread in a manner that does not impede lateral water flow and shall be sufficiently anchored (no excavation or fill) so that material will not be displaced back into the stream channel.

Equipment used may include hydraulic excavators equipped with a mechanical thumb or grapple attachment, loaders, winches mounted on equipment that has rubber tires or tracks, portable winches and chain saws.

Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance.

Equipment shall operate adjacent to the stream and not within the stream unless prior approval has been granted. Where necessary, trees may be cut for access to work sites. However, mechanized land clearing will not occur in wetlands at any time. Crossing a stream to access the opposite bank is permissible, but the crossing sites shall be selected to minimize damage to the streambank and aquatic habitat.

No activity may cause a hazard to navigation.

In the event of a spill of petroleum products or any other hazardous waste, immediately contact the North Carolina Emergency Management Center at (800) 858-0368. Management of such spills shall comply with provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act.

State Buffer Rules must be complied with when conducting storm debris removal.

**INVOICING AND PAYMENTS**

Staff from the Division of Soil and Water Conservation or its designated agent will conduct a site visit and approve the work completed and submitted for reimbursement prior to releasing any payment to the CONTRACTOR. The Division must satisfactorily determine that all work has been completed in accordance with all debris Removal Guidelines.



**Streamflow Rehabilitation Assistance Program  
Debris Removal & Processing Recommendations**

**§ 139-55. Streamflow Rehabilitation Assistance Program.** The authorizing legislation for SRAP states that "The Commission shall ensure that debris removed from streams with funds provided under this Article are either removed from the 100-year floodplain or processed in such a manner that the debris would not pose a risk of blockage or significant impairment of normal streamflow during a subsequent flood event."

The Soil & Water Conservation Commission has determined that processing of debris may include any of the following activities:

- Chipping
- Cabling or strapping in a secured manner outside the immediate stream area (minimum of 30 ft. from top of the stream bank)
- Burning (Must comply with all required State Forest Service permits and only under appropriate Air Quality conditions)
- Other processing options approved by the Commission

**Removal from the floodplain**

- Debris removed from the stream can be hauled away from the floodplain. Debris can be loaded directly into a truck for removal or debris can be floated to a location appropriate for its removal from the stream or floodplain.
- Debris can be removed to a landfill (grantees should confirm that the landfill accepts woody debris), another property, or to another location on the same property as long as it is outside of the floodplain and landowner has granted permission for the debris to be deposited on the site.
- Equipment used for hauling debris from the floodplain should be used in a manner that minimizes the impact to the banks of the stream. Boat mounted equipment may be an effective option for accessing stream debris. Tracked or wheeled equipment should be kept out of the stream channel and may be employed from the bank by using a manipulator arm or cables to drag debris out of the stream channel.<sup>1</sup>
- If garbage (such as wooden construction materials) is contributing to blockages in the stream, it can be removed from the stream and disposed outside of the floodplain.

**Chipping or Burning Debris**

Debris can be left in the floodplain if it has been chipped or burned so that it does not pose a risk of contributing to future blockages if it is washed back into the stream. Wood chips can be left on site or hauled away.

- Wood chips can be placed on the floodplain starting at the top of the bank. Wood chips should not be placed below the top of the bank or in channels that drain from the floodplain into the stream.<sup>2</sup>

<sup>1</sup> NRC's Clearing and Soaring Code 246 Practice Standards.  
<sup>2</sup> USACE Best Management Practices for Selective Clearing and Shading

- When stream conditions are inadequate for the use of water-based equipment, the smallest feasible equipment with tracking systems that minimize ground disturbance should be specified for use. Larger equipment may be employed from non-wooded areas where cables could be stretched down to the channel to drag out materials to be removed.
- Access routes for equipment should be selected to minimize disturbance to existing floodplain vegetation, particularly in the riparian zone. Equipment should be selected which will require little or no tree removal in forested areas.

- (1) Log disposal practices. All logs or trees designated for removal from a stream or floodplain should be removed or secured in such a manner as to preclude their re-entry into the channel by floodwaters. Generally, they should be transported well away from the channel and floodway and positioned parallel to the stream channel so as to reduce flood flow impediment. When large numbers of logs are removed at one location (e.g., logjams), their use for firewood may be most appropriate. Burying of removed material should not be permitted.
- (2) Removal of sediment and soils. Major sediment plugs in the channel may be removed if they are presently blocking the channel to a degree that results in ponding and dispersed overland flow through poorly defined or nonexistent channels and, in the opinion of appropriated experts, will not be removed by natural stream or river forces after logs and other obstructions have been removed.

**CLEARING AND SNAGGING SPECIFICATIONS**

All trees, stumps, and brush within the perimeter of the channel shall be cut as close to ground level as conventional cutting tools permit. If other areas are to be cleared, the trees, brush and other woody vegetation shall be cut within the maximum distance above ground level specified.

Trees shall be felled in such a manner as to avoid damage to other trees, property, and objects outside the limits of clearing.

Down trees, logs, drifts, boulders, debris and other obstructions lying wholly or partially within the channel shall be removed. Piling, piers, headwalls, and sediment bars that obstruct the free flow of water will be removed when so designated in the project plan.

If herbicide treatment is planned, the stumps and brush in the specified area shall be treated at the time of clearing in accordance with the recommendations of the manufacturer of the herbicide specified or being used.

The use of explosives in all clearing and snagging operations shall be in strict compliance with applicable State statutes and regulations.

If channels are located in cultivated areas or in areas of high value land, trees, logs, and all combustible material resulting from the clearing and snagging operations shall be burned, buried, or piled in designated disposal areas as specified for the project. In other areas, such as woodland or range land, where burning is prohibited, material shall be disposed of in such a manner that it will not float away or re-enter the channel.

All burning shall be performed outside the channel and shall conform to regulations in effect in the area.

Residue from burning and non-combustible material shall be buried outside the channel or placed in designated disposal areas. All buried material shall have adequate earth cover to permit proper land use.

Selective snagging, where possible, shall be performed primarily with hand-operated equipment, water-based equipment, or small equipment used in manner that will minimize soil, water, and other resource disturbances.

Equipment for log removal. First consideration should be given to the use of hand-operated equipment to remove log accumulations. When the use of hand-operated equipment is infeasible, vehicular equipment should be used in accordance with the following guidelines:

- Water-based equipment (e.g., a crane or winch mounted on a small, shallow draft barge or other vessel) should be used for removing material from the stream. A small crawler tractor with winch or similar equipment may be used to remove debris from the channel to selected disposal points.

- \* Wheeloid chippers and other equipment should be used in a manner that reduces impact to soil and vegetation.
- Wood chips should be distributed across the site in as thin a layer as practical to avoid inhibiting plant growth. Wood chips can be left in a pile at the landowner's request.
- Debris can be burned on site. The grantee/contractor is responsible for obtaining and possessing a valid burn permit (if applicable) and for following any other necessary laws or statutes related to burning.

**Cabling/Strapping**

Cabling or strapping refers to the practice of anchoring logs and other woody debris in place so that it will not be washed back into the stream in subsequent flood events.

- Cabled/strapped debris should be set back at least 30 feet from the top of the stream bank.
- Woody debris cabled/strapped within the floodplain should be anchored in such a way that it will not significantly affect the flow capacity of the floodplain. Securing logs parallel to the direction of the stream flow can help reduce flood flow impediment.
- Cabling debris to an anchor will ensure woody debris will not be moved back into the stream channel during future flood events. The anchor point should be selected based on site-specific factors, such as availability of natural anchors and cost. Examples of anchors include live trees or soil anchors.
- **Live Trees** - Logs and debris may be cabled to live trees or fresh stumps. Fatal damage to live trees should be avoided. Wedging logs against the live tree before the cable/strap is attached will help ensure the attached log is as immobile as possible.
  - If a strap/cable is looped around a tree, leaving a small amount of slack in the loop around the live tree, and between the live tree and the log, may help protect the tree from grinding and prevent the cable from snapping if the anchored log shifts.
  - If stumps are used, the cable/strap should be secured in a way so that it will not slip off the top of the stump in future flood events.
- **Soil Anchors** - Soil anchors may be useful on sites with few live trees to serve as anchors or in other situations when live trees are not desirable as anchors. For technical guidance on use soil anchors, contractors should use refer to [NCS Technical Supplement 13245 Soil Anchors](#).
- **Cable Material** - A variety of cable, rope, or strap options can be used for securing large woody debris in an anchor point. Material with a break strength of approximately 1,700 pounds or higher should be used. A common example of an appropriate rope would be 1/4 inch braided nylon rope. Contractors should use thicker cables/ropes as necessary to sufficiently secure debris.
- Placing debris as close to the anchor as possible will reduce the amount of rope/cable needed and reduce the risk of landowners tripping over the cable.
- Logs can be anchored individually or in groups. If groups of logs & branches are anchored together, wrapping the cable or rope around the entire bundle of debris can secure the bundle to the anchor.

- When stream conditions are inadequate for the use of water-based equipment, the smallest feasible equipment with tracking systems that minimize ground disturbance should be specified for use. Larger equipment may be employed from non-wooded areas where cables could be stretched down to the channel to drag out materials to be removed.
  - Access routes for equipment should be selected to minimize disturbance to existing floodplain vegetation, particularly in the riparian zone. Equipment should be selected which will require little or no tree removal in forested areas.
- (1) Log disposal practices. All logs or trees designated for removal from a stream or floodplain should be removed or secured in such a manner as to preclude their re-entry into the channel by floodwaters. Generally, they should be transported well away from the channel and floodway and positioned parallel to the stream channel so as to reduce flood flow impediment. When large numbers of logs are removed at one location (e.g., logjams), their use for firewood may be most appropriate. Burying of removed material should not be permitted.
- (2) Removal of sediment and soils. Major sediment plugs in the channel may be removed if they are presently blocking the channel to a degree that results in ponding and dispersed overland flow through poorly defined or nonexistent channels and, in the opinion of appropriated experts, will not be removed by natural stream or river forces after logs and other obstructions have been removed.
- Cable Material:** A variety of cable, rope, or strap options can be used for securing large woody debris to an anchor point. If steel cable is used, a minimum cable diameter of 1/8-inch should be used to secure the debris. If rope or strapping is used, material with a breaking strength equivalent to 1/8-inch diameter steel cable should be used. Contractors should use thicker cables/ropes as necessary to sufficiently secure debris.
- Placing debris as close to the anchor as possible will reduce the amount of rope/cable needed and reduce the risk of landowners tripping over the cable.
  - Logs can be anchored individually or in groups. If groups of logs & branches are anchored together, wrapping the cable or rope around the entire bundle of debris can secure the bundle to the anchor.



NORTH CAROLINA  
DUPLIN COUNTY  
CONTRACT FOR STREAM DEBRIS  
REMOVAL

THIS CONTRACT is made, and entered into this the 6 day of January, 2025, by and between the COUNTY of DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and, Daniel Steiner d.b.a. Starch-It Clearing, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

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

1. **SCOPE OF SERVICES.** Contractor shall perform stream debris removal, in accordance with the terms set forth herein and the attachments hereto, on the North East Cape Fear River in Duplin County. The stream debris removal shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel. Contractors shall be responsible for complying with all applicable permitting requirements. All debris removed from stream or stream area must be removed from the 100-year floodplain or processed in a manner that the debris would not pose a risk of blockage or significant impairment of normal streamflow during a subsequent flood event. Processing of debris includes cabling or strapping in a secured manner outside the immediate stream area (minimum of 30 ft. from top of the stream bank)

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

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

Contractor timely responded to the County's REQUEST FOR PROPOSALS FOR STREAM DEBRIS REMOVAL (CLEARING AND SWAGGING) WITHIN NORTH EAST CAPE FEAR RIVER PROJECT, DUPLIN COUNTY, NORTH CAROLINA, and was selected to remove stream debris in North East Cape Fear River Section 6, (see ATTACHMENT A which is incorporated herein and made a part of this Contract). It is agreed by the parties that the Contractor will perform the work in accordance with General Specifications, Other Specifications, Guidelines, Provisions, and Descriptions & Specifications as set forth and referenced in ATTACHMENT B Clearing and Swagging Project and ATTACHMENT C USDA-NRCS NC Supplement S-326-1 Technical Guide Section IV, Clearing and Swagging Specifications, which are incorporated herein and made a part of this Contract.

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

2. **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.**

2.1 This Contract shall commence on the date first written above (hereinafter

"Commencement Date"). The Contractor shall notify the Owner in writing not less than five (5) days before commencing the Work.

The Contractor shall achieve Substantial Completion of the entire Work no later than August 31, 2025. In view of the difficulty of estimating damages to the County by reason of the failure of the Contractor to complete the work herein proposed within the

1.1 time limit herein proposed, or within such further time as same may be extended upon mutual written agreement of the parties, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of TWO HUNDRED DOLLARS (\$200.00) per day for each and every calendar day that the work may be incomplete beyond August 31, 2025, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. Any adjustment to the August 31, 2025 contract completion date must be made in writing by the Duplin County Soil and Water Department.

3. **PAYMENT TO CONTRACTOR.** Contractor shall receive from the County a sum not to exceed **One hundred twenty-one thousand three hundred forty-two dollars (\$121,342.00)**, as full compensation for the provision of services provided under this Contract, subject to deductions as provided in the Contract Documents. Any addition to the contract price must be mutually agreed upon in writing. The County agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Payments will be processed promptly upon receipt and approval of the invoice by COUNTY. Contractor shall furnish a Form W-9 Taxpayer Identification, a copy of which shall be attached hereto.

Items of work will be completed as prioritized by Duplin Soil and Water Conservation staff. Payment for completed items may be made by submitting invoices. No partial payments will be issued for partially completed work items. The parties agree that Stream Debris Removal work under this Contract shall temporarily cease when river levels exceed five feet (5'), pursuant to USGS 02108000 MEASUREMENTS NEAR Chinquapin, NC, UNLESS MUTUALLY AGREED OTHERWISE BY THE PARTIES. It is recognized, however, that there may be portions of the river where work can be done during periods where water levels exceed five feet (5') at large the gauge near Chinquapin, NC. County therefore agrees to in good faith assist in finding locations where Contractor can continue to work and Contractor agrees to in good faith attempt to timely perform such work.

Work shall not be deemed complete under this Contract unless and until approved by the Duplin County Soil and Water Conservation Department and an inspector from North Carolina Division of Soil and Water Conservation. Inspection of work at Contractor's request shall be promptly completed and assessment of Contractor's compliance shall be made in good faith. However, it is agreed by the parties that no inspection shall take place at a time when the river water levels exceed five feet (5'), pursuant to USGS 02108000 measurements near Chinquapin, NC.

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

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

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

- 4.1 Provide any lien waiver requested by the County, prior to final payment from the County; and
- 4.2 Obtain written approval of the satisfactory completion of the work as set forth herein from both the Duplin County Soil & Water Conservation representative and the North Carolina Division of Soil and Water Conservation; and
- 4.3 The work as listed above and contemplated herein shall be performed in a workman-like manner and must be approved by both a representative of the Duplin County Soil and Water Conservation Department and North Carolina Division of Soil and Water Conservation prior to completion and certification of work or payment being made; and
- 4.4 Adhere to the specifications, guidelines and provisions included in this Contract and all attachments thereto;
- 4.5 Provide County with updated and current lists of all employees, vehicles, and equipment being used to perform work under this Contract. County shall be immediately notified of any changes to these lists; and
- 4.6 Contractor is expressly prohibited from using subcontractors without first obtaining written permission and authorization from County.

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

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

6. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification and hold harmless agreement shall survive the termination of this Contract.

7. **INSURANCE AND BONDS.**

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

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

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

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

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

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

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

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

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

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

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

\$500,000 --- Workers' Compensation

7.3 Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the Work. The Certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the

12. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.

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

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

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

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

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

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

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

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

County. If any of the foregoing insurance coverage is required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

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

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

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

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

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

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

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

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

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

19. **GOOD STANDING WITH COUNTY.** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

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

COUNTY OF DUPLIN  
ATTN: Bryan Miller, County Manager  
PO Box 950  
Kenansville, NC 28349

CONTRACTOR COMPANY  
ATTN: Daniel Steiner  
Snatch-it Clearing  
206 Old NC 24 Hwy  
Beaufort, NC 28518

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

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

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

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

25. **ENTIRE CONTRACT.** This Contract, including attachments, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

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

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

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

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

Reviewed by Department Head

By: [Signature]  
Printed Name: Bryan Miller  
Title: Director, Social Welfare  
Date: 12-6-24

CONTRACTOR

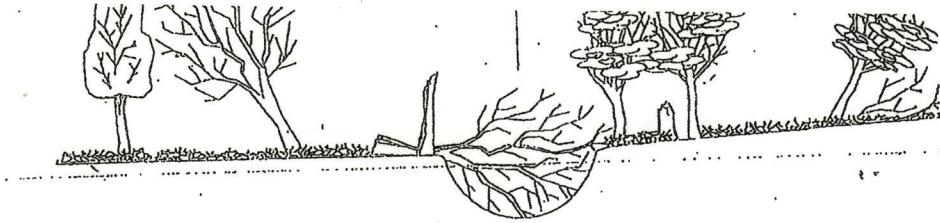
By: [Signature]  
Printed Name: G. Daniel Steiner, Jr.  
Title: Owner  
Date: 12-6-24

DUPLIN County

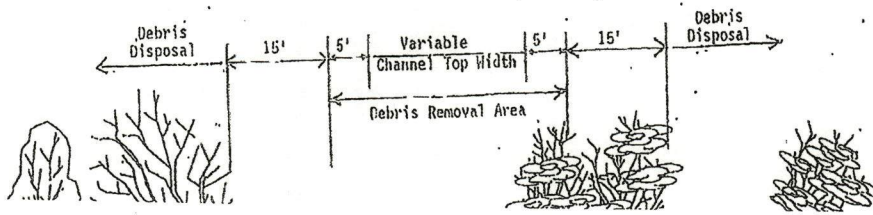
By: [Signature]  
Printed Name: Derek B. Edwards  
Title: Chairman  
Date: 12/10/2024

DUPLIN County

This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act.  
[Signature]  
Duplin County Finance Officer



BEFORE CONSTRUCTION





11/15/00

The personnel from the Duplin SWCD (here forward referred to as "Inspector") shall be responsible for inspecting the completed work for the project and ensuring the quality of work meets the attached NRCs Clearing and Snagging Standard (326).

The Contractor shall respect the rights of the landowner to salvage timber 500 feet in advance of, and prior to, clearing operations. The Contractor shall dispose of any remaining timber, brush, or other woody growths as indicated below but shall not salvage any timber.

The clearing crew shall be organized in such a manner that trees, brush, logs, snags, etc., that are cut from the channel banks and bottom will be removed from this area as the clearing progresses.

Trees shall be felled in such a manner as to cause a minimum of damage to trees left standing. Trees left standing that are excessively damaged by the clearing and snagging operations shall be removed at the expense of the Contractor. Excessive damage to trees shall consist of excessive peeling of bark, excessive cutting of the root system, or other excessive damage as determined by the Inspector.

Trees shall be felled in such a manner as to avoid damage to existing structures, or installations, and with due regard for the safety of persons and property.

During the channel clearing and snagging operations, all lateral channels, side ditches, and natural drainage ways shall be left open so as not to obstruct the flow of water.

The CONTRACTOR shall promptly notify the District Engineer with the NC DOT when debris accumulates at the public highway bridges and culverts as a result of his channel clearing and snagging operations.

Floating debris that is released during the channel work shall be trapped. Debris shall be removed from the traps as necessary or daily. One trap shall be maintained near the outlet end of any unaccepted portion of the work. Traps shall be of the floating type if in an area of backwater.

In areas where aquatic weeds such as alligator weed is hindering the proper flow of the channel, the aquatic weeds will be treated using herbicides that are labeled for the specific use and in accordance with local, state and federal regulations.

Additional clearing and snagging specifications are listed in the attached North Carolina Supplement --S-326-1.

The CONTRACTOR awarded will ensure that all required permits are secured for each site before any work proceeds on that site.

The CONTRACTOR awarded this project will complete stream debris removal activities by cutting and removing downed trees, broken tops and woody debris. Woody debris 18" in diameter and less shall be cut in lengths of at least 10 feet unless other arrangements are made with the inspecting officer.

Excavation of soil or sediment from streams, channels, other drainage ways and wetlands requires approval. Contact your local U.S. Army Corps of Engineers and DWR Offices (DWR Raleigh Regional Office 919-791-4200 & U.S. Army Corps of Engineers Raleigh Regulatory Field Office 919-554-4884).

Removal of debris will be limited to the removal of vegetation and trash, construction and residential materials washed into a stream. Uprooted stumps directly in the channel may be pulled from the ground (no excavation), but shall include no more than minimal amounts of soil attached to the roots. Debris removal is restricted to that associated with hurricanes.

CLEARING AND SNAGGING PROJECT

i. Scope  
The work shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel (here forward to be referred to as "clearing and snagging").

ii. Marking  
The limits of the area to be cleared and snagged are shown on the attached plan map. The vertical limits of each reach are defined by the road crossings or the confluence of different creeks. The horizontal limits of each reach are defined by the natural width of each channel.

iii. Clearing  
Unless otherwise specified, obstructions not marked for preservation shall be cut off as near the ground surface as conventional tools and field conditions will permit. All trees not marked for preservation and all snags, logs, brush, shrubs, and other obstructions shall be cleared from within the limits of the designated areas.

iv. Disposal  
All materials cleared from the designated areas shall be disposed of in a location and in a manner shown on the drawings, or as specified in Section VI of this specification.

v. Measurement and Payment  
Payment for clearing and snagging work will be made at the contract unit price for the item and shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work. Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section VI of this specification.

vi. Items of Work and Construction Detail  
Items of work to be performed in conformance with this specification and the construction details therefore are:

**Streamflow Rehabilitation Assistance Program**



**Debris Removal & Processing Recommendations**

**§ 139-65. Streamflow Rehabilitation Assistance Program.** The authorizing legislation for STRAP, states that "The Commission shall ensure that debris removed from streams with funds provided under this Article are either removed from the 100-year floodplain or processed in such a manner that the debris would not pose a risk of blockage or significant impairment of normal streamflow during a subsequent flood event."

The Soil & Water Conservation Commission has determined that processing of debris may include any of the following activities:

- Chipping
- Cabling or strapping in a secured manner outside the immediate stream area (minimum of 30 ft. from top of the stream bank)
- Burning (Must comply with all required State Forest Service permits and only under appropriate Air Quality conditions)
- Other processing options approved by the Commission

**Removal from the floodplain**

- Debris removed from the stream can be hauled away from the floodplain. Debris can be loaded directly into a truck for removal or debris can be floated to a location appropriate for its removal from the stream or floodplain.
- Debris can be removed to a landfill (grantees should confirm that the landfill accepts woody debris), another property, or to another location on the same property as long as it is outside of the floodplain and landowner has granted permission for the debris to be deposited on the site.
- Equipment used for hauling debris from the floodplain should be used in a manner that minimizes the impact to the banks of the stream. Boat mounted equipment may be an effective option for accessing stream debris. Tracked or wheeled equipment should be kept out of the stream channel and may be employed from the bank by using a manipulator arm or cables to drag debris out of the stream channel.<sup>1</sup>
- If garbage (such as wooden construction materials) is contributing to blockages in the stream, it can be removed from the stream and disposed outside of the floodplain.

**Chipping or Burning Debris**

Debris can be left in the floodplain if it has been chipped or burned so that it does not pose a risk of contributing to future blockages if it is washed back into the stream. Wood chips can be left on site or hauled away.

- Wood chips can be placed on the floodplain starting at the top of the bank. Wood chips should not be placed below the top of the bank or in channels that drain from the floodplain into the stream.<sup>2</sup>

<sup>1</sup> NRCS Clearing and Shading Code 226 Practice Standard.  
<sup>2</sup> USACE Best Management Practices for Sediment, Debris, and Streambank

Debris shall be disposed of on uplands where practicable.

Debris placed in wetlands shall be spread in a manner that does not impede lateral water flow and shall be sufficiently anchored (no excavation or fill) so that material will not be displaced back into the stream channel.

Equipment used may include hydraulic excavators equipped with a mechanical thumb or grapple attachment, loaders, winches mounted on equipment that has rubber tires or tracks, portable winches and chain saws.

Heavy equipment working in wetlands must be placed on mats, or, other measures must be taken to minimize soil disturbance.

Equipment shall operate adjacent to the stream and not within the stream unless prior approval has been granted. Where necessary, trees may be cut for access to work sites. However, mechanized land clearing will not occur in wetlands at any time. Crossing a stream to access the opposite bank is permissible, but the crossing sites shall be selected to minimize damage to the streambank and aquatic habitat.

No activity may cause a hazard to navigation.

In the event of a spill of petroleum products or any other hazardous waste, immediately contact the North Carolina Emergency Management Center at (800) 858-0368. Management of such spills shall comply with provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act.

State Buffer Rules must be complied with when conducting storm debris removal.

**INVOICING AND PAYMENTS**

Staff from the Division of Soil and Water Conservation or its designated agent will conduct a site visit and approve the work completed and submitted for reimbursement prior to releasing any payment to the CONTRACTOR. The Division must satisfactorily determine that all work has been completed in accordance with all debris Removal Guidelines.

CLEARING AND SNAGGING SPECIFICATIONS

All trees, stumps, and brush within the perimeter of the channel shall be cut as close to ground level as conventional cutting tools permit. If other areas are to be cleared, the trees, brush and other woody vegetation shall be cut within the maximum distance above ground level specified.

Trees shall be felled in such a manner as to avoid damage to other trees, property, and objects outside the limits of clearing.

Down trees, logs, drifts, boulders, debris and other obstructions lying wholly or partially within the channel shall be removed. Piling, piers, headwalls, and sediment bars that obstruct the free flow of water will be removed when so designated in the project plan.

If herbicide treatment is planned, the stumps and brush in the specified area shall be treated at the time of clearing in accordance with the recommendations of the manufacturer of the herbicide specified or being used.

The use of explosives in all clearing and snagging operations shall be in strict compliance with applicable State statutes and regulations.

If channels are located in cultivated areas or in areas of high value land, trees, logs, and all combustible material resulting from the clearing and snagging operations shall be burned, buried, or piled in designated disposal areas as specified for the project. In other areas, such as woodland or range land, where burning is prohibited, material shall be disposed of in such a manner that it will not float away or re-enter the channel.

All burning shall be performed outside the channel and shall conform to regulations in effect in the area.

Residue from burning and non-combustible material shall be buried outside the channel or placed in designated disposal areas. All buried material shall have adequate earth cover to permit proper land use.

Selective snagging, where possible, shall be performed primarily with hand-operated equipment, water-based equipment, or small equipment used in manner that will minimize soil, water, and other resource disturbances.

Equipment for log removal. First consideration should be given to the use of hand-operated equipment to remove log accumulations. When the use of hand-operated equipment is infeasible, vehicular equipment should be used in accordance with the following guidelines:

- Water-based equipment (e.g., a crane or winch mounted on a small, shallow draft barge or other vessel) should be used for removing material from the stream. A small crawler tractor with winch or similar equipment may be used to remove debris from the channel to selected disposal points.

- Wheeled chippers and other equipment should be used in a manner that reduces impact to soil and vegetation.

- Wood chips should be distributed across the site in as thin a layer as practical to avoid inhibiting plant growth. Wood chips can be left in a pile at the landowner's request.

- Debris can be burned on site. The grantee/contractor is responsible for obtaining and possessing a valid burn permit (if applicable) and for following any other necessary laws or statutes related to burning.

**Cabling/Strapping**

Cabling or strapping refers to the practice of anchoring logs and other woody debris in place so that it will not be washed back into the stream in subsequent flood events.

- Cabled/strapped debris should be set back at least 30 feet from the top of the stream bank.
- Woody debris cabled/strapped within the floodplain should be anchored in such a way that it will not significantly affect the flow capacity of the floodplain. Securing logs parallel to the direction of the stream flow can help reduce flood flow impediment.
- Cabling debris to an anchor will ensure woody debris will not be moved back into the stream channel during future flood events. The anchor point should be selected based on site-specific factors, such as availability of natural anchors and cost. Examples of anchors include live trees or soil anchors.
- **Live Trees**- Logs and debris may be cabled to live trees or fresh stumps. Fatal damage to live trees should be avoided. Wedging logs against the live tree before the cable/strap is attached will help ensure the attached log is as immobile as possible.
  - If a strap/cable is looped around a tree, leaving a small amount of slack in the loop around the live tree, and between the live tree and the log, may help protect the tree from girdling and prevent the cable from snapping if the anchored log shifts.
  - If stumps are used, the cable/strap should be secured in a way so that it will not slip off the top of the stump in future flood events.

- **Soil Anchors**- Soil anchors may be useful on sites with few live trees to serve as anchors or in other situations when live trees are not desirable as anchors. For technical guidance on use soil anchors, contractors should use refer to [NRCS Technical Supplement 23146, Soil Anchors](#).

- **Cable Material**- A variety of cable, rope, or strap options can be used for securing large woody debris to an anchor point. Material with a break strength of approximately 1,700 pounds or higher should be used. A common example of an appropriate rope would be 1/4 inch braided nylon rope. Contractors should use thicker cables/ropes as necessary to sufficiently secure debris.

- Placing debris as close to the anchor as possible will reduce the amount of rope/cable needed and reduce the risk of landowners tripping over the cable.
- Logs can be anchored individually or in groups. If groups of logs & branches are anchored together, wrapping the cable or rope around the entire bundle of debris can secure the bundle to the anchor.

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When stream conditions are inadequate for the use of water-based equipment, the smallest feasible equipment with tracking systems that minimize ground disturbance should be specified for use. Larger equipment may be employed from non-wooded areas where cables could be stretched down to the channel to drag out materials to be removed.

Access routes for equipment should be selected to minimize disturbance to existing floodplain vegetation, particularly in the riparian zone. Equipment should be selected which will require little or no tree removal in forested areas.

(1) Log disposal practices. All logs or trees designated for removal from a stream or floodplain should be removed or secured in such a manner as to preclude their re-entry into the channel by floodwaters. Generally, they should be transported well away from the channel and roadway and positioned parallel to the stream channel so as to reduce flood flow impediment. When large numbers of logs are removed at one location (e.g., logjams), their use for firewood may be most appropriate. Burying of removed material should not be permitted.

(2) Removal of sediment and soils. Major sediment plugs in the channel may be removed if they are presently blocking the channel to a degree that results in ponding and dispersed overland flow through poorly defined or nonexistent channels and, in the opinion of appropriated experts, will not be removed by natural stream or river forces after logs and other obstructions have been removed.

**Cable Material:** A variety of cable, rope, or strap options can be used for securing large woody debris to an anchor point. If steel cable is used, a minimum cable diameter of 1/8-inch should be used to secure the debris. If rope or strapping is used, material with a breaking strength equivalent to 1/8-inch diameter steel cable should be used. Contractors should use thicker cables/ropes as necessary to sufficiently secure debris.

- Placing debris as close to the anchor as possible will reduce the amount of rope/cable needed and reduce the risk of landowners tripping over the cable.
- Logs can be anchored individually or in groups. If groups of logs & branches are anchored together, wrapping the cable or rope around the entire bundle of debris can secure the bundle to the anchor.

NORTH CAROLINA  
DUPLIN COUNTY  
CONTRACT FOR STREAM DEBRIS  
REMOVAL

THIS CONTRACT is made, and entered into this the 6 day of January, 2025, by and between the COUNTY OF DUPLIN, a political subdivision of the State of North Carolina (hereinafter referred to as "COUNTY"), and Half's Tree Service, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

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

1. **SCOPE OF SERVICES.** Contractor shall perform stream debris removal, in accordance with the terms set forth herein and the attachments hereto, on the North East Cape Fear River in Duplin County. The stream debris removal shall consist of removing and disposing of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel. Contractor shall be responsible for complying with all applicable permitting requirements. All debris removed from stream or stream area must be removed from the 100-year floodplain or processed in a manner that the debris would not pose a risk of blockage or significant impairment of normal streamflow during a subsequent flood event. Processing of debris includes chipping or shredding in a secured manner outside the immediate stream area (minimum of 30 ft from top of the stream bank).

- It is expressly agreed that, in addition, the following trees must be removed:
- Any tree that is leaning over the channel at an angle greater than 30 degrees of vertical and are dead or severely undercut.
  - Any tree with damaged root systems.
  - Any tree that is relying upon adjacent vegetation for support and may fall into the channel within one year and create blockage to flow.

Contractor timely responded to the County's REQUEST FOR PROPOSALS FOR STREAM DEBRIS REMOVAL (CLEARING AND SNAGGING) WITHIN NORTH EAST CAPE FEAR RIVER PROJECT, DUPLIN COUNTY, NORTH CAROLINA, and was selected to remove stream debris in North East Cape Fear River Section's 1, 2, 3, 4, and 5, (see ATTACHMENT A which is incorporated herein and made a part of this Contract). It is agreed by the parties that the Contractor will perform the work in accordance with General Specifications, Other Specifications, Guidelines, Provisions, and Descriptions & Specifications as set forth and referenced in ATTACHMENT B Clearing and Snagging Project and ATTACHMENT C USDA-NRCS NC Supplement S-326-J Technical Guide Section IV, Clearing and Snagging Specifications, which are incorporated herein and made a part of this Contract.

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

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

than five (5) days before commencing the Work.  
The Contractor shall achieve Substantial Completion of the entire Work no later than August 31, 2025 in view of the difficulty of estimating damages to the County by reason of the failure of the Contractor to complete the work herein proposed within the

1.1 time limit herein proposed, or within such further time as same may be extended upon mutual written agreement of the parties, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of TWO HUNDRED DOLLARS (\$200.00) per day for each and every calendar day that the work may be incomplete beyond August 31, 2025, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. Any adjustment to the August 31, 2025 contract completion date must be made in writing by the Duplin County Soil and Water Department.

3. **PAYMENT TO CONTRACTOR.** Contractor shall receive from the County a sum not to exceed five hundred fifty-four thousand six hundred twenty-two dollars (\$564,622.00), as full compensation for the provision of services provided under this Contract, subject to deductions as provided in the Contract Documents. Any addition to the contract price must be mutually agreed upon in writing. The County agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Payments will be processed promptly upon receipt and approval of the invoice by COUNTY. Contractor shall furnish a Form W-9 Taxpayer Identification, a copy of which shall be attached hereto.

Items of work will be completed as prioritized by Duplin Soil and Water Conservation staff. Payment for completed items may be made by submitting invoices. No partial payments will be issued for partially completed work items. The parties agree that Stream Debris Removal work under this Contract shall temporarily cease when river levels exceed five feet (5'), pursuant to USGS 02108000 MEASUREMENTS NEAR CHINQUAPIN, NC, UNLESS MUTUALLY AGREED OTHERWISE BY THE PARTIES. It is recognized, however, that there may be portions of the river where work can be done during periods where water levels exceed five feet (5') at large the gauge near Chinquapin, NC. County therefore agrees to in good faith assist in finding locations where Contractor can continue to work and Contractor agrees to in good faith attempt to timely perform such work.

Work shall not be deemed complete under this Contract unless and until approved by the Duplin County Soil and Water Conservation Department and an inspector from North Carolina Division of Soil and Water Conservation. Inspection of work at Contractor's request shall be promptly completed and assessment of Contractor's compliance shall be made in good faith. However, it is agreed by the parties that no inspection shall take place at a time when the river water levels exceed five feet (5'), pursuant to USGS 02108000 measurements near Chinquapin, NC.

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

4. **CONTRACTOR'S RESPONSIBILITIES.** The Contractor shall:  
Complete the clearing and snagging project as described in ATTACHMENT B Clearing and



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

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

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

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

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

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

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

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

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

- \$1,000,000 per occurrence / \$2,000,000 aggregate --- Bodily Injury Liability, and \$100,000 --- Property Damage Liability, or
- \$1,000,000 per occurrence / \$2,000,000 aggregate --- Combined Single Limit Bodily Injury and Property Damage
- \$500,000 --- Workers' Compensation

7.3 Certificates of insurance acceptable to the County shall be filed with the County prior to commencement of the Work. The Certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the

Snagging Project and ATTACHMENT C, USDA-NRCS NC Supplement S-376-1 Technical Guide Section 17: Clearing and Snagging Specifications, which are incorporated herein and made a part of this Contract. Contractor shall further satisfy each of the following conditions:

4.1 Provide any lien waiver requested by the County, prior to final payment from the County; and

4.2 Obtain written approval of the satisfactory completion of the work as set forth herein from both the Duplin County Soil & Water Conservation representative and the North Carolina Division of Soil and Water Conservation;

4.3 The work as listed above and contemplated herein shall be performed in a workman-like manner and must be approved by both a representative of the Duplin County Soil and Water Conservation Department and North Carolina Division of Soil and Water Conservation prior to completion and certification of work or payment being made; and

4.4 Adhere to the specifications, guidelines and provisions included in this Contract and all attachments thereto;

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

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

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

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

6. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential, arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification and hold harmless agreement shall survive the termination of this Contract.

7. **INSURANCE AND BONDS.**

County. If any of the foregoing insurance coverage is required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

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

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

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

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

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

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

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

12. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.

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

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

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

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

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

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

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

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

- 17. **IRAN DIVESTMENT ACT.** CONTRACTOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a)) It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
- 18. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
- 19. **GOOD STANDING WITH COUNTY.** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.
- 20. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF DUPLIN  
 ATTN: Bryan Miller, County Manager  
 PO Box 950  
 Kenansville, NC 28349

CONTRACTOR COMPANY  
 ATTN: Jerry Hall  
 Hall's Tree Service  
 977 Ellis Road  
 Lumber Bridge, NC 28357

- 21. **AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
- 22. **COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
- 23. **ANNUAL APPROPRIATIONS AND FUNDING.** This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

- 24. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 25. **ENTIRE CONTRACT.** This Contract, including attachments, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
- 26. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 27. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
- 28. **AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

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

**Reviewed by Department Head**

By: [Signature]  
 Printed Name: Billy W. Ivins  
 Title: Director, Salt Tubber  
 Date: 12-8-2024

**CONTRACTOR**

By: [Signature]  
 Printed Name: Selby Hall  
 Title: Owner  
 Date: 12-08-2024

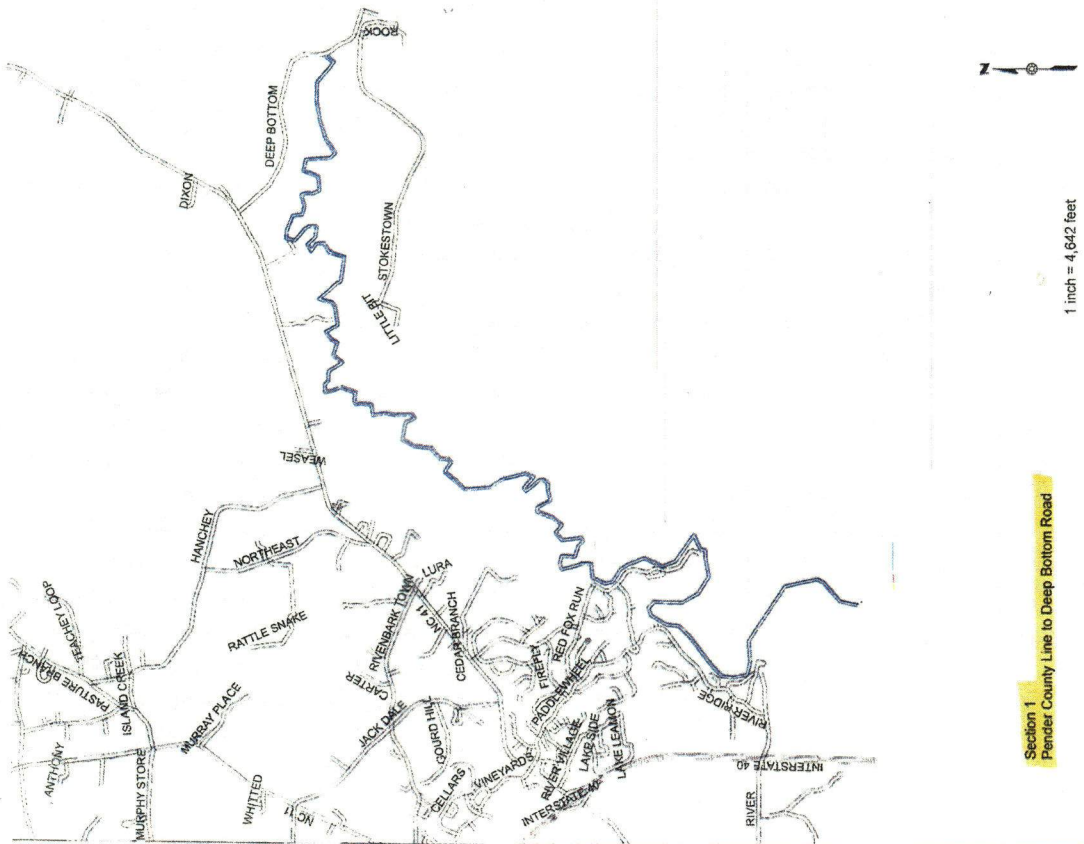
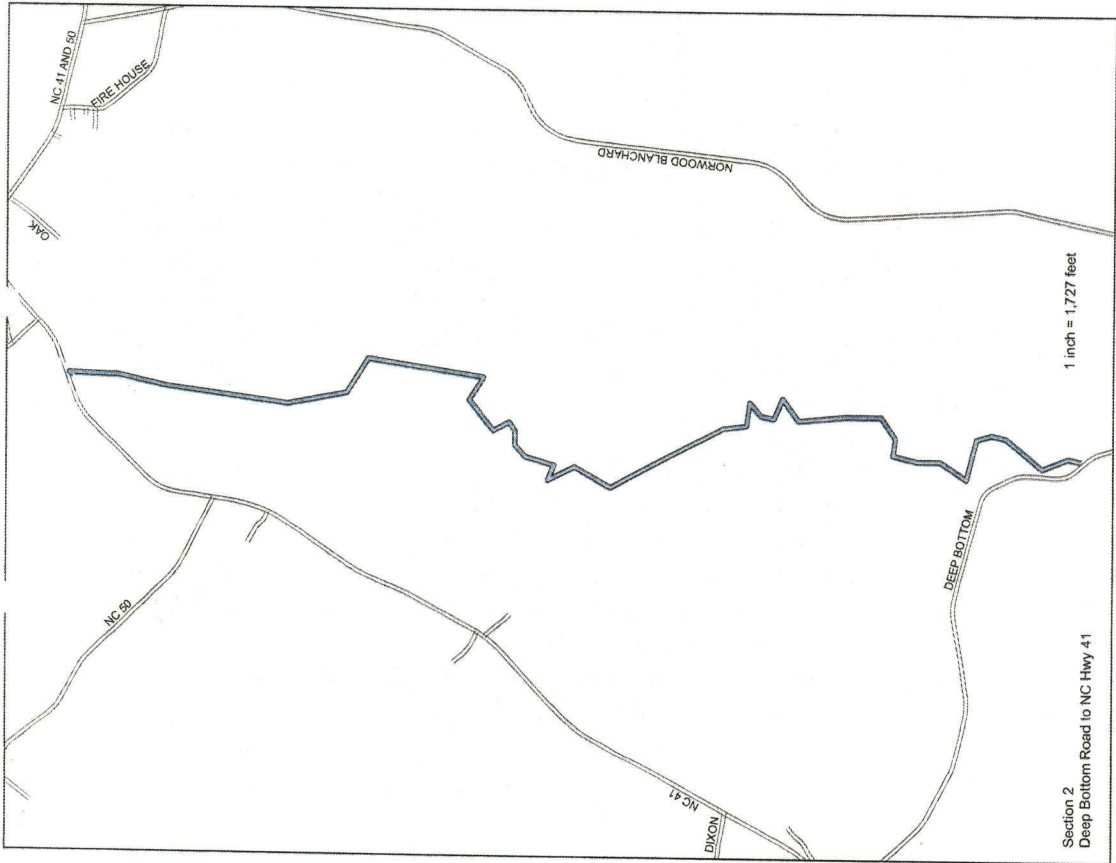
**DUPLIN County**

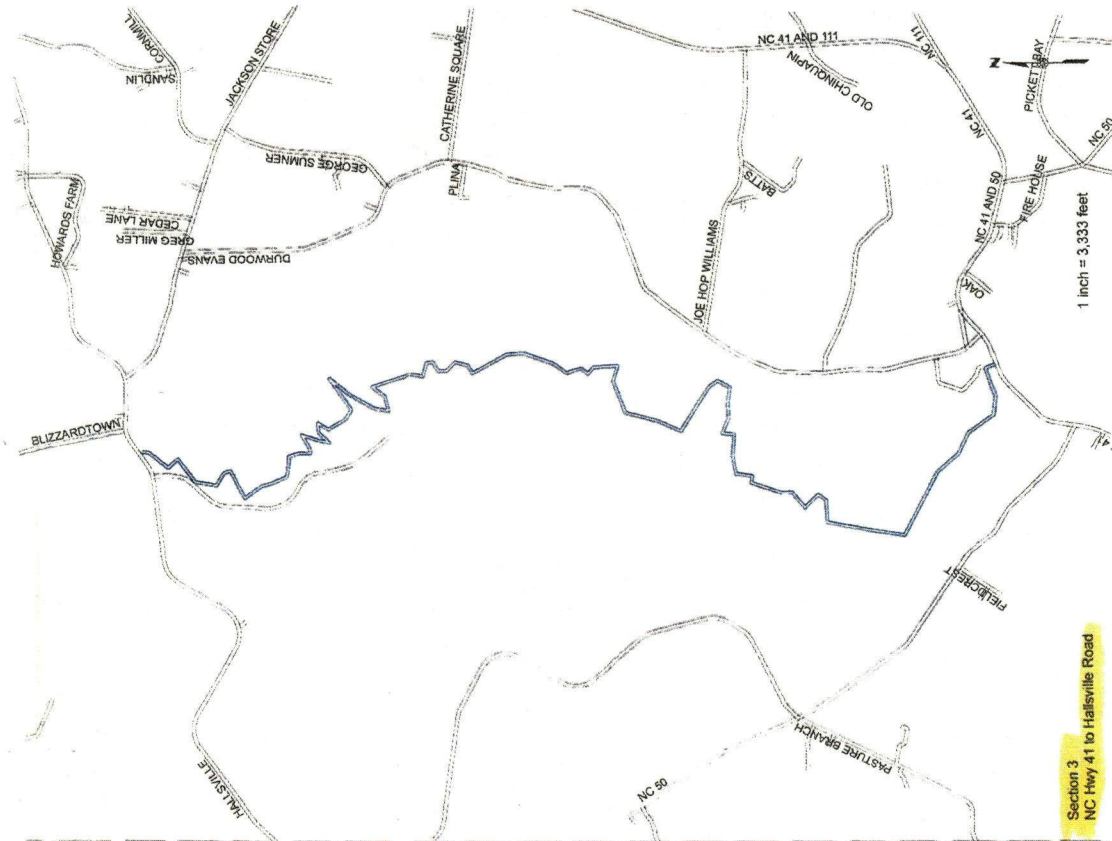
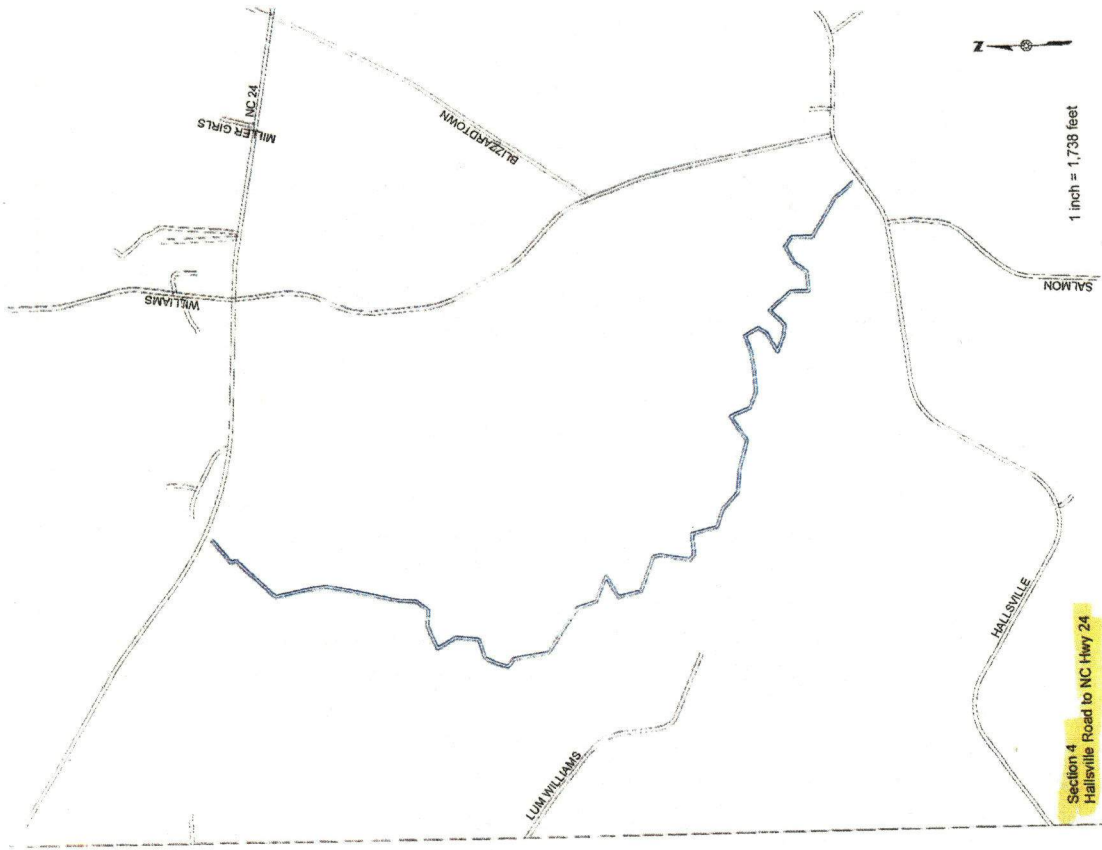
By: [Signature]  
 Printed Name: Dexter B. Edwards  
 Title: Chairman  
 Date: 12/10/2024

**DUPLIN County**

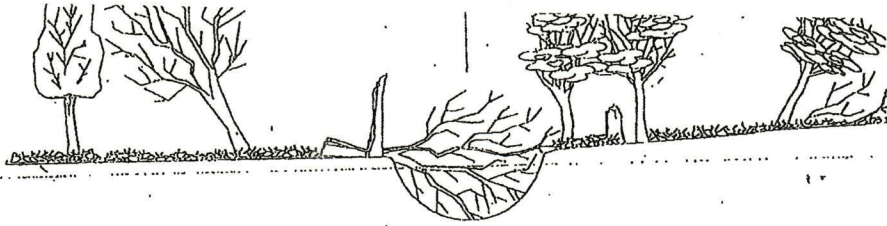
This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act.  
 By: [Signature]  
 Printed Name: Cathy Fannon  
 Title: Finance Officer

84000

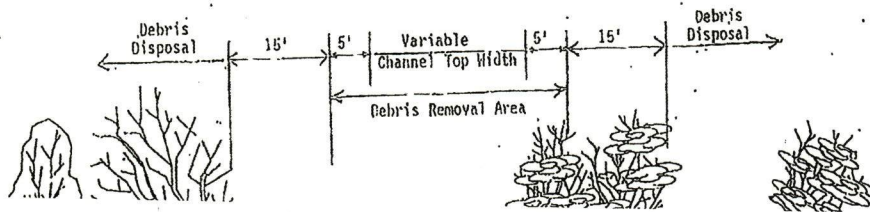








BEFORE CONSTRUCTION



The personnel from the Duplin SWCD (here forward referred to as Inspector) shall be responsible for inspecting the completed work for the project and ensuring the quality of work meets the attached NRCS Clearing and Snagging Standard (326).

The Contractor shall respect the rights of the landowner to salvage timber 500 feet in advance of, and prior to, clearing operations. The Contractor shall dispose of any remaining timber, brush, or other woody growths as indicated below but shall not salvage any timber.

The clearing crew shall be organized in such a manner that trees, brush, logs, snags, etc., that are cut from the channel banks and bottom will be removed from this area as the clearing progresses.

Trees shall be felled in such a manner as to cause a minimum of damage to trees left standing. Trees left standing that are excessively damaged by the clearing and snagging operations shall be removed at the expense of the Contractor. Excessive damage to trees shall consist of excessive peeling of bark, excessive cutting of the root system, or other excessive damage as determined by the Inspector.

Trees shall be felled in such a manner as to avoid damage to existing structures, or installations, and with due regard for the safety of persons and property.

During the channel clearing and snagging operations, all lateral channels, side ditches, and natural drainage ways shall be left open so as not to obstruct the flow of water.

The **CONTRACTOR** shall promptly notify the District Engineer with the NC DOT when debris accumulates at the public highway bridges and culverts as a result of his channel clearing and snagging operations.

Floating debris that is released during the channel work shall be trapped. Debris shall be removed from the traps as necessary or daily. One trap shall be maintained near the outlet end of any unaccepted portion of the work. Traps shall be of the floating type if in an area of backwater.

In areas where aquatic weeds such as alligator weed is hindering the proper flow of the channel, the aquatic weeds will be treated using herbicides that are labeled for the specific use and in accordance with local, state and federal regulations.

Additional clearing and snagging specifications are listed in the attached North Carolina Supplement --S-326-1.

The **CONTRACTOR** awarded will ensure that all required permits are secured for each site before any work proceeds on that site.

The **CONTRACTOR** awarded this project will complete stream debris removal activities by cutting and removing downed trees, broken tops and woody debris. Woody debris 18" in diameter and less shall be cut in lengths of at least 10 feet unless other arrangements are made with the inspecting officer.

Excavation of soil or sediment from streams, channels, other drainage ways and wetlands requires approval. Contact your local U.S. Army Corps of Engineers and DWR Offices (DWR Raleigh Regional Office 919-791-4200 & U.S. Army Corps of Engineers Raleigh Regulatory Field Office 919-554-4884).

Removal of debris will be limited to the removal of vegetation and trash, construction and residential materials washed into a stream. Uprooted stumps directly in the channel may be pulled from the ground (no excavation), but shall include no more than minimal amounts of soil attached to the roots. Debris removal is restricted to that associated with hurricanes.

CLEARING AND SNAGGING  
PROJECT

I. Scope

The work shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel (here forward to be referred to as "Clearing and snagging").

ii. Marking

The limits of the area to be cleared and snagged are shown on the attached plan map. The vertical limits of each reach are defined by the road crossings or the confluence of different creeks. The horizontal limits of each reach are defined by the natural width of each channel.

iii. Clearing

Unless otherwise specified, obstructions not marked for preservation shall be cut off as near the ground surface as conventional tools and field conditions will permit. All trees not marked for preservation and all snags, logs, brush, shrubs, and other obstructions shall be cleared from within the limits of the designated areas.

IV Disposal

All materials cleared from the designated areas shall be disposed of in a location and in a manner shown on the drawings, or as specified in Section VI of this specification.

V. Measurement and Payment

Payment for clearing and snagging work will be made at the contract unit price for the item and shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work. Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section VI of this specification.

VI. Items of Work and Construction Detail

Items of work to be performed in conformance with this specification and the construction details therefore are.

888000



**Streamflow Rehabilitation Assistance Program  
Debris Removal & Processing Recommendations**

**§ 139-65. Streamflow Rehabilitation Assistance Program**, the authorizing legislation for SRAP, states that: *"The Commission shall ensure that debris removed from streams with funds provided under this Article are either removed from the 100-year floodplain or processed in such a manner that the debris would not pose a risk of blockage or significant impairment of normal streamflow during a subsequent flood event."*

The Soil & Water Conservation Commission has determined that processing of debris may include any of the following activities:

- Chipping
- Cabling or strapping in a secured manner outside the immediate stream area (minimum of 30 ft. from top of the stream bank)
- Burning (Must comply with all required State Forest Service permits and only under appropriate Air Quality conditions)
- Other processing options approved by the Commission

**Removal from the floodplain**

- Debris removed from the stream can be hauled away from the floodplain. Debris can be loaded directly into a truck for removal or debris can be floated to a location appropriate for its removal from the stream or floodplain.
- Debris can be removed to a landfill (grantees should confirm that the landfill accepts woody debris), another property, or to another location on the same property as long as it is outside of the floodplain and landowner has granted permission for the debris to be deposited on the site.
- Equipment used for hauling debris from the floodplain should be used in a manner that minimizes the impact to the banks of the stream. Boat mounted equipment may be an effective option for accessing stream debris. Tracked or wheeled equipment should be kept out of the stream channel and may be employed from the bank by using a manipulator arm or cables to drag debris out of the stream channel.<sup>1</sup>
- If garbage (such as wooden construction materials) is contributing to blockages in the stream, it can be removed from the stream and disposed outside of the floodplain.

**Chipping or Burning Debris**

- Debris can be left in the floodplain if it has been chipped or burned so that it does not pose a risk of contributing to future blockages if it is washed back into the stream. Wood chips can be left on site or hauled away.
- Wood chips can be placed on the floodplain starting at the top of the bank. Wood chips should not be placed below the top of the bank or in channels that drain from the floodplain into the stream.<sup>2</sup>

<sup>1</sup> NCRS, Clearing and Snagging Code 306 Practice Standards  
<sup>2</sup> USACE Best Management Practices for Selective Clearing and Snagging

Debris shall be disposed of on uplands where practicable.  
Debris placed in wetlands shall be spread in a manner that does not impede lateral water flow and shall be sufficiently anchored (no excavation or fill) so that material will not be displaced back into the stream channel.

Equipment used may include hydraulic excavators equipped with a mechanical thumb or grapple attachment, loaders, winches mounted on equipment that has rubber tires or tracks, portable winches and chain saws.

Heavy equipment working in wetlands must be placed on mats, or, other measures must be taken to minimize soil disturbance.

Equipment shall operate adjacent to the stream and not within the stream unless prior approval has been granted. Where necessary, trees may be cut for access to work sites. However, mechanized land clearing will not occur in wetlands at any time. Crossing a stream to access the opposite bank is permissible, but the crossing sites shall be selected to minimize damage to the streambank and aquatic habitat.

No activity may cause a hazard to navigation.

In the event of a spill of petroleum products or any other hazardous waste, immediately contact the North Carolina Emergency Management Center at (800) 858-0368. Management of such spills shall comply with provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act.

State Buffer Rules must be complied with when conducting storm debris removal.

**INVOICING AND PAYMENTS**

Staff from the Division of Soil and Water Conservation or its designated agent will conduct a site visit and approve the work completed and submitted for reimbursement prior to releasing any payment to the **CONTRACTOR**. The Division must satisfactorily determine that all work has been completed in accordance with all debris removal Guidelines.



CLEARING AND SNAGGING SPECIFICATIONS

All trees, stumps, and brush within the perimeter of the channel shall be cut as close to ground level as conventional cutting tools permit. If other areas are to be cleared, the trees, brush and other woody vegetation shall be cut within the maximum distance above ground level specified.

Trees shall be felled in such a manner as to avoid damage to other trees, property, and objects outside the limits of clearing.

Down trees, logs, drifts, boulders, debris and other obstructions lying wholly or partially within the channel shall be removed. Piling, piers, headwalls, and sediment bars that obstruct the free flow of water will be removed when so designated in the project plan.

If herbicide treatment is planned, the stumps and brush in the specified area shall be treated at the time of clearing in accordance with the recommendations of the manufacturer of the herbicide specified or being used.

The use of explosives in all clearing and snagging operations shall be in strict compliance with applicable State statutes and regulations.

If channels are located in cultivated areas or in areas of high value land, trees, logs, and all combustible material resulting from the clearing and snagging operations shall be burned, buried, or piled in designated disposal areas as specified for the project. In other areas, such as woodland or range land, where burning is prohibited, material shall be disposed of in such a manner that it will not float away or re-enter the channel.

All burning shall be performed outside the channel and shall conform to regulations in effect in the area.

Residue from burning and non-combustible material shall be buried outside the channel or placed in designated disposal areas. All buried material shall have adequate earth cover to permit proper land use.

Selective snagging, where possible, shall be performed primarily with hand-operated equipment, water-based equipment, or small equipment used in manner that will minimize soil, water, and other resource disturbances.

Equipment for log removal. First consideration should be given to the use of hand-operated equipment to remove log accumulations. When the use of hand-operated equipment is infeasible, vehicular equipment should be used in accordance with the following guidelines:

- Water-based equipment (e.g., a crane or winch mounted on a small, shallow draft barge or other vessel) should be used for removing material from the stream. A small crawler tractor with winch or similar equipment may be used to remove debris from the channel to selected disposal points.

- Wheeled chippers and other equipment should be used in a manner that reduces impact to soil and vegetation.

- Wood chips should be distributed across the site in as thin a layer as practical to avoid inhibiting plant growth. Wood chips can be left in a pile at the landowner's request.

- Debris can be burned on site. The grantee/contractor is responsible for obtaining and possessing a valid burn permit (if applicable) and for following any other necessary laws or statutes related to burning.

**Cabling/Strapping**

Cabling or strapping refers to the practice of anchoring logs and other woody debris in place so that it will not be washed back into the stream in subsequent flood events.

- Cabled/strapped debris should be set back at least 30 feet from the top of the stream bank.
- Woody debris cabled/strapped within the floodplain should be anchored in such a way that it will not significantly affect the flow capacity of the floodplain. Securing logs parallel to the direction of the stream flow can help reduce flood flow impediment.

- Cabling debris to an anchor will ensure woody debris will not be moved back into the stream channel during future flood events. The anchor point should be selected based on site-specific factors, such as availability of natural anchors and cost. Examples of anchors include live trees or soil anchors.

- **Live Trees-** Logs and debris may be cabled to live trees or fresh stumps. Fatal damage to live trees should be avoided. Wedging logs against the live tree before the cable/strap is attached will help ensure the attached log is as immobile as possible.

- o If a strap/cable is looped around a tree, leaving a small amount of slack in the loop around the live tree, and between the live tree and the log, may help protect the tree from girdling and prevent the cable from snapping if the anchored log shifts.
- o If stumps are used, the cable/strap should be secured in a way so that it will not slip off the top of the stump in future flood events.

- **Soil Anchors-** Soil anchors may be useful on sites with few live trees to serve as anchors or in other situations when live trees are not desirable as anchors. For technical guidance on use soil anchors, contractors should use refer to *NRCS Technical Supplement TS14E Soil Anchors*.

- **Cable Material-** A variety of cable, rope, or strap options can be used for securing large woody debris to an anchor point. Material with a break strength of approximately 1,700 pounds or higher should be used. A common example of an appropriate rope would be 1/4 inch braided nylon rope. Contractors should use thicker cables/ropes as necessary to sufficiently secure debris.

- Placing debris as close to the anchor as possible will reduce the amount of rope/cable needed and reduce the risk of landowners tripping over the cable.

- Logs can be anchored individually or in groups. If groups of logs & branches are anchored together, wrapping the cable or rope around the entire bundle of debris can secure the bundle to the anchor.

- When stream conditions are inadequate for the use of water-based equipment, the smallest feasible equipment with tracking systems that minimize ground disturbance should be specified for use. Larger equipment may be employed from non-wooded areas where cables could be stretched down to the channel to drag out materials to be removed.
- Access routes for equipment should be selected to minimize disturbance to existing floodplain vegetation, particularly in the riparian zone. Equipment should be selected which will require little or no tree removal in forested areas.

(1) Log disposal practices. All logs or trees designated for removal from a stream or floodplain should be removed or secured in such a manner as to preclude their re-entry into the channel by floodwaters. Generally, they should be transported well away from the channel and floodway and positioned parallel to the stream channel so as to reduce flood flow impediment. When large numbers of logs are removed at one location (e.g., logjams), their use for firewood may be most appropriate. Burying of removed material should not be permitted.

(2) Removal of sediment and soils. Major sediment plugs in the channel may be removed if they are presently blocking the channel to a degree that results in ponding and dispersed overland flow through poorly defined or nonexistent channels and, in the opinion of appropriated experts, will not be removed by natural stream or river forces after logs and other obstructions have been removed.

**Cable Material:** A variety of cable, rope, or strap options can be used for securing large woody debris to an anchor point. If steel cable is used, a minimum cable diameter of 1/8-inch should be used to secure the debris. If rope or strapping is used, material with a breaking strength equivalent to 1/8-inch diameter steel cable should be used. Contractors should use thicker cables/ropes as necessary to sufficiently secure debris.

- Placing debris as close to the anchor as possible will reduce the amount of rope/cable needed and reduce the risk of landowners tripping over the cable.
- Logs can be anchored individually or in groups. If groups of logs & branches are anchored together, wrapping the cable or rope around the entire bundle of debris can secure the bundle to the anchor.



**NORTH CAROLINA  
DUPLIN COUNTY**

**CONTRACT FOR STREAM DEBRIS  
REMOVAL**

THIS CONTRACT is made, and entered into this the 6 day of January, 2025, by and between the COUNTY OF DUPLIN, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and, **Hall American Property Pros LLC**, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

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

1. **SCOPE OF SERVICES:** Contractor shall perform stream debris removal, in accordance with the terms set forth herein and the attachments hereto, on the Rockfish Creek in Duplin Count. The stream debris removal shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel. Contractors shall be responsible for complying with all applicable permitting requirements. All debris removed from stream or stream area must be removed from the 100-year floodplain or processed in a manner that the debris would not pose a risk of blockage or significant impairment of normal streamflow during a subsequent flood event. Processing of debris includes cabling or strapping in a secured manner outside the immediate stream area (minimum of 30 ft. from top of the stream bank)

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

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

Contractor timely responded to the County's REQUEST FOR PROPOSALS FOR STREAM DEBRIS REMOVAL (CLEARING AND SNAGGING) WITHIN ROCKFISH CREEK PROJECT, DUPLIN COUNTY, NORTH CAROLINA, and was selected to remove stream debris in Rockfish Creek Section 5 (see ATTACHMENT A which is incorporated herein and made a part of this Contract). It is agreed by the parties that the Contractor will perform the work in accordance with General Specifications, Other Specifications, Guidelines, Provisions, and Descriptions & Specifications as set forth and referenced in ATTACHMENT B Clearing and Snagging Project and ATTACHMENT C USDA-NRCS NC Supplement S-326-1 Technical Guide Section IV: Clearing and Snagging Specifications, which are incorporated herein and made a part of this Contract.

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

2. **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.**

2.1 This Contract shall commence on the date first written above (hereinafter

The Contractor shall achieve Substantial Completion of the entire Work no later than **June 30, 2025**. In view of the difficulty of estimating damages to the County by reason of the failure of the Contractor to complete the work herein proposed within the

1.) time limit herein proposed, or within such further time as same may be extended upon mutual written agreement of the parties, the County shall be and hereby is authorized to deduct and retain out of the moneys which may be due or become due to Contractor the sum of TWO HUNDRED DOLLARS (\$200.00) per day, for each and every calendar day that the work may be incomplete beyond **June 30, 2025**, which sum per day is hereby agreed upon, fixed and determined by the parties hereto as the ascertained and liquidated damages that the County will suffer by reason of such default. Any adjustment to the **June 30, 2025** contract completion date must be made in writing by the Duplin County Soil and Water Department.

3. **PAYMENT TO CONTRACTOR.** Contractor shall receive from the County a sum not to exceed **Thirty-five thousand five hundred eighty-seven dollars and fifty cents (\$35,587.50)**, as full compensation for the provision of services provided under this Contract, subject to deductions as provided in the Contract Documents. Any addition to the contract price must be mutually agreed upon in writing. The County agrees to pay for services, satisfactorily performed, in accordance with the Contract Documents. Payments will be processed promptly upon receipt and approval of the invoice by COUNTY. Contractor shall furnish a Form W-9 Taxpayer Identification, a copy of which shall be attached hereto.

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

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

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

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

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

and

4.4 Adhere to the specifications, guidelines and provisions included in this Contract and all attachments thereto;

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

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

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

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

6. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification and hold harmless agreement shall survive the termination of this Contract.

7. **INSURANCE AND BONDS.**

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

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

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

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

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

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

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

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

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

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

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

\$500,000 --- Workers' Compensation

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

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

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

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

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

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

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

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

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

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

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

19. **GOOD STANDING WITH COUNTY.** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

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

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

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

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

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

12. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.

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

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

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

COUNTY OF DUPLIN  
ATTN: Bryan Miller, County Manager  
PO Box 950  
Kenansville, NC 28349

CONTRACTOR COMPANY  
ATTN: Steven Hall  
Hall American Property Pros LLC.  
2905 Old US Hwy 64  
Columbia, NC 27925

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

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

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

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

25. **ENTIRE CONTRACT.** This Contract, including attachments, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

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

27. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do

business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

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

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

Reviewed by Department Head

By: [Signature]

Printed Name: Billy W. Frey

Title: Director, Soil Water

Date: 12-10-2024

CONTRACTOR

By: [Signature]

Printed Name: STEVEN HALL

Title: OWNER

Date: 12-10-24

DUPLIN County

By: [Signature]

Printed Name: Debra B. Edwards

Title: Chairman

Date: 12/16/2024

DUPLIN County

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

By: [Signature]

Printed Name: Cheryl Davis

Title: Duplin County Finance Officer

ATTACHMENTS to follow

000360

Rockfish Creek Section 5

Date: 8/20/2024

Field Office: KENANSVILLE SERVICE CENTER  
Agency: Duplin Soil & Water  
Assisted By:

Customer(s):  
District: DUPLIN SOIL & WATER CONSERVATION DISTRICT

Total Wettable Acres: N/A

Land Units:



Legend

- ROADS
- FENAME
- Rock Fish Creek
- Northeast Cape Fear River
- Muddy Creek

DUPLIN COUNTY  
SOIL & WATER  
*Stewardship for Life*



Rockfish Creek Section 5

Date: 8/20/2024

Field Office: KENANSVILLE SERVICE CENTER  
Agency: Duplin Soil & Water  
Assisted By:

Customer(s):  
District: DUPLIN SOIL & WATER CONSERVATION DISTRICT

Total Wettable Acres: N/A

Land Units:



Legend

- ROADS
- FENAME
- Northeast Cape Fear River
- Rock Fish Creek

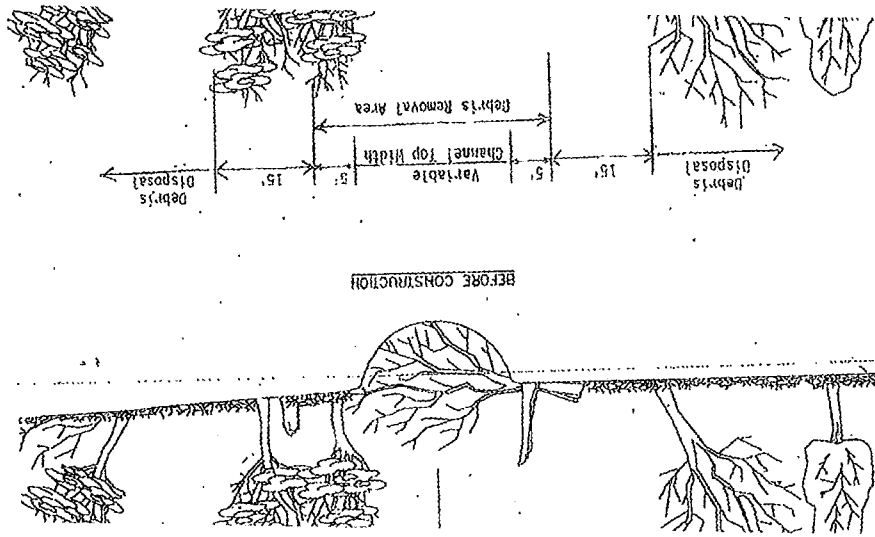
DUPLIN COUNTY  
SOIL & WATER  
*Stewardship for Life*





CLEARING AND SNAGGING PROJECT

- i. Scope  
The work shall consist of removing and disposition of trees, logs, stumps, snags, shrubs, brush, aquatic weeds and other obstructions from the flow area of the natural or excavated channel (here forward to be referred to as "clearing and snagging").
- ii. Marking  
The limits of the area to be cleared and snagged are shown on the attached plan map. The vertical limits of each reach are defined by the road crossings or the confluence of different creeks. The horizontal limits of each reach are defined by the natural width of each channel.
- iii. Clearing  
Unless otherwise specified, obstructions not marked for preservation shall be cut off as near the ground surface as conventional tools and field conditions will permit. All trees not marked for preservation and all snags, logs, brush, shrubs, and other obstructions shall be cleared from within the limits of the designated areas.
- iv. Disposal  
All materials cleared from the designated areas shall be disposed of in a location and in a manner shown on the drawings, or as specified in Section VI of this specification.
- v. Measurement and Payment  
Payment for clearing and snagging work will be made at the contract unit price for the item and shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work. Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section VI of this specification.
- vi. Items of Work and Construction Detail  
Items of work to be performed in conformance with this specification and the construction details therefore are.



BEFORE CONSTRUCTION

The personnel from the Duplin SWCD (here forward referred to as inspector) shall be responsible for inspecting the completed work for the project and ensuring the quality of work meets the attached NRCS Clearing and Snagging Standard (326).

The Contractor shall respect the rights of the landowner to salvage timber 500 feet in advance of, and prior to, clearing operations. The Contractor shall dispose of any remaining timber, brush, or other woody growths as indicated below but shall not salvage any timber.

The clearing crew shall be organized in such a manner that trees, brush, logs, snags, etc., that are cut from the channel banks and bottom will be removed from this area as the clearing progresses.

Trees shall be felled in such a manner as to cause a minimum of damage to trees left standing. Trees left standing that are excessively damaged by the clearing and snagging operations shall be removed at the expense of the Contractor. Excessive damage to trees shall consist of excessive peeling of bark, excessive cutting of the root system, or other excessive damage as determined by the Inspector.

Trees shall be felled in such a manner as to avoid damage to existing structures, or installations, and with due regard for the safety of persons and property.

During the channel clearing and snagging operations, all lateral channels, side ditches, and natural drainage ways shall be left open so as not to obstruct the flow of water.

The CONTRACTOR shall promptly notify the District Engineer with the NC DOT when debris accumulates at the public highway bridges and culverts as a result of his channel clearing and snagging operations.

Floating debris that is released during the channel work shall be trapped. Debris shall be removed from the traps as necessary or daily. One trap shall be maintained near the outlet end of any unaccepted portion of the work. Traps shall be of the floating type if in an area of backwater.

In areas where aquatic weeds such as alligator weed is hindering the proper flow of the channel, the aquatic weeds will be treated using herbicides that are labeled for the specific use and in accordance with local, state and federal regulations.

Additional clearing and snagging specifications are listed in the attached North Carolina Supplement --S-326-1.

The CONTRACTOR awarded will ensure that all required permits are secured for each site before any work proceeds on that site.

The CONTRACTOR awarded this project will complete stream debris removal activities by cutting and removing downed trees, broken tops and woody debris. Woody debris 18" in diameter and less shall be cut in lengths of at least 10 feet unless other arrangements are made with the inspecting officer.

Excavation of soil or sediment from streams, channels, other drainage ways and wetlands requires approval. Contact your local U.S. Army Corps of Engineers and DWR Offices (DWR Raleigh Regional Office 919-791-4200 & U.S. Army Corps of Engineers Raleigh Regulatory Field Office 919-554-4884).

Removal of debris will be limited to the removal of vegetation and trash, construction and residential materials washed into a stream. Uprooted stumps directly in the channel may be pulled from the ground (no excavation), but shall include no more than minimal amounts of soil attached to the roots. Debris removal is restricted to that associated with hurricanes.

Debris shall be disposed of on uplands where practicable.

Debris placed in wetlands shall be spread in a manner that does not impede lateral water flow and shall be sufficiently anchored (no excavation or fill) so that material will not be displaced back into the stream channel.

Equipment used may include hydraulic excavators equipped with a mechanical thumb or grapple attachment, loaders, winches mounted on equipment that has rubber tires or tracks, portable winches and chain saws.

Heavy equipment working in wetlands must be placed on mats, or, other measures must be taken to minimize soil disturbance.

Equipment shall operate adjacent to the stream and not within the stream unless prior approval has been granted. Where necessary, trees may be cut for access to work sites. However, mechanized land clearing will not occur in wetlands at any time. Crossing a stream to access the opposite bank is permissible, but the crossing sites shall be selected to minimize damage to the streambank and aquatic habitat.

No activity may cause a hazard to navigation.

In the event of a spill of petroleum products or any other hazardous waste, immediately contact the North Carolina Emergency Management Center at (800) 858-0368. Management of such spills shall comply with provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act.

State Buffer Rules must be complied with when conducting storm debris removal.

#### INVOICING AND PAYMENTS

Staff from the Division of Soil and Water Conservation or its designated agent will conduct a site visit and approve the work completed and submitted for reimbursement prior to releasing any payment to the

CONTRACTOR. The Division must satisfactorily determine that all work has been completed in accordance with all debris Removal Guidelines.

CLEARING AND SNAGGING SPECIFICATIONS

All trees, stumps, and brush within the perimeter of the channel shall be cut as close to ground level as conventional cutting tools permit. If other areas are to be cleared, the trees, brush and other woody vegetation shall be cut within the maximum distance above ground level specified.

Trees shall be felled in such a manner as to avoid damage to other trees, property, and objects outside the limits of clearing.

Down trees, logs, drifts, boulders, debris and other obstructions lying wholly or partially within the channel shall be removed. Piling, piers, headwalls, and sediment bars that obstruct the free flow of water will be removed when so designated in the project plan.

If herbicide treatment is planned, the stumps and brush in the specified area shall be treated at the time of clearing in accordance with the recommendations of the manufacturer of the herbicide specified or being used.

The use of explosives in all clearing and snagging operations shall be in strict compliance with applicable State statutes and regulations.

If channels are located in cultivated areas or in areas of high value land, trees, logs, and all combustible material resulting from the clearing and snagging operations shall be burned, buried, or piled in designated disposal areas as specified for the project. In other areas, such as woodland or range land, where burning is prohibited, material shall be disposed of in such a manner that it will not float away or re-enter the channel.

All burning shall be performed outside the channel and shall conform to regulations in effect in the area.

Residue from burning and non-combustible material shall be buried outside the channel or placed in designated disposal areas. All buried material shall have adequate earth cover to permit proper land use.

Selective snagging, where possible, shall be performed primarily with hand-operated equipment, water-based equipment, or small equipment used in manner that will minimize soil, water, and other resource disturbances.

Equipment for log removal. First consideration should be given to the use of hand-operated equipment to remove log accumulations. When the use of hand-operated equipment is infeasible, vehicular equipment should be used in accordance with the following guidelines:

- Water-based equipment (e.g., a crane or winch mounted on a small, shallow draft barge or other vessel) should be used for removing material from the stream. A small crawler tractor with winch or similar equipment may be used to remove debris from the channel to selected disposal points.

- When stream conditions are inadequate for the use of water-based equipment, the smallest feasible equipment with tracking systems that minimize ground disturbance should be specified for use. Larger equipment may be employed from non-wooded areas where cables could be stretched down to the channel to drag out materials to be removed.
- Access routes for equipment should be selected to minimize disturbance to existing floodplain vegetation, particularly in the riparian zone. Equipment should be selected which will require little or no tree removal in forested areas.

(1) Log disposal practices. All logs or trees designated for removal from a stream or floodplain should be removed or secured in such a manner as to preclude their re-entry into the channel by floodwaters. Generally, they should be transported well away from the channel and floodway and positioned parallel to the stream channel so as to reduce flood flow impediment. When large numbers of logs are removed at one location (e.g., logjams), their use for firewood may be most appropriate. Burying of removed material should not be permitted.

(2) Removal of sediment and soils. Major sediment plugs in the channel may be removed if they are presently blocking the channel to a degree that results in ponding and dispersed overland flow through poorly defined or nonexistent channels and, in the opinion of appropriated experts, will not be removed by natural stream or river forces after logs and other obstructions have been removed.

**Streamflow Rehabilitation Assistance Program**



**Debris Removal & Processing Recommendations**

*§ 139-65. Streamflow Rehabilitation Assistance Program.* the authorizing legislation for SRAP, states that "The Commission shall ensure that debris removed from streams with funds provided under this Article are either removed from the 100-year floodplain or processed in such a manner that the debris would not pose a risk of blockage or significant impairment of normal streamflow during a subsequent flood event."

The Soil & Water Conservation Commission has determined that processing of debris may include any of the following activities:

- Chipping
- Cabling or strapping in a secured manner outside the immediate stream area (minimum of 30 ft. from top of the stream bank)
- Burning (Must comply with all required State Forest Service permits and only under appropriate Air Quality conditions)
- Other processing options approved by the Commission

**Removal from the floodplain**

- Debris removed from the stream can be hauled away from the floodplain. Debris can be loaded directly into a truck for removal or debris can be floated to a location appropriate for its removal from the stream or floodplain.
- Debris can be removed to a landfill (grantees should confirm that the landfill accepts woody debris), another property, or to another location on the same property as long as it is outside of the floodplain and landowner has granted permission for the debris to be deposited on the site.
- Equipment used for hauling debris from the floodplain should be used in a manner that minimizes the impact to the banks of the stream. Boat mounted equipment may be an effective option for accessing stream debris. Tracked or wheeled equipment should be kept out of the stream channel and may be employed from the bank by using a manipulator arm or cables to drag debris out of the stream channel.<sup>1</sup>
- If garbage (such as wooden construction materials) is contributing to blockages in the stream, it can be removed from the stream and disposed outside of the floodplain.

**Chipping or Burning Debris**

Debris can be left in the floodplain if it has been chipped or burned so that it does not pose a risk of contributing to future blockages if it is washed back into the stream. Wood chips can be left on site or hauled away.

- Wood chips can be placed on the floodplain starting at the top of the bank. Wood chips should not be placed below the top of the bank or in channels that drain from the floodplain into the stream.<sup>2</sup>

<sup>1</sup> NRCS Clearing and Snagging Code 326 Practice Standards

<sup>2</sup> USACE Best Management Practices for Selective Clearing and Snagging

- Wheeled chippers and other equipment should be used in a manner that reduces impact to soil and vegetation.
- Wood chips should be distributed across the site in as thin a layer as practical to avoid inhibiting plant growth. Wood chips can be left in a pile at the landowner's request.
- Debris can be burned on site. The grantee/contractor is responsible for obtaining and possessing a valid burn permit (if applicable) and for following any other necessary laws or statutes related to burning.

**Cabling/Strapping**

Cabling or strapping refers to the practice of anchoring logs and other woody debris in place so that it will not be washed back into the stream in subsequent flood events.

- Cabled/strapped debris should be set back at least 30 feet from the top of the stream bank.
- Woody debris cabled/strapped within the floodplain should be anchored in such a way that it will not significantly affect the flow capacity of the floodplain. Securing logs parallel to the direction of the stream flow can help reduce flood flow impediment.
- Cabling debris to an anchor will ensure woody debris will not be moved back into the stream channel during future flood events. The anchor point should be selected based on site-specific factors, such as availability of natural anchors and cost. Examples of anchors include live trees or soil anchors.
- **Live Trees-** Logs and debris may be cabled to live trees or fresh stumps. Fatal damage to live trees should be avoided. Wedging logs against the live tree before the cable/strap is attached will help ensure the attached log is as immobile as possible.
  - If a strap/cable is looped around a tree, leaving a small amount of slack in the loop around the live tree, and between the live tree and the log, may help protect the tree from girdling and prevent the cable from snapping if the anchored log shifts.
  - If stumps are used, the cable/strap should be secured in a way so that it will not slip off the top of the stump in future flood events.
- **Soil Anchors-** Soil anchors may be useful on sites with few live trees to serve as anchors or in other situations when live trees are not desirable as anchors. For technical guidance on use soil anchors, contractors should use refer to [NRCS Technical Supplement T514E Soil Anchors](#).
- **Cable Material:** A variety of cable, rope, or strap options can be used for securing large woody debris to an anchor point. Material with a break strength of approximately 1,700 pounds or higher should be used. A common example of an appropriate rope would be 1/4 inch braided nylon rope. Contractors should use thicker cables/ropes as necessary to sufficiently secure debris.
- Placing debris as close to the anchor as possible will reduce the amount of rope/cable needed and reduce the risk of landowners tripping over the cable.
- Logs can be anchored individually or in groups. If groups of logs & branches are anchored together, wrapping the cable or rope around the entire bundle of debris can secure the bundle to the anchor.



EasternCarolinaCouncil

**SERVICE AGREEMENT FOR THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)**

Contract shall be effective from July 1, 2024, and shall terminate on June 30, 2025.

This agreement entered into between Duplin County Senior Services (hereinafter referred to as the "Service Provider") and the Eastern Carolina Council Area Agency on Aging (hereinafter referred to as the "ECCAAA").

**The American Rescue Plan Act of 2021 (ARPA)**

Per federal disaster declarations related to the COVID-19 pandemic, the Administration on Community Living (ACL) has awarded funding from the American Rescue Plan Act (ARPA) for assorted services under Title III-B, III-C, III-D, III-E and VII of the Older Americans Act. Funds must be expended on allowable Older Americans Act activities as defined within the Act, as well as in accordance with state and local policies. Funds must be accounted for, tracked, and reported separate from recurring Older Americans Act, Home and Community Care Block Grant (HCCBG) funding, or any other funding sources.

WHEREAS, Congress continues to support the safety and independence of older adults in the recovery from the COVID-19 pandemic by providing recovery funds for Supportive Services, Congregate Nutrition, Health Promotion, and Family Caregiver Support Services included in the American Rescue Plan Act of 2021 (ARPA), and

WHEREAS, funding expended from the American Rescue Plan Act of 2021 (ARPA), must be used to provide recovery services to the COVID-19 Pandemic by providing Older Americans Act services related to the response, and

WHEREAS, funds must be expended on allowable Older Americans Act activities as defined by the Older Americans Act, state and local policy, and as defined in the DAAS Administrative Letter No. 22-02 and any other subsequent ARPA guidelines that are released in the future and

WHEREAS, the ECCAAA and the Provider agree to the terms and conditions for provision of aging services in connection with activities financed in part by the American Rescue Plan Act of 2021 (ARPA) and authorized under Titles III and VII of the Older Americans Act, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging (DOA), as set forth in a) this document, b) related administrative letters on the federal disaster grants issued by the Division of Aging to convey the flexibilities, requirements for allowable expenditures and documentation of service delivery, and other applicable flexibilities and waivers permitted under the American Rescue Plan Act of 2021 (ARPA) and Major Disaster Declaration, c) the Division of Aging's Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging Services Service Standards and, e) the Division of Aging Community Service Providers Monitoring Guidelines.

**Cable Material:** A variety of cable, rope, or strap options can be used for securing large woody debris to an anchor point. If steel cable is used, a minimum cable diameter of 1/8-inch should be used to secure the debris. If rope or strapping is used, material with a breaking strength equivalent to 1/8-inch diameter steel cable should be used. Contractors should use thicker cables/ropes as necessary to sufficiently secure debris.

- Placing debris as close to the anchor as possible will reduce the amount of rope/cable needed and reduce the risk of landowners tripping over the cable.
- Logs can be anchored individually or in groups. If groups of logs & branches are anchored together, wrapping the cable or rope around the entire bundle of debris can secure the bundle to the anchor.



Now, therefore, in consideration of the premises, and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**Employment of the Service Provider:** The ECCAAA hereby agrees to engage the Service Provider, and the Service Provider hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions contained herein. The terms set forth in this Agreement for services rendered, payment, continuation, or renewal is contingent upon the receipt of funds by the ECCAAA.

**1. Contract Administration:**

ECC	Contractor
David Rosado, Director Area Agency on Aging Eastern Carolina Council 213 Middle Street, Suite 300 PO Box 1717 New Bern, NC 28563 Email: <a href="mailto:droso@eastcarolinas.aging.org">droso@eastcarolinas.aging.org</a> Telephone: (252) 638-3185 Fax: (252) 638-3187	Melisa Brown Duplin County Senior Services 186 Duplin Commons Dr Kenansville, NC 28349 Email: <a href="mailto:melisab.duplincountrync.com">melisab.duplincountrync.com</a> Telephone: (910) 296-2140

**2. Funding Allocation:** Funds may be adjusted by ECCAAA based upon funding availability and utilization of funds by Provider at any time during the life of the contract.

Funding Source	Federal Funds	Local Match	Total Grant Award
ARPA Grant	\$63,358	None Required	\$63,358

**Funding Breakdown:**

Program/Service	Amount	CFDA #
Title III-B: Supportive Services	\$44,858	91.044
Title III-C1: Congregate Nutrition Services	\$16,500	91.045
Title III-E: Health Promotion Services		91.043
Title III-E: Family Caregiver Support Program	\$2,000	91.052

Name of Agency: Duplin County Senior Services  
Federal Tax ID: 56-600286  
Agency fiscal year: July 1, 2024 - June 30, 2025

Public  Private, Non-Profit  Private, For Profit

If Non-Profit  
Name of Board Chair: n/a

Name and Title of Second Authorizing Official: n/a

Approved by: Melisa Brown 12/17/2024  
Contractor Signature Date

Melisa Brown, Director  
Printed Name and Title

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

**4. Program Implications of the American Rescue Plan Act of 2021 (ARPA):**

- The Service Provider(s) shall be the same as those specified on the Provider Services Summary format(s) (DAAS-732-ARPA) for the period ending June 30 for the year stated above.
- Availability of Funds:** The terms set forth in this agreement for payment are contingent upon the receipt of American Rescue Plan Act of 2021 (ARPA) funding by the ECCAAA.
- Grant Administration:** The grant administrator for the ECCAAA shall David Rosado, ECCAAA Director.
- Services Administrator:** The grant administrator for the Service Provider shall be Melisa Brown. It is understood and agreed that the grant administrator for the Provider shall represent the Provider in the performance of this Agreement. The Provider shall notify the Area Agency in writing if the administrator changes during the grant period.
- Services authorized under this agreement or those identified as necessary to provide timely and necessary response to the COVID-19 pandemic, provided they are among those services allowable under Titles III-B, III-C, III-D, III-E and VII of the Older Americans Act, as specified on the Provider Services Summary format(s) (DAAS-732-ARPA) are to commence no earlier than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the agreement period stated above.
  - Any capital purchases of \$10,000 or more must be pre-approved by ECCAAA and the Division of Aging.
- Assignability and Contracting:** The Provider shall not assign all or any portion of its interest in this agreement. Any purchase of services with American Rescue Plan Act of 2021 (ARPA) funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the ECCAAA, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75. Subpart D-Post Federal Award Requirements, Procurement Standards, except for those services purchased in response to, and during the active period of the Major Disaster Declaration for North Carolina due to the COVID-19 pandemic, as declared by the President of the United States on March 25, 2020, effective January 20, 2020 and continuing. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.

- **Compensation and Payments to the County.** The Service Provider shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the ECCAAA. The grand total of applicable American Rescue Plan Act of 2021 (ARPA) funding, as specified above and on the Provider Services Summary format (DAAS-732-ARPA). Notwithstanding anything else in this contract, to the extent that the ECCAAA is not reimbursed, the County will not be reimbursed.
  - o **Reimbursement of Service Costs** Providers must have a method of projecting service costs based on estimated revenues and expenses, to receive adequate reimbursement as well as show reasonable and justifiable costs. Reimbursement of service costs will be based on the DAAS-732-A-ARPA Service Cost Computation Worksheet and the DAAS-732-A-1-ARPA Labor Distribution Form (Attachment A) or comparable formats to develop unit and non-unit costs.
  - o **Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy** NSIP subsidy for congregate and home delivered meals is not allowable under the American Rescue Plan Act of 2021 (ARPA) funding.
  - **Collection of Non-Federal Matching Resources.** There is no match requirement for the Provider for direct services delivered through the American Rescue Plan Act of 2021 (ARPA) funding.
  - **Reallocation of Funds and Budget Revisions.** The reallocation of American Rescue Plan Act of 2021 (ARPA) funds between counties will not affect the allocation of future funding to the Provider. If during the performance period of the Agreement, ECCAAA determines that a portion of the American Rescue Plan Act of 2021 (ARPA) funding will not be expended, the grant administrator for the Provider shall be notified by ECCAAA prior to funds being reallocated. Funding allocations should be utilized consistently each month throughout the contract period.
  - **Monitoring.** This Agreement will be monitored to assure that services are being provided as stated in this agreement and as outlined in administrative letters on the American Rescue Plan Act of 2021 (ARPA) federal disaster grants issued by the Division of Aging to convey the requirements for allowable expenditures and documentation of service delivery to eligible older adults.
 

The community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (<http://www.ncdhhs.gov/aging/monitor/policy.htm>). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

    - o **Consumer Contributions** The requirements of the Older Americans Act (OAA) for the solicitation and receipt of voluntary contributions from older adults for nutrition services are not waived.
    - o Counties and service providers are required to follow all NC DHHS Program Standards (<https://www.ncdhhs.gov/documents/daas-monitoring-service-standards>) and ECCAAA Monitoring Policies and Procedures.
  - **Documentation.** Service Provider shall maintain records on each client served including all required information on the DAAS 101 Form, Consumer Contributions Provider Assurance form (signed and dated) and Client/Patient Rights form (signed and dated) and a confidentiality form (signed and dated). Failure to comply with program standards can result in payback of reimbursement received.

- Service Providers will submit any new Program Policies and Procedures to ECCAAA. If any changes are made to these Policies and Procedures after the initial copies have been submitted the service provider will submit the updated copies to the ECCAAA in a timely manner.
- Service Providers will submit monthly the **ARPA Tracking Spreadsheet** showing all expenditure details by the 10<sup>th</sup> for the previous month of expenses to ECCAAA consultant. As noted, documentation needs to be maintained on site and available upon request for any service to be reimbursed.
- Service Providers will submit Monthly **Non-Unit Reimbursement** DAAS-544 Forms by the 10<sup>th</sup> for the previous month of expenses to ECCAAA consultant. As noted, documentation needs to be maintained on site and available upon request for any service to be reimbursed. **DO NOT SUBMIT IF \$0.00 reporting.**
- Service Providers will submit **Monthly Consumer Contributions/Program Income** DAAS-543 Forms by the 10<sup>th</sup> for the previous month to ECCAAA consultant. This is required for all funding/programs. **DO NOT SUBMIT IF \$0.00 reporting.**
- Programmatic and budget change requests are to be submitted in writing to ECCAAA for review and approval prior to service and budget changes.
- If the Service Provider's records show that they have negotiated/arranged for any of the service categories to be provided by a government or not-for-profit organization, it must be with a clearly defined contract and/or agreement. If the Service Provider chooses to contract for any of the service categories with a for-profit agency, records must show that they have followed the reference regulation regarding bidding and awarding of federal funds, if applicable. An Exhibit 14A must be completed and sent to the ECCAAA with copies of all sub-contract contracts.
- 5. **License and Permits:** The Service Provider shall maintain all required licenses, permits, bonds, and insurance required for carrying out contractual services. The Service Provider shall notify the ECCAAA immediately if any required licenses or other permits are canceled, suspended, or otherwise ineffective. Failure to maintain proper licenses, permits, bonds or insurance shall be a basis for the ECCAAA to disallow all or part of payments due under this Agreement and/or termination of this Agreement for cause.
- 6. **Reporting Requirements:** The County shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.
- 7. **Service Provider Personnel:** The Service Provider represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the ECCAAA. All personnel engaged in the work shall be fully qualified.
- 8. **Approval of Subcontract or Assignability:** The Service Provider shall not assign all or any portion of its interest in this agreement, nor shall any of the work or services to be performed under this Agreement by the Service Provider be subcontracted, without the prior written approval of the ECCAAA.
  - All subrecipients are required to follow policies and procedures for procurement that are at least as stringent as those of the State. For federal funds this requirement pertains to verifying that federal funds are not used to award funds to any subrecipients who have been suspended or debarred by the federal government. In addition, federal funds may not be used to purchase goods or services costing over \$100,000 for a vendor that has been suspended or debarred from Federal grant programs. Contractors and subcontractors of Older Americans Act funds are

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prohibited from discharging, demoting, or otherwise discriminating against and employee for whistle blowing as codified in 48 CFR Ch. 13.908.

9. **Documentation of Associated Expenses and Revenues:** The Service Provider shall maintain records sufficient to document receipts and expenditures of state grant funds under this agreement. The Service Provider documentation shall include unit verification documentation, delivery records, receipts for any supplies purchased for use on this agreement; Administrative breakdown of cost; any applicable subcontract expenditures; all applicable overhead and indirect expenditures; and such other documentation necessary to substantiate overall costs of delivering the contracted service. The Service Provider shall maintain all financial and program records for a period of seven (7) years from the date of final payment under this Agreement, for inspection by the ECCAAA, the NC Division of Aging, and the Comptroller General of the United States, or an of their duly authorized representatives. If any litigation, claim, negotiation, audit, or other action involving the Service Provider's records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.
10. **Inspections:** Authorized representatives of the ECCAAA and the NC Division of Aging may at any reasonable time review and inspect the project activities and data collected pursuant to this agreement. All reports and computations prepared by or for the Service Provider shall be made available to authorized representatives of the ECCAAA and the NC Division of Aging for inspection and review at any reasonable time in the Service Provider's office. Approval and acceptance of such material shall not relieve the Service Provider of its professional obligation to discover and correct, at its expense, any errors found in the work. To ensure adequate review and evaluation of the work, and proper coordination among interested parties, the ECCAAA shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The ECCAAA staff will conduct scheduled onsite and/or desk assessments (monitoring) and may also make unannounced visits for the purposes of evaluating the Service Provider's work.
11. **Compliance with Requirements of the ECCAAA, United States Department of Health and Human Service, State of North Carolina, and NC Division of Aging:** The Service Provider agrees that it is fully cognizant of the rules and regulations promulgated pursuant to Title III of the Older Americans and/or applicable State Law, and that all services will be performed in strict conformity to such existing regulations and any such regulations validly promulgated subsequent to the execution of this Agreement. The Service Provider shall be bound by the applicable terms and conditions of the Notification of Grant Award executed by the ECCAAA and the NC Division of Aging. Said Notification of Grant Award is on file in the office of the ECCAAA and is hereby made a part of this Agreement as fully as if the same were attached hereto. The Service Provider further agrees to comply with all applicable standards for service which are or may be specified by the Area Agency on Aging and which are hereby made a part of this Agreement as fully as if set forth within.
12. **Rights in Documents, Materials and Data Produced:** Service Provider agrees that at the discretion of the ECCAAA, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become, and remain, the property of the ECCAAA upon termination or completion of the work. Both the ECCAAA and the Service Provider have the right to use the same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Service Provider.
13. **Interest of Service Provider:** The Service Provider covenants that neither the Service Provider nor its agents or employees presently has an interest, nor shall they acquire an interest, direct or indirect, which

conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Service Provider's service hereunder in an impartial and unbiased manner. The Service Provider further covenants that in the performance of this agreement, no person having any such interest shall be employed by the Service Provider as an agent, Sub-Service Provider or otherwise.

14. **Interest of Members of the ECCAAA and Others:** No officer, member or employee of the ECCAAA, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such person have any interest direct or indirect, in this Agreement or the proceeds arising therefrom.
15. **Officials not to Benefit:** No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government or the North Carolina State Government, shall be entitled to any share or part of this contract or any benefits to arise here from.
16. **Equal Employment Opportunity:** The Service Provider shall comply with all federal and state requirements and North Carolina Executive Order 24 dated October 18, 2017, concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or expression.  
  
The Service Provider shall make no distinction because race, color, religion, sex, national origin, sexual orientation, and physical or mental disability in providing to eligible individuals any service or other benefits under projects financed in whole or in part with Older Americans Act funds.
- The Service Provider shall keep such records and submit such reports concerning characteristics of applicants for employment and employees as the ECCAAA and the NC Division of Aging may require. The Service Provider agrees to comply with such guidelines as the ECCAAA or the NC Division of Aging may issue to implement the requirements of this paragraph.
17. **Audit:** Community service providers, who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Service providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200 but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **State Funds** will not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State Funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.ncgrants.gov/NCGrants/PublicReports/Regulations.jsp>
- The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

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

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

**Allowable Cost for Reporting**  
N/A

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

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

N/A

\$500,000+ in State funds but Federal pass-through in an amount less than \$750,000

OR  
Audited Financial Statements in Compliance with GAO/GAS (i.e., Yellow Book)  
Audited Financial Statement in compliance with GAO/GAS (i.e., Yellow Book)  
May use State funds, but not Federal Funds

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

Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e., Single Audit)  
May use State and Federal funds

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

Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e., Single Audit)  
May use Federal funds but not State funds.

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

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

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

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

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

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

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

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

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

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

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

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

SERVICE PROVIDER ATTEST:

BY: Melissa Brown Director

ECC ATTEST:

BY: David Bone Executive Director of ECC

DATE OF ISSUANCE: 12/19/2024

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

BY: Heather O'Connor Deputy Finance Director of ECC

Appendix A  
FEDERAL CERTIFICATIONS

The undersigned states that:

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

Signed by: Melissa Brown Director  
Signature

Duplin 12/17/2024  
County Name Date

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

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**I. Certification Regarding Nondiscrimination**

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

**II. Certification Regarding Drug-Free Workplace Requirements**

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

**III. Certification Regarding Environmental Tobacco Smoke**

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

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

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

**Instructions**

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
 

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

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4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non Procurement List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

**Certification**

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**V. Certification Regarding Lobbying**

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

**State Certifications**

**Service Provider Certifications Required by North Carolina Law**

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

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gasrctms/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

**Certifications**





Duplin County, NC

JOURNAL INQUIRY

YEAR PER JOURNAL	SEC EFF DATE	BY DATE	PK DISC	CLERK	ENTITY	AUTO-REV	STATUS	BRD	YEAR	JNL	PKL	TYPE
2023	06	17/09/2024	17/09/2024	121624	5	N			2023			
ACCOUNT												
3	10-50-5600-3104-000-43110				T					TRAVEL		138.82
4	10-50-5600-3104-000-43110				T					PROFESSIONAL SERVICES		100.00
5	10-50-5600-3104-000-43110				T					SALARIES		1,200.00
6	10-50-5600-3104-000-43110				T					VEHICLE GASOLINE		230.00
7	10-50-5600-3104-000-43110				T					TRAVEL		900.00
8	10-50-5600-3104-000-43110				T					HOODKEEPING		1,300.00
9	10-50-5600-3104-000-43110				T					TRAVEL		100.00
10	10-50-5600-3104-000-43110				T					TRAVEL		158.82
11	10-50-5600-3104-000-43110				T					OFFICE SUPPLIES		100.00
12	10-50-5600-3104-000-43110				T					OFFICE SUPPLIES		1,100.00
13	10-50-5600-3104-000-43110				T					OFFICE SUPPLIES		1,200.00
14	10-50-5600-3104-000-43110				T					OFFICE SUPPLIES		1,200.00

YEAR PER JOURNAL	SEC EFF DATE	BY DATE	PK DISC	CLERK	ENTITY	AUTO-REV	STATUS	BRD	YEAR	JNL	PKL	TYPE
2023	06	17/09/2024	17/09/2024	121624	5	N			2023			
ACCOUNT												
1	10-50-5600-3104-000-43110				T					PROFESSIONAL SERVICES		600.00
2	10-50-5600-3104-000-43110				T					OFFICE SUPPLIES		600.00

Duplin County, NC

JOURNAL INQUIRY

YEAR PER JOURNAL	SEC EFF DATE	BY DATE	PK DISC	CLERK	ENTITY	AUTO-REV	STATUS	BRD	YEAR	JNL	PKL	TYPE
2023	06	17/09/2024	17/09/2024	121624	5	N			2023			
ACCOUNT												
1	10-50-5600-3104-000-43110				T					IN HOUSE LAB		2,100.00
2	10-50-5600-3104-000-43110				T					EMP EXPENSE & INCENTIVES		1,000.00
3	10-50-5600-3104-000-43110				T					INJECTABLES		5,810.00
4	10-50-5600-3104-000-43110				T					PROGRAM SUPPLIES		2,000.00
5	10-50-5600-3104-000-43110				T					SOFTWARE MAINTENANCE		100.00
6	10-50-5600-3104-000-43110				T					PROGRAM SUPPLIES		1,000.00
7	10-50-5600-3104-000-43110				T					PROGRAM SUPPLIES		900.00
8	10-50-5600-3104-000-43110				T					PROGRAM SUPPLIES		900.00
9	10-50-5600-3104-000-43110				T					PROGRAM SUPPLIES		2,000.00
10	10-50-5600-3104-000-43110				T					PROGRAM SUPPLIES		2,000.00
11	10-50-5600-3104-000-43110				T					POSTAGE		100.00
12	10-50-5600-3104-000-43110				T					REPAIRS & MAINTENANCE EQUIPMENT		350.00
13	10-50-5600-3104-000-43110				T					SOFTWARE MAINTENANCE		500.00
14	10-50-5600-3104-000-43110				T					SOFTWARE MAINTENANCE		100.00

YEAR PER JOURNAL	SEC EFF DATE	BY DATE	PK DISC	CLERK	ENTITY	AUTO-REV	STATUS	BRD	YEAR	JNL	PKL	TYPE
2023	06	17/09/2024	17/09/2024	121624	5	N			2023			
ACCOUNT												
1	10-50-5600-3104-000-43110				T					SALARIES		1,300.00
2	10-50-5600-3104-000-43110				T					OFFICE SUPPLIES		100.00

BA # \_\_\_\_\_ Duplin County  
Budget Amendment

Department Title: Health Department  
Department Head's Signature: Tracey Simmons - Komegay / Billie Jo Dunn  
(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000  
Expenditure requests over 10,000 must be approved by Board of Commissioners  
**Brief description of why this amendment is being requested:**  
cover program supplies and line item shortages

Line Item Description	Credit Amount	Line Item Description	Debit Amount
5113-42420 in house lab	2,100.00	5113-42980 program supplies	2,000.00
5151-43550 rent expense	1,000.00	5113-43540 Software maintenance	100.00
5114-42370 photocopies	6,850.00	5114-42980 program supplies	1,000.00
		5151-42980 program supplies	900.00
		5153-42960 program supplies	900.00
		5154-42980 program supplies	2,000.00
		5114-43250 postage	100.00
		5114-43520 repairs and maint - equip	350.00
		5114-43540 Software maintenance	500.00
		5157-43540 Software maintenance	100.00
<b>Total</b>	<b>9,950.00</b>	<b>Total</b>	<b>9,950.00</b>

Finance Signature: \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
Manager Signature: Tracey Simmons  
Date Approved: \_\_\_\_\_  
Commissioner Approval: \_\_\_\_\_  
Date Approved: \_\_\_\_\_

Duplin County, NC

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SIC	EFF	DATE	ENT	DATE	ENT	DATE	PER	STATUS	BUD	YEAR	LN	TYPE
2025	06	147	800	327	10/20/24	327	10/20/24	327	10/20/24	327	4	4	2025		
ACCOUNT: 5150-43500-000-43502 WATERBORO MAINTENANCE															
1	4352	43502	000	43502		T								1,000.00	
2	4352	43510	000	43510		T								1,000.00	
ACCOUNT: 5150-43500-000-43510 TRAVEL															
1	5113	5113	000	43110		T								200.00	
2	5150	5100	5113	000	43110	T								200.00	
3	5150	5100	5113	000	42420	T								100.00	
4	5150	5100	5113	000	43250	T								100.00	
5	5150	5100	5113	000	43540	T								100.00	
ACCOUNT: 5150-43500-000-43540 SOFTWARE MAINTENANCE															
1	4340	4342	4392	000	4392	T								2,000.00	
2	4340	43430	4392	000	4392	T								2,000.00	
ACCOUNT: 5150-43430-000-43920 PROGRAM SUPPLIES															

\*\* END OF REPORT - Generated by Bianca Pineda \*\*









000380



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J.R. "JOEY" HOPKINS  
SECRETARY

11/26/2024

Mr. Bryan Miller, County Manager  
Duplin County  
260 Airport Road  
Kenansville, NC 28349

**RE: NOTIFICATION OF AWARD**  
*(This letter overrides previous award letter dated 06/17/2024)*

Dear Mr. Miller:

On behalf of N.C. Governor Roy Cooper, Transportation Secretary J.R. "Joey" Hopkins, and the NC Board of Transportation, this Notification of Award serves as official verification that **additional** State funds have been programmed for **Duplin County Airport**, Project Request No. 4968 for state fiscal year (SFY) 2025 and were approved at the November 7, 2024 Board of Transportation meeting.

Any disbursement of funds described or contemplated herein is subject to appropriation by the N.C. General Assembly and appropriate approval or authorization from the N.C. Department of Transportation and/or Board of Transportation.

The specific work elements and **additional** funding allocation is noted below:

Award ID	Description	State Funds	Local Funds
36244.20.17.3	Connector Taxiway (CON/CA/RPR) (Amendment)	\$384,300	\$42,700
36244.20.17.3	Connector Taxiway (CON/CA/RPR)	\$875,700 (BOI 06/06/2024)	\$97,300

Upon receipt of this award letter, the Division of Aviation requires that you submit a Request for Aid within 120 days of receipt. Please visit the NCDOT Connect website for links to detailed grant and development resources.

The Division of Aviation requires effective project management for all projects to ensure that funds needed to complete this project are expended within two years from the date of this letter.

Mailing address:  
NC DEPARTMENT OF TRANSPORTATION  
1100 MAIL SERVICE CENTER  
RALEIGH, NC 27695-1580  
Telephone: 919.814.6510  
Fax: 919.440.9267  
Website: ncdot.gov/aviation

Location:  
1050 MERIDIAN DRIVE  
MORRISVILLE, NC 27560

After the project is completed and the final reimbursement request has been processed, the Division has the authority to rescind any remaining unused funds (with the exception of nonprimary entitlement and discretionary funds) for use toward other projects.

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system, and we are excited to partner with you on this grant.

Sincerely,

Digitally signed by

*Rebecca Gallis*  
Rebecca Gallis, P.E.  
Director of Aviation

RJG/ah

cc: N.C. Governor Roy Cooper  
J.R. "Joey" Hopkins, Secretary, NCDOT  
Julie A. White, Deputy Secretary for Multi-Modal Transportation, NCDOT  
Landon G. Zimmer, Board of Transportation Representative  
Josh Raynor, Airport Director, Duplin County Airport  
Jack Alphin, Chairman, Duplin County Airport Commission  
Carrie Shields, Assistant County Manager, Duplin County  
Trevor K. Carroll, P.E., Division 3 Engineer, NCDOT  
Rachel S. Bingham, P.E., Aviation Development Manager/Deputy Director, NCDOT  
Jason B. Schronce, P.E., Deputy Director of Programs and Planning, NCDOT  
Tommy Mann, P.E., Airport Project Manager, NCDOT

BA # \_\_\_\_\_ Duplin County  
Budget Amendment

Department Title \_\_\_\_\_ Airport  
Department Head's Signature \_\_\_\_\_  
(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000  
Expenditure requests over 10,000 must be approved by Board of Commissioners  
**Brief description of why this amendment is being requested:**  
Increase fund balance amount to cover local match of 10% for Taxway A3 Construction project

Revenue Code	Line Item Description	Amount	Expense Code	Line Item Description	Debit Amount
4530-39988	Fund Balance	140,000.00	4530-49940	Transfer to Capital Projects	140,000.00
Total		140,000.00	Total		140,000.00

Finance Signature \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
Manager Signature \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
Commissioner Approval \_\_\_\_\_  
Date Approved: \_\_\_\_\_

BA # \_\_\_\_\_ Duplin County  
Budget Amendment

Department Title \_\_\_\_\_ Airport  
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:**  
Move funds from Airport fund balance and state grant to Taxway A3 project expense items

Revenue Code	Line Item Description	Amount	Expense Code	Line Item Description	Amount
7553-35107	County Match Airport	140,000.00	7553-41010	Admin Exp	2,386.00
7553-35207	State Grant	1,260,000.00	7553-41040	Eng Services	143,827.00
			7553-41050	Inspection	151,330.00
			7553-41060	Construction	1,100,675.00
Total		1,400,000.00	Total		1,400,000.00

Finance Signature \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
Manager Signature \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
Commissioner Approval \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
12/11/2024



## CONTRACT

THIS AGREEMENT is dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024 by and between **Duplin County** (hereinafter called OWNER) and **S. T. Wooten Corporation** (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

The work may be generally described as, but not limited to, construction of a new taxiway connector and associated lighting between the end of Runway 23 and the general aviation ramp.

### ARTICLE 2. ENGINEER.

The Project has been designed by:

PARRISH AND PARTNERS OF NORTH CAROLINA, PLLC.  
220 Horizon Drive, Suite 100  
Raleigh, NC 27615

who is hereinafter called ENGINEER and who is to assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE 3. TIME FOR PERFORMANCE

3.1 The Work will be completed and ready for final payment within the time allowed in the Contract Documents for the CONTRACTOR'S completion of the Contract (the "Contract Time").

3.2 The OWNER and the CONTRACTOR recognize that time is of the essence in the performance of this Agreement by the CONTRACTOR and that the OWNER will suffer financial and other loss if the WORK is not completed within the Contract Time. The OWNER and the CONTRACTOR also recognize that the losses the OWNER will suffer in the event of any such delays would be difficult to quantify. Accordingly, instead of requiring proof of such loss, the OWNER and the CONTRACTOR agree that, as liquidated damages and not as a penalty, the CONTRACTOR will pay the OWNER liquidated damages at the per day rates stipulated in Section 2-6 of Special Provision 2 of the Contract Documents for any such delay in the CONTRACTOR's overall completion of the Work beyond the Contract Time, and at the per hour rates in said Section GP-80 for any such delay by the CONTRACTOR in completing its responsibilities at the end of any work day. The CONTRACTOR agrees that the sums to be paid the OWNER as liquidated

damages may be deducted from the sum due the CONTRACTOR for work performed as provided in Section 90 of the General Provisions.

### ARTICLE 4. CONTRACT PRICE.

For completion of the Work in accordance with the Contract Documents, the OWNER shall pay the CONTRACTOR the Unit Prices submitted in the CONTRACTOR'S bid for this Contract times the actual approved and accepted quantities of the Work. The initial contract amount, based on estimated quantities, is as follows:

Base Bid \$ 1,100,675.00

### ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Section 90 of the General Provisions, but in no case shall submit more than one (1) Application for Payment per month. Applications for Payment will be processed by the OWNER'S Resident Project Representative ("RPR") as provided in the General Provisions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment, as recommended by the RPR, within thirty (30) days after receipt of the CONTRACTOR'S verified and approved Application for Payment. All progress payments will be on the basis of the progress of the Work based on the number of units completed as determined by the RPR.

5.1.1. Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as the RPR shall determine, or OWNER may withhold, in accordance with Section 90 of the General Provisions.

Ninety-five (95%) percent of Work completed as determined by ENGINEER. Ninety-five (95%) percent of materials and equipment not incorporated in the Work but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 90-07 of the General Provisions.

5.1.2 When the Work is fifty percent (50%) complete, the OWNER, with the written consent of the Surety, shall not retain any further retainage from progress payments due the CONTRACTOR except as allowed by N.C.G.S. 143-134.1. The Work shall be considered fifty percent (50%) complete when the CONTRACTOR'S gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of this Contract, except that the value of materials stored on-site shall not exceed twenty percent (20) of the CONTRACTOR'S gross project invoices for purposes of determining if the Work is fifty percent (50%) complete.

- 5.1.3 Nothing in this Section 5.1 shall prevent the OWNER from withholding payment to the CONTRACTOR, in addition to the retainage provided for herein, on any of the grounds specified in N.C.G.S. 143-134.1(e) or upon any other grounds provided for in the Contract Documents.
- 5.1.4 With each application (excluding the first pay application) for payment, CONTRACTOR shall submit a certified report stating that each Subcontractor has been paid for the bid item quantities and/or any stored materials that were performed or provided by such Subcontractor and that were approved for payment by the RPR in all previous applications for payment less the retainage or other amounts withheld from previous payments.
- 5.1.5 With each application for payment, the CONTRACTOR shall submit a Certified Sales Tax Report. This report must be current within fourteen (14) days of the requested Application for Payment.
- 5.1.6 With each application for payment, the CONTRACTOR shall submit the Certified Payroll Report for its organization as well as all of its Subcontractors. This Report must be current within fourteen (14) days of the requested Application for Payment.
- 5.1.7 The CONTRACTOR shall also submit, with each application for payment, all other reports and submittals that are required by the Contract Documents to be submitted with the application.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions and the satisfaction by the CONTRACTOR of all other conditions for final payment in the Contract Documents, OWNER shall pay the remainder of the Contract Price as recommended by the RPR as provided in Section 90 of the General Provisions. OWNER shall also make full payment, less authorized deductions, for early finishing trades to the extent, if any, required by N.C.G.S. 143-134.1(b2).

**ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has become familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including the General Provisions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CONTRACTOR for such purposes.

- 6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, error or discrepancies that the CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

**ARTICLE 7. CONTRACT DOCUMENTS.**

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 7.1 This Agreement (pages C-1 to C-7, inclusive);
- 7.2 Performance, Payment, and other Bonds consisting of pages PB-1 to PB-4, inclusive;
- 7.3 General Provisions, General Construction Items, and Special Provisions.
- 7.4 Technical Specifications as listed in table of contents of the Project Manual.
- 7.5 Appendices as listed in table of contents of the Project Manual.
- 7.6 Drawings, with the following index with each sheet bearing the following general title: **CONNECTOR TAXIWAY A3.**
- 7.7 Addendum Number(s) **01 to 03**
- 7.8 CONTRACTOR'S Bid.
- 7.9 The following documentation submitted by CONTRACTOR and approved by the OWNER prior to Notice of Award:  
MBE / WBE Letter of Intent.

There are no Contract Documents other than those listed in this Article 7. The Contract Documents may only be amended, modified, or supplemented as provided in Section 40 of the General Provisions.

**ARTICLE 8. CONTRACTOR DELAY DAMAGES.**

- 8.1 The CONTRACTOR shall not be entitled to claim or recover any damages or additional payment due to any delay in the execution of the Work, or any part thereof, for any reason except in a case in which the delay is caused solely by the OWNER or the OWNER's agent, in which case the CONTRACTOR's claim shall not be barred by this ARTICLE 8 provided (1) the CONTRACTOR would have been entitled to compensation for such delay in the absence of this ARTICLE 8, (2) the

CONTRACTOR gives the OWNER written notice, in reasonable detail, of the event or condition causing such delay, and the CONTRACTOR's intention to seek compensation therefor, promptly upon the occurrence of such event or the CONTRACTOR's discovery of such condition, (3) the CONTRACTOR affords a reasonable opportunity to the RFR to keep a strict account of the additional costs for which the CONTRACTOR seeks compensation, and (4) within ten (10) days after the cessation of the delay, the CONTRACTOR submits to the OWNER a written claim for the additional costs for which the CONTRACTOR is seeking compensation on account of the alleged delay. The CONTRACTOR'S notice and the fact that the RFR has kept a strict account of the costs claimed by the CONTRACTOR shall not in any way be construed as proving or substantiating the CONTRACTOR'S claim. As used in this ARTICLE 8, the phrase "OWNER or the OWNER'S agent" does not include the CONTRACTOR itself or its subcontractors.

**ARTICLE 9. DISPUTE RESOLUTION**

9.1 All claims, disputes and other matters in question between the CONTRACTOR and OWNER arising out of, or relating to, this Contract or the breach thereof not resolved through mediation shall be subject to litigation, or, if the OWNER so elects in the OWNER'S sole discretion, by arbitration. Arbitration, if elected by the OWNER, shall be conducted in accordance with the Construction Industry Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise, and the exclusive venue for such arbitration shall be in Duplin County North Carolina unless the parties mutually agree otherwise. The award rendered by the arbitrator(s) in any arbitration shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**ARTICLE 10. MISCELLANEOUS.**

- 10.1 Terms used in this Agreement, which are defined in Section 10 of the General Provisions, will have the meanings indicated in the General Provisions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 Any obligation under the Contract Documents that accrues prior to the termination of this Contract and remains unsatisfied upon such termination, or that is expressly required to be performed or by its nature is to be performed after such termination, shall remain binding upon the party that is required to keep and perform the same until such obligation has been discharged by such party in full.
- 10.4 This Contract, as set forth herein and in the other Contract Documents, shall be governed and construed by the laws of the State of North Carolina. Except as otherwise provided in ARTICLE 9, any action for enforcement or interpretation of

this Contract must be brought in the General Court of Justice of Duplin County, North Carolina or in the Federal District Court for the Eastern District of North Carolina.

- 10.5 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

000384

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in five counterparts. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.  
This agreement will be effective on the date it has been signed by both parties.

**OWNER:**  
Duplin County  
By: *Deborah Edwards*  
Chairman



(Corporate Seal)

**CONTRACTOR:**  
By: \_\_\_\_\_  
ATTEST: *Jaime W. Can*  
Preaudit Clerk  
This instrument has been prepared in the manner required by the Local Government Budget and Fiscal Control Act.  
*Oliver Farris*  
County Official

**Address for giving notices:**  
**OWNER:**  
Duplin County  
224 Seminary Street  
Kenansville, NC 28349  
**Address for giving notices:**  
**CONTRACTOR:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor Taxway A3  
Duplin County Airport  
C-7  
Contract  
November 2024

**CERTIFICATE OF SECRETARY**  
**AS TO RESOLUTION ADOPTED BY BOARD OF DIRECTORS**

ON \_\_\_\_\_  
I, \_\_\_\_\_, hereby certify that I am the duly authorized Secretary of \_\_\_\_\_, charged with keeping the records and the seal of said Corporation, and that the following is a true and correct copy of a resolution adopted at a meeting of the Board of Directors of the Corporation duly held on \_\_\_\_\_, which resolution is now in full force and effect.

**RESOLVED**, that \_\_\_\_\_, (President, Vice President) of \_\_\_\_\_ is hereby authorized to execute contracts, performance bonds, and labor and materials bonds on behalf of the Corporation.

**WITNESS** my hand as Secretary, and the seal of the Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
\_\_\_\_\_  
Secretary

Notary Public for \_\_\_\_\_ County  
My Commission Expires: \_\_\_\_\_

Contractor Taxway A3  
Duplin County Airport  
CS-1  
Certificate of Secretary  
October 2024

000385

## Construction Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature:  
Name and Title:

Signature:  
Name and Title:

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature:  
Name and Title:

Signature:  
Name and Title:

EJCDC No. 1910-28A (1984 Edition)  
Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.  
2. If the CONTRACTOR returns the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.  
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is contemplating declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract; if the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and Surety have received notice as provided in paragraph 3.1, and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract;

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of the damage as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment thereof to the OWNER; or

4.4.2. Bury liability in whole or in part and notify the OWNER citing reasons herefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond and fifteen days after receipt of an additional written notice from the OWNER to the Surety obligating the Surety to perform its obligations under this Bond, the OWNER shall be entitled to recover the amount of the Surety's obligation to the OWNER as provided in paragraph 4.4 and the OWNER release the Surety tendered to the Surety as denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. The CONTRACTOR shall be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of setoff shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

7. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety releases or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, no time period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a surety or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a stability bond and not as a common law bond.

11. Definitions:

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY - Name, Address and Telephone)  
AGENT OR BROKER, OWNER'S REPRESENTATIVE (Architect, Engineer, or other party)



# Construction Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business)

OWNER (Name and Address):

## CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature:

Name and Title:

Signature:

Name and Title:

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature:

Name and Title:

Signature:

Name and Title:

EJCDC No. 1910-285 (1984 Edition)  
Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

Contractor Taxway A3  
Duplin County Airport

Construction Payment Bond  
October 2024

Contractor Taxway A3  
Duplin County Airport

PB-4

Construction Payment Bond  
October 2024

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and

2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract; provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety; and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim;

4.2 Claimants who do not have a direct contract with the Contractor:

4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 30 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor, by which the Contractor has indicated the claim will be paid directly or indirectly; and

4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor

furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part thereof is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Clause 4.1 (B), or (2) on which the last labor or service was performed by anyone on the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however, accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and inoperative conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service and rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY - Name, Address and Telephone)  
AGENT or BROKER, OWNERS REPRESENTATIVE (As needed, Engineer, or other party)

000387



**RESOLUTION OF THE DUPLIN COUNTY BOARD OF COMMISSIONERS CREATING A CONSOLIDATED HEALTH AND HUMAN SERVICES AGENCY AND EXERCISING ITS POWERS TO ASSUME CONTROL OF THE ACTIVITIES OF A CONSOLIDATED HUMAN SERVICES BOARD**

**WHEREAS**, a major legislative goal of the North Carolina Association of County Commissioners has been to obtain legislation that would give all counties in North Carolina the flexibility to organize human services in such a way as to promote efficiency and effectiveness in their administration by removing the population threshold of 425,000 which rendered only three counties in the state eligible; and

**WHEREAS**, during the legislative session of 2012 the North Carolina General Assembly adopted House Bill 438 which amended G.S. 153A-77 and G.S. 153A-76 which gives all county board of commissioners the option to exercise its authority or jurisdiction over certain boards, commissions and agencies, including the Board of Health and the Social Services Board; and

**WHEREAS**, before the Board of Commissioners may exercise the power and authority contained in G.S. 153A-77 to assume the power, responsibilities and duties of the consolidated human services board, it must hold a public hearing pursuant to 30 days notice given in a newspaper of general circulation, which public hearing has been held at this meeting upon notice duly given.

**NOW, THEREFORE, BE IT RESOLVED** by the Duplin County Board of Commissioners that pursuant to G.S 153A-77;

1. It creates a consolidated county health and human services agency having the authority to carry out the functions of the local health department and the county department of social services; and
2. It abolishes both the social services board and the board of health, instead forming a consolidated human services board. The Board of Commissioners may exercise the powers outlined in subsection (c) of G.S. 153A-77 and the Board of County Commissioners assumes all responsibilities and duties as outlined in G.S. 153A-77(e) upon notice duly given of a public hearing conducted on December 2, 2024. The Board of County Commissioners does not delegate any of the powers or duties of the consolidated human services board but establishes an advisory committee in line with the membership outlined in 130A-35 for the County Board of Health; and
3. It consolidates the provisions of health and human services in Duplin County under the direct control of the Consolidated Health and Human Services Director appointed and supervised by the County Manager in accordance with G.S. 153A-77(b); and
4. Removes all affected employees from the State Human Resources Act (SHRA).

This the 16<sup>th</sup> day of December, 2024.

*Dexter B. Edwards*

Dexter Edwards, Chairman  
Duplin County Board of Commissioners



ATTEST:

*Jaime Carr*  
Jaime Carr, Clerk to the Board

000388

LL 10-18-24  
Clerk 10-18-24  
By: 10-18-24

**TOWN OF HUNTERVILLE**

NAME	AMOUNT	DATE	REMARKS
POOD LION, LLC	13	7-23	2024
SPECTRUM SOUTHEAST, LLC	13	7-23	2024
SPECTRUM SOUTHEAST, LLC	13	7-23	2024
GRAND TOTAL	39		

SUBMITTED BY: *[Signature]*

DATE APPROVED: *[Signature]*

LL 10-15-20  
 GW 10-14-21  
 RW 10-14-21

STATE OF ARIZONA  
 TAX DEPARTMENT  
 RELEASE DATE: DECEMBER 15, 2020

COMPANY	TYPE	DATE	AMOUNT	REMARKS
CHANDLER, LEON & SONS, INC.	01	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	02	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	03	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	04	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	05	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	06	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	07	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	08	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	09	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	10	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	11	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	12	10/15/20	11,000	RECEIVED
<b>GRAND TOTAL</b>			<b>132,000</b>	

DATE APPROVED: December 15, 2020

SUBMITTED BY: *[Signature]*

LL 10-15-20  
 GW 10-14-21  
 RW 10-14-21

STATE OF ARIZONA  
 TAX DEPARTMENT  
 RELEASE DATE: DECEMBER 15, 2020

COMPANY	TYPE	DATE	AMOUNT	REMARKS
CHANDLER, LEON & SONS, INC.	01	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	02	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	03	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	04	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	05	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	06	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	07	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	08	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	09	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	10	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	11	10/15/20	11,000	RECEIVED
CHANDLER, LEON & SONS, INC.	12	10/15/20	11,000	RECEIVED
<b>GRAND TOTAL</b>			<b>132,000</b>	

DATE APPROVED: December 15, 2020

SUBMITTED BY: *[Signature]*



DUPLIN COUNTY AIRPORT COMMISSION  
Month End Report  
November 2024

**Airport Staff**  
Airport Director: Jack Alphin, Chair  
Airport Technician: Jerry Davis  
Sub Airport Technician: Roger Davis  
**Operations Staff**  
Operations Manager: Jerry Davis  
Operations Supervisor: Al Conroy  
Operations Supervisor: Roger Davis  
**Construction Staff**  
Construction Manager: Jack Alphin, Chair  
Construction Supervisor: Scotty Kennedy  
Construction Supervisor: Jerry Hytger

Operations FY24 Total

July	388	776	1552
Aug	444	888	1776
Sept	391	781	1562
Oct	543	1085	2170
Nov	359	717	1434
Dec			
Jan			
Feb			
Mar			
Apr			
May			
Jun			
<b>Year Total</b>	<b>2125</b>	<b>4250</b>	<b>8500</b>

Revenue FY24 Total

July	15,123.27	30,246.54	60,493.08
Aug	17,170.49	34,340.98	68,681.96
Sept	16,053.47	32,106.94	64,213.88
Oct	23,608.04	47,216.08	94,432.16
Nov	10,021.69	20,043.38	40,086.76
Dec			
Jan			
Feb			
Mar			
Apr			
May			
Jun			
<b>TOTAL</b>	<b>82,976.96</b>	<b>165,953.92</b>	<b>331,907.84</b>

Expenses FY24 Total

July	18,132.27	36,264.54	72,529.08
Aug	17,170.49	34,340.98	68,681.96
Sept	16,053.47	32,106.94	64,213.88
Oct	23,608.04	47,216.08	94,432.16
Nov	10,021.69	20,043.38	40,086.76
Dec			
Jan			
Feb			
Mar			
Apr			
May			
Jun			
<b>TOTAL</b>	<b>84,985.96</b>	<b>169,971.92</b>	<b>339,943.84</b>

Profit/Loss FY24 Total

July	-3,009.00	-6,018.00	-12,036.00
Aug	-1,000.00	-2,000.00	-4,000.00
Sept	-1,000.00	-2,000.00	-4,000.00
Oct	1,000.00	2,000.00	4,000.00
Nov	0.00	0.00	0.00
Dec			
Jan			
Feb			
Mar			
Apr			
May			
Jun			
<b>TOTAL</b>	<b>-4,009.00</b>	<b>-8,018.00</b>	<b>-16,036.00</b>

Was a slow month overall. Fewest operations and lowest fuel sales for the fiscal year so far. Working with design-build team on new spec hangar construction. Tawney Connector AS has been approved for funding. Project will start soon. All fuel design completed, waiting to let cost estimate books go out at \$2.1m. All fuel Tawney & Leggett T-hangar fully occupied. Commercial hangar full now.

Summary Metrics

Revenue	82,976.96	165,953.92	331,907.84
Expenses	84,985.96	169,971.92	339,943.84
Profit/Loss	-4,009.00	-8,018.00	-16,036.00

Key Performance Indicators

Revenue % of Total	11%
Expenses % of Total	11%
Profit % of Total	4%
Revenue % of Total	4%
Expenses % of Total	4%
Profit % of Total	4%

Project Summary

Project Name	Project #	\$ Amount
Connector Tawney Design	7553	\$97,625.00
Fuel Farm Design	7554	\$89,931.00
TOR Funds	7555	\$2,142,586.71
Construction Tawney AS	7553	\$2,400,000.00
Total Project Y		\$2,969,062.71

LL 11-20-24  
CW 11-25-24  
PW 11-25-24

TOWN OF WALLACE TAX RECEIPT

TAXPAYER NAME	WALLACE NW, LLC
TOWN	1-75
YEAR	2024
ISSUE DATE	11-20-24
ACCOUNT NUMBER	1007162
AMOUNT DUE	\$ 6,774.84
PAID	\$ 6,774.84
DATE PAID	11-25-24
REMARKS	INCORRECT DEPRECIATION
TOTAL	\$ 6,774.84
AMOUNT PAID	\$ 6,774.84
DATE PAID	11-25-24
SUBMITTED BY	[Signature]





### Shelter Statistics - Intake

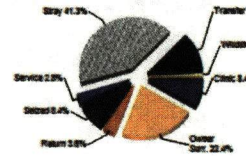
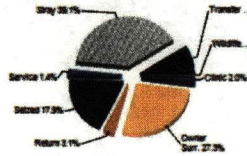
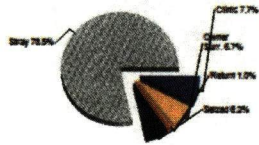
Start Date: November 01, 2024  
End Date: November 30, 2024

USNC100  
Duplin County Animal Services

does not include your shelter's data

does not include your shelter's data

	Your Shelter					North Carolina (54 organizations)					United States (1259 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
<b>Intakes That were:</b>															
Previously Altered	0	3	1	2	0	60	280	116	210	2	3,552	11,750	5,829	9,620	186
<b>Totals by Intake</b>															
Clinic	3	8	0	4	0	10	63	7	16	0	1,300	3,202	2,552	3,895	108
Owner Surrender	6	4	2	1	0	259	324	366	347	16	4,912	7,705	8,548	6,669	1,333
Return	0	1	1	0	0	28	59	20	39	1	799	1,828	872	1,100	79
Seized	1	5	5	1	0	103	403	59	254	41	1,720	5,800	910	1,995	570
Service	0	0	0	0	0	4	18	1	44	0	372	1,343	800	1,258	51
Stray	27	30	52	44	0	307	629	442	494	7	7,735	17,474	14,996	13,210	772
Transfer	0	0	0	0	0	98	94	179	62	3	5,065	3,671	4,639	2,127	228
Wildlife	0	0	0	0	0	0	0	0	0	11	0	0	0	0	1,441
<b>Total</b>	<b>37</b>	<b>48</b>	<b>60</b>	<b>50</b>	<b>0</b>	<b>808</b>	<b>1,588</b>	<b>1,074</b>	<b>1,256</b>	<b>79</b>	<b>21,903</b>	<b>41,023</b>	<b>33,317</b>	<b>30,454</b>	<b>4,582</b>



Earliest entry: 11/1/2024  
Latest entry: 11/27/2024

Daily Use Date: 11/2/2013  
Run Date: 12/4/2024 7:53:27 AM

EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT



### Shelter Statistics - Outcome

Start Date: November 01, 2024  
End Date: November 30, 2024

USNC100  
Duplin County Animal Services

does not include your shelter's data

does not include your shelter's data

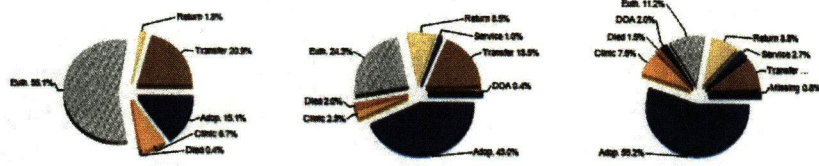
	Your Shelter					North Carolina (54 organizations)					United States (1259 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
<b>Person:</b>															
A) Have Email Address	1	1	1	0	0	335	525	818	389	11	14,171	21,541	34,460	17,434	1,818
B) Have Phone Number	8	14	13	16	0	411	881	918	498	31	15,718	28,880	37,093	20,577	2,199
C) Have ZipCode	8	14	13	16	0	416	895	917	509	31	15,525	28,614	36,832	20,027	2,160
<b>Totals by Outcome</b>															
Adoption	6	3	13	12	0	365	518	896	381	26	13,265	16,819	33,886	14,464	1,907
Clinic	3	8	0	4	0	11	71	11	24	0	1,283	2,797	2,616	4,094	64
Died	0	0	1	0	0	16	8	42	32	2	226	252	1,032	580	138
DOA	0	0	0	0	0	1	4	2	6	3	60	995	78	1,216	568
Euthanasia	7	23	46	48	0	57	425	135	598	29	1,171	7,513	2,010	4,646	915
Missing	0	0	0	0	0	0	0	1	3	0	27	234	249	97	11
Return To Owner	0	4	0	0	0	42	313	14	61	3	1,052	9,369	475	1,680	189
Service	0	0	0	0	0	4	7	1	40	0	303	752	750	2,103	18
Transfer	40	7	0	0	0	260	321	202	159	3	3,712	4,573	3,327	3,058	524
Wildlife	0	0	0	0	0	0	0	0	0	2	0	0	0	0	505
<b>Total</b>	<b>56</b>	<b>45</b>	<b>60</b>	<b>64</b>	<b>0</b>	<b>756</b>	<b>1,667</b>	<b>1,304</b>	<b>1,314</b>	<b>68</b>	<b>21,099</b>	<b>43,304</b>	<b>44,423</b>	<b>31,938</b>	<b>4,839</b>

Earliest entry: 11/1/2024  
Latest entry: 11/27/2024

Daily Use Date: 11/2/2013  
Run Date: 12/4/2024 7:53:27 AM

EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT





Earliest entry: 11/1/2024  
 Latest entry: 11/27/2024

Daily Use Date: 11/2/2013  
 Run Date: 12/4/2024 7:53:27 AM



### Shelter Statistics - Avg Length of Stay by Intake Type

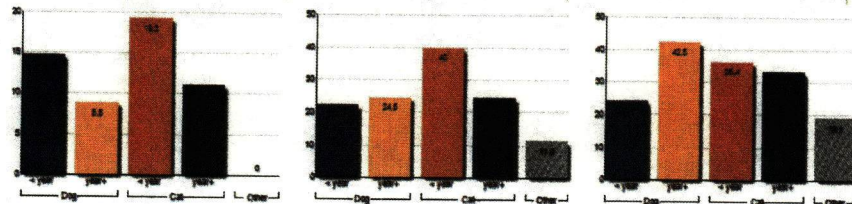
Start Date: November 01, 2024  
 End Date: November 30, 2024

does not include your shelter's data

does not include your shelter's data

USNC100  
 Duplin County Animal Services

Intake Type	Your Shelter					North Carolina (54 organizations)					United States (1259 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Clinic	0	0	0	0	0	2.7	3.7	11.9	10.6	0	2.6	4.3	3.6	4.3	2.1
Owner Surrender	12.4	15.3	14.9	15.8	0	30.1	27.9	39.3	25.8	12.6	24.1	67.9	33	39	28.3
Return	0	0	0	0	0	7.4	61	13.3	13.9	0	15.1	55.7	12.3	59.8	32.7
Seized	16.4	9.5	12.9	0	0	19.7	20.1	47.6	16	1.8	28	30.7	42	29.9	21.7
Service	0	0	0	0	0	0	1.9	58.6	1.4	0	5.5	6.6	14	4.4	13.9
Stray	16	10.4	19.6	12	0	18	21.6	44.9	31.6	15.8	28.9	41.1	44.8	37	23.1
Transfer	0	0	0	0	0	25	38.5	30.2	16.3	10.8	24.8	52.1	30.7	49.3	51.2
Wildlife	0	0	0	0	0	0	0	0	0	36.1	0	0	0	0	3.1
<b>Total</b>	<b>14.8</b>	<b>8.8</b>	<b>19.3</b>	<b>11.1</b>	<b>0</b>	<b>22.2</b>	<b>24.5</b>	<b>40</b>	<b>24.3</b>	<b>11.6</b>	<b>24.1</b>	<b>42.5</b>	<b>36.4</b>	<b>33.3</b>	<b>19.1</b>



Earliest entry: 11/1/2024  
 Latest entry: 11/27/2024

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 Run Date: 12/4/2024 7:53:27 AM

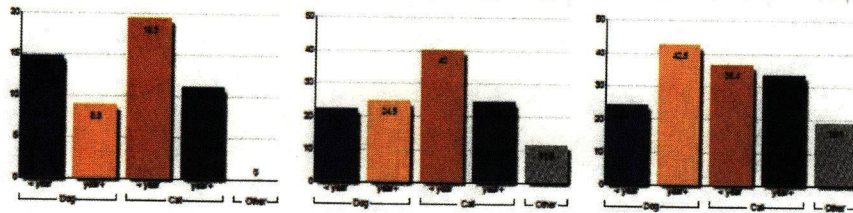




### Shelter Statistics - Avg Length of Stay by Outcome Type

Start Date: November 01, 2024  
End Date: November 30, 2024

Outcome Type	Your Shelter					North Carolina (54 organizations)					United States (1259 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Adoption	10.1	25	36.1	21.8	0	33.3	46.6	48.2	56.5	26.7	29.6	57.6	41.7	53.8	33.5
Clinic	0	0	0	0	0	2.5	3.7	11.9	10.8	0	2.8	5	3.7	4.8	3.4
Died	0	0	52.9	0	0	2.5	31.3	27.6	28.7	1.9	13.5	93.5	27.3	127.6	29.3
Euthanasia	5.9	6.4	13.9	9.4	0	14.3	19	12.5	9.5	0.1	19.9	21.8	15.5	15.8	3.5
Missing	0	0	0	0	0	0	0	71.2	9.7	0	94.1	2050.2	109.9	169.8	51.9
Return To Owner	0	3.7	0	0	0	1.6	4.3	6.1	8.6	3.7	4.5	5.1	16.9	11	8.1
Service	0	0	0	0	0	0	0	22	0.3	0	2.7	6.9	6.4	5.4	8.2
Transfer	18.2	22.6	0	0	0	14.1	21.4	28.4	15.1	8.6	20.6	30.3	29.5	23.7	30.2
Wildlife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6.4
<b>Total</b>	<b>14.8</b>	<b>8.8</b>	<b>19.3</b>	<b>11.1</b>	<b>0</b>	<b>22.2</b>	<b>24.5</b>	<b>40</b>	<b>24.3</b>	<b>11.6</b>	<b>24.1</b>	<b>42.5</b>	<b>36.4</b>	<b>33.3</b>	<b>19.1</b>



Earliest entry: 11/1/2024  
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EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT



### Shelter Statistics - Animal Care Days by Intake Type

Start Date: November 01, 2024  
End Date: November 30, 2024

Intake Type	Your Shelter					North Carolina (54 organizations)					United States (1259 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Clinic	0	0	0	0	0	73	138	461	75	0	33561	125163	47544	55906	803
Owner Surrender	74	39	31	19	0	12420	11836	18711	10658	761	260057	479776	488186	380081	60292
Return	0	0	5	0	0	849	3633	412	1946	126	30468	137519	24873	78082	3748
Seized	21	48	26	30	0	4977	14444	5419	8626	379	95302	292929	63578	72584	32451
Service	0	0	0	0	0	0	162	97	310	0	5109	13424	9191	10824	1912
Stray	619	459	770	647	0	11250	59879	33609	19544	539	719573	1701021	1509545	901150	87634
Transfer	0	0	0	0	0	4434	6229	6471	1806	103	259601	336932	315924	184053	21990
Wildlife	0	0	0	0	0	0	0	0	0	88	0	0	0	0	12798
<b>Total</b>	<b>714</b>	<b>547</b>	<b>832</b>	<b>696</b>	<b>0</b>	<b>34004</b>	<b>96342</b>	<b>65180</b>	<b>42965</b>	<b>1097</b>	<b>1403872</b>	<b>3086784</b>	<b>2456843</b>	<b>1682561</b>	<b>221427</b>



Earliest entry: 11/1/2024  
Latest entry: 11/27/2024

Daily Use Date: 11/2/2013  
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EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT



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000394



### Shelter Statistics – Animal Care Days by Outcome Type

Start Date: November 01, 2024  
End Date: November 30, 2024

does not include your shelter's data      does not include your shelter's data

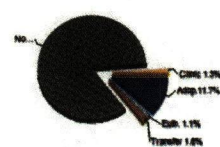
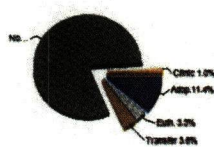
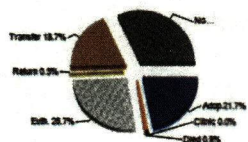
USNC100  
Duplin County Animal Services

Outcome Type	Your Shelter					North Carolina (54 organizations)					United States (1259 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Adoption	70	33	279	222	0	4810	5763	12471	4145	294	179041	206418	462432	169462	21484
Clinic	0	0	0	0	0	19	79	77	58	0	3479	4516	7550	7546	51
Died	0	0	0	26	0	49	54	524	257	4	1812	1977	11277	4356	564
Euthanasia	49	108	316	272	0	685	3218	1048	3083	4	12756	50737	15619	19415	845
Missing	0	0	0	0	0	0	0	27	29	0	4523	4788	6798	1889	71
Return To Owner	2	7	0	0	0	122	884	35	229	10	3826	23778	3735	7009	1132
Service	0	0	0	0	0	0	0	19	11	0	626	2133	3193	6380	132
Transfer	407	115	0	0	0	2475	2774	2404	839	72	39793	42228	36337	21421	4892
Wildlife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1776
No Outcome	186	284	237	177	0	25843	83568	48575	34315	1813	1158016	2750195	1911902	1445095	190445
<b>Total</b>	<b>714</b>	<b>547</b>	<b>832</b>	<b>696</b>	<b>0</b>	<b>34004</b>	<b>96342</b>	<b>65180</b>	<b>42965</b>	<b>1997</b>	<b>1403872</b>	<b>3086764</b>	<b>2458843</b>	<b>1682581</b>	<b>221427</b>

Earliest entry: 11/1/2024  
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EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT



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EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT

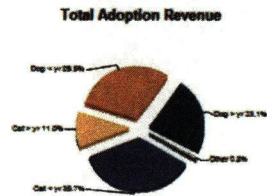
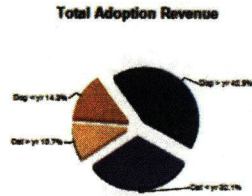


### Shelter Statistics - Fees and Revenue

Start Date: November 01, 2024  
End Date: November 30, 2024

USNC100  
Duplin County Animal Services

	Your Shelter						North Carolina (54 organizations)						United States (1259 organizations)					
	Dog		Cat		Other		Dog		Cat		Other		Dog		Cat		Other	
	< year	year+	< year	year+	< year	year+	< year	year+	< year	year+	< year	year+	< year	year+	< year	year+	< year	year+
<b>Intake Revenue</b>																		
<b>Fees</b>																		
Avg Fees (\$)	0	10	10	0	0	0	0	10	93	13	0	67	73	46	58	41		
Total Revenue (\$)	0	30	20	0	0	0	0	50	280	40	0	24,779	122,870	28,441	70,048	7,551		
<b>Adoption Revenue</b>																		
<b>Fees</b>																		
Avg Fees (\$)	10	30	15	15	0	0	103	94	76	63	25	227	125	111	74	39		
Total Revenue (\$)	20	60	45	15	0	0	10,816	17,479	15,151	6,908	25	1,133,814	885,910	1,368,316	420,222	28,904		



Earliest entry: 11/1/2024  
Latest entry: 11/27/2024

Daily Use Date: 11/2/2019  
Run Date: 12/4/2024 7:53:27 AM

EMPOWERING ANIMAL WELFARE THROUGH DATA MANAGEMENT

### Intake Detail Report

Print Date: Wednesday, December 4, 2024

Intake StartDate	11/1/2024 12:00 AM	Jurisdiction	All
Intake EndDate	11/30/2024 11:59 PM	Injury Cause	All
Intake Type	All	PreAltered	All
Intake SubType	All	Site Name	All
Species	All	Age Group	All
DOA	All	Animal Tag Type	All
Intake Status	Completed		

Animal#	Animal Name	Species	Breed	Age	Gender	Color	PreAltered	IntakeDate	Intake Type	PetID
ARN	Tag type	Size	Location / Sublocation	Altered	Danger	Danger Reason	S/N	By	Subtype	DOA
								<b>Clinic</b>	<b>Total Intakes: 16</b>	<b>Total Unique Animals: 14</b>
								<b>Owner/Guardian Surrender</b>	<b>Total Intakes: 13</b>	<b>Total Unique Animals: 13</b>
								<b>Return</b>	<b>Total Intakes: 2</b>	<b>Total Unique Animals: 2</b>
								<b>Seized / Custody</b>	<b>Total Intakes: 12</b>	<b>Total Unique Animals: 12</b>
								<b>Stray</b>	<b>Total Intakes: 153</b>	<b>Total Unique Animals: 163</b>
								<b>Total Counts</b>	<b>184</b>	

### Outcome Summary Report

Print Date Wednesday, December 4, 2024

Outcome StartDate	11/1/2024 12:00 AM	Outcome Type	All
Outcome EndDate	11/30/2024 11:59 PM	Outcome SubType	All
Species	All	Jurisdiction	All
Age Group	All	TransferOut Reason	All
Site	All	Outcome Status	Completed

Animal#	Name	Species	Primary Breed	Age	Sex	After	Outcome Type	Outcome SubType	Outcome By	Recorded By	
ARIN	Secondary Breed	Danger	Danger Reason	Jurisdiction	TransferOut Reason	Outcome Date/Time					
							<b>Total Outcomes: 34</b>	<b>Total Unique Animals: 34</b>			
							<b>Total Outcomes: 18</b>	<b>Total Unique Animals: 14</b>			
							<b>Total Outcomes: 1</b>	<b>Total Unique Animals: 1</b>			
							<b>Total Outcomes: 124</b>	<b>Total Unique Animals: 124</b>			
							<b>Total Outcomes: 4</b>	<b>Total Unique Animals: 4</b>			
							<b>Total Outcomes: 47</b>	<b>Total Unique Animals: 47</b>			
<b>Total Count:</b>										<b>333</b>	

### Case Detail

Print Date Wednesday, December 4, 2024

Case Category	All	Case Result	All	Include Activities	False
Case Type	All	Case Result By	All	Include Conditions	False
Case SubType	All	Case Memo Type	All	Include Memos	False
Case Status	All	Include Case Address	False	Include Violations	False
Case Officer	All	Include Animal Info	False	Based On	Case Date/Time
Officer Site	All	Include Person Info	False	Date From	11/1/2024 12:00 AM
Case Jurisdiction	All	Include Animals	False	Date To	11/30/2024 11:59 PM
City	All	Include Persons	False		
Patrol Area	All				

Case#	Case Category	Case Type	Case Date/Time	Case Status	Case Officer	Case Jurisdiction	Case Result	Case Result Date/Time
Case Reference #	Case SubType	Reported Date/Time	Patrol Area	Case Result By	Case Review Date/Time			

Investigation log generated								
Site Screens								
Investigation								
Site log generated								
Investigation								
Owner/Responsible to Field								
Site								
SUGGESTED FOR REVIEW								
Training log generated								
Website Checks								

Page 1 of 1



### Revenue Report

Print Date Wednesday, December 4, 2024

Receipt Date From 11/1/2024 12:00:00 AM Item AH  
 Receipt Date To 11/30/2024 11:59:00 PM Item Group AH  
 Account Code All Site AH  
 Cash Drawer All Payment Type AH  
 Refunds Include

Receipt#	Account	Receipt Date	Animal	Person	Payment	Subtotal	Discount	Reason	Tax	Total Due	Total
Item	Code	Cash Drawer			Type	(# Units @ Price)	Staff Person	Reference		Total Paid	
Item Number	IRN				UPC#	Item Type		Item Category		Late Fee	
(# Units @ Cost)	Markup %	Tax Code 1 (\$)			Tax Code 2 (\$)		Discount %	Site			

10-AMBER ACCUPUNCTURE	Group % of Total Sales: 1.0%	\$40.00	\$0.00	\$0.00	\$0.00	\$40.00	\$0.00		\$0.00	\$40.00	\$40.00
<No Account Code>	Total Items: 4	\$40.00	\$0.00	\$0.00	\$0.00	\$40.00	\$0.00		\$0.00	\$40.00	\$40.00

10-ORANGE ACCUPUNCTURE	Group % of Total Sales: 1.0%	\$75.00	\$0.00	\$0.00	\$0.00	\$75.00	\$0.00		\$0.00	\$75.00	\$75.00
<No Account Code>	Total Items: 2	\$75.00	\$0.00	\$0.00	\$0.00	\$75.00	\$0.00		\$0.00	\$75.00	\$75.00

10-ORANGE 9 ACCUPUNCTURE	Group % of Total Sales: 1.0%	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00		\$0.00	\$20.00	\$20.00
<No Account Code>	Total Items: 1	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00		\$0.00	\$20.00	\$20.00

10-REDLINE CAT THERAPY	Group % of Total Sales: 2.0%	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00		\$0.00	\$150.00	\$150.00
4880-243-08	Total Items: 2	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00		\$0.00	\$150.00	\$150.00

10-REDLINE DOG THERAPY	Group % of Total Sales: 2.0%	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00		\$0.00	\$900.00	\$900.00
4880-243-08	Total Items: 25	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00		\$0.00	\$900.00	\$900.00

### Revenue Report

10-REDLINE 2	Group % of Total Sales: 1.0%	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00		\$0.00	\$50.00	\$50.00
10-REDLINE 2	Total Items: 2	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00		\$0.00	\$50.00	\$50.00

10-REDLINE VOUCHER 72-2295-081	Group % of Total Sales: 10.0%	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00		\$0.00	\$200.00	\$200.00
<No Account Code>	Total Items: 2	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00		\$0.00	\$200.00	\$200.00

10-REDLINE MAX 4 VOUCHER DAILY	Group % of Total Sales: 2.0%	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00		\$0.00	\$50.00	\$50.00
<No Account Code>	Total Items: 2	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00		\$0.00	\$50.00	\$50.00

10-REDLINE VOUCHER 72-2295-081	Group % of Total Sales: 10.0%	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00		\$0.00	\$150.00	\$150.00
72-2295-081	Total Items: 2	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00		\$0.00	\$150.00	\$150.00

10-REDLINE CUP-C	Group % of Total Sales: 2.0%	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00		\$0.00	\$50.00	\$50.00
<No Account Code>	Total Items: 2	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00		\$0.00	\$50.00	\$50.00

10-REDLINE FACT	Group % of Total Sales: 2.0%	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00		\$0.00	\$100.00	\$100.00
<No Account Code>	Total Items: 10	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00		\$0.00	\$100.00	\$100.00

MISC	Group % of Total Sales: 1.0%	\$40.00	\$0.00	\$0.00	\$0.00	\$40.00	\$0.00		\$0.00	\$40.00	\$40.00
<No Account Code>	Total Items: 2	\$40.00	\$0.00	\$0.00	\$0.00	\$40.00	\$0.00		\$0.00	\$40.00	\$40.00

Revenue Report

OWNER SURRENDER FEE	Amount % of Total Sales: 1.7%	Revenue	Amount	SA	Revenue Code	Total
<No Account Code>	Total Items: 5	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00
RECLAIM FEE	Amount % of Total Sales: 1.7%	Revenue	Amount	SA	Revenue Code	Total
<No Account Code>	Total Items: 2	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00
VETERAN'S DISCOUNT	Amount % of Total Sales: 1.7%	Revenue	Amount	SA	Revenue Code	Total
<No Account Code>	Total Items: 1	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00

REVENUE CODE	SALES	REV	REV	REV	REV	REV	REV
UNCLASSIFIED	937	946	790	970	1067	822	
NOTES							
NEW RESIDENCE	9	12	7	7	9	9	
RESIDENTIAL ADDITION/RENOVATION/ALTERATIONS	6	8	2	7	4	6	
COMMERCIAL/MULTI FAMILY NEW CONSTRUCTION	0	4	1	1	1	1	
COMMERCIAL ADDITION/RENOVATION/UPFIT	9	9	10	7	12	6	
MANUFACTURED/MODULAR HOMES	31	33	33	31	38	18	
SIGNS/ABC/DAYCARE/POOL/OTHER	12	15	13	8	8	10	
RELOCATED BUILDING	0	0	0	0	0	0	
STORAGE BLDG./DECK/PORCH	7	4	5	7	7	2	
GENERAL ELECTRICAL	135	143	119	136	129	87	
POULTRY/SWINE HOUSES	0	0	0	0	0	0	
POOL BONDING	1	0	1	1	1	2	
MECHANICAL	84	83	69	73	72	46	
PLUMBING	62	74	55	90	73	41	
GAS PIPING	5	17	9	18	12	11	
INSULATION	0	0	0	4	0	1	
TOTAL	51,486.72	39,232.72	31,658.56	36,886.88	36,377.80	25,929.68	

**DUPLIN COUNTY GARAGE  
MONTHLY DEPARTMENT TOTALS SUMMARY  
Nov-24**

Maintenance Type	Part Cost	Labor Cost	Total Cost
Brakes & Rotors	932.59	194.48	1127.07
Def Refuel	860.86	0.00	860.86
Diesel Truck Service	743.22	155.58	898.80
Diesel Equipment Service	1084.95	129.65	1214.60
Garage Road Call	153.45	12.97	166.42
General Repair	7046.41	752.06	7798.47
Oil Change/Service	1058.86	155.63	1214.49
Outside Repairs	9329.32	0.00	9329.32
Alignment Only			0.00
P.M. Maintenance	2014.15	674.25	2688.40
State Inspection	3.40	0.00	3.40
Tire Change	7872.19	259.38	8131.57
Tire Repair	28.99	25.94	54.93
Wrecker Call			0.00
Strip Vehicle			0.00
<b>Totals</b>	<b>31128.39</b>	<b>2359.94</b>	<b>33488.33</b>

**November 2024 Garage Breakdown**

Maintenance Type	AIRPORT			COLLECTIONS			EMS		
	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors			0.00	13.40	12.97	26.37	71.31		71.31
Def Refuel	0.00		0.00	186.31		186.31	39.68		39.68
Diesel Truck Service			0.00			0.00			0.00
Diesel Equipment Service			0.00			0.00			0.00
Garage Road Call			0.00			0.00			0.00
General Repair			0.00	494.15	103.75	597.90	1072.10		1072.10
Oil Change/Service			0.00	46.10	38.90	85.00	226.06		226.06
Outside Repairs			0.00	3092.33		3092.33			0.00
Alignment Only			0.00			0.00			0.00
P.M. Maintenance			0.00			0.00			0.00
State Inspection			0.00			0.00	1.70		1.70
Tire Change		25.94	25.94	1343.76	77.82	1421.58	710.76		710.76
Tire Repair			0.00		12.97	12.97			0.00
Wrecker Call			0.00			0.00			0.00
Strip Vehicle			0.00			0.00			0.00
<b>Totals</b>	<b>0.00</b>	<b>25.94</b>	<b>25.94</b>	<b>5176.05</b>	<b>246.41</b>	<b>5422.46</b>	<b>2121.61</b>	<b>0.00</b>	<b>2121.61</b>

Maintenance Type	EMERGENCY MANAGEMENT			EMERGENCY MANAGEMENT EQUIPMENT			ENVIRONMENTAL HEALTH		
	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors			79.68			0.00			0.00
Def Refuel	79.68		0.00			0.00			0.00
Diesel Truck Service			0.00			0.00			0.00
Diesel Equipment Service			0.00			0.00			0.00
Garage Road Call			0.00			0.00			0.00
General Repair			0.00	128.87		128.87	47.85		47.85
Oil Change/Service	37.69		37.69			0.00			0.00
Outside Repairs			0.00			0.00			0.00
Alignment Only			0.00			0.00			0.00
P.M. Maintenance			0.00			0.00			0.00
State Inspection			0.00			0.00			0.00
Tire Change			0.00			0.00			0.00
Tire Repair			0.00			0.00			0.00
Wrecker Call			0.00			0.00			0.00
Strip Vehicle			0.00			0.00			0.00
<b>Totals</b>	<b>117.37</b>	<b>0.00</b>	<b>117.37</b>	<b>128.87</b>	<b>0.00</b>	<b>128.87</b>	<b>47.85</b>	<b>0.00</b>	<b>47.85</b>

FIRE MARSHALL				INSPECTION			SHERIFF		
Maintenance Type	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors			0.00			0.00	602.04		602.04
Def Refuel			0.00			0.00			0.00
Diesel Truck Service			0.00			0.00			0.00
Diesel Equipment Service			0.00			0.00			0.00
Garage Road Call			0.00			0.00	153.45		153.45
General Repair	345.41		345.41			0.00	772.72		772.72
Oil Change/Service			0.00	29.91		29.91	566.90		566.90
Outside Repairs			0.00			0.00	618.81		618.81
Alignment Only			0.00			0.00			0.00
P.M. Maintenance			0.00			0.00			0.00
State Inspection			0.00			0.00	1.70		1.70
Tire Change			0.00			0.00	1552.00		1552.00
Tire Repair			0.00			0.00	28.99		28.99
Wrecker Call			0.00			0.00			0.00
Strip Vehicle			0.00			0.00			0.00
<b>Totals</b>	<b>345.41</b>	<b>0.00</b>	<b>345.41</b>	<b>29.91</b>	<b>0.00</b>	<b>29.91</b>	<b>4296.61</b>	<b>0.00</b>	<b>4296.61</b>

SHERIFF EQUIPMENT				SHERIFF JAIL			SOCIAL SERVICES		
Maintenance Type	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors			0.00			0.00			0.00
Def Refuel			0.00			0.00			0.00
Diesel Truck Service			0.00			0.00			0.00
Diesel Equipment Service			0.00			0.00			0.00
Garage Road Call			0.00			0.00			0.00
General Repair			0.00	3.94		3.94			0.00
Oil Change/Service			0.00			0.00	26.02		26.02
Outside Repairs			0.00			0.00			0.00
Alignment Only			0.00			0.00			0.00
P.M. Maintenance			0.00			0.00			0.00
State Inspection			0.00			0.00			0.00
Tire Change	121.42		121.42			0.00			0.00
Tire Repair			0.00			0.00			0.00
Wrecker Call			0.00			0.00			0.00
Strip Vehicle			0.00			0.00			0.00
<b>Totals</b>	<b>121.42</b>	<b>0.00</b>	<b>121.42</b>	<b>3.94</b>	<b>0.00</b>	<b>3.94</b>	<b>26.02</b>	<b>0.00</b>	<b>26.02</b>

SOLID WASTE				SOLID WASTE EQUIPMENT			TRANSPORTATION		
Maintenance Type	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost	Part Cost	Labor Cost	Total Cost
Brakes & Rotors	127.81	103.72	231.53			0.00	38.35	77.79	116.14
Def Refuel	521.01		521.01	113.86		113.86			0.00
Diesel Truck Service	743.22	155.58	898.80			0.00			0.00
Diesel Equipment Service			0.00	1084.95	129.65	1214.60			0.00
Garage Road Call			0.00			0.00		12.97	12.97
General Repair	1550.68	440.84	1991.52	2460.32	103.73	2564.05	170.37	103.74	274.11
Oil Change/Service			0.00			0.00			0.00
Outside Repairs	5308.45		5308.45			0.00			0.00
Alignment Only			0.00			0.00			0.00
P.M. Maintenance			0.00			0.00	2014.15	674.25	2688.40
State Inspection			0.00			0.00			0.00
Tire Change	4144.25	155.62	4299.87			0.00			0.00
Tire Repair			0.00			0.00			0.00
Wrecker Call			0.00			0.00			0.00
Strip Vehicle			0.00			0.00			0.00
<b>Totals</b>	<b>12395.42</b>	<b>855.76</b>	<b>13251.18</b>	<b>3659.13</b>	<b>233.38</b>	<b>3892.51</b>	<b>2222.87</b>	<b>868.75</b>	<b>3091.62</b>

WATER			
Maintenance Type	Part Cost	Labor Cost	Total Cost
Brakes & Rotors			0.00
Def Refuel			0.00
Diesel Truck Service			0.00
Diesel Equipment Service			0.00
Garage Road Call			0.00
General Repair			0.00
Oil Change/Service	126.18	116.73	242.91
Outside Repairs	309.73		309.73
Alignment Only			0.00
P.M. Maintenance			0.00
State Inspection			0.00
Tire Change			0.00
Tire Repair		12.97	12.97
Wrecker Call			0.00
Strip Vehicle			0.00
<b>Totals</b>	<b>435.91</b>	<b>129.70</b>	<b>565.61</b>

200401



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



**MONTHLY REPORT  
 FOR  
 DUPLIN COUNTY  
 REGISTER OF DEEDS  
 NOVEMBER 2024**

Submitted this 2<sup>nd</sup> day of December, 2024

*Anita Marie Savage*  
 Register of Deeds

Recorder and Custodian of County Records

**Ledger Report Fee Distribution  
 Anita Marie Savage, REGISTER OF DEEDS  
 Duplin, NC**

Date Range From Friday, November 1, 2024 to Saturday, November 30, 2024

Name	Amount
Vital Records Fund	\$413.00
State Treasurer Amount	\$2,294.00
Escrow Credit Total	\$790.00
State Revenue Stamp	\$20,311.48
County Revenue Stamp	\$21,140.52
NC Children's Trust Fund	\$215.00
NC Domestic Violence Fund	\$1,290.00
ROD General Fund	\$15,795.24
ROD Automation Fund	\$1,848.31
Supplemental Retirement	\$326.70
<b>Total Distribution For Period</b>	<b>\$64,424.25</b>
Cash Total	\$4,905.50
Check Total	\$28,836.00
Pay Account Total	\$2,532.50
Escrow Account Total	\$630.00
ACH Total	\$27,520.25
Overpayment Total	\$0.00
<b>Total Deposit For Period</b>	<b>\$63,794.25</b>



Ledger Summary Report - Roll-up

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

11/01/2024-11/30/2024

Printed 12/02/2024

Category	Receipt Code	Count	Total											
<b>ESCROW CREDIT</b>				<b>Escrow Credit</b>										
ESCROW	ESCROW CREDIT	2	\$790.00	\$790.00										
<b>Category Totals</b>		2	\$790.00	\$790.00										
<b>MAP</b>				<b>Recording</b>	<b>Special</b>	<b>Floodplain Mapping</b>	<b>Excise Tax</b>	<b>Land Transfer</b>	<b>Dept Cultural Res</b>	<b>Pension Fund</b>	<b>Automation Fund</b>	<b>State General Fund</b>	<b>State Treasurer Amt</b>	<b>County Receipts</b>
MAP	MAP	44	\$1,008.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.32	\$99.36	\$0.00	\$0.00	\$893.32
<b>Category Totals</b>		44	\$1,008.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.32	\$99.36	\$0.00	\$0.00	\$893.32
<b>MARR</b>				<b>Fee</b>	<b>NCCTF</b>	<b>DVCF</b>	<b>Pension Fund</b>	<b>Automation Fund</b>	<b>County Receipts</b>					
ML	MARRIAGE LICENSE	43	\$2,580.00	\$0.00	\$215.00	\$1,290.00	\$38.70	\$103.63	\$932.67					
<b>Category Totals</b>		43	\$2,580.00	\$0.00	\$215.00	\$1,290.00	\$38.70	\$103.63	\$932.67					
<b>NO BOOK</b>				<b>Fee</b>	<b>Special</b>	<b>Pension Fund</b>	<b>Automation Fund</b>	<b>County Receipts</b>						
AMDVIT	AMENDMENT - VITALS	1	\$10.00	\$0.00	\$0.00	\$0.15	\$0.99	\$8.86						
BIRTH	CERTIFIED COPY - BIRTH	129	\$1,290.00	\$0.00	\$0.00	\$19.35	\$127.71	\$1,142.94						
BIRTHSE	CERTIFIED COPY - SENIOR BIRTH	4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
COPY	COPIES	39	\$48.50	\$0.00	\$0.00	\$0.71	\$4.71	\$43.08						
COPYP	COPIES - FULL SIZE PLAT	1	\$4.00	\$0.00	\$0.00	\$0.06	\$0.39	\$3.55						
COPYV	COPIES - VITAL RECORDS	6	\$4.00	\$0.00	\$0.00	\$0.05	\$0.38	\$3.57						
DEATH	CERTIFIED COPY - DEATH	210	\$2,100.00	\$0.00	\$0.00	\$31.50	\$207.90	\$1,860.60						
FAXCO	FAX - NON TOLL FREE	1	\$2.50	\$0.00	\$0.00	\$0.04	\$0.25	\$2.21						
FAXTF	FAX - TOLL FREE	1	\$0.25	\$0.00	\$0.00	\$0.00	\$0.02	\$0.23						
MARR	CERTIFIED COPY - MARRIAGE	69	\$690.00	\$0.00	\$0.00	\$10.35	\$68.31	\$611.34						
<b>Category Totals</b>		461	\$4,149.25	\$0.00	\$0.00	\$62.21	\$410.66	\$3,676.38						
<b>PROPERTY</b>				<b>Recording</b>	<b>Special</b>	<b>Floodplain Mapping</b>	<b>Excise Tax</b>	<b>Land Transfer</b>	<b>Dept Cultural Res</b>	<b>Pension Fund</b>	<b>Automation Fund</b>	<b>State General Fund</b>	<b>State Treasurer Amt</b>	<b>County Receipts</b>
ABN	ASSUMED BUSINESS NAME	7	\$182.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.73	\$13.58	\$0.00	\$43.40	\$122.29

Ledger Summary Report - Roll-up

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

11/01/2024-11/30/2024

Printed 12/02/2024

Category	Receipt Code	Count	Total											
ADM/COR	ADMINISTRATIVE CORRECTION	15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AFDVT	AFFIDAVIT	6	\$156.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.34	\$11.64	\$0.00	\$37.20	\$104.82
AGMT	AGREEMENT	3	\$78.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.17	\$5.82	\$0.00	\$18.60	\$52.41
AMEND	AMENDMENT	2	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.78	\$3.88	\$0.00	\$12.40	\$34.94
ASGMT	ASSIGNMENT	9	\$434.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.51	\$37.15	\$0.00	\$55.80	\$334.54
CERT	CERTIFICATE	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20	\$17.47
CERT/TR	CERTIFICATION OF TRUST	5	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.95	\$9.75	\$0.00	\$31.00	\$87.30
CM/D	COMMISSIONER DEED	1	\$68.00	\$0.00	\$0.00	\$0.00	\$42.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20	\$17.47
CON	CONTRACT	2	\$77.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.16	\$6.34	\$0.00	\$12.40	\$57.10
D/EASE	DEED OF EASEMENT	2	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.78	\$3.88	\$0.00	\$12.40	\$34.94
D/REL	DEED OF RELEASE	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20	\$17.47
D/T	DEED OF TRUST	92	\$5,504.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$82.56	\$533.20	\$0.00	\$533.20	\$4,355.04
DECL	DECLARATION	5	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.95	\$9.70	\$0.00	\$31.00	\$87.35
DEED	DEED	154	\$43,922.00	\$0.00	\$0.00	\$0.00	\$40,101.00	\$0.00	\$0.00	\$57.32	\$285.70	\$0.00	\$905.20	\$2,572.78
EASE	EASEMENT	19	\$494.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.41	\$36.86	\$0.00	\$117.80	\$331.93
FORECL	FORECLOSURE	4	\$104.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.56	\$7.76	\$0.00	\$24.80	\$69.88
M/A	MODIFICATION AGREEMENT	3	\$78.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.17	\$5.82	\$0.00	\$18.60	\$52.41
MEMO	MEMORANDUM	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20	\$17.47
NOTARY	NOTARY	10	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.50	\$9.90	\$0.00	\$0.00	\$88.60
NOTICE	NOTICE	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20	\$17.47
NOTREV	NOTARY REVOCATION	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
P/A	POWER OF ATTORNEY	16	\$416.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.24	\$31.04	\$0.00	\$99.20	\$279.52
P/R	PARTIAL RELEASE	2	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.78	\$3.88	\$0.00	\$12.40	\$34.94
QCD	QUITCLAIM DEED	19	\$495.00	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00	\$0.00	\$7.41	\$36.86	\$0.00	\$117.80	\$331.93
R/W	RIGHT OF WAY	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REL	RELEASE	10	\$104.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.56	\$7.76	\$0.00	\$24.80	\$69.88
REQ	REQUEST FOR NOTICE	3	\$78.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.17	\$5.82	\$0.00	\$18.60	\$52.41
REV	REVOCATION OF POWER OF AT	2	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.78	\$3.88	\$0.00	\$12.40	\$34.94
RIGHT	RIGHT OF FIRST REFUSAL	5	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.95	\$9.70	\$0.00	\$31.00	\$87.35
S/INS	SEE INSTRUMENT	2	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.78	\$3.88	\$0.00	\$12.40	\$34.94
SAT	SATISFACTION	81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SEP/AG	SEPARATION AGREEMENT	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20	\$17.47

000403

Ledger Summary Report - Roll-up

Printed 12/02/2024

Anita Marie Savage, REGISTER OF DEEDS  
Duplin, NC  
11/01/2024-11/30/2024

Category	Receipt Code	Count	Total												
SUB/TR	SUBSTITUTION OF TRUSTEE	4	\$104.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.56	\$7.76	\$0.00	\$24.80	\$69.88
TM/D	TIMBER DEED	3	\$896.00	\$0.00	\$0.00	\$0.00	\$818.00	\$0.00	\$0.00	\$1.17	\$5.82	\$0.00	\$18.80	\$52.41	
TR/D	TRUSTEES DEED	5	\$620.00	\$0.00	\$0.00	\$0.00	\$490.00	\$0.00	\$0.00	\$1.95	\$9.70	\$0.00	\$31.00	\$87.35	
UCC/T	UCC TERMINATION	4	\$152.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.28	\$14.95	\$0.00	\$0.00	\$134.76	
UCC1	UCC1 - 3 OR MORE PAGES	6	\$249.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.72	\$26.09	\$0.00	\$0.00	\$219.19	
UCC3	UCC3 - 3 OR MORE PAGES	2	\$83.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.24	\$8.76	\$0.00	\$0.00	\$73.00	
<b>Category Totals</b>		<b>511</b>	<b>\$55,174.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$41,452.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$205.82</b>	<b>\$1,168.53</b>	<b>\$0.00</b>	<b>\$2,294.00</b>	<b>\$10,053.65</b>	

VITAL RECORDING

			Fee	Special	Pension Fund	Automation Fund	Vital Records Receipts	County Receipts
BAVAS	NCDAVE - BIRTH ABSTRACT SEA26	\$624.00	\$0.00	\$0.00	\$3.90	\$25.74	\$364.00	\$230.36
DAVAS	NCDAVE - DEATH ABSTRACT SE1	\$24.00	\$0.00	\$0.00	\$0.15	\$0.98	\$14.00	\$8.85
DAVDADD	NCDAVE - DEATH ABSTRACT AD14	\$60.00	\$0.00	\$0.00	\$0.60	\$39.40	\$20.00	\$0.00
NCDAMD	NCDAVE - DEATH AMEND	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00
<b>Category Totals</b>		<b>32</b>	<b>\$723.00</b>	<b>\$0.00</b>	<b>\$4.65</b>	<b>\$66.13</b>	<b>\$413.00</b>	<b>\$239.22</b>

Report Totals 1093 \$64,424.25

Automation Fund Total: \$1,848.31  
 County Receipts Total: \$15,795.24  
 DVCF Total: \$1,290.00  
 Escrow Credit Total: \$790.00  
 Excise Tax Total: \$41,452.00  
 NCCTF Total: \$215.00  
 Pension Fund Total: \$326.70  
 State Treasurer Amount Total: \$2,294.00  
 Vital Records Receipts Total: \$413.00

Cash Total: \$4,905.50

Ledger Summary Report - Roll-up

Printed 12/02/2024

Anita Marie Savage, REGISTER OF DEEDS  
Duplin, NC  
11/01/2024-11/30/2024

Category	Receipt Code	Count	Total
Check Total:		28	\$36.00
ACH Total:		27	\$20.25
Card Total:		2	\$32.50
Escrow Account Total:		6	\$630.00
Overpayment Total:		0	\$0.00

000404

**DUPLIN COUNTY SOLID WASTE  
MONTHLY CATEGORY TOTALS**

NOV '24	Site 1	Site 2	Site 3	Site 4	Site 5	Site 6	Site 7	Site 8	Site 9	Site 10	Site 11	Site 12	Site 13	Site 14	Site 15	Totals
Electronics								0.50								0.50
Site Garbage	32.17	23.45	48.63	46.28	38.63	45.07	34.01	26.31	24.62	24.32	15.86	45.73	60.64	8.59	41.92	516.23
Site Bulky	5.15	4.43	15.34	23.16	8.58	11.54	11.60	16.18	4.92	18.66	13.33	18.38	19.02	3.94	36.74	210.97
Mixed Paper	0.43	0.63	0.49	1.21	0.76	1.42	0.65	0.74	0.85	0.35	0.65	0.64	1.46	0.37	0.70	11.35
Glass	2.43											2.34	2.69	2.75		10.21
Cardboard	0.46	0.45	1.09	0.90	0.40	0.47	0.45	0.54	0.48	0.38	0.40		1.36	0.54	1.06	8.98
Plastics		0.29	0.31	0.62		0.31	0.23	0.31		0.15	0.24	0.22			0.43	3.29
Cans			0.40	0.30											0.45	1.15
Metal	2.82	2.42	3.79	4.84	2.95	3.23	4.08	2.71	2.50	1.03	0.81	3.01	4.62		3.90	42.71
<b>Totals</b>	<b>43.46</b>	<b>31.67</b>	<b>69.65</b>	<b>77.41</b>	<b>51.62</b>	<b>62.04</b>	<b>51.02</b>	<b>47.29</b>	<b>33.37</b>	<b>44.89</b>	<b>31.29</b>	<b>70.32</b>	<b>89.97</b>	<b>16.19</b>	<b>85.20</b>	<b>805.39</b>
Private Sector																
Electronics	0.67															
Yard Waste	149.00															
Concrete	53.96															
Construction	886.97															
Roadside	1.84															
Tires	64.52															
Garbage	1525.65															
Mixed Paper																
Glass	0.37															
Cardboard	1.37															
Plastic	2.36															
Cans																
Metal	3.93															
No Chg MSW	2.25															
Mixed Loads	100.90															
<b>TOTAL</b>	<b>2793.79</b>															

**DUPLIN COUNTY SOLID WASTE  
YEAR END CATEGORY TOTALS  
2024-2025**

CATEGORY	DESCRIPTION	JULY '24	AUG '24	SEPT '24	OCT '24	NOV '24	DEC '24	JAN '25	FEB '25	MAR '25	APR '25	MAY '25	JUN '25	TOTALS
**	GARBAGE	3892.87	3873.92	3782.32	4053.60	3252.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18855.14
6	SCRAP METAL	53.93	47.73	53.66	0.00	46.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	201.96
19	YARD WASTE	615.87	192.03	857.28	188.16	149.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2002.34
20	BRICKS, ETC.	137.24	65.99	95.57	96.75	53.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	449.51
34	MIXED RECYCLABLES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	TIRES	92.87	75.71	70.75	85.88	64.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	389.73
40	MIXED PAPER	12.24	14.61	15.20	13.00	11.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66.40
42	GLASS	19.64	17.88	8.81	9.53	10.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66.44
44	CARDBOARD	12.09	12.83	12.23	13.64	10.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	61.14
47	PLASTIC	4.32	5.36	3.30	4.57	5.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.20
48	CANS	1.96	3.06	1.30	0.71	1.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.18
109	ELECTRONICS	1.50	0.19	1.01	1.52	1.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.39
***	STORM GARBAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120	BLOCKS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
119/124	YARD WASTE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTALS</b>		<b>4844.53</b>	<b>4309.31</b>	<b>4901.43</b>	<b>4467.36</b>	<b>3606.80</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>22129.43</b>
	<b>TOTAL MSW</b>	<b>3892.87</b>	<b>3873.92</b>	<b>3782.32</b>	<b>4053.60</b>	<b>3252.43</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18855.14</b>

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